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ODISHA ELECTRICITY REGULATORY COMMISSION
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Present: **Shri G. Mohapatra, Officiating Chairperson**
Shri S. K. Ray Mohapatra, Member

Case No. 78/2024

M/s. Vedanta Limited Petitioner
Vrs.
GRIDCO Limited Respondent

In the matter of: **Application under Section 86 of the Electricity Act, 2003 read with Clause 3.0 of the Consolidated Power Purchase Agreement (PPA) dated 19.12.2012 seeking appropriate directions of the Commission thereby allowing M/s. Vedanta Limited to proceed with Capital Overhauling/Shutting down of its Unit-II IPP for sixty days period without any deduction/levy in the form of compensation or damages by GRIDCO Limited on the pretext of alleged short supply of power for such period.**

For Petitioner: Mr. Ramji Srinivasan, Sr. Advocate along with Mr. Hemant Singh, Advocate & Shri Biswajit Sahoo, Dy. Manager.

For Respondent: Shri Bijay Kumar Das, Sr.GM (PP) along with Ms. Susmita Mohanty, DGM (Elect.) & Shri Eeshan Sahoo, A.M (Elect.).

ORDER

Date of Hearing: 26.11.2024

Date of Order: 18.12.2024

1. The present Petition has been filed by M/s. Vedanta Limited (hereinafter referred to as “the Petitioner”) under Section 86 of the Electricity Act, 2003, (for short “the Act”) seeking (a) for issuance of directions / grant of permission in its favour for undertaking Capital Overhauling of its Unit-II IPP in terms of the Clause 3.0 of the Consolidated Power Purchase Agreement (PPA) dated 19.12.2012 read with extant Regulations of the Central Electricity Authority (CEA) for safety requirements and to restrain the Respondent – M/s. GRIDCO Limited from imposing any compensation / damage on the pretext of the inability of the Petitioner in supplying power to GRIDCO in terms of the PPA during the period of overhauling and (b) also to issue directions against M/s. GRIDCO Limited, restraining it from unilaterally deducting any sum of money from the monthly energy bill of the Petitioner on the pretext of its inability to supply State share of power from its Unit-II in terms of the Consolidated PPA.
2. The Petitioner-M/s Vedanta Ltd. is engaged in the manufacturing of Aluminum Products and owns & operates 2400 MW (4x600 MW) coal based thermal Power Plant at

Jharsuguda, Odisha. Out of four (4) units, Unit #2 (600 MW) is IPP Unit dedicated to meet the State's entitlement of power from the said power plant and remaining Units #1, 3 & 4 (3x600 MW) are CGPs. For State's share of power, linkage coal/captive mines allocated to the Petitioner shall be used. M/s Mahanadi Coalfield Ltd. (MCL) is the only source of linkage coal for M/s Vedanta Ltd.

3. The Petitioner M/s. Vedanta Ltd. sought to justify its aforesaid petition mainly and substantially on the following grounds:
 - (i) CEA Regulations, 2022 *inter-alia* provides that Boiler Overhauling can be done on yearly basis and that the safety shut down of a generating unit should also be carried out as per the Original Equipment Manufacturer's Operation and Maintenance Manual and that these Regulations have statutory force qua implementation and compliance for safety of power plant.
 - (ii) The Consolidated PPA dated 19.12.2012 characterizes the facets of safekeep and maintaining optimum operation following Manufacturer's guidelines, grid operating standards as applicable and the relevant statutory provision.
 - (iii) Although the situations of Petitioner's inability to supply power during the period of Capital Overhauling/Annual Overhauling of generating Unit-II has not been contemplated in the order dated 27.01.2016 passed by this Commission in Case No. 21 of 2015, the directions imparted in the said Order ought to be interpreted in a constructive manner in harmony - qua-contractual provision/ terms contained in the consolidated PPA dated 19.12.2012.
 - (iv) Capital Overhauling or shutting down of generating Unit-II being a mandatory obligation of the Petitioner, non-supply of power during the period of such eventualities cannot be treated as or construed as a breach of contract.
 - (v) Non-supply of power during the period of overhauling being not breach of contractual obligations or violation of any terms and conditions of the consolidated PPA, M/s. GRIDCO Limited cannot impose any compensation or like charges.
4. The Petitioner-M/s. Vedanta Ltd. has submitted that shutting down of generating unit due to capital overhauling/Annual overhauling is a known phenomenon and an essential activity to be preformed by all the generating companies across the country for their safekeep & optimum operation. The Petitioner has planned capital overhauling of its generating Unit-II for a period of 60 days tentatively from December, 2024 to January, 2025. The capital overhauling of its generating Unit-II is not only essential but also is mandated under the

consolidated PPA dated 19.12.2012 as well as under the extant CEA Regulations 2022. Hence, the Petitioner cannot be penalized by way of imposition/levy of compensation by GRIDCO during the period of overhauling which would not be aligned to the PPA, the foregoing Regulations, the intent of the various orders referred to etc. It is reiterated that overhauling would not constitute breach of the PPA obligations or supply commitments of M/s Vedanta Ltd.-the Petitioner, therefore, there cannot be a situation of imposition of compensation or like charges upon Vedanta by GRIDCO for the said period.

5. The Petitioner-M/s Vedanta Ltd. has further submitted that GRIDCO is deducting short supply compensation for each 15 minutes time blocks for entire 365/366 days in a year without considering the shut down period when the unit is under Annual overhauling/capital overhauling.
6. The Respondent-GRIDCO Limited while questioning maintainability of the petition aforesaid, has urged that if Capital Overhauling of the generating Unit-II as sought by the Petitioner is allowed, direction be issued to the Petitioner to supply State entitlement of power from:

“(a) Conditionally Converted CGP Units (#1, #3 or #4: 3 x 600 MW);

(b) VAL-I (9 x 135 MW);

(c) By purchasing power from Power Exchanges, as the current Round The Clock (RTC) Market Clearing Price is quite reasonable;

(d) Combination above three options.”

7. It is submitted by the Respondent – GRIDCO Limited *inter-alia* that since supply of power by the Petitioner to the State/GRIDCO has to remain undisturbed under any circumstances whatsoever as directed by the Commission, vide the order dated 27.01.2016 in Case No. 21 of 2015 and reaffirmed in its order dated 03.05.2023 in Case No. 129 of 2021, the Petitioner shall have to supply power to the extent of State’s entitlement from its conditionally converted CGP units (#1, #3 & #4) to the State / GRIDCO during low/no generation of power from the IPP Unit-II due to Capital Overhauling / Annual Overhauling. Since the conversion of Units-1, 3 & 4 of the power plant as CGP units, M/s Vedanta Ltd. has never supplied full share’s/entitlement of power of the State/GRIDCO.
8. The Respondent-GRIDCO has further submitted that since on earlier occasions, the Petitioner had supplied the State entitlement of power to GRIDCO by purchasing power from power exchanges or from its CGP Units or any other sources as agreed and recorded in the minutes of meeting dated 07.12.2017 (between GRIDCO & M/s Vedanta Ltd.), the present plea taken by the Petitioner for the first time is bereft of sustenance and such a plea is taken to shield its obligations to supply power from its conditionally converted CGP Units.

9. M/s. GRIDCO Limited has also questioned the bonafides of the Petitioner in moving such an application on the ground that since the IPP Unit-II remained out of operation from FY 2017-18 till 29.01.2020, the Petitioner must have carried out the Capital Overhauling during such shutdown period, otherwise it would not have been possible to operate IPP on 29.01.2020. It is the ultimate submissions of M/s. GRIDCO Limited that payment of compensation being the last option, the Petitioner should be directed to make bonafide and sincere effort to supply full entitlement of power to M/s. GRIDCO Limited, through the options referred to above to avoid payment of any compensations.
10. The Respondent-GRIDCO has submitted that the main objective of carrying out Capital Overhauling is to improve the performance of the thermal Unit/plant, such as its reliability, availability, and output. Capital Overhauling involves overhauling of all the important equipments i.e. Boiler, Turbine and Generator set. It is submitted that the COD of Petitioner's Unit#2(600 MW) was declared on 10.11.2010 and the said Thermal Unit is almost 15 years old. As per statutory norms/guidelines, Capital Overhauling of thermal units is required to be done in every 5 to 6 years of operation and the petitioner must have carried out Capital Overhauling of Unit#2 regarding which neither any information has been submitted in the present application nor the petitioner had duly informed SLDC regarding such capital overhauling. In this regard, it is submitted that, the IPP Unit#2 (600 MW) was out of operation during FY 2017-18 and FY 2018-19 till 29.01.2020 when power supply was once again resumed to the Respondent-GRIDCO after a long gap. Therefore, the petitioner must have carried out Capital Overhauling of Unit#2 during this shut down period otherwise, it would not have been possible to operate the IPP for such a long period without any refurbishment, replacement of obsolete equipments etc. under Capital Overhauling.
11. Having heard the parties in hybrid mode and taking note of the nature of the controversy, it is pertinent to reproduce the relevant portions of the order dated 27.01.2016 passed in Case No. 21 of 2015 and order dated 22.06.2020 in Case No. 68 of 2018, which run as hereunder:

a) Order dated 27.01.2016 passed in Case No. 21 of 2015:

"35. (a) Unit-II of the 4x600 MW power plant of Vedanta Ltd. will continue to remain as IPP and connected to the State Grid

(b) Quantum of power supply to GRIDCO towards State entitlement should be 25% (at full cost) and 7% / 5% (at variable cost) of total energy sent out from the power station (4 x 600 MW) as per the PPA in force. The Unit-II must remain connected to STU as State dedicated unit and accordingly supply to GRIDCO must be 25%+7%/5% of total energy sent out from the power station or total ex-bus generation from Unit-II whichever is higher. Such quantum of power supply should not be disturbed at any point of time.

(c) Unit – I, III & IV of the same power plant are converted to CGP w.e.f. 01.04.2015. The above conversion is based on the assurance of the Petitioner that in case of low or no generation in Unit-II the Petitioner shall meet its commitment in the PPA from the CGP units and its pricing shall be as per the relevant IPP Regulations of the Commission.”

(d) The coal used for generating power for State entitlement shall be linkage coal/capital minus allocated to the Petitioner for the State use.

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b) Order dated 22.06.2020 passed in Case No. 68 of 2018:

“4. GRIDCO has further submitted that M/s. Vedanta Limited failed to supply power to GRIDCO as per the aforesaid order dated 27.01.2016 of the Commission during FY 2017-18, 2018-19 and also thereafter. M/s. Vedanta Limited vide Minutes of the Meeting (MoM) dated 01.11.2016 agreed to pay compensation to GRIDCO for short/non-supply of State share of power from its power station. Another MoM dated 07.12.2017 was also signed between GRIDCO and M/s. Vedanta Limited wherein M/s. Vedanta Limited also agreed to compensate State entitlement of power either from its CGP units or by purchasing the same from outside or any other sources, when Unit-II would not be in operation. But this commitment was not fulfilled by M/s. Vedanta Limited. In another MoM dated 03.09.2018 M/s. Vedanta Limited had admitted its inability to supply State entitlement of power to GRIDCO and proposed another rate of compensation other than that agreed on 01.11.2016, which was not accepted by GRIDCO. In that meeting M/s. Vedanta Limited had disclosed that such short supply of power would continue upto March, 2019, but short supply of power is still continuing. However, the connectivity matter (transmission / wheeling of State entitled power) has been resolved by the Commission in the meantime in its order dated 09.04.2019 in Case No. 59/2016.

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7. M/s. Vedanta Limited has submitted that a meeting was held on 01.11.2016 amongst GRIDCO, SLDC, WESCO Utility, OPTCL and M/s. Vedanta Limited wherein various modalities regarding the connectivity of IPP and CGP Units of M/s. Vedanta Limited were deliberated. In the said meeting, a modality for calculation of compensation on account of short supply of power was also determined. However, the same was subsequently modified in the MoM dated 03.09.2018 subject to approval of the Commission in revised PPA. M/s. Vedanta Limited submitted that any discussion about short supply of power by them shall be based on the principle that M/s. Vedanta Limited shall indemnify GRIDCO the actual direct differential cost incurred by it as a result of short supply of power and in doing so, the concept of “no profit no loss” to GRIDCO shall be applied. The said discussions should be concluded in the form of a proposed amendment to the PPA in a time bound manner.

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10. d. Compensation for short supply and Incorporation of Compensation Clause in PPA

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Commission’s Observation:

- The present dispute is all about compensation to GRIDCO in case M/s. Vedanta fails to supply the State entitlement of power. The PPA between GRIDCO and M/s. Vedanta is nothing but a contract for supply of power by the latter to GRIDCO. This contract is governed under Indian Contract Act, 1872 once it is approved under Electricity Act, 2003 and OER Act, 1995. In case the contract is not honoured the affected party can move the appropriate forum under Indian

Contract Act. Section 73 of the Indian Contract Act defines compensation for breach of contract as follows.

“Compensation for loss or damage caused by breach of contract.—When a contract has been broken, the party who suffers by such breach is entitled to receive, from the party who has broken the contract, compensation for any loss or damage caused to him thereby, which naturally arose in the usual course of things from such breach, or which the parties knew, when they made the contract, to be likely to result from the breach of it.

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When an obligation resembling those created by contract has been incurred and has not been discharged, any person injured by the failure to discharge it is entitled to receive the same compensation from the party in default, as if such person had contracted to discharge it and had broken his contract.”

Explanation:- In estimating the loss or damage arising from a breach of contract, the means which existed of remedying the inconvenience caused by the non-performance of the contract must be taken into account.”

- *From the above explanation in the Contract Act it is clear that the remedy for non-supply of power by M/s. Vedanta lies in purchase of same quantity of power by GRIDCO from marginal ISGS sources, un-requisitioned ISGS sources, IEX and DSM sources. In case GRIDCO draws power from marginal ISGS sources it has to pay variable charges only since the capacity charge is payable anyway irrespective of whether power is drawn or not since the GRIDCO has long term contract with them. Similarly, in case of un-requisitioned ISGS sources, the GRIDCO has to pay both fixed and variable charges. In case of IEX and DSM sources the price of the power is to be paid on single part basis. In case of non-supply of power by M/s. Vedanta, GRIDCO is to bear expenses to purchase same quantity of power by paying variable charge to ISGS sources, both fixed and variable charge to un-requisitioned ISGS sources and single part tariff to IEX and DSM sources. GRIDCO must be compensated if it incurs loss while purchasing such power. The loss here is additional price GRIDCO pays to those sources over and above the price GRIDCO would have paid to M/s. Vedanta had it purchased power from them. This is the inconvenience to GRIDCO and must be remedied through a compensation as per the Contract Act. The compensation shall always be positive or nil depending upon the price at which GRIDCO purchases power from marginal sources. In no case it can be negative, which otherwise means GRIDCO is able to purchase power from sources cheaper than that of M/s. Vedanta. However, when shortfall for a particular period is compensated by more than one marginal source, the highest cost of marginal source of power would get compensated first, then the balance shortfall is compensated by second highest cost of marginal sources of power and so on, till the recovery of complete shortfall in energy for that period. Accordingly, both the parties are directed to incorporate a clause in the revised PPA on the issue of compensation arising out of non-compliance of commitment of M/s. Vedanta for supply of State entitlement of power.*
- *The issue of agreement with M/s. JITPL on compensation for non-supply of power to GRIDCO has no application here. In case of JITPL it supplies 12%/ 14% of generated power to GRIDCO on variable cost basis only whereas M/s. Vedanta supplies power on full cost basis which consists of both fixed and variable charges. In case of short supply or no supply of power from Unit-II (IPP unit) of Vedanta, it is duty bound to replenish the same from its converted CGPs which is not the case of M/s. JITPL.*

12. In this context, it is felt necessary to refer to the Order dated 08.02.2023 passed by this Commission in Case No. 62 of 2019 and other relevant orders dated 19.02.2022 (in case

No.17 of 2022), dated 03.05.2023 (in case No.129 of 2021) and dated 29.08.2023 (in case No.14 of 2023) delivered by this Commission, as stated hereafter:

(a) OERC order dated 08.02.2023 passed in Case No.62 of 2019:

“8. M/s. Vedanta further stated that it had not been able to supply state entitlement of power to GRIDCO since June, 2017 on the above-mentioned force majeure events which had resulted in the alleged violation of supply obligation. GRIDCO had sought remedy for such breach by seeking compensation towards short supply of power by filing Case No.68 of 2018. M/s. Vedanta has already in-principle agreed to pay compensation to GRIDCO. GRIDCO after electing the remedy of compensation for breach of supply obligation, cannot simultaneously seek alternative remedy for the same cause of action by initiating the proceedings under Section 142 of the Electricity Act, 2003 or in other words, it cannot choose the compensation in one hand and claim of penalty in other hand.

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11. The petitioner-GRIDCO has submitted that:

(a) M/s. Vedanta Limited did not supply the requisite quantum of power to GRIDCO, in compliance to the order dated 27.11.2016 passed in Case No.21 of 2015, from July, 2017 to January, 2020. There has been willful violation of the said order, since in case of non-availability of power from IPP Unit-II, power could have been supplied by M/s. Vedanta Limited from its CGP Units as has been directed in the said order on the basis of the assurance of M/s. Vedanta Limited.

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(k) The Commission has the inherent power to ensure implementation of its orders in letter and spirit. It cannot be said that the order dated 27.01.2016 passed in Case No. 21 of 2015 will not be implemented because compensation is provided in another order dated 22.06.2020 passed in Case No.68 of 2019. Compensation is for bonafide inability to supply power beyond the control of M/s. Vedanta Limited and not for willful and intentional default in supply of power for its own benefits.

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“15. Further, M/s. Vedanta Ltd. is directed to supply State entitlement of power to GRIDCO as per the existing PPA and subsequent orders of the Commission. M/s. Vedanta Ltd. shall honour the provisions of PPA in letter & spirit in respect of supply of State entitlement of power from its 4x600 MW thermal power plant and shall not escape from its obligations to supply State entitlement of power deliberately and purposefully, under the plea of paying compensation to GRIDCO for short supply of power.

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(b) OERC order dated 19.02.2022 passed in Case No.17 of 2022:

“18. In the light of the discussion made herein before, the Commission hereby directs M/s. Vedanta Ltd. to pay compensation to the Petitioner-GRIDCO on account of non-supply of the State share of power to GRIDCO for the period from 19.02.2022 to 31.03.2022, in terms of the stipulation made vide paragraph 30(d) of the order dated 05.10.2021 passed by this Commission in Case No. 34 of 2018, within three months of the date of receipt of this order. Xxxxxx”

(c) OERC order dated 03.05.2023 passed in Case No.129 of 2021:

“25. For the whole discussions made here-in-before, we are of the considered view that in the face of the subsisting PPA dated 19.12.2012 which is for a tenure of as long as 25 years, and the order dated 27.01.2016 passed in Case No.21 of 2015 which has already attained finality, and also the written undertaking given by M/s. Vedanta Ltd. through affidavit in course of the proceeding of Case No.21 of 2015

to the effect that it shall comply with the requirement of supplying power to M/s. GRIDCO Ltd. as per the terms and conditions of the PPA, the direction issued vide the order dated 05.10.2021 that the Unit-II of M/s. Vedanta Ltd. shall normally operate as CGP, and the consequential directions are found to be patently and self-evidently erroneous. Hence, the Review Petition is allowed directing both the Respondent No.1-M/s. Vedanta Ltd. and the Petitioner-GRIDCO to abide by the Order dated 27.01.2016 passed by this Commission in Case No.21 of 2015. Without prejudice to the PPA dated 19.12.2012 and the order dated 27.01.2016 passed in Case No.21 of 2015, either side is at liberty to raise individual issue, if any, pertaining to individual cause of action, if any, through appropriate proceeding which shall be decided according to law. The Order dated 05.10.2021 passed in Case No.34 of 2018 is reviewed accordingly.”

(d) OERC order dated 29.08.2023 passed in Case No. 14 of 2023:

- “4. *The Learned Counsel on behalf of the Respondent-M/s. MCL submits that the grade of coal lifted by M/s. Vedanta Ltd. is sometimes at the lower grade of the range of grades as per FSA dated 27.08.2023 signed between MCL and M/s. Vedanta Ltd. However, MCL vide its Notice dated 28.02.2023 has notified that M/s. Vedanta Ltd. can avail coal supplies beyond the Annual Contracted Quantity (ACQ) and upto 120% of their ACQ. M/s. MCL has submitted a report/reply to the Commission vide its letter dated 28.08.2023.*
 5. *On the query regarding less supply of power by M/s. Vedanta Ltd. during last five months i.e. after the above notification of MCL for drawing more quantum of coal, the Learned Counsel appearing on behalf of M/s. Vedanta Ltd. submits that due to some problem in the Ash Pond, the IPP- Unit-II could not operate continuously.*
 6. *Both the Petitioner-M/s. Vedanta Ltd. and the Respondent-GRIDCO requested the Commission to direct MCL to share a copy of its report/reply dated 28.08.2023 to them and the Commission directs the MCL to share it.*
 7. *Heard the parties. We allow the prayer of the Petitioner to withdraw the present petition as the Respondents have no objection to it. However, we direct the Petitioner-M/s. Vedanta Ltd. to supply State share of power to GRIDCO regularly as per PPA, otherwise it would be viewed seriously.*
 8. *The Petitioner is permitted to withdraw the case and accordingly, the case is dismissed as withdrawn.”*
13. To reiterate, the Respondent – GRIDCO Limited fairly submits that uninterrupted supply of State’s entitlement of power assumes primacy over the claim of compensation. The directions contained in the orders dated 27.01.2016 & 22.06.2020 passed by this Commission in Case No. 21 of 2015 & Case No. 68 of 2018 respectively referred to above, admit of no ambiguity that under no circumstances, there shall be any interruption in supply of power by the Petitioner to the State/ GRIDCO from the dedicated generating Unit-II. In case of low or no generation from Unit-II, the Petitioner shall meet its commitment in the PPA from the CGP Units.
 14. Needless to mention here that the Commission vide its order dated 08.02.2023 passed in Case No.62 of 2019 has directed that M/s Vedanta Ltd. shall honor the provisions of PPA in letter & spirit in respect of supply of State entitlement of power from its 4x600 MW

thermal power plant and shall not escape from its obligations to supply State entitlement of power deliberately and purposefully, under the plea of paying compensation to GRIDCO for short supply of power.

15. Although the order dated 03.05.2023 passed in Case No.129 of 2021 is reportedly under challenge before the higher forum at the instance of the present Petitioner M/s. Vedanta Limited, the same having not yet been reversed or modified still holds the field.
16. The linkage coal is available during the period of proposed capital overhauling/annual overhauling and same can be utilized for supply of power to the State/GRIDCO through other CGP Units (Unit #1, #3, #4). Moreover, M/s MCL, vide its Notice dated 28.02.2023, has notified that M/s Vedanta Ltd. can avail coal supplies beyond the Annual Contracted Quantity (ACQ) and upto 120% of their ACQ in case lower grade of coal is lifted against grade as per FSA.
17. At the cost of repetition, it may be pointed out that the Commission in their CGP conversion order dated 27.01.2016 in Case No. 21 of 2015 had directed as follows:

“35.(a) xxxxxxxx

- (b) *Quantum of power supply to GRIDCO towards State entitlement should be 25% (at full cost) and 7% / 5% (at variable cost) of total energy sent out from the power station (4 x 600 MW) as per the PPA in force. The Unit-II must remain connected to STU as State dedicated unit and accordingly supply to GRIDCO must be 25%+7%/5% of total energy sent out from the power station or total ex-bus generation from Unit-II whichever is higher. Such quantum of power supply should not be disturbed at any point of time.”*

The above direction was given on the request of M/s. Vedanta Limited to convert all the IPP Units of the Generating Station to CGP notwithstanding its commitment to supply State share of power from all the IPP Units. Had all the Units continued as IPP Units then in case of shutdown of Unit-II the State share of power would have been met from balance three Units. Therefore, the Commission had emphasized that supply to GRIDCO must be 25%+7%/5% of total energy sent out from the power station or total ex-bus generation from Unit-II whichever is higher. In spite of grant of conditional CGP status to three Units the Commission has not changed the basic feature of the PPA which revolves round the State share of power from all the four original IPP Units. M/s. Vedanta Limited cannot eschew its contractual obligation to GRIDCO now by taking alibi of annual shutdown of that particular Unit-II which has no relationship singularly with its commitment for the power station as a whole. In case of stoppage of generation from Unit-II due to whatsoever reason GRIDCO share of power must be supplied from other units or sourcing power from the market by the Petitioner.

18. At the same time, the Commission in the facts and circumstances as indicated hereinabove, does not preclude the Petitioner from undertaking Capital Overhauling / Annual Overhauling of Unit-II, if it is so required. The Petitioner, in his submission has not provided the details with nature of Capital Overhauling/Annual Overhauling required for generating Unit#2 for which shut down for a period of 60 days has been requested. However, the Petitioner-M/s. Vedanta Ltd. is advised to complete the said job within 40 days (instead of 60 days), which is normally required for such annual overhauling.
19. In the aforesaid factual situations, the Commission feels it appropriate to direct the Petitioner to supply State entitlement of power to GRIDCO honouring the existing PPA and subsequent orders of the Commission in case the generating Unit-II is brought under shutdown for undertaking the Capital Overhauling/ Annual Overhauling. Accordingly, the present Petition is disposed of with a direction to ensure State's entitlement of power from other generating Units (Units #1,3&4) of its power station to the State/GRIDCO for the period during which the Unit-II remains under shutdown utilizing the benefit of linkage coal from M/s MCL upto 120% of ACQ and availing additional coal through bidding/e-auction from alternate cheaper sources. Needless to mention that in the event the Petitioner fails to comply with the aforesaid directions, it shall be open for the Respondent-GRIDCO to impose or claim compensation/ damage from the Petitioner-M/s. Vedanta Ltd. in accordance with the directions passed in Case No.68 of 2018.
20. With the observations and directions stated above, this proceeding stands closed.

Sd/-
(S.K. Ray Mohapatra)
Member

Sd/-
(G. Mohapatra)
Officiating Chairperson