IN THE HIGH COURT OF JUDICATURE AT BOMBAY, NAGPUR BENCH, NAGPUR.

WRIT PETITION NO. 6754 of 2013

(Ideal Energy Projects Ltd. through its C.E.O., Shrikrushna Onkar Deshpande office at Telecom Nagar, Nagpur Vs. Union of India through its Secretary, Ministry of Coal, New Delhi and ors.)

Office Notes, Office Memoranda of Coram, appearances, Court's orders of directions and Registrar's orders	Court's or Judge's order

Shri B. G. Kulkarni, Advocate for petitioner
Miss. D. R. Muley, Advocate h/f Shri Rohit Deo, ASGI for respondent nos. 1 and 2
Shri S. C. Mehadia, Advocate for respondent nos. 3 and 4
Shri S. V. Purohit, Advocate for respondent no. 7
Shri N. S. Khubalkar, AGP for respondent no. 8

CORAM : B.P.DHARMADHIKARI & A.P.BHANGALE, JJ.

DATE : FEBRUARY 11, 2015.

Heard learned counsel appearing for the parties.

The question is whether the petitioner otherwise found eligible to receive coal can be asked to entered into a long term power purchase agreement with respondent no. 7, as condition for supply thereof. Respondent no. 7 is not willing to enter into any such arrangement because of its own policy.

Counsel for petitioner submits that new policy is being evolved by respondent nos. 1 and 2 and it may have some bearing on the controversy.

However, the condition to have such agreement is introduced by respondent nos. 1 and 2. The condition appears to be in public interest.

The respondent no. 7 also points out its own policy and learned Advocate Shri Purohit submits that as per policy decision of Central Government and State Government, respondent no. 7 is under obligation to float tender and after receipt thereof finalise the rates. He contends that as such long term power purchase agreement cannot be itself entered into.

The dispute *prima facie* appears to be due to policy decisions of Central Government or State Government or respondent no. 7.

The petitioner is still not getting coal. We therefore direct the respondent nos. 1 and 2 as also respondent nos. 7 and 8 to evolve the suitable solution to this problem. The respondents may either continue with the condition of entering into long term power purchase agreement, but in that event, make it mandatory for respondent no. 7 and 8 to execute such agreement with the eligible persons like petitioner or then may substitute the condition with some other suitable obligation.

Decision in this respect be taken within a period of three months from today.

With these directions and keeping all rival contentions open, we dispose of the writ petition.

No costs.

<u>JUDGE</u> **<u>JUDGE</u>**

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