

HIGH COURT OF CHHATTISGARH, BILASPUR

WPC No.6 of 2016

Bharat Aluminium Company Ltd. P. O. Balco Nagar, Korba, District Korba (Chhattisgarh), Through Its Authorized Signatory, Mr. Gaurav Saini, Aged About 32 Years, S/o Shri Vijay Saini. Presently Working As Associate Manager (Legal), Bharat Aluminium Company Ltd., Balco Nagar, District Korba (Chhattisgarh)

---- Petitioner

Versus

1. The Managing Director, Chhattisgarh State Power Distribution Company Ltd. Daganiya, Raipur, District Raipur (Chhattisgarh)
2. The Executive Director (Commercial), Chhattisgarh State Power Distribution Company Ltd., Daganiya, Raipur, District Raipur (Chhattisgarh)

---- Respondent

For Petitioner	:	Shri Sudeep Agrawal, Advocate
For Respondents	:	Ms. Shailja Shukla, Advocate

Hon'ble Shri Justice Manindra Mohan Shrivastava

Order On Board

02/02/2016

Heard.

2. Grievance of the petitioner is that even though, the petitioner has raised claim for payment of surcharge against delayed payment vide its representation dated 18-10-2014, the respondent has not taken any decision on the said claim. He submits that according to the petitioner, in respect of power supply made to the respondent during the period 01-09-2011 to 30-10-2011, delayed payment entitles the petitioner to surcharge.

3. On the other hand, learned counsel for respondents inviting attention of this Court to Clause 13 of Power Purchase Agreement that there is dispute resolution mechanism provided under the agreement and if the petitioner is aggrieved, he can seek reference of the dispute to Chhattisgarh State Electricity Regulatory Commission

for settlement of dispute.

4. Though, there is remedy of settlement of dispute, the respondents should take decision on the representation of the petitioner one way or other and if claim of the petitioner is not accepted and rejected, the petitioner would be at liberty to take recourse to the dispute resolution as provided under Clause 13 of Power Purchase Agreement.

5. Accordingly, the petition is finally disposed off with a direction to respondents to consider the claim of the petitioner and take decision thereon within a period of three months from the date of receipt of a copy of this order. It is made clear that this Court has not commented upon the merits of this case. It also goes without saying that in case, the petitioner is not satisfied with the decision, if any, taken on his representation, it would be open for him to take recourse to the provision of dispute resolution as provided under Clause 13 of Power Purchase Agreement.

Sd/-
Manindra Mohan Shrivastava
Judge