# IN THE HIGH COURT OF JUDICATURE AT MADRAS

| RESERVED ON | PRONOUNCED ON |
|---|---|
| 14.12.2021 | 27.01.2022 |

CORAM

THE HONOURABLE MR. JUSTICE M.DHANDAPANI

W.P. NOS.16104, 17735, 18182, 16825, 17192, 17730, 17045, 16608, 16967, 17278, 21783, 16328, 16332, 16603, 17741, 18174, 17185, 17285, 20514, 20579, 20584, 20587, 20595, 21321 & 21602 OF 2021

W.P. (MD) NOS. 12915, 13171, 11880, 11881, 10864, 12586, 10859, 12587, 12914, 13172, 13173 & 13255 OF 2021

AND

W.M.P. NOS.18208, 18909, 21820, 22561, 22808, 22967, 22970, 17034, 17035, 17969, 22559, 19410,
18911, 18914, 18918, 19399, 21764, 17300, 17302, 17304, 17305, 17593, 17595, 17599, 17603, 19412, 18308, 18900, 18904, 21765, 22805, 17970, 18075, 18077, 18209, 18213, 18214, 18301, 21823, 21830, 21832, 21835, 21837, 21850, 21851, 18302, 18306, 17809, 17813, 19401 OF 2021

W.M.P. (MD) NOS. 8483, 8489, 8490, 9323, 9836, 9837, 9838, 9839
8482, 10172, 10173, 10174, 9991, 10170, 10238, 10240, 9327, 9326, 10169, 10171, 9996, 10004, 10007 OF 2021

HINDUSTAN TEXTILES 'B' UNIT
HTSC NO.99 & 68, 30-B
IIND WARD, THIRUMALAINAICKENPALAYAM
JOTHIPURAM (PO), COIMBATORE - 47
REP. BY ITS AUTHORISED SIGNATORY
MR. S.PRABHU

... PETITIONER in WP No.16104 of 2021

1 SIVAA BLUE METALS
WEG NO.386 HTSC NO.487 SFNO.782
NATHAKADAIYAR ROAD NALL ROAD PARANCERVALI
(PO) KANGAYAM- 638 701 REPD BY ITS MANAGER
R.MADANKUMAR

... PETITIONER in WP No.17735 of 2021

1 HINDUSTAN SPINNERS WEG NO.
03924390147 NO. 223 METTUPALAYAM ROAD
NARASIMMANAICKENPALAYAM COIMBATORE 641 031
REPD BY ITS AUTHORISED SIGNATORY C.CHINNAPPAN

... PETITIONER in WP No.18182 of 2021

1 M/S. V. THANGAVEL AND SONS
LTD NO. 61 RAJA STREET PALLIPALAYAM
ERODE - 638 006 REP BY ITS DIRECTOR
T.KARTHIKEYAN

... PETITIONER in WP No.16825 of 2021

1 PRATHAYANI WIND FIRMS P LTD
WEG NO.154 (OLD NO.165) 223 METTUPALAYAM
ROAD NARASHIMANICKENPALAYAM COIMBATORE-
641 031 REPD BY ITS AUTHORISED SIGNATORY
C.CHINNAPPAN

... PETITIONER in WP No.17192 of 2021

1 SREE JAGATHGURU TEXTILES MILLS P LTD
WEG NO.168 (OLD NO.169) 21/201
SGV ROAD SIVANATHAPURAM VELLAKOVIL- 638 111
REPD BY ITS AUTHORISED SIGNATORY T.ESWARAN.

... PETITIONER in WP No.17730 of 2021

1 SHIVA TEXYARN LIMITED
HTSC NO. 351 SF NO. 371 / 5 KARADIVAVI
RAOD PARUVAI POST KARANAMPETTAI COIMBATORE
641 658 REPD.
BY ITS VICE PRESIDENT MR. P.BASKAR

... PETITIONER in WP No.17045 of 2021

1 HINDUSTAN TEXTILES 'B' UNIT
HTSC NO.99 AND 68 30-B IIND WARD
THIRUMALANAICKENPALAYAM JOTHIPURAM (PO)
COIMBATORE- 47. REPD BY ITS AUTHORIZED
SIGNATORY MR.S.PRABHU

... PETITIONER in WP No.16608 of 2021

1 VMP ENERGY (P) LTD,
WEG NO. 122 134 135 AND 136 NO. 328 / 2A
THIRUSENTHUR MURUGAN NAGAR OPP KUMARAN KOTTAM
SULUR COIMBATORE 641 402 REPD. BY ITS
AUTHORISED S. SUKUMAR

... PETITIONER in WP No.16967 of 2021

1 VICTUS DYEINGS
WEG NO.385 HTSC NO.53 SF NO.53/2 CHETTIURAI
THOTTAM KARAIPUDU VILLAGE VEERAPANDI (PO)
TIRUPUR- 641 605 REPD BY ITS MANAGER R.
MADANKUMAR.

... PETITIONER in WP No.17278 of 2021

1 SILVER SPRING SPINNERS INDIA (P) LIMITED
MULLIKULAM MALLI VILLAGE-626
141 SRIVILLIPUTHUR TALUK VIRUDHUNAGAR
DISTRICT REPD BY ITS AUTHORIZED SIGNATORY R.
SRIDHAR

... PETITIONER in WP No.21783 of 2021

1 SIVASAKTHI MODERN RICE MILLS
HTSC NO.451 61 KARUR MAIN ROAD KANGEYAM-
638701 TIRPUR REPD BY ITS PROPRIETOR
K.P.SAKTHIVEL

... PETITIONER in WP No.16328 of 2021

1 M/S.SABITHA VENKATESAN WIND
FARMS P LTD NO.358 (OLD NO.360
METTUPALAYAM ROAD COIMBATORE- 641043 REP BY
ITS AUTHORISED SIGNATORY V.NAMOBALAJI

... PETITIONER in WP No.16332 of 2021

1 JAYARAJ YARNS (INDIA)P.LTD
WEG. NO.73 (OLD NO.75) HTSC NO.89 ATHANUR
POST RASIPURAM TALUK NAMAKKAL- 636 301
REPD BY ITS AUTHORISED SIGNATORY K.MOHAN.

... PETITIONER in WP No.16603 of 2021

1 KURIAN ABRAHAM P LTD
WEG NO.34 13/1-423 M.S.ROAD PARVATHIPURAM
NAGERCOIL-629 003 REPD BY ITS DIRECTOR
PRAVEEN MATHEW.

... PETITIONER in WP No.17741 of 2021

1 PARTHAYANI WIND FIRMS PRIVATE LIMITED
WEG NO 169 (OLD NO. 128) 223
METTUPALAYAM ROAD NARASHIMANICKENPALAYAM
COIMBATORE 641 031 REPD. BY ITS AUTHORISED
SIGNATORY C.CHINNAPPAN

... PETITIONER in WP No.18174 of 2021

1 VELATHAL SPINNING MILLS PRIV ATE LIMITED
HTSC NO.104 PALLIPALYAM ERODE-
638 006 REPD BY ITS MANAGING DIRECTOR P.
SELVARAJ.

... PETITIONER in WP No.17185 of 2021

1 KURIAN ABRAHAM P LTD
WEG NO.117 13/1-423 M.S.ROAD PARVATHIPURAM
NAGERCOIL- 629 003 REPD BY ITS DIRECTOR
PRAVEEN MATHEW.

... PETITIONER in WP No.17285 of 2021

1 LNGSE EXPORTS P LTD
WEG NOS.77 79 125 126 AND 156 PB NO.
2201 BALAJI GARDENS SUGAR BREEDING
INSTITUTE P.O COIMBATORE- 641 031 REPD BY
ITS AUTHORISED SIGNATORY K.MANOHARAN

... PETITIONER in WP No.20514 of 2021

1 HINDUSTAN COTTON SPINNING MILLS
WEG NO. 039204390167 NO 341
METTUPALAYAM ROAD NARASIMMANAICKENPALAYAM
COIMBATORE 641 658 DISTRICT REPD BY ITS
MANAGING PARTNER S. SUNDARARAJAN

... PETITIONER in WP No.20579 of 2021

1 PURANI TEXTILESS PRIVATE LTD
WEG NO. 039204390178 NO 224 / 3C S.R.
THOTOM SITHANAICKENPALAYAM POST KARADIVAVI
(VIA) COIMBATORE 641 658 REPD BY ITS
DIRECTOR NITHYANANDAN

... PETITIONER in WP No.20584 of 2021

1 HINDUSTAN COTTON SPINNING MILLS
WEG NO. 039204390145 NO 341
METTUPALAYAM ROAD NARASIMMANAICKENPALAYAM
COIMBATORE 641 658 DISTRICT REPD BY ITS
MANAGING PARTNER S. SUNDARARAJAN

... PETITIONER in WP No.20587 of 2021

1 S P SPINNING MILLS PVT LTD
3/233- CUDDALORE MAIN ROAD KARIPATTI-636106
SALEM DT.REP BY ITS AUTHORIZED SIGNATORY N.
RAJASEKARAN

... PETITIONER in WP No.20595 of 2021

1 SRI SAIPRANAV WIND POWER PRIVATE LIMITED
REP BY ITS MANAGING DIRECTOR
41 MAJID STREET KANGAYAM 638 701 TIRUPUR
DISTRICT.

... PETITIONER in WP No.21321 of 2021

1 M/S.P.K.LAXMI MILL INDIA PVT LTD
(FORMERLY KNOWN AS GOOD WILL TEXTILE
MILLS PVT LTD) NO. 6 SANKAGIRI BYE PASS
ROAD PALLIPALAYAM POST ERODE - 638006 REP
BY ITS AUTHORISED SIGNATORY JAYAGOPAL P.K

... PETITIONER in WP No.21602 of 2021

1 SRI KARVEMBU TEXTILES P LTD
WEG NO.94 96 AND 123 HTSC NO. 90 SF NO.94
96 AND 123 THORRIYAPALAYAM MUTHUR - 638
105 THIRUPPUR REPD BY ITS MANAGING
DIRECTOR MR.S.RANGASAMY

... PETITIONER in WP(MD) No.12915 of 2021

1 ANNAI GREEN ENERGY P LTD
WEG NOS. 64 184 211 212 226 AND 292
4/370 PANCHAYAT OFFICE STREET AVARAIKULAM
TIRUNELVELI- 627 133 REPD. BY ITS
AUTHORIZED SIGNATORY MR.N.SELVAKUMAR

... PETITIONER in WP(MD) No.13171 of 2021

1 SIVA BLUE METALS
WEG HTSC NO. 387 HTSC NO. 487 S.F.NO. 782
NATHAKADAIYAR ROAD NALL ROAD PARANCERVALI
(PO) KANGEYAM TIRUPUR-638701. REPD. BY ITS
MANAGER MR. R.MADAN KUMAR

... PETITIONER in WP(MD) No.11880 of 2021

1 GOMUKI SPINNING MILL P LTD
WEG HTSC NO.384 HTSC NO.43
PALLGOUNDANPALAYAM UTHUKULI TALUK
TIRUPUR-638604 REPD BY ITS EXECUTIVE
DIRECTOR MR.S.MOGANRAJ

... PETITIONER in WP(MD) No.11881 of 2021

1 J.K.FENNER (INDIA) LIMITED
HTSC NO.578 NO.3 MELLAKKAL MAIN ROAD
KOCHADAI MADURAI - 625 016 REP BY ITS
AUTHORIZED SIGNATORY M.RAJSEKARA PANDIYAN

... PETITIONER in WP(MD) No.10864 of 2021

1 SIVARAJ SPINNING MILLS
WEG NO.98 99 100 118 AND 229 (OLD NO263)
HTSC NO.65 THADICOMBU DINDIGUL - 624 709
REPD.BY ITS AUTHORISED SIGNATORY MR.M.
VELUMANI

... PETITIONER in WP(MD) No.12586 of 2021

1 TVS SRICHAKRA LTD
REP BY ITS COMPANY SECRETARY TVS BUILDING
7-B WEST VELI STREET MADURAI - 625 001

... PETITIONER in WP(MD) No.10859 of 2021

1 SRI SHANMUGAVEL MILLS P LTD
WEG NO. 188 (OLD NO.208) HTSC NO.32
THADICOMBU DINDIGUL - 624 709 REPD.BY ITS
AUTHORISED SIGNATORY MR.M.VELUMANI

... PETITIONER in WP(MD) No.12587 of 2021

1 SRI KARVEMBUKUMARAN YARN PLTD.
WEG NO.105 HTSC NO.379 SF NO.72
THORRIPALAYAM MUTHUR -638105 TIRUPPUR
REPD. BY ITS MANAGING DIRECTOR MR.S.
RAMALINGAM

... PETITIONER in WP(MD) No.12914 of 2021

1 ANNAI WIND FARMS INDIA (P) LTD
WEG NOS.65 67 83 172 AND 192 4/370
PANCHAYAT OFFICE STREET AVARAIKULAM
TIRUNELVELI- 627 133 REPD. BY ITS AUTHORIZED
SIGNATORY MR.N.SELVAKUMAR

... PETITIONER in WP(MD) No.13172 of 2021

1 ANNAI BLUE METALS
WEG NO.296 HTSC NO.266 4/370 PANCHAYAT
OFFICE STREET AVARAIKULAM - 627 133 REPD.
BY ITS AUTHORIZED SIGNATORY MR.N.SELVAKUMAR

... PETITIONER in WP(MD) No.13173 of 2021

1 AQUA SUB ENGINEERING
A PARTNERSHIP FIRM REP BY ITS POWER AGENT
T.NARENDRAN S/O.S.K.TYAGARAJAN 8/125B
ARALVAIMOZHI POST ARALVAIMOZHI
KANYAKUMARI - 629 301

2 INDIAN WIND POWER ASSOCIATION
REP BY ITS SECRETARY GENERAL 3RD FLOOR 17
AND 18 WEST VELI STREET SIMMAKKAL
MADURAI- 625 001

... PETITIONERS in WP(MD) No.13255 of 2021

- Vs -

1. THE TAMIL NADU GENERATION
& DISTRIBUTION CORPORATION
TANGEDCO, 10TH FLOOR
EASTERN WING, N.P.K.R.R. MALIGAI
144, ANNA SALAI, CHENNAI 600 002
REP. BY ITS CHAIRMAN & MANAGING DIRECTOR

... IN ALL WPS & WPS(MD)

2. THE CHIEF ENGINEER
NON-CONVENTIONAL ENERGY SOURCES (NCES)
TANGEDCO, 2ND FLOOR, EASTERN WING
144, ANNA SALAI, CHENNAI 600 002.

... IN ALL WPS & WPS(MD)EXCEPT WP.21321/2021
& WP(MD)13255/2021

***3 THE SUPERINTENDING ENGINEER,**
**TANGEDCO,**
**COIMBATORE ELECTRICITY DISTRIBUTION CIRCLE/NORTH,**
**COIMBATORE.**

**4 THE SUPERINTENDING ENGINEER,**
**TANGEDCO, PALLADAM ELECTRICITY DISTRIBUTION CIRCLE,**
**PALLADAM.**

**5 TAMIL NADU ELECTRICITY,**
**REGULATORY COMMISSION 6TH FLOOR,**
**SIDCO CORPORATE OFFICE BUILDING,**
**THIRU.VI.KA.INDUSTRIAL ESTATE, GUINDY CHENNAI - 600 032**
**THROUGH ITS SECRETARY.**

**... R3 to R5 in WP No.16104 of 2021**

3 THE SUPERINTENDING ENGINEER
TANGEDCO TIRUPUR ELECTRICITY DISTRIBUTION
CIRCLE NORTH TIRUPUR.

4 THE SUPERINTENDING ENGINEER
TANGEDCO TIRUNELVELI ELECTRICITY
DISTRIBUTION CIRCLE TIRUNELVELI.

5 TAMIL NADU ELECTRICITY
REGULATORY COMMISSION 6TH FLOOR SIDCO
CORPORATE OFFICE BUILDING THIRU.VI.KA.
INDUSTRIAL ESTATE GUINDY CHENNAI - 600 032
THROUGH ITS SECRETARY.

... RESPONDENTS in WP No.17735 of 2021

3 THE SUPERINTENDING ENGINEER
TANGEDCO COIMBATORE ELECTRICITY DISTRIBUTION
CIRCLE (NORTH) COIMBATORE

4 THE SUPERINTENDING ENGINEER
TANGEDCO PALLADAM ELECTRICITY DISTRIBUTION
CIRCLE PALLADAM

5 TAMIL NADU ELECTRICITY REGULATORY COMMISSION
6TH FLOOR SIDCO CORPORATE
OFFICE BUILDING THIRU VI KA INDUSTRIAL
ESTATE GUINDY CHENNAI 600 032 THROUGH ITS
SECRETARY

... RESPONDENTS in WP No.18182 of 2021

3 THE SUPERINTENDING ENGINEER
TANGEDCO PALLADAM ELECTRICITY DISTRIBUTION
CIRCLE PALLADAM.

4 THE SUPERINTENDING ENGINEER
TANGEDCO METTUR ELECTRICITY DISTRIBUTION
CIRCLE METTUR DAM.

5 TAMIL NADU ELECTRICITY
REGULATORY COMMISSION 4TH FLOOR SIDCO CORPORATE
OFFICE BUILDING THIRU. VI. KA. INDUSTRIAL
ESTATE GUINDY CHENNAI - 32 THROUGH ITS
SECRETARY.

... RESPONDENTS in WP No.16825 of 2021

3 THE SUPERINTENDING ENGINEER
TANGEDCO COIMBATORE ELECTRICITY
DISTRIBUTION CIRCLE/ (METRO) COIMBATORE.

4 THE SUPERINTENDING ENGINEER
TANGEDCO PALLADAM ELECTRICITY DISTRIBUTION
CIRCLE PALLADAM.

5 TAMIL NADU ELECTRICITY REGULATORY COMMISSION
6TH FLOOR SIDCO
CORPORATE OFFICE BUILDING THIRU.VI.KA.
INDUSTRIAL ESTATE GUINDY CHENNAI REP BY
ITS SECRETARY.

... RESPONDENTS in WP No.17192 of 2021

3 THE SUPERINTENDING ENGINEER
TANGEDCO TIRUPUR ELECTRICITY DISTRIBUTION
CIRCLE TIRUPPUR.

4 THE SUPERINTENDING ENGINEER
TANGEDCO PALLADAM ELECTRICITY DISTRIBUTION
CIRCLE PALLADAM.

5 TAMIL NADU ELECTRICITY
REGULATORY COMMISSION 6TH FLOOR SIDCO
CORPORATE OFFICE BUILDING THIRU.VI.KA.
INDUSTRIAL ESTATE GUINDY CHENNAI - 600 032
THROUGH ITS SECRETARY.

... RESPONDENTS in WP No.17730 of 2021

3 THE SUPERINTENDING ENGINEER
TANGEDCO COIMBATORE ELECTRICITY DISTRIBUTION
CIRCLE / METRO COIMBATORE

4 THE SUPERINTENDING ENGINEER
TANGEDCO UDUMALPET ELECTRICITY DISTRIBUTION
CIRCLE UDUMALPET

5 THE SUPERINTENDING ENGINEER
TANGEDCO PALLADAM ELECTRICITY DISTRIBUTION
CIRCLE PALLADAM

6 TAMIL NADU ELECTRICITY
REGULATORY COMMISSION 6TH FLOOR SIDCO CORPORATE
OFFICE BUILDING THIRU VI.KA INDUSTRIAL
ESTATE GUINDY CHENNAI 32 THROUGH ITS
SECRETARY

... RESPONDENTS in WP No.17045 of 2021

3 THE SUPERINTENDING ENGINEER
TANGEDCO COIMBATORE ELECTRICITY
DISTRIBUTION CIRCLE/ NORTH COIMBATORE.

4 THE SUPERINTENDING ENGINEER
TANGEDCO PALLADAM ELECTRICITY DISTRIBUTION
CIRCLE PALLADAM.

5 TAMIL NADU ELECTRICITY REGUL
ATORY COMMISSION 6TH FLOOR SIDCO CORPORATE
OFFICE BUILDING THIRU.VI.KA.INDUSTRIAL
ESTATE GUINDY CHENNAI- 600 032 THROUGH ITS
SECRETARY.

... RESPONDENTS in WP No.16608 of 2021

3 THE SUPERINTENDING ENGINEER
TANGEDCO COIMBATORE ELECTRICITY DISTRIBUTION
CIRCLE / METRO COIMBATORE

4 THE SUPERINTENDING ENGINEER
TANGEDCO PALLADAM ELECTRICITY DISTRIBUTION
CIRCLE PALLADAM

5 TAMIL NADU ELECTRICITY
REGULATORY COMMISSION 6TH FLOOR SIDCO CORPORATE
OFFICE BUILDING THIRU. VI.KA. INDUSTRIAL
ESTATE GUINDY CHENNAI 32 THROUGH ITS
SECRETARY

... RESPONDENTS in WP No.16967 of 2021

3 THE SUPERINTENDING ENGINEER
TANGEDCO TIRUPUR ELECTRICITY DISTRIBUTION
CIRCLE/ NORTH TIRUPUR.

4 THE SUPERINTENDING ENGINEER
TANGEDCO TIRUNELVELI ELECTRICITY
DISTRIBUTION CIRCLE TIRUNELVELI.

5 TAMIL NADU ELECTRICITY
REGULATORY COMMISSION 6TH FLOOR SIDCO CORPORATE
BUILDING THIRU.VI.KA.INDUSTRIAL ESTATE
GUINDY CHENNAI- 600 032.THROUGH ITS
SECRETARY.

... RESPONDENTS in WP No.17278 of 2021

3 THE SUPERINTENDING ENGINEER
TANGEDCO VIRUDHUNAGAR ELECTRICITY
DISTRIBUTION CIRCLE VIRUDHUNAGAR

4 THE SUPERINTENDING ENGINEER
TANGEDCO KANYAKUMARI ELECTRICITY
DISTRIBUTION CIRCLE KANYAKUMARI

5 THE SUPERINTENDING ENGINEER
TANGEDCO TIRUNELVELI ELECTRICITY
DISTRIBUTION CIRCLE TIRUNELVELI

6 TAMIL NADU ELECTRICITY
REGULATORY COMMISSION 6TH FLOOR SIDCO CORPORATE
OFFICE BUILDING THIRU.VI.KA.INDUSTRIAL
ESTATE GUINDY CHENNAI-600 032 THROUGH ITS
SECRETARY

... RESPONDENTS in WP No.21783 of 2021

3 THE SUPERINTENDING ENGINEER
TANGEDCO TIRUPUR ELECTRICITY DISTRIBUTION
CIRCLE / NORTH TIRUPPUR

4 THE SUPERINTENDING ENGINEER
TANGEDCO UDUMALPET ELECTRICITY DISTRIBUTION
CIRCLE UDUMALPET

5 TAMIL NADU ELECTRICITY
REGULATORY COMMISSION 6TH FLOOR SIDCO
CORPORATE OFFICE BUILDING THIRU.VI.KA.
INDUSTRIAL ESTATE GUINDY CHENNAI- 600032
THROUGH ITS SECRETARY

... RESPONDENTS in WP No.16328 of 2021

3 THE SUPERINTENDING ENGINEER
TANGEDCO COIMBATORE ELECTRICITY DISTRIBUTION
CIRCLE / NORTH COIMBATORE

4 THE SUPERINTENDING ENGINEER
TANGEDCO PALLADAM ELECTRICITY DISTRIBUTION
CIRCLE PALLADAM

5 TAMIL NADU ELECTRICITY
REGULATORY COMMISSION 4TH FLOOR SIDCO
CORPORATE OFFICE BUILDING THIRU.VI.KA.
INDUSTRIAL ESTATE GUINDY CHENNAI- 600032
THROUGH ITS SECRETARY

... RESPONDENTS in WP No.16332 of 2021

3 THE SUPERINTENDING ENGINEER
TANGEDCO NAMAKKAL ELECTRICITY DISTRIBUTION
CIRCLE/ NORTH NAMAKKAL.

4 THE SUPERINTENDING ENGINEER
TANGEDCO UDUMALPET ELECTRICITY DISTRIBUTION
CIRCLE UDUMALPET.

5 TAMIL NADU ELECTRICITY REGUL
ATORY COMMISSION 6TH FLOOR SIDCO CORPORATE
OFFICE BUILDING THIRU.VI.KA.INDUSTRIAL
ESTATE GUINDY CHENNAI- 600 032 THROUGH ITS
SECRETARY.

... RESPONDENTS in WP No.16603 of 2021

3 THE SUPERINTENDING ENGINEER
TANGEDCO KANYAKUMARI ELECTRICITY
DISTRIBUTION CIRCLE KANYAKUMARI .

4 TAMIL NADU ELECTRICITY
REGULATORY COMMISSION 6TH FLOOR SIDCO
CORPORATE OFFICE BUILDING THIRU.VI.KA.
INDUSTRIAL ESTATE GUINDY CHENNAI - 600 032
REP BY ITS SECRETARY.

... RESPONDENTS in WP No.17741 of 2021

3 THE SUPERINTENDING ENGINEER
TANGEDCO COIMBATORE ELECTRICITY DISTRIBUTION
CIRCLE (METRO) COIMBATORE

4 THE SUPERINTENDING ENGINEER
TANGEDCO PALLADAM ELECTRICITY DISTRIBUTION
CIRCLE PALLADAM

5 TAMI NADU ELECTRICITY
REGULATORY COMMISSION 6TH FLOOR SIDCO CORPORATE
OFFICE BUILDING THIRU VI KA INDUSTRIAL
ESTATE GUINDY CHENNAI 600 032 REPRESENTED
BY ITS SECRETARY

... RESPONDENTS in WP No.18174 of 2021

3 THE SUPERINTENDING ENGINEER
TANGEDCO METTUR ELECTRICITY DISTRIBUTION
CIRCLE METTUR DAM.

4 THE SUPERINTENDING ENGINEER
TANGEDCO DINDIGUL ELECTRICITY DISTRIBUTION
CIRCLE DINDIGUL.

5 THE SUPERINTENDING ENGINEER
TANGEDCO COIMBATORE ELECTRICITY
DISTRIBUTION CIRCLE METRO COIMBATORE .

6 THE SUPERINTENDING ENGINEER
TANGEDCO COIMBATORE ELECTRICITY
DISTRIBUTION CIRCLE NORTH COIMBATORE.

7 THE SUPERINTENDING ENGINEER
TANGEDCO TIRUPPUR ELECTRICITY DISTRIBUTION
CIRCLE TIRUPPUR.

8 THE SUPERINTENDING ENGINEER
TANGEDCO PALLADAM ELECTRICITY DISTRIBUTION
CIRCLE PALLADAM.

9 TAMIL NADU ELECTRICITY
REGULATORY COMMISSION 6TH FLOOR SIDCO
CORPORATE OFFICE BUILDING THIRU.VI.KA.
INDUSTRIAL ESTATE GUINDY CHENNAI REP BY
ITS SECRETARY.

... RESPONDENTS in WP No.17185 of 2021

3 THE SUPERINTENDING ENGINEER
TANGEDCO KANYAKUMARI ELECTRICITY
DISTRIBUTION CIRCLE KANYAKUMARI

4 TAMIL NADU ELECTRICITY
REGULATORY COMMISSION 6TH FLOOR SIDCO CORPORATE
OFFICE BUILDING THIRU.VI.KA.INDUSTRIAL ESTATE
GUINDY CHENNAI- 600 032.
REPRESENTED BY ITS SECRETARY.

... RESPONDENTS in WP No.17285 of 2021

3 THE SUPERINTENDING ENGINEER
TANGEDCO CHENNAI (WEST) ELECTRICITY
DISTRIBUTION CIRCLE CHENNAI.

4 THE SUPERINTENDING ENINGEER
TANGEDCO CHENGALPATTU ELECTRICITY
DISTRIBUTION CIRCLE CHENGALPATTU.

5 THE SUPERINTENDING ENINGEER
TANGEDCO PUDHUKOTTAI ELECTRICITY
DISTRIBUTION CIRCLE PUDHUKOTTAI .

6 THE SUPERINTENDING ENINGEER
TANGEDCO UDUMALPET ELECTRICITY DISTRIBUTION
CIRCLE UDUMALPET .

7 THE SUPERINTENDING ENGINEER
TANGEDCO PALLADAM ELECTRICITY DISTRIBUTION
CIRCLE PALLADAM .

8 TAMIL NADU ELCTRICITY
REGULATORY COMMISSION 6TH FLOOR SIDCO CORPORATE
OFFICE BUILDING THIRU.VI.KA. INDUSTRIAL
ESTATE GUINDY CHENNAI- 600 032 REP BY
ITS SECRETARY.

... RESPONDENTS in WP No.20514 of 2021

3 THE SUPERINTENDING ENGINEER
TANGEDCO COIMBATORE NORTH ELECTRICITY
DISTRIBUTION CIRCLE COIMBATORE

4 THE SUPERINTENDING ENGINEER
TANGEDCO PALLADAM ELECTRICITY DISTRIBUTION
CIRCLE PALLADAM

5 TAMIL NADU ELECTRICITY
REGULATORY COMMISSION 6TH FLOOR SIDCO CORPORATE
OFFICE BUILDING THIRU. VI KA. INDUSTRIAL
ESTATE GUINDY CHENNAI 600 032 THROUGH ITS
SECRETARY

... RESPONDENTS in WP No.20579 of 2021

3 THE SUPERINTENDING ENGINEER
TANGEDCO PALLADAM ELECTRICITY DISTRIBUTION
CIRCLE PALLADAM

4 TAMIL NADU ELECTRICITY REGUL
ATORY COMMISSION 6TH FLOOR SIDCO CORPORATE
OFFICE BUILDING THIRU. VI KA. INDUSTRIAL
ESTATE GUINDY CHENNAI 600 032 THROUGH ITS
SECRETARY

... RESPONDENTS in WP No.20584 of 2021

3 THE SUPERINTENDING ENGINEER
TANGEDCO COIMBATORE NORTH ELECTRICITY
DISTRIBUTION CIRCLE COIMBATORE

4 THE SUPERINTENDING ENGINEER
TANGEDCO PALLADAM ELECTRICITY DISTRIBUTION
CIRCLE PALLADAM

5 TAMIL NADU ELECTRICITY
REGULATORY COMMISSION 6TH FLOOR SIDCO CORPORATE
OFFICE BUILDING THIRU. VI KA. INDUSTRIAL
ESTATE GUINDY CHENNAI 600 032 THROUGH ITS
SECRETARY

... RESPONDENTS in WP No.20587 of 2021

3 THE SUPERINTENDING ENGINEER
TANGEDCO SALEM ELECTRICITY DISTRIBUTION
CIRCLE SALEM

4 THE SUPERINTENDING ENGINEER
TANGEDCO TIRUNELVELI ELECTRICITY
DISTRIBUTION CIRCLE TIRUNELVELI

5 TAMIL NADU ELECTRICITY
REGULATORY COMMISSION 6TH FLOOR SIDCO CORPORATE
OFFICE BUILDING THIRU.VI.KA.INDUSTRIAL
ESTATE GUINDY CHENNAI-600 032 THROUGH ITS
SECRETARY

... RESPONDENTS in WP No.20595 of 2021

2 THE CHIEF FINANCIAL CONTROLLER
TANGEDCO N.P.K.R.R.MALIGAI 144
ANNA SALAI CHENNAI- 600 002

3 THE CHIEF ENGINEER
NON- CONVENTIONAL ENERGY SOURCES (NCES)
TANGEDCO 2ND FLOOR EASTERN WING 144 ANNA
SALAI CHENNAI- 600 002

4 THE SUPERINTENDING ENGINEER
TANGEDCO TIRUNELVELI EDC TIRUNELVELI.

5 THE SUPERINTENDING ENGINEER
TANGEDCO THOOTHUKUDI EDC THOOTHUKUDI.

6 THE SUPERINTENDING ENGINEER
TANGEDCO KANGEYAM EDC KANGEYAM.

7 THE SUPERINTENDING ENGINEER
TANGEDCO MADURAI METRO EDC MADURAI METRO.

8 THE SUPERINTENDING ENGINEER
TANGEDCO SIVAGANGAI EDC SIVAGANGAI.

9 REGENT GARMENTS AND TEXTILES
REP BY ITS MANAGING DIRECTOR NO.477A 3/1
SIDCO INDUSTRIAL ESTATE THITTAN KULAM
KOVILPATTI- 628 501 TUTICORIN DISTRICT.

10 P.S.G. SPINNING MILLS (P) LT
D.. REP BY ITS MANAGING DIRECTOR NO.27
MAJID STREET KANGEYAM TIRUPPUR DISTRICT.

11 P.KAYALVIZHI
THENI ANANDAM SPINNING MILLS REP BY ITS
PROPRIETOR NO.19 ALWARPURAM
THIRUVENKATAPURAM ATHIKULAM MADURAI NORTH
TALUK MADURAI- 625002.

12 JAYASHREE SPUN BOND
REP BY ITS MANAGING DIRECTOR NO.3/4A
NEDUNKULAM MAIN ROAD POTTAPALAYAM
THIRUPPUVANAM SIVAGANGI DISTRICT.

13 RRB ENERGY LIMITED
GA-1/ B-1 EXTENSION MOHAN CO-OPERATIVE
INDUSTRIAL ESTATE MATHURA ROAD
NEW DELHI DI 110044.

... RESPONDENTS in WP No.21321 of 2021

3 THE SUPERINTENDING ENGINEER
TANGEDCO DINDIGUL ELECTRICITY DISTRIBUTION
CIRCLE DINDIGUL.

4 THE SUPERINTENDING ENGINEER
TANGEDCO KANYAKUMARI ELECTRICITY
DISTRIBUTION CIRCLE KANYAKUMARI.

5 TAMILNADU ELECTRICITY
REGULATORY COMMISSION 6TH FLOOR SIDCO CORPORATE
OFFICE BUILDING THIRU. VI. KA. INDUSTRIAL
ESTATE GUINDY CHENNAI - 600 032 THROUGH
ITS SECRETARY.

... RESPONDENTS in WP No.21602 of 2021

3 THE SUPERINTENDING ENGINEER
TANGEDCO  ERODE ELECTRICITY DISTRIBUTION
CIRCLE METRO ERODE.

4 THE SUPERINTENDING ENGINEER
TANGEDCO  KANYAKUMARI ELECTRICITY
DISTRIBUTION CIRCLE METRO
KANYAKUMARI.

5 THE SUPERINTENDING ENGINEER
TANGEDCO  TIRUNVELVELI ELECTRICITY
DISTRIBUTION CIRCLE  TIRUNELVELI.

6 TAMIL NADU ELECTRICITY
REGULATORY COMMISSION 6TH FLOOR  SIDCO CORPORATE
OFFICE BULDING  THIRU VI.KA. INDUSTRIAL
ESTATE  GUINDY  CHENNAI-32.
THROUGH ITS SECRETARY.

... RESPONDENTS in WP(MD) No.12915 of 2021

3 THE SUPERINTENDING ENGINEER
TANGEDCO  COIMBATORE ELECTRICITY
DISTRIBUTION CIRCLE/NORTH  COIMBATORE.

4 THE SUPERINTENDING ENGINEER
TANGEDCO  GOBI ELECTRICITY DISTRIBUTION
CIRCLE  GOBICHETTIPALAYAM.

5 THE SUPERINTENDING ENGINEER
TANGEDCO  TIRUNVELVELI ELECTRICITY
DISTRIBUTION CIRCLE  TIRUNELVELI.

6 TAMIL NADU ELECTRICITY
REGULATORY COMMISSION  6TH FLOOR  SIDCO CORPORATE
OFFICE BULDING  THIRU VI.KA. INDUSTRIAL
ESTATE  GUINDY  CHENNAI-32.
REPRESENTED BY ITS SECRETARY.

... RESPONDENTS in WP(MD) No.13171 of 2021

3 THE SUPERINTENDING ENGINEER
TANGEDCO  PALLADAM ELECTRICITY DISTRIBUTION
CIRCLE  PALLADAM.

4 THE SUPERINTENDING ENGINEER
TANGEDCO  TIRUNVELVELI ELECTRICITY
DISTRIBUTION CIRCLE  TIRUNELVELI.

5 TAMIL NADU ELECTRICITY
REGULATORY COMMISSION 5TH FLOOR SIDCO CORPORATE
OFFICE BULDING THIRU VI.KA. INDUSTRIAL
ESTATE GUINDY CHENNAI-32. THROUGH ITS
SECRETARY.

... RESPONDENTS in WP(MD) No.11880 of 2021

3 THE SUPERINTENDING ENGINEER
TANGEDCO ERODE ELECTRICITY DISTRIBUTION
CIRCLE ERODE.

4 THE SUPERINTENDING ENGINEER
TANGEDCO TIRUNVELVELI ELECTRICITY
DISTRIBUTION CIRCLE TIRUNELVELI.

5 TAMIL NADU ELECTRICITY
REGULATORY COMMISSION 5TH FLOOR SIDCO CORPORATE
OFFICE BULDING THIRU VI.KA. INDUSTRIAL
ESTATE GUINDY CHENNAI-32. THROUGH ITS
SECRETARY.

.. RESPONDENTS in WP(MD) No.11881 of 2021

3 THE SUPEINTENDING ENGINEER
TANGEDCO KANYAKUMARI EDC KANYAKUMARI

4 THE SUPEINTENDING ENGINEER
TANGEDCO MADURAI ELECTRICITY DISTRIBUTION
CIRCLE (METRO) MADURAI

5 THE SUPEINTENDING ENGINEER
TANGEDCO KARUR ELECTRICITY DISTRIBUTION
CIRCLE KARUR

6 THE SUPEINTENDING ENGINEER
TANGEDCO CHENGALPATTU ELECTRICITY
DISTRIBUTION CIRCLE CHENGALPATTU

7 THE SUPEINTENDING ENGINEER
TANGEDCO DHARMAPURI ELECTRICITY
DISTRIBUTION CIRCLE DHARMAPURI.

8 TAMILNADU ELECTRICITY
REGULATORY COMMISSION 4TH FLOOR SIDCO CORPORATE
OFFICE BUILDING THIRU.VI.KA.INDUSTRIAL
ESTATE GUINDY CHENNAI - 600 032. THROUGH
ITS SECRETARY

... RESPONDENTS in WP(MD) No.10864 of 2021

3 THE SUPERINTENDING ENGINEER
TANGEDCO DINDIGUL ELECTRICITY DISTRIBUTION
CIRCLE METRO COIMBATORE

4 THE SUPERINTENDING ENGINEER
TANGEDCO UDUMALPET ELECTRICITY CIRCLE
UDUMALPET.

5 THE SUPERINTENDING ENGINEER
TIRUNELVELI ELECTRICITY DISTRIBUTION CIRCLE
TIRUNELVELI.

6 TAMILNADU ELECTRICITY
REGULATION COMMISSION 6TH FLOOR SIDCO CORPORATE
OFFICE BUILDING THIRU.VI.KA.INDUSTRIAL
ESTATE GUINDY CHENNAI- 600 032 THROUGH ITS
SECRETARY

... RESPONDENTS in WP(MD) No.12586 of 2021

3 THE SUPEINTENDING ENGINEER
TANGEDCO PALLADAM ELECTRICITY DISTRIBUTION
CIRCLE PALLADAM

4 THE SUPERINTENDING ENGINEER
TANGEDCO MADURAI ELECTRICITY DISTRIBUTION
CIRCLE MADURAI

... RESPONDENTS in WP(MD) No.10859 of 2021

3 THE SUPERINTENDING ENGINEER
TANGEDCO DINDIGUL ELECTRICITY DISTRIBUTION
CIRCLE/METRO COIMBATORE.

4 THE SUPERINTENDING ENGINEER
TANGEDCO UDUMALPET ELECTRICITY CIRCLE
UDUMALPET.

5 TAMILNADU ELECTRICITY
REGULATION COMMISSION 6TH FLOOR SIDCO CORPORATE
OFFICE BUILDING THIRU.VI.KA.INDUSTRIAL
ESTATE GUINDY CHENNAI- 600 032 THROUGH ITS
SECRETARY

... RESPONDENTS in WP(MD) No.12587 of 2021

3 THE SUPERINTENDING ENGINEER
TANGEDCO ERODE ELECTRICITY DISTRIBUTION
CIRCLE METRO ERODE.

4 THE SUPERINTENDING ENGINEER
TANGEDCO TIRUNVELVELI ELECTRICITY
DISTRIBUTION CIRCLE TIRUNELVELI.

5 TAMIL NADU ELECTRICITY
REGULATORY COMMISSION 6TH FLOOR SIDCO CORPORATE
OFFICE BULDING THIRU VI.KA. INDUSTRIAL
ESTATE GUINDY CHENNAI-32. THROUGH ITS
SECRETARY.

... RESPONDENTS in WP(MD) No.12914 of 2021

3 THE SUPERINTENDING ENGINEER
TANGEDCO GOBI ELECTRICITY DISTRIBUTION
CIRCLE GOBICHETTIPALAYAM.

4 THE SUPERINTENDING ENGINEER
TANGEDCO MADURAI ELECTRICITY DISTRIBUTION
CIRCLE MADURAI.

5 THE SUPERINTENDING ENGINEER
TANGEDCO TIRUNVELVELI ELECTRICITY
DISTRIBUTION CIRCLE TIRUNELVELI.

6 TAMIL NADU ELECTRICITY
REGULATORY COMMISSION 6TH FLOOR SIDCO CORPORATE
OFFICE BULDING THIRU VI.KA. INDUSTRIAL
ESTATE GUINDY CHENNAI-600 032. REPRESENTED
BY ITS SECRETARY.

... RESPONDENTS in WP(MD) No.13172 of 2021

3 THE SUPERINTENDING ENGINEER
TANGEDCO TIRUNVELVELI ELECTRICITY
DISTRIBUTION CIRCLE TIRUNELVELI.

4 TAMIL NADU ELECTRICITY
REGULATORY COMMISSION 6TH FLOOR SIDCO CORPORATE
OFFICE BULDING THIRU VI.KA. INDUSTRIAL
ESTATE GUINDY CHENNAI-32. REPRESENTED BY
ITS SECRETARY.

... RESPONDENTS in WP(MD) No.13173 of 2021

2 THE CHIEF FINANCIAL CONTROLLER,
TANGEDCO N.P.K.R.R.MALIGAI 144
ANNA SALAI CHENNAI- 600 002

3 THE CHIEF ENGINEER
NON-CONVENTIONAL ENERGY SOURCES(NCES)
TANGEDCO 2ND FLOOR EASTERN WING N.P.K.R.
R.MALIGAI 144 ANNA SALAI CHENNAI - 600 002

4 THE SUPEINTENDING ENGINEER
TANGEDCO KANYAKUMARI EDC KANYAKUMARI-1

5 THE SUPERINTENDING ENGINEER
TANGEDCO COIMBATORE EDC COIMBATORE

... RESPONDENTS in WP(MD) No.13255 of 2021

W.P. No.16104 of 2021 filed under Article 226 of the Constitution of India praying this Court to issue a writ of of mandamus directing 1st to 4th respondents to strictly adhere to the terms of the subsisting Energy Wheeling Agreement dated 20.03.2009 between the petitioner and TANGEDCO by continuing to adopt the arrangement of captive adjustment of the wind energy generated in the petitioner's WEG Nos.039204390144 (Old No.193) against the petitioner's own HTSC No.99 & 68 and consequently account for all the generated units with appropriate banking facility and adjustments of all such units for the period from 05/2021.

WP No.17735 of 2021:

Directing the 1st to 4th Respondents to strictly adhere to the terms of the subsisting Energy Wheeling Agreements dated 31.05.2017 between the petitioner and TANGEDCO by continuing to adopt the arrangement of captive adjustment of the wind energy generated in the petitioners WEG No.386 against the Petitioners own HTSC No.487 and consequently account for all the generated units with appropriate banking facility and adjustments of all such units for the period from 05/2021.

WP No.18182 of 2021:

Directing the 1st to 4th Respondents to strictly adhere to the terms of the subsisting Energy Wheeling Agreement dated 29.10.2007 between the petitioner and TANGEDCO by continuing to adopt the arrangement of captive adjustment of the wind energy generated in the petitioners WEG Nos 147 (Old No. 200) against the petitioners own HTSC No. 58 and consequently account for all the generated units with appropriate banking facility and adjustments of all such units for the period from 05/2021

WP No.16825 of 2021:

Directing the 1st to 4th respondents to strictly adhere to the terms of the subsisting Energy Wheeling Agreement dated 08.09.2009 between the Petitioner and TANGEDCO by continuing to adopt the arrangement of captive adjustment of the wind energy generated in the Petitioner WEG NOs. 171 (OLD No. 221) against the petitioners own HTSC No. 288 and consequently account for all the generated units with appropriate banking facility and adjustments of all such units for the period from 05 / 2021

WP No.17192 of 2021:

Directing the 1st to 4th Respondents to strictly adhere to the terms of the subsisting Energy Wheeling Agreements dated 13.10.2017 respectively between the petitioner and TANGEDCO by continuing to adopt the arrangement of captive adjustment of the wind energy generated in the petitioners WEG No. 154 (old No.165), against the petitioners Group Captive Consumer having HTSC No.283 and 417 and consequently account for all the generated units with appropriate banking facility and adjustments of all such units for the period from 04/2021.

WP No.17730 of 2021:

Directing the 1st to 4th Respondents to strictly adhere to the terms of the subsisting Energy Wheeling Agreements dated 29.04.2015 between the petitioner and TANGEDCO by continuing to adopt the arrangement of captive adjustment of the wind energy generated in the petitioners WEG No.168 (Old No.169) against the Petitioners own HTSC No.422 and 378, and consequently account for all the generated units with appropriate baking facility and adjustments of all such units for the period from 04/2021.

WP No.17045 of 2021:

Directing the 1st to 5th respondents to strictly adhere to the terms of the subsisting Energy wheeling Agreement dated 20.4.2009 31.10.2009 and 09.11.2009 respectively between the petitioner and TANGEDCO by continuing to adopt the arrangement of captive adjustment of the wind energy generated in the petitioners WEG Nos. 06, 07, 08, 09, 56, 57, 58, 59, 60, 61, 63, 10, 11, 12, 13, 14, 136 138, 144, 145, 51, 52, 53 and 56 against the petitioners own HTSC No. 351 and consequently account for all generated units with appropriate banking facility and adjustments of all such units for the period from 05/2021

WP No.16608 of 2021:

Directing the 1st to 4th Respondents to strictly adhere to the terms of the subsisting Energy Wheeling Agreement dated 26.12.2014 between the petitioner and TANGEDCO by continuing to adopt the arrangement of captive adjustment of the wind energy generated in the petitioners WEG Nos.039204390176 (Old No.167) against the petitioners own HTSC No.68 and 99, and consequently account for all the generated units with appropriate banking facility and adjustments of all such units for the period from 05/2021.

WP No.16967 of 2021:

Directing the 1st to 4th Respondents to strictly adhere to the terms of the subsisting Energy Wheeling Agreements dated 07.04.2018 respectively between the petitioner and TANGEDCO by continuing to adopt the arrangement of captive adjustment of the wind energy generated in the petitioners WEG Nos. 122, 134 135 and 136 against the petitioners Group Captive Consumer having HTSC No. 256, 415, 400 and 269 and consequently account for all the generated units with appropriate banking facility and adjustments of all such units for the period from 05 / 2021

WP No.17278 of 2021:

Directing the 1st to 4th Respondents to strictly adhere to the terms of the subsisting Energy Wheeling Agreement dated 31.05.2017 between the petitioner and TANGEDCO by continuing to adopt the arrangement of captive adjustment of the wind energy generated in the petitioners WEG Nos.385 against the petitioners own HTSC No.53, and consequently account for all the generated units with appropriate banking facility and adjustments of all such units for the period from 05/2021.

WP No.21783 of 2021:

Directing the 1st to 4th Respondents to strictly adhere to the terms of the subsisting Energy Wheeling Agreement dated 14.12.2009 and 15.12.2009 between the petitioner and TANGEDCO by continuing to adopt the arrangement of captive adjustment of the wind energy generated in the petitioners WEG Nos.079204740051 (Old No.51) 079204720089 (Old No.89) and 079204720203 (Old No.203) against the petitioners own HTSC No.174 and consequently account for all the generated units with appropriate banking facility and adjustments of all such units for the period from 04/2021

WP No.16328 of 2021:

Directing the 1st to 4th Respondents to strictly adhere to the terms of the subsisting Energy Wheeling Agreement dated 14.5.2018 between the petitioner and TANGEDCO by continuing to adopt the agreement of captive adjustment of the wind energy generated in the petitioners WEG Nos.74(Old No.U76) and 75 (Old No.U77) against the petitioners own HTSC No.451 and consequently account for all the generated units with appropriate banking facility and adjustments of all such units for the period from 6/2021

WP No.16332 of 2021:

directing the 1st to 5th Respondents to strictly adhere to the terms of the subsisting Energy Wheeling Agreement dated 7.4.2016 between the petitioner and TANGEDCO by continuing to adopt the agreement of captive adjustment of the wind energy generated in the petitioners WEG Nos.175(Old No.166) against the HTSC No. 69 and 377 coming under the 3rd respondent and consequently account for all the generated units with appropriate banking facility and adjustments of all such units for the period from 4/-2021

WP No.16603 of 2021:

Directing the 1st to 4th Respondents to strictly adhere to the terms of the subsisting Energy Wheeling Agreement dated 28.05.2015 between the petitioner and TANGEDCO by continuing to adopt the arrangement of captive adjustment of the wind energy generated in the petitioners WEG Nos. 73 (Old No.75 ) against the petitioners own HTSC No.89, and consequently account for all the generated units with appropriate banking facility and adjustments of all such units for the period from 04/2021.

WP No.17741 of 2021:

Directing the 1st to 3rd Respondents to strictly adhere to the terms of the subsisting Energy Wheeling Agreements dated 06.06.2016 between the petitioner and TANGEDCO by continuing to adopt the arrangement of captive adjustment of the wind energy generated in the petitioners WEG No.34 against the Petitioners group Captive consumer having HTSC No.53 and 92 and consequently account for all the generated units with appropriate baking facility and adjustments of all such units for the period from 05/2021.

WP No.18174 of 2021:

Directing the 1st to 4thRespondents to strictly adhere to the terms of the subsisting Energy Wheeling Agreements dated 13.10.2017 respectively between the petitioner and TANGEDCO by continuing to adopt the arrangement of captive adjustment of the wind energy generated in the petitioners WEG No 169 ( Old No. 128) against the petitioners Group captive Consumer having HTSC No. 283 and 417 and consequently account for all the generated units with appropriate banking facility and adjustments of all such units for the period from 04/2021

WP No.17185 of 2021:

Directing the 2nd to 8th Respondents to strictly adhere to the terms of the subsisting Energy Wheeling Agreements dated 06.05.2017 between the petitioner and TANGEDCO by continuing to adopt the arrangement of captive adjustment of the wind energy generated in the petitioners WEG No.104 against the Petitioners Group Captive Consumer having HTSC No.65,153,74,50,121,290,93, 125 and 299 and consequently account for all the generated units with appropriate baking facility and adjustments of all such units for the period from 06/2021.

WP No.17285 of 2021:

Directing the 1st to 3rd Respondents to strictly adhere to the terms of the subsisting Energy Wheeling Agreement dated 05.06.2016 between the petitioner and TANGEDCO by continuing to adopt the arrangement of captive adjustment of the wind energy generated in the petitioners WEG No.117 against the petitioners Group Captive consumer having HTSC No.27 and 92 , and consequently account for all the generated units with appropriate banking facility and adjustments of all such units for the period from 05/2021.

WP No.20514 of 2021:

Directing the 1st to 7th Respondents to strictly adhere to the terms of the subsisting Energy wheeling Agreements dated 17.07.2017 respectively between the petitioner and TANGEDCO by continuing to adopt the arrangement of captive adjustment of the wind energy generated in the petitioners WEG Nos.77 (Old No.75), 79 (Old No.77), 125 (Old No.106),126(Old No.115) and 156 (Old No.149) against the petitioner Group captive consumer having HTSC No. 1573, 1758, 348, 489,148 and 268 and consequently account for all the generated units with appropriate banking facility and adjustments of all such units for the period from 07/2021.

WP No.20579 of 2021:

Directing the 1st to 4th Respondents to strictly adhere to the terms of the subsisting Energy Wheeling Agreement dated 01.10.2009 between the petitioner and TANGEDCO by continuing to adopt the arrangement of captive adjustment of the wind energy generated in the petitioners WEG No. 039204390167 against the petitioners own HTSC No. 03909430 0079 and consequently account for all the generated units with appropriate banking facility and adjustments of all such units for the period from 04/2021

WP No.20584 of 2021:

Directing the 1st to 3rd Respondents to strictly adhere to the terms of the subsisting Energy Wheeling Agreement dated 17.03.2009 between the petitioner and TANGEDCO by continuing to adopt the arrangement of captive adjustment of the wind energy generated in the petitioners WEG No. 039204390178 against the petitioners own HTSC No. 0247 and consequently account for all the generated units with appropriate banking facility and adjustments of all such units for the period from 04/2021

WP No.20587 of 2021:

Directing the 1st to 4th Respondents to strictly adhere to the terms of the subsisting Energy Wheeling Agreement dated 01.10.2009 between the petitioner and TANGEDCO by continuing to adopt the arrangement of captive adjustment of the wind energy generated in the petitioners WEG No. 039204390145 against the petitioners own HTSC No.0079 and consequently account for all the generated units with appropriate banking facility and adjustments of all such units for the period from 04/2021

WP No.20595 of 2021:

Directing the 1st and 4th respondents to strictly adhere to the terms of the subsisting Energy Wheeling Agreement dated 20.2.2009 between the petitioner and TANGEDCO by continuing to adopt the arrangement of captive adjustment of the wind energy generated in the petitioners WEG Nos.90, 180,254, 255, 304, 367, 368 and 396 against the petitioners own HTSC No.0074 and consequently account for all the generated units with appropriate banking facility and adjustments of all such units for the period from 04/2021

WP No.21321 of 2021:

Directing the 1st to 8th Respondents to strictly adhere to the terms of the subsisting Energy Wheeling Agreement dated 07.06.2019 between the petitioner and TANGEDCO by ensuring captive adjustment of the wind energy generated in the petitioners generating end HTSC WFHTSC Nos.138 and 139 against the 9th, 10th, 11th and 12th Respondents and account for all the generated units at the generating end for the period 1.11.2018 to 31.05.2019 and from 1.4.2021 onwards and effect appropriate banking and adjustments of all such units, without treating the petitioners WEGs as having crossed lifetime limits, thereby redrawing the CC Bills of the 9th to 12th Respondents with appropriate adjustments for the entire period or alternatively adjust such units not accounted for in the future CC bills and make payments of un utilized banked units to the petitioner.

WP No.21602 of 2021:

Directing the 1st and 4th respondents to strictly adhere to the terms of the subsisting Energy Wheeling Agreement dated 03.08.2012 between the Petitioner and TANGEDCO by continuing to adopt the arrangement of Captive adjustment of the wind energy generated in the Petitioners WEG Nos. NO. 079204740091 and 079204740092 against the petitioners own HTSC NO. 0327 and consequently account for all the generated units with appropriate banking facility and adjustments of all such units for the period from 04/2021

WP(MD) No.12915 of 2021:

To issue a Writ, Order or Direction, more in the nature of a Writ of Mandamus, directing the 1st to 5th respondents to strictly adhere to the terms of the subsisting Energy Wheeling Agreements dated 02.01.2014 and 19.04.2013 respectively between the Petitioner and TANGEDCO by continuing to adopt the arrangement of captive adjustment of the wind energy generated in the Petitioners WEG No.94, 96 and 123 against the Petitioners own HTSC No.90 and consequently account for all the generated units with appropriate banking facility and adjustments of all such units for the period from 05/2021

WP(MD) No.13171 of 2021:

To issue a Writ, Order or Direction, more in the nature of a Writ of Mandamus, directing the 1st to 5th Respondents to strictly adhere to the terms of the subsisting Energy Wheeling Agreements dated 09.10.2015 respectively between the Petitioner and TANGEDCO by continuing to adopt the arrangement of captive adjustment of the wind energy generated in the Petitioners WEG NOs. 64,184,211,212,226 and 292 against the Petitioners Group Captive Consumer having HTSC No.266, 217 and 67 and consequently account for all the generated units with appropriate banking facility and adjustments of all such units for the period from 05/2021

WP(MD) No.11880 of 2021:

To issue a writ, order or direction, more in the nature of a writ of mandamus, directing the 1st to 4th respondents to strictly adhere to the terms of the subsisting Energy Wheeling Agreement dated 31.05.2017 between the petitioner and TANGEDCO by continuing to adopt the arrangement of captive adjustment of the wind energy generated in the petitioners WEG No. 387 against the petitioners own HTSC No. 487 and consequently account for all the generated units with appropriate banking facility and adjustments of all such units for the period from 05/2021

WP(MD) No.11881 of 2021:

To issue a Writ, Order or Direction, more in the nature of a Writ of Mandamus, directing the 1st to 4th Respondents to strictly adhere to the terms of the subsisting Energy Wheeling Agreement dated 31.05.2017 between the Petitioner and TANGEDCO by continuing to adopt the arrangement of captive adjustment of the wind energy generated in the Petitioners WEG No.384 against the Petitioners own HTSC NO.43 and consequently account for all the generated units with appropriate banking facility and adjustments of all such units for the period from 05/2021

WP(MD) No.10864 of 2021:

To issue a Writ, Order or Direction, more in the nature of a Writ of mandamus, directing the 1st to 7th respondents to strictly adhere to the terms of the subsisting Energy Wheeling Agreement dated 08.06.2017 between the petitioner and TANGEDGCO by continuing to adopt the arrangement of captive adjustment of the wind energy generated in the Petitioners WEG No.170 against the petitioner own HTSC No.37, 306, 578 & 82 and consequently account for all the generated units with appropriate banking facility and adjustments of all such units for the period from March 2021.

WP(MD) No.12586 of 2021:

To issue a Writ, Order or Direction, more in the nature of a Writ of Mandamus, directing the 1st to 5th Respondents to strictly adhere to the terms of the subsisting Energy Wheeling Agreements dated 15.02.2019 and 16.02.2019 respectively between the Petitioner and TANGEDCO by continuing to adopt the arrangement of captive adjustment of the wind energy generated in the Petitioners WEG No.98, 99, 100, 110 & 229 (Old No.263) against the Petitioners own HTSC NO.65, and consequently account for all the generated units with appropriate banking facility and adjustments of all such units for the period from 05/2021

WP(MD) No.10859 of 2021:

To issue a Writ, Order or Direction, more in the nature of a Writ of Mandamus, directing the 2nd to 4th respondents to strictly adhere to the terms of the subsisting Energy Wheeling Agreement dated 29.06.2016 between the petitioner and TANGEDCO by ensuring captive adjustment of the wind energy generated in the petitioner`s bearing generating end HTSC No.039204390160, against the petitioner`s HTSC No.45 and 126 at consuming end, and account for all the generated units at the generating end and effect appropriate banking and adjustments of all such units, without treating the petitioner`s WEGs as having crossed lifetime limits, from October 2020 when incorrect adjustments were done thereby redrawing the CC bills with appropriate adjustments for the entire period or alternatively adjust such units not accounted for in the future CC bills.

WP(MD) No.12587 of 2021:

To issue a Writ, Order or Direction, more in the nature of a Writ of Mandamus, directing the 1st to 5th respondents to strictly adhere to the terms of the subsisting Energy Wheeling Agreement dated 13.02.2019 between the Petitioner and TANGEDCO by continuing to adopt the arrangement of captive adjustment of the wind energy generated in the Petitioners WEG NO.188 (Old No.208) against the Petitioners own HTSC NO.32 and consequently account for all the generated units with appropriate banking facility and adjustments of all such units for the period from 05/2021

WP(MD) No.12914 of 2021:

To issue a Writ, Order or Direction, more in the nature of a Writ of Mandamus, directing the 1st to 4th Respondents to strictly adhere to the terms of the subsisting Energy Wheeling Agreements dated 03.10.2019 between the Petitioner and TANGEDCO by continuing to adopt the arrangement of captive adjustment of the wind energy generated in the Petitioners WEG No.105 against the Petitioners own HTSC No.379 and consequently account for all the generated units with appropriate banking facility and adjustments of all such units for the period from 05/2021

WP(MD) No.13172 of 2021:

To issue a Writ, Order or Direction, more in the nature of a Writ of Mandamus, directing the 1st to 5th Respondents to strictly adhere to the terms of the subsisting Energy Wheeling Agreements dated 09.09.2016 and 30.04.2018 respectively between the Petitioner and TANGEDCO by continuing to adopt the arrangement of captive adjustment of the wind energy generated in the Petitioners WEG NOs.65,67,83,172 and 192 against the Petitioners Group Captive Consumer having HTSC NO.22 and 187 and consequently account for all the generated units with appropriate banking facility and adjustments of all such units for the period from 05/2021

WP(MD) No.13173 of 2021:

To issue a Writ, Order or Direction, more in the nature of a Writ of Mandamus, directing the 1st to 3rd Respondents to strictly adhere to the terms of the subsisting Energy Wheeling Agreements dated 21.07.2014 between the Petitioner and TANGEDCO by continuing to adopt the arrangement of captive adjustment of the wind energy generated in the Petitioners WEG NO.296 against the Petitioners own HTSC No.266 and consequently account for all the generated units with appropriate banking facility and adjustments of all such units for the period from 04/2021

WP(MD) No.13255 of 2021:

To issue a Writ of Declaration or any other Writ or direction in the nature of a writ of declaration declaring that the action of the respondents in treating the wind energy generators in the State of Tamilnadu as having crossed lifetime limits and consequently preventing captive adjustment of wind energy, banking of excess units and treating banked units after 01.04.2021 as lapsed as being arbitrary, illegal and contrary to the order dated 02.02.2021 issued by the Hon`ble Tamilnadu Electricity Regulatory Commission in M.P.NO.3 of 2019 and the rights of Wind Energy Generators under the right of open access under the Electricity Act, 2003

For Petitioners : Mr.Rahul Balaji
in WP.21321/21 WP(MD)10859/21
WP(MD)13255/21
Mr. R.S.Pandiyaraj
all WPS & WP(MD)-(except)
WP(MD)13255/21

For Respondents : Mr. J.Ravindran, AAG
assisted by Mr. L.Jai Venkatesh
in all WPS & WPS(MD)

COMMON ORDER

The petitioners, who are captive consumers, have presented the petitions before this Court for a direction to the respondents 1 to 4 to comply with the orders issued by the 5$^{th}$ respondent with regard to adjustment of the power through wheeling and utilisation of the banked energy by the petitioners for their industries.

2. The case of the petitioners, as found unfolded through the affidavit filed in support of the petitions is that the petitioners, being industries requiring uninterrupted electricity supply, in order to ensure the same and also with a view to adopt environment friendly policies, which is encouraged and envisaged by the State of Tamil Nadu, had invested in setting up of wind mills/Wind Energy Generators (for short 'WEG') at feasible locations for generation of wind power, typically in the wind rich southern districts and the power generated is wheeled to the destination for use in exercise of the right of a captive generator u/s 9 of the Electricity Act, 2003.

3. Vide agreement entered into between the respective petitioners and TANGEDCO, WEG's were commissioned by the petitioners on various dates, after entering into agreement with TANGEDCO and issuance of approval letters, wherein the proposal of the petitioner to use the energy generated from their respective WEG's were approved for captive consumption by the respective petitioners, which is in line with the Energy Wheeling Agreement (for short 'EWA') entered into which is valid for the respective term, as provided in the EWA.

4. Since the wind energy is dependent mainly on winds during the season between June and September every year, in order to ensure its viability, banking is provided for wind energy generation in and by which the wind energy units generated during a particular month for the period commencing April 1$^{st}$ of a year which is not utilised during that month is kept banked and such units can be drawn and utilised until the 31$^{st}$ March of the following year. The excess units, therefore, generated, is available to the wind energy generators in the wheeling category, as the wheeled units generated, which have since been banked, on payment of banking charges at the rates specified in the Tariff Orders approved by the 5th respondent. It is the further case of the petitioner that the banked energy is drawn and utilised for consumption by the in the subsequent months till 31$^{st}$ March. It is the further averment of the petitioners that any unit that remain unutilised after the aforesaid period from the banking account is deemed sold to TANGEDCO under the terms of the Tariff Orders and payment is effected to the captive generator at 75% of the tariff rate for the wind energy generated.

5. It is the further averment of the petitioners that the above practice is in vogue since the commencement of the Electricity Act, 2003 and the tariff orders issued by the 5$^{th}$

respondent under the relevant provisions. It is further averred that the issues relating to wheeling and captive consumption of electricity and charges payable thereof are governed by the provisions of the Electricity Act, 2003 and the Regulations framed by the 5th respondent in this regard, viz., Power Procurement from New and Renewable Sources of Energy Regulations, 2008 and the tariff orders issued for the wind energy from time to time.

6. Further, pursuant to the memo of the respondents relating to the life period of the WEGs, it was clarified by the 5th respondent that insofar as WEGs, which were commissioned prior to 31.3.2016, the life period would be 20 years and for WEGs commissioned after 1.4.2016, the life of the WEGs would be reckoned as 25 years and the crucial date for calculation of the period would be from the date of the original agreement.

7. It is the further averment of the petitioners that pursuant to the fixation of life span for WEGs by the 5th respondent, misconstruing the orders of the 5th respondent, the 1st respondent had erroneously issued directions to the effect that the WEGs commissioned before 31.3.2016, which have exhausted its life period of 20 years and the WEGs commissioned after 1.4.2016, which will have a life span of 25 years shall not be permitted to continue wheeling and adjustment of wind energy since there is no subsisting contract or regularoty approval for such extension. It was further directed that the WEGs running beyond the life period but having EWSs due to renewal shall also be verified and adjustment of wind energy shall be discontinued immediately as there is no regulatory provision to continue beyond the life period of 20/25 years for the said WEGs, as the case may be.

8. It is the stand of the petitioners that the above instructions is wholly wrong and erroneous as the unilateral instructions issued by one party to the contract entered into on the format approved by the 5th respondent is per se impermissible in detriment to the other party to the contract on an interpretation, that suits TANGEDCO. It is the further averment of the petitioners that the life span fixed by the 5th respondent cannot be taken to mean that the contract entered into between the petitioners and TANGEDCO would become void after the life time of the WEGs.

9. It is the further averment of the petitioners that the action of the respondents in treating the wind energy generated in WEGs, which completed 20 years of life, as unaccounted and lapsed is being done without the approval of the 5th respondent and such decisions taken by TANGEDCO on its own is unsustainable and the petition sent in this regard has not yielded any action

or response from TANGEDCO. The act of the 5th respondent in not accounting the energy generated and as lapsed causes irreparable loss to the petitioner, which has resulted in the filing of the present petitions.

10. Learned counsel appearing for the respective petitioners submitted that the act of the respondents in interpreting the order of the 5th respondent is arbitrary and illegal and the said interpretation has deprived the WEGs under captive consumption scheme the benefit of banking of its units generated by the WEGs, not only defeating the commercial viability of erecting a WEG for self-consumption, but is against the EWA entered into between the petitioners and TANGEDCO. It is the further submission of the learned counsel for the petitioners that the erroneous interpretation has affected the statutory and contractual rights of the petitioners and the rights vested on the petitioners by the Electricity Act for right to open access cannot be taken away by any Regulation, order or circular, as the Act has an overriding effect on all the other laws.

11. Learned counsel appearing for the petitioners submit that as against the orders of the 5th respondent, appeal was taken by TANGEDCO before the appellate authority, viz., APTEL and, in turn, APTEL had held that withdrawal of banking facility by TANGEDCO is wholly erroneous and had rendered a finding that there shall be no change in the rules for power banking by any further order until a study is undertaken and based on analysis of proper data gathered, informed conclusions relating to financial impact and the impact it causes on various stakeholders should be arrived at. It is the submission of the learned counsel for the petitioners that inspite of the orders of APTEL, the banking facility is sought to be withdrawn by TANGEDCO and banking facility is not provided, which would be evident from the generation statement pertaining to individual petitioners, which shows that amounts of units available at the hands of TANGEDCO during the relevant point of time. It is the submission of the learned counsel for the petitioners that the units, which are to be available to the credit of the individual petitioners at the hands of TANGEDCO have been wiped off due to the said circulars issued by TANGEDCO in contravention of the orders passed by APTEL.

12. It is the further submission of the learned counsel for the petitioners that though APTEL had clearly directed that no order should be passed relating to power banking until a comprehensive study is made analysing the impact, however, without scant regard to the same, TANGEDCO has wiped off the units, which have been available to the credit of the individual petitioners over the twelve months period.

13. It is the further submission of the learned counsel for the petitioners that the petitioners are captive consumers, as they being the generators of electricity and the end consumers insofar as the said electricity are concerned and that they are not mere generators of electricity, which is sold to TANGEDCO under Energy Purchase Agreement. The clauses found in the energy purchase agreement should not be imported into the EWA to which the petitioners are party along with TANGEDCO.

14. It is the further submission of the learned counsel for the petitioners that the life span fixed for the WEGs as 20/25 years alone cannot form the basis for scrapping the WEGs as with the technological explosion and proper maintenance, WEGs can be made to function well beyond the said period. It is the further submission of the learned counsel for the petitioners that even as per international standards, 30 years has been fixed as the basic life time of WEGs.

15. It is the further submission of the learned counsel for the petitioners that even repowering of WEGs by installation of new machinery would in no way alter the EWA entered into between the petitioners and TANGEDCO and upgradation in technology would not affect the agreement between the parties. It is the further submission of the learned counsel for the petitioners that the tariff orders passed by the 5th respondent relates only to the tariff to be fixed for open access and banking and it cannot alter the terms and conditions, which have been mutually agreed by the parties in the EWA.

16. Learned counsel appearing for the petitioners also submitted that insofar as standards of safety of machines is concerned, the WEGs of the petitioners would adhere to the safety instructions to be passed by CEIG and MNRE, for which draft guidelines have been issued under the Draft Indian Wind Turbine Certification Scheme and once the safety norms are notified, the petitioners would strictly adhere to the norms as is fixed by the central authorities.

17. To buttress the aforesaid contentions, learned counsel for the petitioners invited the attention of this Court to the findings rendered by APTEL and also the EWA and the tariff orders issued by the 5th respondent, which will be adverted to by this Court, at the appropriate place.

18. In the above backdrop of the facts and circumstances, learned counsel appearing for the petitioners submit that the appellate authority, viz., APTEL, having already held in favour of the petitioner with regard to banking by negativing the stand of TANGEDCO withdrawing banking facility, this Court may issue

appropriate directions to respondents 1 to 4 to adhere and comply with the directions issued by APTEL in its order dated 28.01.2021. Accordingly, the petitioners prays for allowing the present petitions.



19. Per contra, learned Addl. Advocate General appearing for respondents 1 to 4 submits that the agreement with the petitioners is governed by the tariff order issued by the 5th respondent. It is the submission of the learned Addl. Advocate General that the first of the tariff order relating to wind power was issued by the 5th respondent, upon its constitution on 15.5.2006 and that with regard to the Energy Purchase Agreement (for short 'EPA'), it has been finalised that the said power purchase agreement would be for a period of 20 years. In furtherance to the same, the 5th respondent issued agreement format, both for EPA and EWA, which was executed between TANGEDCO and WEGs. In the said agreement, it has been prescribed that the minimum period is 5 years and the life of the machinery was fixed at 20 years and, therefore, from the above it is evident that while the life of the WEGs was fixed at 20 years, the agreement was only for a period of 5 years.

20. It is the further submission of the learned Addl. Advocate General that revised agreement was executed between TANGEDCO and the WEGs with regard to captive/third party utility change and name transfer approval and that the said commissioning of WEG is not only based on the approval of TANGEDCO in relation to energy generated from the WEGs for captive usage or sale to board, but also subject to the approval/certification of the MNRE/Government of India. It is the contention of the learned Addl. Advocate General that the petitioners have not fulfilled the second leg, in that the petitioners have not fulfilled/obtained certification from MNRE/Government of India with regard to the lifetime of the machinery, safety of machines and decommissioning.

21. It is the further submission of the learned Addl. Advocate General that the life span of the machines of the petitioners is a matter of concern for TANGEDCO with regard to banking of power, which was one of the clauses agreed upon in the agreement, which was for a period of five years. It is the submission of the learned Addl. Advocate General that the longer the life of the machine, the consequences of fault and safety of power generation increases and the lines of TANGEDCO, which is connected to the central grid, being used by the WEGs for the purpose of wheeling the power generated by them, which is wheeled through the electrical feeders maintained by TANGEDCO, any deficiency in the machine, would have a detrimental impact not only on generation, but also on wheeling, which would not only affect the electrical grid, but would be catastrophic, in

that the safety and security of the citizens would be at stake as the lines, carrying the electricity generated by the WEGs are maintained by TANGEDCO and any safety concern, which arises at the point of WEGs would have a cascading impact on the electricity supplied by TANGEDCO.

22. It is the further submission of the learned Addl. Advocate General that only for ensuring complete safety, the WEGs, which have completed more than 20 years of erection and performance, its suitability, durability and synchronisation with the distribution/transmission system in view of the technological development, would have an impact on the generation/transmission and wheeling of electricity through the grid line. Further, the longer the age of the WEGs, the comparability of the same with the present technological advancement would be drastically low, which will also be not safe to have the WEGs to generate electricity for transmission through the grid lines of TANGEDCO.

23. It is the further submission of the learned Addl. Advocate General that the impugned circular memo dated 29.8.2019 was issued after noticing the fact that many of the WEGs have exhausted its life period of 20 years (for the WEGs commissioned before 31.3.2016) and 25 years (for the WEGs commissioned after 1.4.2016) and, therefore, it would not be in the interest of TANGEDCO to continue with the wheeling and adjustment of wind energy as there is no subsisting contract or regulatory approval for such extension. Thereffore, the impugned circular memo was issued for enabling the respondents to verify and adjust the wind energy insofar as the WEGs running beyond the life period, inspite of EWA being renewed due to re-energising/repowering of the old WEGs by the captive consumers. It is therefore the submission of the learned Addl. Advocate General that inspite of existing EWA, the WEGs, which have crossed its life span of 20 years, were stopped from enforcing the EWA and, therefore, the banking provided under the EWA entered into between the said WEGs and TANGEDC was discontinued by TANGEDCO.

24. It is the submission of the learned Addl. Advocate General that everything is covered by the tariff order issued by the 5$^{th}$ respondent and the tariff order issued by the 5$^{th}$ respondent having prescribed the life span of the WEGs with regard to its date of commissioning, enforcement of the tariff order by TANGEDCO by issuance of the impugned circular memo cannot be said to be illegal.

25. It is the submission of the learned Addl. Advocate General that in order to consider the continuance, the generator has to prove that the WEGs are indeed safe to be operated beyond the life time by producing safety test certificates from the

competent authorities and then such WEGs have to enter into revised agreement in order to continue the usage for any further period with a certification that the plant/project is safe. However, it is the submission of the learned Addl. Advocate General that no such certification has been produced by the petitioners from MNRE/CERC (Central Electricity Regulatory Commission) and in the absence of such certificates or modalities framed by the said statutory bodies, allowing the petitioners to wheel the electricity generated by such WEGs would be injurious to TANGEDCO as any untoward incident in the WEGs would have a follow through effect on the lines maintained by TANGEDCO.

26. It is the submission of the learned Addl. Advocate General that in view of the interim orders of this Court, based on the safety certificates, if any, produced from the competent authorities, TANGEDCO is reviewing the allotment facility provided to the WEGs and in the absence of such certificate being produced, in view of the tariff orders being issued by the 5th respondent, banking facility is not provided by TANGEDCO.

27. Learned Addl. Advocate General further submitted that as against the order of APTEL which has allowed banking facility in favour of the petitioners, appeal has been filed before the Hon'ble Supreme Court in Civil Appeal Nos.2202 to 2205/2021 and the same are pending before the Hon'ble Supreme Court and certain interim orders as to recovery has been passed by the Hon'ble Supreme Court.

28. It is the further submission of the learned Addl. Advocate General that if at all the petitioners have any grievance against the action of respondents 1 to 4, the course open to the petitioners are to go before the 5th respondent, which is the statutory body created for adjudicating the inter se dispute between the WEGs and TANGEDCO and filing of the present petitions before this Court is wholly not maintainable. Accordingly, learned Addl. Advocate General prays that this Court may dismiss the present petitions and the petitioners may avail the remedy available to them before the 5th respondent if they have any grievance.

29. In reply to the submissions aforestated, learned counsel appearing for the petitioners submitted that only the 5th respondent is the competent authority to make any decision with regard to tariff and relating to any facility provided in EWA and TANGEDCO has no jurisdiction or authority to make any decision. It is the submission of the learned counsel for the petitioner that the act of TANGEDCO in issuing the impugned circular is only to avail the free power from the WEGs on

completion of 20 or 25 years, as the case may be and enrich itself to the detriment of the WEGs.

30. It is the further submission of the learned counsel for the petitioners that the action of the respondent in harping on the issue of safety of the windmills from allowing them to further functioning by claiming that there is a life span prescribed in the tariff orders, while the tariff orders only relate to calculation of tariff on the basis of investments and returns and for providing open access to windmills. Only when it comes to the issue of banking, the respondent claim that banked energy would lapse, but insofar as wheeling the energy as is generated, TANGEDCO has no quarrel. If really the stand of TANGEDCO with regard to safety of the WEGs is bona fide, TANGEDCO would be more concerned with the wheeling of electricity generated from the said WEGs. While TANGEDCO is not concerned about generation of electricity and wheeling, its is only concerned about banking the electricity generated by the captive consumers premising their case that the safety of the grid and the lines on account of the life span of the WEGs is put to peril.

31. It is therefore the submission of the learned counsel for the petitioners that the act of TANGEDCO is only to use the power generated by the WEGs, which remain unutilised during the period of generation, to be utilised by the open access consumers and earning consumption charges from the said banked units. It is the further submission of the learned counsel for the petitioners that the act of TANGEDCO is only to divert the whole issue by making submissions contrary to the express directives provided by the 5$^{th}$ respondent in the tariff order.

32. The issue of safety, being brought to the forefront by TANGEDCO, according to the petitioners, relying on the tariff orders, is only to divert the issues as the issue of safety and the life span of machines are governed by the rules and guidelines, that are to be issued by the MNRE/CERC and the petitioners herein undertake that as and when such guidelines and regulations for the safety and life of the WEGs are framed by MNRE/CERC, the petitioners would duly comply with the said guidelines and regulations.

33. It is therefore the submission of the learned counsel for the petitioners that once APTEL has approved the banking provided to the WEGs by setting aside the order of the 5$^{th}$ respondent with regard to banking and other aspects of the matter and APTEL also having held that to decide on the facilities such as banking, open access, wheeling, etc., provided in the EWA, a comprehensive study needs to be undertaken and only based on the data and after due deliberation

with all the stakeholders, decision could be arrived at, TANGEDCO, without adverting to such a process, is trying to achieve its object through the back door, which it was unable to achieve through the front door.

34. It is the further submission of the learned counsel for the petitioners that there are two category of WEGs, one pertaining to captive consumers and the other pertaining to sale to board and both the WEGs are governed by two different sets of agreement, viz., EWA and EPA. It is the submission of the learned counsel for the petitioners that TANGEDCO is trying to import the conditions, which forms part of EPA into the terms of agreement forming part of EWA, which is impermissible. It is the submission of the learned counsel for the petitioners that nowhere the petitioners are selling the electricity generated by them to TANGEDCO, but the energy generated by them is banked in the grid for subsequent use by the petitioners within a period of 12 months and any energy in excess of the consumption, banking charges are collected and the amount is paid to the petitioners at 75% of the tariff fixed for per unit of electricity generated. The said amount paid to the petitioners cannot be said to be purchase of electricity by TANGEDCO. The petitioners, being captive consumers of the energy generated by them cannot be equated to the WEGs, which are purely established for the purpose of generating electricity and selling the power to TANGEDCO.

35. It is the further submission of the learned counsel for the petitioners that by Tariff Order No.3 of 2016 dated 31.3.2016, all the WEGs irrespective of their date or commissioning, whether before 31.3.2016 or after 31.3.2016, the life span of the WEGs have been fixed at 25 years vide the aforesaid tariff order and, therefore, the claim of TANGEDCO that WEGs commissioned prior to 31.3.2016 would be having a life span of only 20 years is wholly unsustainable.

36. It is the further submission of the learned counsel for the petitioners that the life span of the WEGs considered by TNERC is only for the limited purpose of determination of the Feed-in-Tariff for the energy sold to TANGEDCO and TNERC has nowhere placed any restriction on the life span of the WEGs that are wheeling power under the scheme of open access anywhere in its order. Therefore, the stand of TANGEDCO in the impugned circular is per se unsustainable and erroneous as no regulatory impediment or violation placed in the matter of execution of EWA for 20 years from the date of revised agreement. The act of TANGEDCO in stopping the power generated by the captive consumers from being adjusted, by trying to cover up their act, by claiming that the revised agreements were entered erroneously by mistake is a blatant lie and is an attempt on the part of

TANGEDCO only to wriggle out of their illegal act for not allowing banking of power by captive consumers.

37. It is the further submission of the petitioners that captive users have availed open access for wheeling the power for captive consumption and right to open access granted under the Electricity Act, 2003 and TANGEDCO has no authority to stop open access in any manner and trying to unjustly enrich themselves by making the entire energy generated by the captive WEGs to lapse without extending the banking facility provided in the tariff order.

38. It is the further stand of the petitioners MNRE has already come out with draft notification titled "Indian Wind Turbine Certification Scheme"which comprehensively addresses the procedure to be followed for ensuring the safety of the machines to which comments have already been submitted by the stakeholders with regard to the procedure to be followed to ensure the safety of the WEGs. It is therefore the submission of the learned counsel for the petitioners that once the final notification is issued by MNRE, comprehensively covering all the safety aspects, the same would be complied with by the petitioners in letter in spirit. In this regard, learned counsel for the petitioners also laid emphasis on the order passed by the 5th respondent in M.P. No.3 of 2019, wherein the issue was dealt with and wherein it was held that regarding safety of machines and decommissioning procedures, the WEGs are expected to comply with the relevant statutes, regulations, codes on safety over their lifetime and that the WEGs shall adhere to the safety instructions of inspecting authorities, viz., CEIG and that the scheme of assessment and decommissioning, as and when issued by MNRE shall be duly followed. When the 5th respondent has already mandated the WEGs to comply with the notification as and when issued by MNRE, TANGEDCO cannot come out with its own safety requirement and such act is only with unfair intention and ulterior motive to avoid wheeling of power and for enriching itself in utter disregard to the order passed by the 5th respondent. Therefore, the petitioners pray that respondents 1 to 4 be directed to comply with the terms of subsisting EWA, which has been upheld by APTEL and the banking facility be restored with appropriate adjustment of all such units.

39. This Court gave its anxious consideration to the submissions advanced by the learned counsel appearing on either side and perused the materials available on record.

40. There is no dispute about the fact that EWA has been entered into between the respective petitioners and TANGEDCO. A perusal of the EWA, which is available in the typed set of

records reveal that a comprehensive mechanism covering all aspects of wheeling, metering, banking, utilization of power, charges, etc., have been provided. In fact, some of the Energy Wheeling Agreements have been entered into even before the formation of the 5th respondent. It is equally not in dispute that on and from the date of constitution of the 5th respondent, all the issues pertaining to the agreement between the WEGs and TANGEDCO is to be determined by the 5th respondent. The 5th respondent is entrusted with the task of finalizing the tariff and also the modalities in the agreement between the WEGs and TANGEDCO pertaining to metering, banking, wheeling, utilisation of power, charges, etc.

41. It is further not in dispute that pursuant to the constitution of the 5th respondent, in the year 2006, first tariff order was issued vide No.3 dated 15.5.2006.. It is equally not in dispute that the format for agreement to be adopted for executing the EPA and EWA with the WEG was finalised by the 5th respondent and based on the said format, agreements are being executed between the WEGs and TANGEDCO. The present petitioners are captive consumers, who generate the energy and consume it for their own use and, accordingly, they come under the Energy Wheeling Agreement (EWA) as the energy generated by them is not sold to TANGEDCO.

42. Though the learned Addl. Advocate General laid emphasis on the energy sold to TANGEDCO, which is covered by the Energy Purchase Agreement entered into between the said WEGs and TANGEDCO, however, in the present case, as noticed above, the petitioners herein are captive consumers, who generate electricity for personal consumption and, therefore, they fall under the Energy Wheeling category. Therefore, this Court is concerned only with EWA and not in respect of the energy purchased by TANGEDCO, which is covered under EPA, viz., Energy Purchase Agreement.

43. As per the said EWA entered into between the WEGs and TANGEDCO, the captive consumers were provided with open access, wheeling and banking facility. The said factum is not in dispute. The whole issue has arisen between the WEGs and TANGEDCO on account of the circular issued by the respondents dated 31.7.2021 in and by which banking facility provided to the WEGs as per the agreement is revisited by TANGEDCO. The relevant portion of the said circular is extracted hereunder :-

> "In this connection it is stated that as per the Tariff Order issued by Hon'ble TNERC, vide Order No.3 of 2016 dt.31.03.2016; "7.9. Life of Plant and Machinery" and further as per the Tariff Order issued by the Hon'ble TNERC, vide

Order No.6 of 2018, dt.13.04.2018 "6.8 Life of Plant and Machinery 6.8.1 Commission considers a life period of 25 years as in the earlier order for wind energy issued in 2016."

Therefore, the WEGs which have exhausted its life period of 20 years (for the WEGs commissioned before 31.03.2016) and 25 years (for the WEGs commissioned on or after 01.04.2016) shall not be permitted to continue wheeling and adjustment of wind energy since there is no subsisting contract or regulatory approval for such extension. Similarly, the WEGs running beyond the life period but having EWAs due to renewal of EWAs as referred above, shall also to be verified and renewal of agreement after 'Name Transfer' or 'Change of Captive Consumer', the balance agreement period is to be calculated from the date of commissioning upto 20 years for the machines commissioned before 31.03.2016 and upto 25 years for the machines commissioned after 01.04.2016."

44. The whole gist of the case of the petitioners is that fixing of the life span of the WEGs having not been finalised and is pending consideration before APTEL, the act of the respondents in trying to stop the petitioners from wheeling the energy generated and banking the same with the respondents is wholly against the orders passed by APTEL, which has hitherto fore not accepted the order passed by TNERC in Order on generic tariff for Wind power and related issues in Order No.6/2018 dated 13.4.2018 and vide its order in Appeal No.191/2018, etc., Batch dated 28.1.2021, has permitted continuance of banking facility to the WEGs pending comprehensive study by the respondents and that being the case, the present circular by the respondents dated 31.07.2021 is wholly against the order passed by the Appellate Authority and the same deserves to be interfered with.

45. To appreciate the submissions advanced, it is but necessary to have a broad glimpse of the order passed by APTEL in Appeal No.191/2018, etc., Batch dated 28.1.2021. The issue mainly advanced before the Tribunal by TANGEDCO relates to doing away with power banking in addition to other allied issues and the same is quoted hereunder for reference :-

"2. The question of fairness of promotional dispensation in nature of "power banking" for wind power generators has surfaced yet against before this Tribunal.

* * * * * * *

4. By the impugned order dated 13.4.2018, the State Commission has, inter alia, increased the banking charges from 12% to 14% apart from holding that any WEG installed or commissioned after 31.03.2018 is not eligible for banking facility; withdrawn the banking facility to the existing WEGs including those which are selling power generated from such WEGs under the Third Party Sale Scheme, directed that Open Access Charges, hitherto collected at 40% ...........

5. The distribution licensee TANGEDCO is in appeal before us (by Appeal No.406 of 2019) being aggrieved because, in its submission, the banking facility is proving financially detrimental to its interest and deserves to be done away with, it also pressing for increase in cross subsidy surcharge from 50% to 100% (instead of 60% as granted by the Commission)."

46. In the above context of the case, APTEL had considered the materials before it and had answered the issue and the relevant portion of the said order is quoted hereunder :-

"62. Our considered view is that the contentions urged by each side of the divide are partly sound and partly misguided, the approach of the Commission being half-baked and wholly devoid of any logic, the legislative scheme and public policy having been violated. There are many a weighty reason for the banking facility to continue. At the same time, the concerns of the distribution licensee that the benefit of power banking is costing it dear cannot be lightly brushed aside. There is need to evolve formulae such that it may be possible for each stakeholder to gain from non-renewable sources like wind power - a win-win scenario - rather than sulk over being the one to suffer wrong end of the stick.

* * * * * * * *

64. From the legislative scheme enshrined in the Electricity Act, 2003, particularly sections 61 (h) and 86 (1)(e), it is quite clear that the mandate to the Regulator is to promote generation of electricity from renewable sources of energy. Such promotional measures are envisaged in matters of tariff as well as on matters of connectivity with the grid and sale to any person. The reforms brought in through this legislation require consistency and continuity of

public policy thereby promulgated, the thrust areas including the promotion of renewable energy. ...........

65. There is no dispute that the legislative policy envisages that :-

I. All feasible potential of non-conventional energy sources needs to be exploited fully;

II. Additional power generation capacity from non-conventional energy sources is to be encouraged;

III. The aim is that overall share of non-conventional energy source in the electricity mix must increase;

IV. Efforts have to be made to encourage private sector participation through suitable promotional measure;

V. Renewable energy sources being most environment friendly - there is an urgent need to promote generation based on such sources of energy;

VI. Such adequate promotional measures are to be taken as lead to development of technologies and a sustained growth of these sources; and

VII. Progressively the share of electricity from non-conventional sources is to be increased as per prescription of the SERCs which are under a mandate to determine appropriate differential in prices to promote non-conventional technologies so as to allow such technologies in terms of cost to compete with conventional sources.

* * * * * * * *

74. The banking facilities which were extended for good reasons from 1986 onwards pursuant to the State policy have been in force in one form or the other in various States even after promulgation of Electricity Act, 2003. There is no doubt that wind power capacity has grown exponentially over the years and the stark reality is that the wind capacity is seasonal and available for only a few months in a year . ..........

75. We find the claim of TANGEDCO for permanent discontinuance of the banking facilities to be radically extreme and patently contrary to the contemporaty letter and spirit of the prevalent law particularly concerning Wind Energy Resources.. There can be no doubt as to the fact

that mandate of Section 86 (1)(e) of Electricity Act is that renewable sources of energy are to be promoted and that for such promotion, suitable measures for connectivity with the grid and sale of electricity to any person are to be adopted, this besides such measures wherein mandatory quantum purchase or electricity from renewable sources of energy can be enforced. ...........

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77. The State Commission has chosen to maintain the banking facility for the existing WEGs for twelve months but has made a modification in the case of new WEGs by reducing and restricting the banking facility to one month and in the case of all existing and new WEGs disallowed banking when the generated electricity is sold to third parties. We do not find any reasons, much less sufficient, set out in the impugned order for such stipulation. This makes the impugned order injudicious and consequently unsustainable.

78. ........... The quantum of wind velocity obtainable, which determines the quantum of possible generation varies seasonally during periods known as high wind season, low wind season and sub-marginal wind season. It is this phenomenon which makes it imperative that banking facility be provided to Wind Power Projects for the whole year. It is doubtful that a wind power project, including a new project, can operate effectively with the banking facility being allowed for one month only. The generation during high wind season cannot be consumed fully in the same month of generation. It is necessarily required to be banked and consumed in later seasons. This inherent nature of use of wind generated power has been glossed over by the State Commission. the one-month period of banking affects the fundamental functioning of wind power projects providing a consistent quantum for consumption.

80. It appears that the Commission, by the impugned order, has introduced the questioned modifications because of the constant grouse of TANGEDCO that it has been affected by the banking facilities being provided to Wind Power Projects. While consumer interest and financial health of distribution licensee are important the provisions in regard to third party sale, open access and renewal energy sources are of equal significance. The Parliament in its wisdom has

considered it necessary that in larger public interest the environment-friendly sources be promoted by balancing such other interests. In competing interests, the balance has to struck. Moving pendulum-like from one end to the other is ad-hoc and myopic approach not expected of such high-powered statutory regulatory authority as TNERC. It is, if wa may use such analogy, akin to stretching the sheet to cover one extremity only to render the other unjustly uncovered.

81. There is no foundation laid to support the view that wind power projects have become so economical as to establish that continued support by such promotional measures as in question has become undeserved. Similarly, there is no scrutiny undertaken by the Commission to infer that banking facility is proving to be too onerous for the distribution licensee making it financially wholly unviable for it to operate or sustain.

* * * * * * * *

95. For the foregoing reasons, we find the impugned order, to the extent challenged, to be suffering from the vices of being shorn of reasons, arbitrary, capricious, unjust and inequitable. We, therefore, set aside and vacate the directions of the State Commission in the impugned order to the extent it stipulated (a) withdrawal of banking facility (i) for 12 months to Wind Power Projects commissioned after 31.03.2018 and (ii) altogether for all existing and new WEGs selling under third party open access sale scheme, irrespective of date or commissioning . ...........

96. We would not allow further ad hoc approach on the subject. We, thus, also direct that the State Commission shall not bring about changes in the rules for power banking (of the kind attempted through the non-speaking impugned decision) by any further order without undertaking a study based on requisite data properly gathered and analysed so as to draw informed conclusions about financial impact on various stakeholders. We are given to understand that there is sufficient time available for such study before the time for issuing fresh order on the subject for the next control period arrives. The work in this regard, thus, must begin forthwith and in right earnest. All stakeholders

shall be duty-bound to cooperate for making the endeavour meaningful."

47. On the heels of the said order of APTEL, which has set at naught the order of TNERC putting a brake on the provision of energy banking, the procedure for repowering the existing WEGs and to approve for the purchase of generation from the repowered WEGs at the Feed-in-Tariff (FIT) or the rate decided through bidding, whichever is less at the time of commissioning of Repowered Wind Energy Generators by TANGEDCO filing M.P. No.3/2019.

48. In the petition in M.P. No.3/2019 filed by TANGEDCO, the life span of the WEGs installed has not been decided or has it attained finality. In fact, in the said order, there is a categorical finding recorded by TNERC that from 1.4.2016 onwards, all WEGs, irrespective of the commissioning dates are allowed to maintain a life time period of 25 years and differenting the WEGs based on the commissioning date was not approved by TNERC. In this regard, the following submission was made by WEGs before TNERC :-

> "6.14. Repowering shall be done at the option of the generators and cannot be made mandatory merely because the design life is over. The design life of the WEGs was estimated as 20 years upto 31.3.2016 and as 25 years from 1.4.2016. Merely because the design life has been completed it cannot be concluded that the asset cannot continue to be in operation. WEGs can continue to generate and remain in good working condition much beyond the design life if maintained well. Most of the machines have been maintained by following sound maintenance practices. In many cases modifications have been retrofitted to improve the performance and life of the WEGs."

49. In this regard, based on the submission of TANGEDCO before TNERC, a finding has been recorded that TANGEDCO has made it clear during oral submission on 4.12.2019 as well as in the written submission that repowering is not mandatory and it is an option to be exercised by the wind generators. Further, TNERC has also held that treatment of excess energy and banking of energy in the case of captive and third party and adjustment of energy generated against consumption shall be as per the prevailing wind tariff orders on the date of commissioning of repowered machines.

50. From the above, it is amply evident that the wind tariff orders issued by TNERC shall form the basis of finalising

the tariff pertaining to generation, wheeling, open access, banking, consumption, adjustment, etc. It is also to be remembered at this stage that vide Order No.6/2018 dated 13.4.2018, while tariff was fixed in addition to changing the clauses relating to banking facilities which have been utilised by the captive consumers till then, however, the said order relating to power banking was set aside by the appellate authority, viz., APTEL, vide its order dated 28.1.2021 in Appeal No.191/2018, etc. Batch.

51. A conjoint reading of the order of TNERC dated 13.4.2018 coupled with the order of APTEL dated 28.1.2021 and the order passed by TNERC dated 2.2.2021 relating to repowering of WEGs and life span of the WEGs, it is clear that TNERC has stated that its tariff order relating to banking will hold the field, meaning thereby, that the order of TNERC merges itself with the appellate order of APTEL, which provides WEGs with the banking facility, which was in vogue since 1986 when WEGs were permitted to generate electricity.

52. In the background of the aforesaid facts and circumstances, the present impugned circular has been issued by TANGEDCO on 31.7.2021, which is put in issue.

53. Before taking up the above issue, one other ancillary contention has been advanced on behalf of the respondents 1 to 4 by the learned Addl. Advocate General that if at all the petitioners are aggrieved by any circular issued by TANGEDCO, the relief for the petitioners lie before the 5th respondent or APTEL as the case may be and the petitioners cannot come before this Court by filing the present writ petition, which is wholly unsustainable.

54. The above argument of the learned Addl. Advocate General is wholly misconceived and it demonstrates the weak straw, which the respondents are trying to clutch to make this Court to relegate the petitioners back to yard of the TNERC or APTEL. The Addl. Advocate General, in fact, has merely tried to impress upon this Court that the tariff orders alone govern all the acts and the benefits and liabilities eligible to the WEGs. There is no dispute about the fact that the tariff order covers the benefit and liabilities to which the WEGs/the petitioners are entitled to. However, the tariff order, which has been passed by TNERC, having been modified to provide for banking facilities in addition to other modification and the tariff order having merged with the said order of APTEL and TNERC also having reaffirmed that excess energy and banking of energy in case of captive and third party and adjustment of energy generated against consumption shall be as per the prevailing wind tariff orders on the date of commissioning of

repowered machines, it goes without saying that the petitioners, who are captive consumers are entitled for the benefit of the tariff orders, in line with the orders passed by APTEL.

55. Further, it is to be pointed out that once the issue, which is put before this Court, having already been decided by APTEL and APTEL having held that the WEGs are entitled for banking facility in terms with the agreement until a comprehensive study is carried out by the stakeholders, there is no reason or rhyme to relegate the petitioners to approach either TNERC or the appellate Tribunal, viz., APTEL.

56. The contention of the learned Addl. Advocate General as to the maintainability of the present petition is wholly erroneous. Once the Appellate Tribunal has recorded a definitive finding with regard to the banking facility available to the petitioners, TNERC as well as the respondents 1 to 4 are bound by the said orders passed by APTEL, unless an order of stay has been granted by the higher forum. In this regard, the contention of TANGEDCO that the present petition is not maintainable and that the petitioners, if really aggrieved, have to approach TNERC or APTEL as the case may be, is nothing exhibition of sheer frustration on the part of TANGEDCO and is a clear indication on the part of TANGEDCO to protract the proceeding disabling the petitioners to their rightful share in the banked energy during the twelve month period.

57. Though it is the stand of the respondent/TANGEDCO that as against the aforesaid order of APTEL, setting aside the order passed by TNERC, appeal has been filed before the Hon'ble Supreme Court in Civil Appeal Nos. 2202 to 2205/21, but it is to be noted that no adverse interim order, detrimental to the case of the petitioners relating to power banking, which is the issue before this Court, has been passed by the Hon'ble Supreme Court. Such being the accepted position, there being no order of stay of the order of APTEL granted by the Hon'ble Supreme Court, as on the present date, the order of APTEL holds the field and it is the bounden duty of respondents 1 to 4 to comply with the orders passed by APTEL.

58. However, inspite of the orders of APTEL, which has been passed on 28.1.2021, TANGEDCO, in utter disregard to the said order, has issued the circular with regard to banking facility and life span of the WEGs, vide communication dated 31.7.2021, which is in total contravention of the orders passed by APTEL. Even had TANGEDCO filed appeal before the Hon'ble Apex Court, in the absence of any direction from the Hon'ble Apex Court with regard to banking and life span of the WEGs, TANGEDCO was not in possession of any vested power to issue the said direction.

Pending orders of the Hon'ble Supreme Court, the course open to TANGEDCO was to comply with the orders passed by APTEL.

59. It is the further contention raised on behalf of TANGEDCO that the life span of the WEGs, most of which either having outlived or is nearing its life span, utilising the same for generation of electricity would put the grid and the transmission lines in jeopardy as any malfunctioning of the WEGs would have a cascading effect on the transmission lines and would ultimately affect the grid and in the event of this Court acceding to the prayer of the petitioners, the petitioners should be put in strict accountability for such acts. It is therefore the submission of the learned Addl. Advocate General that only for the purpose of maintenance of the grid and the transmission lines and safeguarding the entire system, banking facility is sought to be withdrawn by TANGEDCO.

60. Though such a contention is advanced, it is to be pointed out that TANGEDCO cannot blow hot and cold over the same issue. While on the one hand, TANGEDCO complains that the life span of the WEGs having outlived or about to come to an end, banking cannot be permitted as the same would put the transmission lines and grid in jeopardy, but at the same time, TANGEDCO, with the same WEGs is not averse to wheeling the energy generated by the WEGs through its transmission lines to the grid. If really TANGEDCO is interested in safeguarding the grid and the transmission lines, the approach of TANGEDCO would be to prohibit the WEGs which have outlived its life to stop operating by moving appropriate petition along with a comprehensive study before TNERC for getting necessary orders. However, TANGEDCO has not taken any such steps but it merely wants to stop banking, while permitting generation and wheeling from the very same WEGs.

61. In this regard, it is to be pointed out that pursuant to generation of electricity, the energy is wheeled through the transmission lines to be ultimately fed in the grid. Banking is a term which is used in regard to the energy which is stands in the account of the WEG after utilisation of the energy by the WEGs. The energy generated by the WEGs less the energy consumed by the WEGs in the particular month, the balance of the energy is given credit of to the WEGs, which is said to be banked in the grid to the credit of the WEGs. From the above, it is evident that consequent upon generation and wheeling, comes banking. When TANGEDCO is not concerned about generation and wheeling by using the WEGs, which are alleged to have outlived their life span, it cannot be concerned only about banking, which is a mere accounting procedure for making the energy in the credit of the WEG available for utilisation at a later point of time.

62. Further, as regards the safety of the WEGs, CERC/MNRE are the statutory competent authority to lay down safety norms and even according to TNERC, draft Indian Wind Turbine Certification Scheme has been notified by MNRE and the stakeholders have been asked to give their views and suggestions for formulating the final scheme, which would be notified shortly. It is the submission of the learned counsel for the petitioners that once the scheme is finalised and notified, the petitioners would abide by the conditions laid down by MNRE in the said scheme.

63. From the above, it is evident that TANGEDCO is not the authority to decide on the safety of the WEGs and it is within the domain of CERC/MNRE, which has already laid down draft notification on which deliberation is being made by inviting suggestions from all the stakeholders. That being the case, as rightly submitted by the petitioners, as and when the Scheme is approved and notified by MNRE with regard to the safety standards of the WEGs, the petitioners are duty bound to comply with all the guidelines and regulations set down in the said Scheme and, it is equally accepted by the petitioners that they will abide by the safety standards, guidelines and regulations set down in the said Scheme within the time frame fixed by MNRE. The said statement of the petitioners is taken on record.

64. On a careful consideration of all the facts and materials aforesaid, this Court is of the considered view that the prayer of the petitioners deserve to be sustained. Accordingly, respondents 1 to 4 to strictly adhere to the terms of the subsisting Energy Wheeling Agreement entered into between the respective petitioners and TANGEDCO by continuing to adopt the arrangement of captive adjustment of wind energy generated and to consequently account for all the generated units and to provide banking facility and adjustment of all such units till date as per the orders passed by APTEL in Appeal No.191/2018, etc., Batch, dated 28.1.2021 and pass orders in consonance with the orders passed by APTEL. The said exercise of adjustment of the generated units shall be recomputed and adjusted and providing of further banking facility shall be taken up and completed within a period of four weeks from the date of receipt of a copy of this order. It is further made clear that as and when CERC/MNRE notifies the approved Indian Wind Turbine Certification Scheme and any other safety aspects notified by MNRE/CERC, the petitioners shall strictly abide and comply with all the guidelines and safety standards prescribed in the said Scheme and there shall be no infraction of any of the guidelines laid down by MNRE/CERC. The writ petitions are disposed of with the aforesaid directions. Consequently, connected

miscellaneous petitions are closed. However, in the circumstances of the case, there shall be no order as to costs.

65. Before parting with the case, it is to be stressed that the need for progressive substitution of fossil fuel based generation has been recognised, which has led to the need for utilising the potential of non-conventional energy resources, viz., wind, bio-mass, solar energy, nuclear energy, hydro power energy, etc., which sources need to be fully exploited not only to create additional power generation capacity, but also to maintain an eco-friendly greener environment. It is needless to state that non-conventional sources of energy being the most environment friendly form of energy, the need to promote generation of energy based on such resources is of paramount importance. Wind and solar energy are rich sources of renewable energy, available in abundance in the environment, which can be tapped not only for creating an eco-friendly environment, but they are continuous source of energy one followed by the other according to the season.

66. The normal sources of energy generation such as atomic and thermal are not only dependent on minerals, but such energy generation leads to ecological imbalance due to active mining of minerals, which also cause serious environmental degradation. Further, atomic and thermal energy generation are dependent on variable factors. However, insofar as wind, hydro and solar energy are concerned, even if it is dependent on variable factors, when solar power is available in abundance during summer, wind power is available at the next point of time followed by hydro power during rainy season when abundant water would be available and State of Tamil Nadu, being a peninsular State, is richest in wind energy when compared with other States in the country and it is the duty of the Government to effectively utilise the natural resource to its fullest advantage.

67. But unmindful of the various benefits of eco-friendly power generation and the helping hand offered by very many private entities in power generation, the respondents are trying to scuttle the energy generation, thereby, trying to create an energy deficit once over. Though at the present point of time, State of Tamil Nadu boasts itself of surplus power, any act, such as the present one, would push the State into peril and create energy deficit.

68. Further, it is to be stressed that when private players are able to infuse funds into the system to establish wind energy generators to satisfy their needs, this Court is at a loss to understand as to what prevents the Government from establishing more wind energy generators and try to tap the

energy during wind rich period and similarly solar panels can be installed for tapping the solar energy during summer season. However, the Government, for reasons best known to it, is not trying to tap the potential which is available free in the environment, but is also trying to put brakes on the private entities from tapping the energy from natural resources for their use and source out the balance to the grid at rates defined by TNERC.

69. It is true that policy decisions as regards generation of wind and solar energy can be taken only by the Government and this Court cannot given any direction on policy decisions. But in the present case, this Court is not sitting over any policy decision that is being taken by the State, rather, this Court only stresses the need for maximising the productivity of renewable energy, which would, in turn, help in avoiding environmental degradation. This Court hopes and trusts that the Government would take up the view of this Court in right spirit and explore possibilities for generating renewable energy through wind and solar modes during the particular seasons by creating necessary infrastructure so that the State achieves self-sufficiency in power.

Sd/-
Assistant Registrar(CS III)
(22/03/2022)

***Corrected as per letter dated 22.06.2022**
**Sd/-**
**Sub Assistant Registrar**
**(29/06/2022)**

//True Copy//

GLN Sub Assistant Registrar

To

1. THE CHAIRMAN & MANAGING DIRECTOR
TAMIL NADU GENERATION
& DISTRIBUTION CORPORATION
TANGEDCO, 10TH FLOOR
EASTERN WING, N.P.K.R.R. MALIGAI
144, ANNA SALAI, CHENNAI 600 002

2. THE CHIEF ENGINEER
NON-CONVENTIONAL ENERGY SOURCES (NCES)
TANGEDCO, 2ND FLOOR, EASTERN WING
144, ANNA SALAI, CHENNAI 600 002.

***To be substituted to the order already despatched on 30.03.2022**

3. THE SUPERINTENDING ENGINEER
TANGEDCO
COIMBATORE ELECTRICITY
DISTRIBUTION CIRCLE/NORTH
COIMBATORE.

4. THE SUPERINTENDING ENGINEER
TANGEDCO
PALLADAM ELECTRICITY DISTRIBUTION CIRCLE
PALLADAM.

5. THE SECRETARY
TAMIL NADU ELECTRICITY REGULATORY COMMISSION
6TH FLOOR, SIDCO CORPORATE OFFICE BUILDING
THIRU. VI. KA. INDUSTRIAL ESTATE
GUINDY, CHENNAI 600 032.

6 THE SUPERINTENDING ENGINEER
TANGEDCO TIRUPUR ELECTRICITY DISTRIBUTION
CIRCLE NORTH TIRUPUR.

7 THE SUPERINTENDING ENGINEER
TANGEDCO TIRUNELVELI ELECTRICITY
DISTRIBUTION CIRCLE TIRUNELVELI.

8 THE SUPERINTENDING ENGINEER
TANGEDCO METTUR ELECTRICITY DISTRIBUTION
CIRCLE METTUR DAM.

9 TAMIL NADU ELECTRICITY
REGULATORY COMMISSION
4TH FLOOR SIDCO CORPORATE
OFFICE BUILDING THIRU. VI. KA. INDUSTRIAL
ESTATE GUINDY CHENNAI - 32 THROUGH ITS
SECRETARY.

10 THE SUPERINTENDING ENGINEER
TANGEDCO COIMBATORE ELECTRICITY
DISTRIBUTION CIRCLE/ (METRO) COIMBATORE.

11 THE SUPERINTENDING ENGINEER
TANGEDCO UDUMALPET ELECTRICITY DISTRIBUTION
CIRCLE UDUMALPET

12 THE SUPERINTENDING ENGINEER
TANGEDCO VIRUDHUNAGAR ELECTRICITY
DISTRIBUTION CIRCLE VIRUDHUNAGAR

13 THE SUPERINTENDING ENGINEER
TANGEDCO KANYAKUMARI ELECTRICITY
DISTRIBUTION CIRCLE KANYAKUMARI

14 THE SUPERINTENDING ENGINEER
TANGEDCO NAMAKKAL
ELECTRICITY DISTRIBUTION
CIRCLE NORTH NAMAKKAL.

15 THE SUPERINTENDING ENGINEER
TANGEDCO DINDIGUL
ELECTRICITY DISTRIBUTION
CIRCLE DINDIGUL.

16 THE SUPERINTENDING ENGINEER
TANGEDCO CHENNAI (WEST) ELECTRICITY
DISTRIBUTION CIRCLE CHENNAI.

17 THE SUPERINTENDING ENGINEER
TANGEDCO CHENGALPATTU
ELECTRICITY DISTRIBUTION
CIRCLE CHENGALPATTU

18 THE SUPERINTENDING ENINGEER
TANGEDCO PUDHUKOTTAI ELECTRICITY
DISTRIBUTION CIRCLE PUDHUKOTTAI .

19 THE SUPERINTENDING ENINGEER
TANGEDCO SALEM ELECTRICITY
DISTRIBUTION CIRCLE SALEM.

20 THE CHIEF FINANCIAL CONTROLL
ER TANGEDCO N.P.K.R.R.MALIGAI 144 ANNA
SALAI CHENNAI- 600 002

21 THE SUPERINTENDING ENGINEER
TANGEDCO THOOTHUKUDI EDC THOOTHUKUDI.

22 THE SUPERINTENDING ENGINEER
TANGEDCO KANGEYAM EDC KANGEYAM.

23 THE SUPERINTENDING ENGINEER
TANGEDCO MADURAI METRO EDC MADURAI METRO.

24 THE SUPERINTENDING ENGINEER
TANGEDCO SIVAGANGAI EDC SIVAGANGAI.

25 THE SUPERINTENDING ENGINEER
TANGEDCO ERODE ELECTRICITY
DISTRIBUTION CIRCLE METRO ERODE.

26 THE SUPERINTENDING ENGINEER
TANGEDCO GOBI ELECTRICITY
DISTRIBUTION CIRCLE GOBICHETTIPALAYAM.

27 THE SECRETARY TAMIL NADU
ELECTRICITY REGULATORY
COMMISSION 5TH FLOOR SIDCO CORPORATE
OFFICE BULDING THIRU VI.KA. INDUSTRIAL
ESTATE GUINDY CHENNAI-32.

28 THE SUPEINTENDING ENGINEER
TANGEDCO KARUR ELECTRICITY DISTRIBUTION
CIRCLE (METRO) KARUR

29 THE SUPEINTENDING ENGINEER
TANGEDCO DHARMAPURI ELECTRICITY
DISTRIBUTION CIRCLE DHARMAPURI.

30 THE SUPERINTENDING ENGINEER
TANGEDCO DINDIGUL ELECTRICITY DISTRIBUTION
CIRCLE METRO COIMBATORE

31 THE SUPERINTENDING ENGINEER
TANGEDCO MADURAI ELECTRICITY DISTRIBUTION
CIRCLE MADURAI

+4ccs to Mr.R.Parthasarathy, Advocate, S.R.No.5005
+5ccs to Mr.R.S.Pandiyaraj, Advocate, S.R.No.4643
+1cc to Mr.M.Abulkalam, Advocate, S.R.No.5783

W.P. NOS. 16104 OF 2021, etc.
Batch

AJB & SRII(CO)
PM/28/03/2022
PM/29/06/2022