



WEB COPY

W.P.Nos.17758 & 17762 of 2



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 13.07.2022

CORAM:

THE HONOURABLE MR.JUSTICE ABDUL QUDDHOSE

W.P.Nos.17758 & 17762 of 2022

M/s.Selvi Windfarm Pvt. Ltd.,
Reg Office:-No.17, Sri Nagar,
Kurumba Palayam, Vedapaty Post,
Coimbatore – 641 007.

Represented by its Authorised Signatory,

B.Tamil selvi

... Petitioner in W.P.No.17758 of 2022

Morries Energy Ltd.,
(Formerly Known as M/s.Gujarat Gems P Ltd),
WF HTSC No.079304723911,
425/A, Raut Industrial Estate,
1st Floor, Behind Johnson & Johnson Mogul Lane,
Mahim (W), Mumbai – 400 016,
Represented by its Director Mrs.Savitha Gupta

... Petitioner in W.P.No.17762 of 2022

VS.

1.Tamilnadu Generation and Distribution
Corporation Ltd., (TANGEDCO),
10th Floor, 144, Anna Salai,
Chennai – 600 002.

Represented by its Chairman cum Managing Director



2.The Chief Engineer/NCES,
TANGEDCO,
2nd Floor, 144, Anna Salai,
Chennai – 600 002.

3.The Superintending Engineer,
TANGEDCO,
Tirunelveli Electricity Distribution Circle,
Tirunelveli.

4.Director Finance,
Tamil Nadu Generation and Distribution Corporation Limited,
144, Anna Salai,
Chennai – 600 002.

...Respondents in both W.Ps.

Prayer in W.P.No.17758 of 2022: Writ petition filed under Article 226 of the Constitution of India for Writ of Mandamus for directing the respondents 1st, 2nd and 3rd to allow the Utility change to the petitioner by terminating the existing Energy Purchase Agreements (EPAs) dated 09.02.2022 for their WEG Nos.079214722264 and execute fresh Energy Wheeling Agreement under Group captive sale as per the Common Order of this Court dated 30.08.2019 which was upheld by the Division Bench of this Court dated 18.02.2020 and also by the Hon'ble Supreme Court of India dated 24.09.2020 and make payment of the outstanding dues payable to the petitioner towards the wing energy sold by the petitioner till the date of the termination of the EPA dated 09.02.2022 as per their respective invoices along with interest at 1% per month for any delay in payments.

Prayer in W.P.No.17762 of 2022: Writ petition filed under Article 226 of the Constitution of India for Writ of Mandamus for directing the



respondents 1st, 2nd and 3rd to allow the Utility change to the petitioner by terminating the existing Energy Purchase Agreements (EPAs) dated 29.09.2011 for their WEG Nos.079304723911 and execute fresh Energy Wheeling Agreement under third party sale as per the Common Order of this Court dated 30.08.2019 which was upheld by the Division Bench of this Court dated 18.02.2020 and also by the Hon'ble Supreme Court of India dated 24.09.2020 and make payment of the outstanding dues payable to the petitioner towards the wing energy sold by the petitioner till the date of the termination of the EPA dated 29.09.2011 as per their respective invoices along with interest at 1% per month for any delay in payments.

For Petitioners in both W.Ps. : Mr.R.S.Pandiyaraj

For Respondents in both W.Ps. : Mr.L.Jaivenkatesh
Standing Counsel

COMMON ORDER

These writ petitions have been filed for a mandamus seeking for a direction to the respondents 1 to 3 to allow the utility change for the respective petitioners by terminating their respective existing Energy Purchase Agreements (EPAs) dated 09.02.2022 for their WEG Nos.079214722264 & dated 29.09.2011 for their WEG Nos.079304723911 and execute fresh Energy Wheeling Agreements under Captive



Consumption/Group Captive/Third Party Scheme as per the Common Order of this Court dated 30.08.2019 passed in W.P.No.5196 of 2019 etc., batch which was upheld by the Hon'ble First Bench of this Court dated 18.02.2020 in W.A.No.4189 of 2019 etc., batch and thereafter by the Hon'ble Supreme Court by its order dated 24.09.2020.

2. Mr.L.Jaivenkatesh, learned Standing Counsel accepts notice on behalf of the respondents. By consent of both parties, this writ petition is taken up for final disposal in the admission stage itself.

3. Heard Mr.R.S.Pandiyaraj, learned counsel for the petitioners and Mr.L.Jaivenkatesh, learned Standing Counsel appearing for the respondents.

4. The petitioners had earlier entered into Energy Purchase Agreements dated 09.02.2022 and 29.09.2011 for their WEG. Under the Energy Purchase Agreements, payments have not been made by the respondents. The petitioners seek for conversion of the Energy Purchase Agreements to an Energy Wheeling Agreement under the captive consumption/group captive/third party sale. In similar circumstances, in



respect of other companies who had also entered into Energy Purchase Agreements and payments were defaulted, writ petitions were filed and they were allowed for converting Energy Purchase Agreement into Energy Wheeling Agreement under the Captive Consumption/Group Captive/Third Party Sale. The following are the writ petitions in which similar orders were passed as the one sought for by the petitioner in this writ petition:

(a) Order dated 26.10.2021 passed in W.P.No.22695 of 2021 (Orange Valley Windmills Pvt. Ltd., vs. Tamil Nadu Generation and Distribution Corporation Ltd and three others)

(b) Order dated 20.01.2022 passed in W.P.Nos.519, 523 & 524 of 2022 (Pioneer NF Forging India Pvt., Ltd., vs. Tamil Nadu Generation and Distribution Corporation Ltd and others)

(c) Order dated 30.08.2019 passed in batch of writ petitions, namely W.P.No.5196 of 2018 etc batch.

5. In all the aforementioned writ petitions, almost identical directions were issued by the respondents which are as follows:

(a) The respondent/TANGEDCO is directed to permit the petitioner to switch over to captive consumption/group captive consumption/third party sale, as the case may be, as per the request made by the petitioner;



(b) the respondent/TANGEDCO is directed to settle the respective dues to the petitioner as per their respective invoices raised by them, along with interest as per Clause 6(b) within a period of two months from the date of receipt of a copy of that order;

(c) Consequently, in view of permitting the petitioner to migrate from EPA to EWA, the proceedings issued by the 1st respondent deciding not to concede any request for migration is set aside.

6. Since the petitioners are also similarly placed, the directions issued by this Court earlier shall hold good for these petitioners also.

7. In terms of the above directions extracted supra, these writ petitions are disposed of. No costs.

13.07.2022

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Index:Yes/No

Internet:Yes/No

Speaking/Non-speaking orders



WEB COPY

To

1. Tamilnadu Generation and Distribution Corporation Ltd., (TANGEDCO),
10th Floor, 144, Anna Salai,
Chennai – 600 002.
Represented by its Chairman cum Managing Director
2. The Chief Engineer/NCES,
TANGEDCO,
2nd Floor, 144, Anna Salai,
Chennai – 600 002.
3. The Superintending Engineer,
TANGEDCO,
Tirunelveli Electricity Distribution Circle,
Tirunelveli.
4. Director Finance,
Tamil Nadu Generation and Distribution Corporation Limited,
144, Anna Salai,
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ABDUL QUDDHOSE, J.

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