



W.P.Nos.24164 & 22908 of 2012

IN THE HIGH COURT OF JUDICATURE AT MADRAS

|               |            |
|---------------|------------|
| Reserved On   | 15.11.2022 |
| Pronounced On | 11.01.2023 |

CORAM

THE HON'BLE **MR.JUSTICE C.SARAVANAN**

W.P.Nos.24164 & 22908 of 2012

and

W.M.P.Nos.1 & 2 of 2012

M/s.OPG Power Generation Private Limited,  
Represented by its General Manager Mr.D.Eswaramoorthy,  
Registered Office at No.6, Sardar Patel Road,  
Guindy, Chennai – 600 032.

....Petitioner in  
W.P.No.24164 of 2012

M/s.OPG Power Generation Private Limited,  
Represented by its General Manager Mr.D.Eswaramoorthy,  
Registered Office at No.167, St.Mary's Road,  
144, Anna Salai, Chennai – 600 002.

....Petitioner in  
W.P.No.22908 of 2012

Vs.

1. Tamil Nadu Generation and Distribution  
Corporation Limited (TANGEDCO),  
Represented by its Chairman and Managing Director,  
144, Anna Salai,  
Chennai – 600 002.



W.P.Nos.24164 & 22908 of 2012

2. The Chief Engineer/Commercial,  
Tamil Nadu Generation and Distribution  
Corporation Limited (TANGEDCO),  
2<sup>nd</sup> Floor, Western Wing,  
144, Anna Salai,  
Chennai – 600 002.

3. The Chief Engineer/PPP,  
Tamil Nadu Generation and Distribution  
Corporation Limited (TANGEDCO),  
NPKRR Maligai, 6<sup>th</sup> Floor, Eastern Wing,  
144, Anna Salai,  
Chennai – 600 002.

... Respondents in  
both W.Ps.

4. The Superintending Engineer,  
Tamil Nadu Generation and Distribution  
Corporation Limited (TANGEDCO),  
Chennai Electricity Distribution Circle/North,  
144, Anna Salai,  
Chennai – 600 002.

...Respondent in  
W.P.No.24164 of 2012

5. The Superintending Engineer,  
Tamil Nadu Generation and Distribution  
Corporation Limited (TANGEDCO),  
Nagai Electricity Distribution Circle,  
Nagapattinam.

...Respondent in  
W.P.No.24164 of 2012

Prayer in W.P.No.24164 of 2012: Writ Petition filed under Article 226 of the Constitution of India, to issue a Writ of Certiorarified Mandamus, calling for the records of the third respondent bearing



W.P.Nos.24164 & 22908 of 2012

Lr.No.CE/PPP/SE/PP/EE/PP/F.01/PPMT/2011/D.92/2012 dated 01.08.2012 culminating in the fourth respondent's impugned proceedings bearing LR.NO.SE/CEDC/N/AO//HT.F Bid bond/D2644/12 dated 31.08.2012 and quash the same and direct the respondents to forthwith refund the Bid Bond amount of Rs.3,00,00,000/- (Rupees Three Crores Only) deducted from the Petitioner's 05/2012 Power Purchase Bill.

Prayer in W.P.No.22908 of 2012: Writ Petition filed under Article 226 of the Constitution of India, to issue a Writ of Certiorarified Mandamus, calling for the records of the third respondent bearing Lr.No.CE/PPP/SE/PP/EE/PP/F.01/PPMT/2011/D.93/2012 dated 01.08.2012 culminating in the fourth respondent's impugned proceedings bearing LR.NO.SE/NEDC/NGT/AO/RCS/AS/A.1/F/OPG PP/D.430/12 dated 04.08.2012, quash the same and direct the respondents to forthwith refund the Bid Bond amount of Rs.30,00,000/- (Rupees Thirty Lakhs Only) deducted from the Petitioner's 04/2012 Power Purchase Bill.

For Petitioner : Mr.B.Kumar,  
learned Senior Counsel  
for M/s.S.Ramachandran  
(in both W.Ps.)

For Respondents : Mr.Dhalapathy Vigneshkumar  
for M/s.L.Jaivenkatesh  
learned Standing Counsel  
(in both W.Ps.)

### **COMMON ORDER**

By this common order both the writ petitions are being disposed of.



2. The petitioners have filed these writ petition for the following relief:

| W.P.No.       | Prayer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|---------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 24164 of 2012 | For the issuance of a writ of Certiorarified Mandamus, to call for the records of the third respondent bearing Lr.No.CE/PPP/SE/PP/EE/PP/F.01/PPMT/2011/D.92/2012 dated 01.08.2012 culminating in the fourth respondent's impugned proceedings bearing LR.NO.SE/CEDC/N/AO//HT.F Bid bond//D2644/12 dated 31.08.2012, quash the same and direct the respondents to forthwith refund the Bid Bond amount of Rs.3,00,00,000/- (Rupees Three Crores Only) deducted from the Petitioner's 05/2012 Power Purchase Bill.      |
| 22908 of 2012 | For the issuance of a writ of Certiorarified Mandamus to call for the records of the third respondent bearing Lr.No.CE/PPP/SE/PP/EE/PP/F.01/PPMT/2011/D.93/2012 dated 01.08.2012 culminating in the fourth respondent's impugned proceedings bearing LR.NO.SE/NEGC/NGT/AO/RCS/AS/A.1/F/OP G PPI/D.430/12 dated 04.08.2012, quash the same and direct the respondents to forthwith refund the Bid Bond amount of Rs.30,00,000/- (Rupees Thirty Lakhs Only) deducted from the Petitioner's 04/2012 Power Purchase Bill. |

3. The respective petitioners are engaged in generation of power. The petitioner in W.P.No.24164 of 2012, has a thermal power plant, which can generate 154 Megawatt (MW). The petitioner in W.P.No.22908 of 2012, has a gas power plant, which can generate 15 Megawatt (MW) power.

4. The respective petitioners participated in a Tender floated by the



first respondent / Tamil Nadu Generation and Distribution Corporation Limited (herein after referred to as TANGEDCO) on 10.06.2011.

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5. The Tender Document contemplates certain disclosures, compliances and requirement of minimum capacity to participate in the tender. As per the Tender Document, only a power plant which has the minimum capacity of 100 Megawatt (MW) can bid in the tender. Thus, straight away the petitioner in W.P.No.22908 of 2012, was not qualified to offer a bid as it did not even qualify, as the capacity of the said petitioner was only 15 Megawatt (MW).

6. The facts on record also indicate that the first respondent/TANGEDCO had floated second tender on 03.09.2011.

7. It appears that the petitioners participated in the aforesaid tender also by offering their bid document. The security deposit given by the petitioner in the first bid was appropriated as it is the case of the respondents that having participated in the first tender floated on 10.06.2011, the respective petitioner were not entitled to participate in the second tender on 03.09.2011.

8. In the light of the above, the bank guarantee furnished by the respective petitioners Rs.3,00,00,000/- and Rs.30,00,000/- have been forfeited by the respondent with the following reasons:

**W.P.No.22908 of 2012:**



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W.P.Nos.24164 & 22908 of 2012

**LR.NO:SE/NEDC/NGT/AO/RCS/AS/A.1/F.OPG  
PPI/D.430/12, dated 04.08.2012.**

Sir,

**Sub:** Elecyc – Case I Bidding – Tender 01/PPMT/2011-  
Purchase of 450 MW RTC Power for five years –  
Undertaking given by bidders in lieu of invoking of Bid  
bond – Deducted in 05/2012 bill – Intimation – Reg.

**Ref:**

Lr.No.CE/PPP/SE/PP/EE/PP/F.01/PPMT/2011/D.93/20  
12 dated 01.08.2012.

As per the Chief Engineer/PPP, TANGEDCO,  
Chennai's letter cited above Bid Bond amount of  
Rs.30,00,000/- (Rupees Thirty Lakh Only) has been  
deducted in 04/2012 Power Purchase Bill. Copy of the  
letter is enclosed.

Yours faithfully,

Superintending Engineer,

N.E.D.C/ Nagapattinam

**W.P.No.24164 of 2012:**

**LR.NO:SE/CEDC/N/AO//HT/F Bid Bond//D  
2644/12 dated 31.08.2012.**

Sir,

**Sub:** Electricity – Case I Bidding – Tender  
01/PPMT/2011- Purchase of 450 MW RTC Power for  
five years – Undertaking given by bidders in lieu of  
invoking of Bid bond – to - Deduction in 05/2012  
payment – Intimation - Reg.



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W.P.Nos.24164 & 22908 of 2012

**Ref:** 1.PPP's Lr.No.SE/PP/EE/PP/F.01/PPMT/2011 D  
92/2012 dated 01.08.2012.

2. Tender No.01/PPMT/2011

It is informed that you have been participated in the case I Bidding tender No.01/PPMT/2011 for purchase of 450 MW RTC power through medium term for five years and made misrepresentation and hence liable for forfeiture of the bid bond submitted along with your bids.

Therefore, you have to pay a sum of Rs.3,00,00,000/- (Rupees Three Crores Only) towards forfeiture of the Bid Bond as per vide ref.cited.

In view of the above, it is informed that a sum of Rs.3,00,00,000/- will be adjusted in your payment for 05/2012 towards power purchase is as follows:-

To be payable for 5/12                      Rs.18,38,54,910/-

Less: Forfeiture of Bid Bond              Rs.3,00,00,000/-

Balance payable by TANGEDCO   Rs.15,38,54,910/-

Yours faithfully,

Superintending Engineer,

Chennai EDC/North

9. The learned Senior Counsel for the petitioners has drawn attention to the brief history surrounding the aforesaid Tender specifications in the



Tender Document dated 10.06.2011.

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10. It is submitted that the respective petitioners offered their bid on the last date on 24.02.2011.

11. It is submitted that the Tender conditions were challenged in a writ proceedings which ultimately led to filing of proceedings before the Tamil Nadu Electricity Regulatory Commission, whereby an order dated 30.11.2011, came to be passed by the Tamil Nadu Electricity Regulatory Commission, ultimately held that the requirements in the Tender Document were just and that the minimum requirements fixed in the tender documents cannot be disturbed.

12. Pursuant to the above, the impugned orders have been passed by the respondents, though, learned Senior Counsel for the petitioner would submit that the impugned orders have been passed without issuing show cause notice and in gross violation of principles of natural justice.

13. It is submitted that at this distant point of time, it would be, futile to remit the case back to the respondent to pass a speaking order, as the law on the subject is well settled.

14. In the counter filed by the third respondent in the respective writ petitions it has been categorically stated that the bids of the petitioner as also two others were rejected and declared as “non responsive” by the Non



Financial Bid Evaluation Committee. That being the case the amounts given as security deposit should have been returned.

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15. In this connection, a reference is made to paragraph 3 of the counter filed by the third respondent, which reads as under:

“3. It is respectfully submitted that the following bidders made misrepresentation in their non financial bids and declared as non responsive bidders by the Non Financial Bid Evaluation Committee.

The details of Misrepresentation are as follows:

| Sl.N<br>o. | Name of the<br>Bidder                                              | Remarks of Bid<br>Evaluation Committee                                                                                                                                                                                                                                                        |
|------------|--------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.         | M/s Arkay Energy<br>(Rameswaram) Limited                           | 1. Participated in other tender (Short Term Power Purchase Tender No.14 of 2011) using the same generation source and quantum of power.<br><br>2. Wrong information submitted in Format No.4.7 (Undertaking).<br><br>3. Offered quantity of 50 MW is less than Minimum Bid Capacity (100 MW). |
| 2.         | M/s National Energy<br>Trading Services Ltd<br>(Source I – 200 MW) | 1. Participated in other tender (Short Term Power Purchase Tender No.13 of 2011) using the same generation source and                                                                                                                                                                         |



|    |                                            |                                                                                                                                                                                                                                                                                                    |
|----|--------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    |                                            | quantum of power.                                                                                                                                                                                                                                                                                  |
|    |                                            | 2. Conceal of material information.                                                                                                                                                                                                                                                                |
| 3. | M/s OPG Energy Private Limited *           | <p>1. Participated in other tender (Short Term Power Purchase Tender No.14 of 2011) using the same generation source and quantum of power.</p> <p>2. Wrong information submitted in Format No.4.7 (Undertaking)</p> <p>3. Offered quantity of 10 MW is less then Minimum Bid Capacity (100 MW)</p> |
| 4. | M/s OPG Power Generation Private Limited # | <p>1. Participated in other tender (Short Term Power Purchase Tender No.14 of 2011) using the same generation source and quantum of power.</p> <p>2. Wrong information submitted in Format No.4.7 (Undertaking)</p>                                                                                |

**Note:** Bidder in Sl.No.3 and 4 have the same owner and General Manager. This creates a conflict of interest in the bid.”

|   |                                    |
|---|------------------------------------|
| * | Petitioner in W.P.No.22908 of 2012 |
| # | Petitioner in W.P.No.24164 of 2012 |



16. The learned Senior Counsel for the petitioner would submit that in terms of Clause 2.12.3 of the Tender Document, the bid amount has to be returned and released by the respondent within a period of thirty days after date of which the financial bids were opened where the bids are declared non-responsive. The said clause reads as under:

*“2.12.3 The Bid Bonds of all Bidders, whose Bids are declared non-responsive, shall be returned and released by the procurer within thirty (30) days after the date on which the Financial Bids are opened.”*

17. A further reference was also made to the succeeding clauses in 2.12.4, 2.12.5, 2.12.6 and 2.19.1.

2.12.4

*“The Bid Bonds of all unsuccessful Bidders shall be returned and released by the procurer within a period of thirty (30) days of the occurrence of the earlier of the following:*

*a) Submission of the Contract Performance Guarantee as per Clause 2.13 of the RFP and the execution of the RFP Documents (as applicable) by the Successful Bidder(s); or*

*b) Expiry of the Bid Validity/extended validity of Bid of unsuccessful Bidders; or*

2.12.5

*“The Bid Bonds of all Bidders shall be returned and*



*released and released by the Procurer within a period of thirty (30) days of the occurrence of the termination/cancellation of Bid process by the procurer.*

1.12.6

*“The Bid Bond of the Successful Bidder(s) shall be returned on the submission of Contract Performance Guarantee as per Clause 2.13 of the RFP and the provisions of the PPA.*

2.19.1

*“The Bidders and their respective officers, employees, agents and advisers shall observe RFP\* issued by TANGEDCO – Procurement of 450 MW+- 20% RTC Firm Power on Medium Term Basis the highest standard of ethics during the Bid process and subsequent to the issue of the LOI. Notwithstanding anything to the contrary contained herein, or in the LOI, the Procurer shall reject a Bid, withdraw the LOI, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bid process. In such an event, the Procurer shall forfeit the Bid Bond, without prejudice to any other right or remedy that may be available to the Procurer hereunder or otherwise.”*

*\*Request for Proposal.*

18. It is submitted that the reference to clause 2.19.1 is misplaced in



as much as there is no concluded contract between the petitioner and the respondent and therefore, question of the forfeiture of the bid amount does not arise.

19. It is further submitted that the respondents being the State, within the meaning of Article 12 and instrumentality of state is also additionally required to ensure that there is no arbitrariness or violation of Article 14 of the Constitution of India.

20. In this connection, the learned Senior Counsel for the petitioner has placed reliance on the following decisions:

- i. **M/s.Kailash Nath Associates vs. Delhi Development Authority and Another**, (2015) 4 SCC 136;
- ii. **Simplex Infrastructures Limited vs. National Highways Authority of India and Another**, W.P(C)No.7935 of 2015;
- iii. **MBL Infrastructure Limited vs. Rites Limited and Others**, AIR 2020 Cal 155.

21. A specific reference has been made to the decision of the Hon'ble Supreme Court in the case of **Fateh Chand Vs. Balkishan Das**, 1964 SCR (1) 515, wherein law relating to Section 74 of the Contract Act, 1872 has been expatiated.

22. It is further submitted that even if there is a alleged loss caused to the respondents, only reasonable compensation can be claimed. Forfeiture of



the entire bid amount cannot be countenanced.

23. Per contra, the learned counsel for the respondents on the other hand would submit that the petitioners have resorted fraudulent practices in as much as they have participated in two tender floated by the Respondent on 10.06.2011 and also in the subsequent Tender floated on 03.09.2011, thereby, attracted the para **2.19 Fraudulent and Corrupt Practices**.

24. It is submitted that as per the Tender Document, notwithstanding anything to the contrary contained in the tender document or in the LOI, the procurer shall reject a Bid withdraw the LOI, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bid process. In such an event, the Procurer shall forfeit the Bid Bond, without prejudice to any other right or remedy that may be available to the respondent.

25. A reference is made to the definition of the expression “Conflict of Interest”.

*“**Conflict of Interest**” A Bidder may be considered to be in a Conflict of Interest with one or more Bidders in the same bidding process under this RFP\* if they have a relationship with each other, directly or indirectly through a common company, that puts them in a position to have access to information about or influence the Bid of another Bidder”.*

\*Request for Proposal.



26. It is submitted that the respective petitioners are under the same management with same General Manager and Shareholders and therefore, as per the documents that were required to be produced along with the bid document, necessary declarations ought to have been made by the petitioner.

27. In this case, the respective petitioners did not make requisite and adequate declarations particularly regarding the conflict of interest.

28. That apart, it is submitted that having offered their bid for the Tender floated on 10.06.2011, the petitioners have offered second bid in the subsequent date floated on 03.09.2011.

29. A reference is made to 2.1.2.4, which reads as follows:

“The Bidder shall undertake (as per Format 4.7) not to submit any other bid, on the basis of the same generation source and quantum of power from such source as mentioned in its Bid, in any bid process till the time of selection of successful Bidder and issue of LOI or the termination of the process, which ever is earlier subject to a maximum period of one hundred and twenty (120) days from the Bid Deadline. If the Bidder, is a Trading Licensee, it shall undertake (as per Format 4.7) not to submit any bid, on the basis of power, it shall undertake (as per Format 4.7) not to submit any bid, on the basis of power purchase agreement submitted along with its Bid for the same quantum of power and generation source specified therein in any bid process till the time of selection of Successful



Bidder and issue of LOI or the termination of the process, which ever is earlier subject to a maximum of period of one hundred and twenty (120) days from the Bid Deadline.

Bidders shall furnish the undertaking as per Format 4.7, duly certified by Managing Director/Chief Executive Officer/Director/Manager, being a full time director on the Board of the Company.”

30. A reference is also made to the format for Disclosure, the content of which has been reproduced below:

**“(On the Letter Head of Bidding Company/Each Member in a Bidding Consortium)**

Disclosure

To

The Chief Engineer/Commercial,  
2<sup>nd</sup> Floor, Western Wing,  
Tamil Nadu Generation and Distribution Corporation Limited,  
144, Anna Salai,  
Chennai – 600 002.

India.

Fax No.044 2852 2270 / 1669

Phone No. 044 2852 2270 / 0496

E-mail : [ceipp@tnebnet.org](mailto:ceipp@tnebnet.org)

Sub: Bidders’ Disclosure for Bid for supply of power to  
Procurer in response to the RFP dated ... [Insert date]



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We hereby declare that the following companies with which we have direct or indirect relationship are also separately participating in this bidding process as per following details.

| S.No. | Name of the Company | Relationship |
|-------|---------------------|--------------|
|       |                     |              |
|       |                     |              |
|       |                     |              |

Further we confirm that we don't have any Conflict of Interest with any other Bidder participating in this bid process.

.....

**Signature of Chief Executive Officer / Managing Director / Manager**

**Notes:**

1. Managing Director/ Chief Executive Officer, being a full time director in the Board of the Bidding Company/ Lead Member in case of a Consortium.
2. In case of Manager, the Company should confirm through a copy of Board Resolution attested by Company Secretary that the concerned person is appointed as Manager as defined under the Companies Act, 1956 for the purpose in question. The Company Secretary shall also certify that the Company does not have a Managing Director or Chief Executive Officer."
3. In case there is no such company please fill in the column "Name of the Company" as Nil and under



column of Relationship as “Not Applicable”.

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31. I have considered the impugned orders passed by the third respondent and the consequential orders of the fourth respondent. I have also perused the affidavits filed in support of the respective writ petitions and the counters filed on behalf of the respondents. I have also considered the arguments advanced on behalf of the petitioner by the learned Senior Counsel for the petitioners and the arguments advanced by the respondents.

32. Ordinarily, the petitioners should have been asked to work out their remedy in terms of the mechanisms prescribed in Tender 01/PPMT/2011 dated 10.06.2011, on the strength of which the amount offered by the petitioner's as their bid amount while making the offer in response to Tender 01/PPMT/2011 dated 10.6.2011 were forfeited. However, more than 10 years of lapsed since the writ petitions were admitted. There are no disputed questions of fact in these two cases. Therefore, I proceed to dispose these two writ petitions on merits.

33. The short point that arises for consideration in these writ petitions is whether the bid amounts offered by the respective petitioners while making their respective bid pursuant to Tender 01/PPMT/2011 dated 10.6.2011 floated by the respondents can be forfeited in terms of clause 2.19.1 of the aforesaid tender document and whether the respondents were justified or not in the facts and circumstances of the case. Forfeiture of the



bid amount would arise only after a Letter of Intent was issued to a successful bidder if it is later found that the successful bidder has directly or indirectly or through an agent had engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the bid process. Only under those circumstances, the procurer can forfeit the bid amount, without prejudice to any other right or remedy that may be available to the procurer in law.

34. Admittedly in the facts of the present case both the petitioners were disqualified as their bids were declared as “non-responsive” . In other words, both the petitioners did not cross the first threshold after the Financial Bids were opened. Only where there was concluded contract and a Letter of Intent was issued where it was noticed that a successful bidder had resorted to one of the above mentioned practices enumerated above, the question of forfeiting the amount of a successful bidder would arise.

35. In my view, merely because the respective petitioners offered a bid in the second tender floated on 03.09.2011 and suppressed that both the petitioners were related to each other *ipso facto* did not entitle the respondents as procurer of power to forfeit the bid amount of the respective petitioners as they did not pass the first threshold after the opening of the Financial Bids as their bids were declared as non-responsive. Respondent being an instrumentality of the State cannot profit if no loss was caused to the respondents on account of the bids offered by the respective petitioners.



36. That apart the respective petitioners offered their bids after they had challenged the conditions of the Tender Document, Tender 01/PPMT/2011 dated 10.6.2011 before the Tamil Nadu Electricity Regulation Commission hoping that some of the stringent conditions in the Tender Documents would be declared as null and void. It would have been different if the respective petitioner were declared as successful bidders and later it was found that the petitioners had failed to make necessary declarations that was required to be made in the format for disclosure.

37. Thus the appropriation of the bid amounts offered by the respondent in response to the Tender 01/PPMT/2011 dated 10.6.2011 floated was unjust and unjustified in the facts of the case. Respondent being an Instrumentality of State was required to be fair and should not take action which are motivated with arbitrary desires. It cannot profit and make a windfall from the so-called mis declarations of the respective petitioners when they offered their bid in response to Tender 01/PPMT/2011 dated 10.6.2011 floated by the respondents.

38. In my view, there is no merits in the impugned orders. The respective writ petitioners are thus entitled for the relief. Accordingly, these writ petitions deserve to be allowed. The amount that have been appropriated by the respondents shall be refunded back to the respective petitioner together with simple interest at 7% per annum from the date of their respective bids of the petitioners being declared as non-responsive.



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39. These writ petitions stand allowed with the above observations.

No costs. Consequently, connected miscellaneous petitions are closed.

**11.01.2023**

Internet : Yes/No

Index : Yes / No

Speaking/Non-speaking Order

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To

1. Tamil Nadu Generation and Distribution  
Corporation Limited (TANGEDCO),  
Represented by its Chairman and Managing Director,  
144, Anna Salai,

21/25



W.P.Nos.24164 & 22908 of 2012

Chennai – 600 002.

2. The Chief Engineer/Commercial,  
Tamil Nadu Generation and Distribution  
Corporation Limited (TANGEDCO),  
2<sup>nd</sup> Floor, Western Wing,  
144, Anna Salai,  
Chennai – 600 002.
3. The Chief Engineer/PPP,  
Tamil Nadu Generation and Distribution  
Corporation Limited (TANGEDCO),  
NPKRR Maligai, 6<sup>th</sup> Floor, Eastern Wing,  
144, Anna Salai,  
Chennai – 600 002.
4. The Superintending Engineer,  
Tamil Nadu Generation and Distribution  
Corporation Limited (TANGEDCO),  
Chennai Electricity Distribution Circle/North,  
144, Anna Salai,  
Chennai – 600 002.
5. The Superintending Engineer,  
Tamil Nadu Generation and Distribution  
Corporation Limited (TANGEDCO),  
Nagai Electricity Distribution Circle,  
Nagapattinam.

**C.SARAVANAN, J.**

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W.P.Nos.24164 & 22908 of 2012

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and

W.M.P.Nos.1 & 2 of 2012

11.01.2023

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and

W.M.P.Nos.1 & 2 of 2012

**C.SARAVANAN, J.**



At the instance of the learned counsel for the petitioner, these cases are listed today under the caption "for being mentioned".

2.The learned counsel for the petitioner submits that in the order passed by this Court on 11.01.2023, there is a typographical mistake in the cause title, wherein, the name of the petitioner in W.P.No.22908 of 2012 was mentioned as M/s. OPG Power Generation Private Limited, Represented by its General Manager Mr.D.Eswaramoorthy, Registered Office at No.167, St.Mary's Road, Alwarpet, Chennai – 600 018 instead of **M/s. OPG Energy Private Limited**, Represented by its General Manager Mr.D.Eswaramoorthy, Registered Office at No.167, St.Mary's Road, Alwarpet, Chennai – 600 018. The submission is accepted. Hence, the same shall be substituted as **M/s. OPG Energy Private Limited**, Represented by its General Manager Mr.D.Eswaramoorthy, Registered Office at No.167, St.Mary's Road, Alwarpet, Chennai – 600 018, as stated in the affidavit filed in support of the writ petition.

**C.SARAVANAN, J.**

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3.All other observations made in the final order dated 11.01.2023 shall remain unaltered.

02.03.2023

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**Note:**Registry is directed to carry out the necessary corrections and issue fresh order copy to the parties.

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and  
W.M.P.Nos.1 & 2 of 2012