**IN THE HIGH COURT OF JUDICATURE AT MADRAS**

**DATED: 25.07.2025**

**CORAM**

**THE HONOURABLE MR.JUSTICE N.ANAND VENKATESH**

**Writ Petition No.14117 of 2025**
**and W.M.P.No.15865 of 2025**

Dhivakar Spinning Mills P Ltd.,
S.F.No.372, Chinna Nallama Thottam,
Kannamapalayam Post, Sulur via,
Coimbatore.
represented by its Authorized Signatory
S.Backiya Doss

Petitioner

Vs

1.Tamil Nadu Electricity Regulatory Commission,
6th Floor, SIDCO Corporate Office Building,
Thiru.Vi.Ka.Industrial Estate,
Guindy, Chennai - 600 032.
Through its Secretary

2.Tamil Nadu Power Distribution Corporation Limited
(TNPDCL)
10th Floor, 144, Anna Salai,
Chennai - 600 002.
represented by its Chairman and Managing Director

3.The Superintending Engineer, TNPDCL,
Coimbatore Metro Electricity Distribution Circle,
Coimbatore.

4.The Superintending Engineer, TNPDCL,
Namakkal Electricity Distribution Circle,
Namakkal.

Respondents

Writ Petition filed under Article 226 of the Constitution of

India seeking issuance of a Writ of Mandamus directing the respondents 2 to 4 to revise para 7 (page No.9) of the Energy Wheeling Agreement dated 27.03.2024 completely in line and consistent with Para 5.5.8 of the Solar Tariff Order No.9 of 2020 dated 16.10.2020 issued by the first respondent and consequently, direct the fourth respondent to accept the invoices of the petitioner whenever raised for the encashment of the unutilized Surplus Solar Energy available at their account at the end of each month, at 75% of the tariff discovered in the competitive bidding which is Rs.3.04/- and to effect the payment, within the due dates, as provided in the Order No.9 of 2020 dated 16.10.2020.

For Petitioner : Mr.R.S.Pandiyaraj
For Respondents : Mr.D.R.Arunkumar

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**ORDER**

This writ petition has been filed seeking issuance of a writ of mandamus directing the respondents 2 to 4 to revise paragraph No.7 of the Energy Wheeling Agreement dated 27.03.2024 in line with and consistent with Clause 5.5.8 of the Solar Tariff Order No.9/2020 dated 16.10.2020 issued by the first respondent and consequently, direct the fourth respondent to accept the invoices of the petitioner whenever raised for encashment of the unutilized surplus solar energy available in their account at the end of each month at 75% of the tariff discovered in the competitive bid and to effect payments with the due dates as provided in Order No.9/2020 dated 16.10.2020.

2. Heard Mr.R.S.Pandiyaraj, learned counsel for petitioner and Mr.D.R.Arunkumar, learned counsel for respondents.

3. The case of the petitioner is that they are having the high tension service connection under the jurisdiction of the third respondent. The petitioner made an application to the second respondent for arrangement of 2 MW Solar Power Plant. The petitioner was directed to pay the applicable charges besides the refundable security deposit. The second respondent also issued "Noted for Record" letter to the petitioner directing the Solar Power Plant to be commissioned and synchronised in the grid belonging to the respondents. The petitioner also satisfactorily commissioned the plant and the same was also certified by the respondents.

4. Under instructions from the second respondent, the third respondent had sent a letter enclosing Energy Wheeling Agreement dated 27.03.2024. On perusal of the agreement, it was found that it contained clauses contrary to the tariff order passed by the first respondent commission in order No.9/20 dated 16.10.2020. As a result, the second respondent restricted the petitioner from raising invoices for the unutilized excess solar energy whenever available after consumption during the month. It is under these circumstances, the present writ

petition came to be filed before this Court.

5. It is relevant to take note of the order passed by the first respondent in M.P.No.47 of 2021 dated 11.05.2023. The relevant portion is extracted hereunder:

> "**6.Finding of the Commission on the first issue:**
>
> In view of the findings rendered by this Commission on issue no.2 to 5, the only irresistible conclusion that can be arrived at on this issue is that clause 24(IV) of the Energy Wheeling Agreement dated 03.03.2021 is inconsistent with clause 5.5.8 of the Tariff Order dated 16.10.2020 passed in T.A.No.9 of 2020 and also Regulation 7 of the Power procurement from New and Renewable Sources of Energy Regulations, 2008 as contended by the petitioner. Accordingly this issue is decided in favour of the petitioner.
>
> In fine, this Commission doth order as follows:-
>
> a) The petitioner is entitled to 75% of the tariff fixed by the Commission or in cases where no tariff fixed, 75% of the tariff discovered in the competitive bidding shall be adopted for payment for the energy supplied over and above the limit sanctioned.
> b) In case any injection has been made by the generator against the direction of SLDC or at any point of time such injection had imperilled the gird security, such cases shall be dealt with separately by the respondent for the purpose of denial of claim.
> c) Even in such cases, it is only after giving due notice and fair hearing, that payment can be denied.
> d) In all other cases, payment shall be made at 75% tariff fixed by the Commission.
> e) Parties shall bear their respective cost."

6. The relevant clause now sought to be revised is extracted hereunder:

> "**7. Banking**
> The banking is not permitted. The surplus energy if available at the end of billing period will get lapsed. The energy adjustment on slot to slot basis shall be done till such time the DSM is implemented in the state. You are requested to pay tax and duties if any, as and when announced by the Government."

7. It is quite apparent that the relevant clause in the agreement has to be in line with the order passed by the first respondent. The first respondent has categorically held that the said clause is inconsistent with Clause 5.5.8 of the tariff order dated 16.10.2020.

8. Learned Standing Counsel appearing on behalf of the TANGEDCO submitted that the Chief Engineer-NCES has taken a different view and therefore, the respondents are not in a position to take any decision.

9. In reply to the above submission, learned counsel for petitioner produced the copy of the communication made by the Superintending Engineer to yet another entity wherein it is seen that after taking note of the order passed by the first respondent in M.P.No.47 of

2021 dated 11.05.2023, the Solar Tariff Order No.9 dated 16.10.2020 and the relevant clause in the agreement, the Chief Engineer-NCES has granted approval through memo dated 11.07.2025. For proper appreciation, the said communication is scanned and reproduced hereunder:

**TNPDCL**

From
Er.K.Karunakaran,B.E.,MBA,
Superintending Engineer,
Palladam Elecy. Distbn. Circle,
Palladam.

To
M/s.T.R.K.Textiles India Private Limited,
D.No.11, CBC Building,
M.R.Nagar,
Dharapuram Road,
Tirupur – 641 608.
E.mail: mill@trk.co.in

Lr.No.SE/PEDC/PLDM/DFC/AO/REV/WIND/F.Court case/D. [illegible]/2025,dt. 11.07.2025.

Sir,

Sub:PEDC/Palladam – Court case – M/s. T.R.K. Textiles India Private Limited – M.P.No. 19 of 2024 in Hon'ble TNERC – Filling petition under Section 142 of the Electricty Act, 2003 – To punish the Respondent TANGEDCO for non-Compliance of judgement order Issued in the M.P.No.47 of 2021, Dt.11.05.2023 – Execution of revised agreement – Regarding.

Ref:1.M.P.No.47 of 2021,dt.11.05.2023 in Hon'ble TNERC order dt.11.05.2023.
2.M.P.No.19 of 2024 in Hon'ble TNERC.
3.Solar Tariff order No.9 of dt.16.10.2020.
4.L22/2031-3/F.M/s.T.R.K.Textiles India Private Limited/2021,dt.06.02.2021.
5.Memo.No.CE/NCES/SE/Solar/EE/SCB/AEE2/F.Court CASE/D.No.01 -1/2025, dt.11.07.2025.

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With ref. (1) and (5) cited above, as per clause 5.5.8 in Tariff order No.9 of 2020, dt.16.10.2020 in the energy wheeling agreement, you are requested to execute the revised agreement include the clause 5.5.8 in Tariff order on or before 14.07.2025 in Superintending Engineer/Palladam EDC/Palladam office.

11.07.25
Superintending Engineer
PEDC/Palladam

*Copy submitted to the Chief Engineer/NCES/Chennai.*
*Copy submitted to the Chief Engineer/Distribution/Coimbatore.*
*Copy to the Standing Counsel/TNERC/Chennai.*

10. In view of the above, the Chief Engineer-NCES has already granted approval in one of the case by following the order passed by the first respondent. Hence, the same yardstick must be applied in the case in

hand also. Accordingly, there shall be a direction to the respondents 2 to 4 to revise the relevant clause in the agreement and execute the revised agreement by including Clause 5.5.8 in the tariff order. This process shall be completed within a period of six (6) weeks from the date of receipt of a copy of this order. On such modification, the amount that is liable to be paid to the petitioner shall also be settled within a period of eight (8) weeks thereafter.

This writ petition is disposed of with the above direction. No costs. Consequently, connected miscellaneous petition is closed.

**25.07.2025**

Neutral Citation: Yes/No
Index: Yes/no
Speaking Order/Non-Speaking Order
gm

**N.ANAND VENKATESH, J**

gm

To
1.The Secretary,

Tamil Nadu Electricity Regulatory Commission,
6th Floor, SIDCO Corporate Office Building,
Thiru.Vi.Ka.Industrial Estate,
Guindy, Chennai - 600 032.

2.The Chairman and Managing Director,
Tamil Nadu Power Distribution Corporation Limited
(TNPDCL)
10th Floor, 144, Anna Salai,
Chennai - 600 002.

3.The Superintending Engineer, TNPDCL,
Coimbatore Metro Electricity Distribution Circle,
Coimbatore.

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