



W.P.No.24187 of 2023

M.DHANDAPANI, J.

The matter is listed today under the caption “for being mentioned”.

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2. It is brought to the notice of this Court by the learned counsel for the first respondent that the name of the learned counsel for the first respondent has not been mentioned in the appearance portion of the order dated 22.10.2025. This Court may direct the Registry to modify the same.

3. Since it is a typographical error, Registry is directed to modify the appearance portion as follows:

For Respondent(s):

Ms.P.J.Anitha, CGSC R1
Mr.P.S.Raman, Advocate General
Assisted by Mr. D.R. Arunkumar
Standing Counsel For RR2 to 5

4. Except the above modification, remaining portion of the order dated 22.10.2025 shall stand unaltered.

13.03.2026

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Note: Registry is directed to issue a fresh order copy after making necessary corrections.



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M.DHANDAPANI, J.

rli

W.P.No.24187 of 2023

13.03.2026



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WP No. 24187 of 2023



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 22-10-2025

CORAM

THE HONOURABLE MR JUSTICE M.DHANDAPANI

WP No. 24187 of 2023

AND WMP Nos. 23639 and 23640 OF 2023

M/s.Carbonaire Industries
(madras) P Ltd., Solar Plant No.079414620009
No.207 (old No.129), St.Marys Road, Alwarpet,
Chennai- 600 018
Repd. By Its Director Mr. Anandkathare.

Petitioner(s)

Vs

1. The Union of India
Through The Ministry of Power,
Shram Shakti Bhavan, New Delhi.

2.Tamil Nadu Generation And
Distribution Corporation Limited
(Tangedco), No.144, Anna Salai,
Chennai- 600 002.

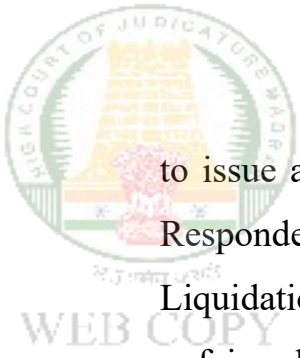
3.The Chief Engineer /NCES
Tangedco, 2 Nd Floor,
No.144, Anna Salai,
Chennai- 600 002.

4.The Superintending Engineer / Solar
Tangedco, 2 Nd Floor, Eastern Wind,
144, Anna Salai, Chennai- 600 002.

5.The Superintending Engineer
Tangedco, Virduhunagar Electricity
Distribution Circle, Virudhunagar.

Respondent(s)

PRAYER: This writ petition is filed under Article 226 of Constitution of India,



to issue a Writ of Certiorarified Mandamus, Calling for the records of the 4th Respondents impugned letter in Lr.No.SE/Solar / DFC / NCES / AS / Asst/ F. Liquidation Sch/D. 351/ 22 dated 30.06.2022 and quash the same as illegal, unfair, arbitrary and without the authority of law and against the letter and spirit of the Electricity (Late payment surcharge and Related Matters) Rules 2022 and consequently direct the 4th Respondent to re- determine the total outstanding dues payable to the petitioner from Nov/ 2020 to Feb / 2022, with interest thereupon, as per the petitioners representation date 29.07.2022 and make the payment in 12 monthly instalments.

For Petitioner(s): Mr.R.S. Pandiyaraj
For Respondent(s): Mr.P.S.Raman, A.G.
Assisted by
Mr. D.R. Arunkumar S.C.
RR1 to 5

ORDER

This petition has been filed seeking to quash the impugned letter dated 30.06.2022 issued by the 4th respondent and consequently direct the 4th Respondent to re- determine the total outstanding dues payable to the petitioner from Nov/ 2020 to Feb / 2022, with interest thereupon, as per the petitioners representation date 29.07.2022 and make the payment in 12 monthly instalments.

2. It is the case of the petitioner that the petitioner is a generator of solar and sold his energy to Tangedco. As per the Energy purchase agreement, the Tangedco is under an obligation to pay its monthly purchase price within 60 days and in default to pay 1% interest. The petitioner has been supplying the



energy that it generates to Tangedco, for which, it has not made any payment as yet. In other words, the Tangedco is alleged to be in gross breach of the contractual terms. While so, Tangedco came out with a proceedings dated 30.06.2022 purported to have been made under Rule 5 of MOP notification dated 03.06.2022 and divided its monthly outstanding dues into 48 monthly instalments. But even here the Tangedco did not add the 1% interest payable on the value of the energy purchased. This is now under challenge.

3. Heard the learned counsel for both side and perused the materials available on record.

4. This Court has to strike out a balance between the right of the petitioner and they plea a financial distress raised by the Tangedco. Since the department has not denied its liability to pay the dues, this Court is of the view that interest of justice would be made by directing the TANGEDCO to pay outstanding amount in 18 months starting from January-2026. As rightly submitted by the learned counsel for the petitioner, in the energy purchase agreement, there is a default clause; in that, the 4th respondent is agreed to pay 1% interest in case monthly dues are not paid within 60 days. Therefore, the TANGEDCO is also directed to calculate the interest at 1% for the relevant period and pay the same as well.

5. With the above directions, the writ petition is disposed of.



Consequently, connected miscellaneous petitions are closed. No costs.

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22-10-2025

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Index: Yes/No

Speaking/Non-speaking order

Internet: Yes

Neutral Citation: Yes/No

To

1. The Union Of India
Through The Ministry Of Power,
Shram Shakti Bhavan, New Delhi.

2. Tamil Nadu Generation And
Distribution Corporation Limited
(tangedco), No.144, Anna Salai,
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