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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 09-04-2026

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THE HON'BLE MR JUSTICE M.DHANDAPANI

WP Nos. 12856 & 12872 of 2026

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WMP NOs. 14075, 14057, 14056 & 14071 of 2026

M/S.A.R.S.WIND PVT Ltd.,
400/2, Ganapathy Nagar, North Street,
Naranapuram, Palladam - 641 664.
Coimbatore
Repd. Authorized Signatory
S.Ramakrishna

..Petitioner

Vs

1. Tamilnadu Power Distribution Corporation Ltd
(TNPDC),
10th Floor, 144, Anna Salai,
Chennai - 600 002.
Represented by its Chairman and Managing
Director.
2. Tamilnadu Green Energy Corporation Ltd.,
(TNGECL)
10th Floor, 144, Anna Salai, Chennai - 600 002.
Represented by its Managing Director.
3. The Chief Engineer/NCES, (TNGECL)
2nd Floor, 144, Anna Salai, Chennai - 600 002.
4. The Superintending Engineer,
TNPDC,
Tirunelveli Electricity Distribution Circle,
Tirunelveli.

..Respondents

WP No. 12872 of 2026

M/S.TMV Energy Palavoor Pvt Ltd.,
WEG No.039304392109
820-A, 9th north street,
Thiyagaraja nagar, Tirunelveli - 627011.



Repd. its Director T.Manickavasagam

..Petitioner

Vs

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4. The Superintending Engineer,
TNPDC,
Tirunelveli Electricity Distribution Circle,
Palladam.

..Respondents

W.P.No.12856 of 2026:

Writ Petition filed under Art.226 of the Constitution of India praying for issuance of Writ of Certiorarified Mandamus to call for the records of the 1st respondents impugned board proceedings in (per) FB TNPDC proceedings No.44 dated 01.08.2023 and quash the same as illegal, arbitrary, contemptuous and as abuse of process of court and consequently direct the 2nd to 4th respondents to allow utility change/migration in petitioners WEF No.079224723112, 079224723123, 079224723248 and 079304723936 by terminating the existing Energy Purchase Agreements (EPA) dated 01.09.2025 and execute a fresh Energy Wheeling Agreement (EWA) under the captive/group captive and 3rd party sale schemes and further direct to make payment of the outstanding dues payable to the petitioner, towards the wind energy sold by the petitioner till the date of the termination of the EPA



dated 01.09.2025 as per their respective invoices along with interest at 1 percentage per month for the if any delay in payments within a reasonable time.

WP No. 12872 of 2026

Writ Petition filed under Art.226 of the Constitution of India praying for issuance of Writ of Certiorarified Mandamus to call for the records of the 1st respondents impugned board proceedings in (per) FB TANCEDCO proceedings No.44 dated 01.08.2023 and quash the same as illegal, arbitrary, contemptuous and as abuse of process of court and consequently direct the 1st and 2nd respondents to strictly comply with the provisions of the constitution of India as enshrined under Article 300A and to confine the respondents within the statutory provisions and limits of the Electricity act 2003, in the matter of allowing the utility changes/migrations from converting the existing Energy Purchase Agreement to Energy Wheeling Agreement and further direct the 2nd and 3rd respondents to allow utility change/migration in petitioners WEF No.039304392109 by terminating the existing Energy Purchase Agreements (EPA) dated 01.12.2024 and direct to execute a fresh Energy Wheeling Agreement (EWA) dated 01.12.2024 and direct to execute a fresh Energy Wheeling Agreement (EWA) under the Group Captive/3rd party sale schemes and further direct to make payment of the outstanding dues payable to the petitioner, towards the wind energy sold by the petitioner till the date of the termination of the EPA dated 01.12.2024 as per their respective invoices along with interest at 1 percentage per month for the if any delay in payments within a reasonable time.

For Petitioner in both WPs. : Mr. M. Saravana Kumar

For Respondents in both WPs : Mr.D.R.Arun Kumar



COMMON ORDER

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According to the petitioners, the petitioners have installed windmills within the jurisdiction of the 4th respondent. Under an Energy Purchase Agreement (in short 'EPA'), dated 01.09.2025 and 01.12.2024 the energy generated by the petitioners' windmills has been sold to respondent/TNPDCL. As per the agreement, the amounts for the enrgy sold should be paid within 60 days from the date of receipt invoices, fialing which, the respondent is liable to pay interest at 1% per month. As there was delay in payment of the amounts and the delayed payments were made without any interest by the respondent/TNPDCL raised under invoices by petitioners, the petitioners opted for supplying their wind energy to other consumers within the State of Tamil Nadu under the Open Access Scheme as per the terms of the agreement executed between them and TANGEDCO.

3. In the circumstances, the TNPDCL, having received representations from various Wind Energy Generators requesting them to terminate the EPA and to allow migration from sale of power to 'TANGEDCO' to their captive/third party use, issued Board proceedings No.44, dated 01.08.2023 not permitting petitioners' migration (utility change) from Sale to Board to captive scheme.



4. As the petitioners have right to supply its power to other consumers under Open Access Scheme either under own captive/group captive or under 3rd party sale, on payment of necessary charges, the petitioners on 25.10.2025, 06.02.2026 and 15.02.2025 have made applications to the 2nd respondent to convert EPA into EWA . However the petitioners' request to the 2nd respondent has been kept pending till date without any action.

5. Left with no other alternative, the petitioners have filed the aforesaid writ petitions seeking for quashing the impugned proceedings issued by the TNPDCCL and for consequential direction directing the respondents 2 to 4 allowing termination of existing EPA and to execute fresh EWA under group captive/3rd party sale schemes and further direction to make payment of outstanding dues till the date of termination of EPA along with interest at 1% per month.

6. Heard the learned counsel appearing for the petitioners and the learned counsel appearing for the respondents.

7. The learned counsel appearing for the petitioner would submit that both the writ petitioners have entered into Power Purchase Agreement with the respondent/TNPDCCL, however, as per the Power Purchase Agreement,



the respondents have cleared the bill within the time as specified in the Agreement. As the respondent/TNPDCI defaulted in payment of the power purchase from the petitioners, thereby, the petitioners have made applications to the respondent/TNPDCI allowing them to terminate the existing Energy Purchase and convert it to fresh Energy Wheeling Agreement under group captive/3rd party sale schemes, however, the same was rejected by the respondent/TNPDCI vide its impugned proceedings No.44, dated 01.08.2023 not permitting migration (utility change) from Sale to Board to captive scheme. Challenging the same, the present writ petition is filed.

8. Learned counsel appearing for the petitioners further submitted that the similar issue challenging the impugned proceedings was elaborately dealt with by this Court in W.P.No.9591 and 9597 of 2026, wherein the impugned proceedings were ordered to be quashed Accordingly, he prayed for passing similar order in this writ petition also.

9. Per contra, the learned counsel for the respondents would submit that the petitioners herein are bound by the Energy Purchase Agreement. Unless the petitioners establish before this Court that there was a default in payment of arrears to the petitioners, then only, they are entitled for converting Energy Purchase Agreement (EPA) to Energy Wheeling



Agreement(EWA). In the present case, there is no default in payment of amount, however, the learned counsel for the respondents would fairly concede that there was some default in payment, but the entire defaulted amount was subsequently paid.

10. Heard both sides and perused the order dated 13.03.2026 passed in W.P.No.9591 and 9597 of 2026 arising out of the similar issue involved herein. In the order dated 13.03.2026 passed in W.P.No.9591 and 9597 of 2026, this Court has held as follows:

‘2. The learned counsel for the petitioner submitted that this writ petition is covered by the earlier order passed in W.P.No.13729 of 2025 dated 22.04.2025. The relevant portions are extracted hereunder:

“8. It can be seen that identical board proceedings have been set aside by this Court by the order dated 30.08.2019 and the said order stood confirmed upto the Hon’ble Supreme Court of India. The only argument that is made is that the Board has revisited based on the late payment surcharge charges. That again was again the subject matter of Division Bench of this Court of which I am also one of the member (Mr.Justice D.Bharatha Chakravarthy) and by an order dated 03.01.2023 it was held as follows and it is essential to extract paragraph Nos.2 and 5 which reads as under:

“2. Mr.P.S.Raman, learned Senior Counsel appearing for the petitioners/appellants submitted that the impugned orders of the learned Single Judge passed in the writ petitions are patently unsustainable, in view of the Electricity (Late Payment Surcharge and Related Matters) Rules, 2022 (for short, - the said Rules) notified by the ministry of Power. Rules 3 and 5 of the



said Rules enable the petitioners/appellants to make the payment of arrears to the respondent along with late payment surcharge from the date of default. The said Rules are retrospective in nature and applicable for all the cases irrespective of the dates of default. Therefore, the impugned orders of the learned Single Judge are liable to go.

5. Learned counsel appearing for the respondent heavily opposed the prayer to condone the delay and submitted that the delay of 237, 252 and 258 days in filing the writ appeals against the orders dated 07.03.2022, 25.3.2022 and 28.03.2022 passed in W.P.Nos.4933, 6977 and 6938 of 2022 has not been sufficiently explained by the petitioners/appellants. Secondly, the learned Single Judge in the impugned orders, has followed the similar order dated 30.08.2019 passed in W.P.No.5196 of 2019 etc., which was affirmed by a Division Bench of this Court in its judgment dated 18.02.2020 in W.A.No.4189 of 2019, which has also been confirmed by the Apex Court vide order dated 24.09.2020 in S.L.p.Nos.8513-8518 of 2020. Therefore, there is no bonafide in filing the petitions to condone the delay and there is no merit in the writ appeals. Thus, a prayer has been made to dismiss the delay condonation petitions as well as the writ appeals.

9. On the above findings, again the orders impugned were set aside and taking note of the earlier round of litigation which ultimately was dismissed by the Hon'ble Supreme Court of India in SPL.Nos.8513-8518 of 2020. In view thereof, the contention that is made on behalf of the Learned Counsel for the respondents are unsustainable. Since the matter has already been decided in the previous round, once again similar orders cannot be repeatedly passed by the respondent Board."

10. Therefore, this writ petition is allowed on the following terms:

(i)The impugned orders dated 01.08.2023 and 28.02.2024 shall stand quashed and consequently the



respondents 3 to 5 are directed to convert the Energy Purchase Agreement (EPA) in respect of petitioner's WEG No.039214340843 as one of Energy Wheeling Agreement (EWA) and permit the petitioner to consume the power for its own purposes.

(ii) With reference to the arrears, in view of the statements that is made in paragraph No.9 that the TNPDCCL is taking steps to clear the outstanding dues along with interest, it shall be done within a period of eight (8) weeks from the date of receipt of the web copy of the order."

3. In view of the above, the writ petitions are allowed in terms of the order passed in W.P.No.13729 of 2025 dated 22.04.2025."

11. In view of the order passed in W.P.Nos.9591 and 9597 of 2026, dated 13.03.2026, involving the similar issue, these Writ Petitions are also allowed on the same terms. No costs. Consequently, the connected miscellaneous petitions are closed.

09-04-2026

Index: Yes/No
Speaking/Non-speaking order
Neutral Citation: Yes/No
msr

To

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M.DHANDAPANI J.

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