

**PUNJAB STATE ELECTRICITY REGULATORY COMMISSION  
SCO NO. 220-221, SECTOR 34-A, CHANDIGARH**

**Petition No. 46 of 2012  
Date of Order: 24.12.2012**

In the matter of : Petition under Section 86(1)(b) and 86(1)(f) of the Electricity Act, 2003 in relation to disputes arising under the power purchase agreement dated 01.09.2008 ("PPA") between Talwandi Sabo Power Limited, the petitioner herein, and the respondent – Punjab State Electricity Board (PSEB), which stands substituted by Punjab State Power Corporation Limited (PSPCL) as the successor entity on unbundling of PSEB AND Failure and/or refusal of PSPCL to fulfill its obligation of arranging sufficient quantity / quality / grade / origin of coal in terms of the Competitive Bidding Guidelines, Bidding Documents (the RfQ and RfP), the PPA and the Memorandum of Understanding with PSPCL dated 02.09.2008 for the Project of 1980 MW that is being set up under the Case 2 model.  
(3x660 MW Talwandi Sabo Thermal Power Project)

AND

In the matter of: Talwandi Sabo Power Limited site cum Registered Office Village Banawala, Mansa – Talwandi Sabo Road, District Mansa Punjab 151302

Versus

Punjab State Power Corporation Limited through its Engineer-in-Chief/Thermal Designs, Shed No.T-2, Thermal Design Complex, Patiala-147001.

Present: Smt.Romila Dubey, Chairperson  
Shri Virinder Singh, Member  
Shri Gurinderjit Singh, Member

**ORDER**

Talwandi Sabo Power Limited (TSPL) has filed this petition alongwith application for interim directions in the matter of 3x660 MW Talwandi Sabo Power Project (Project) under Section 86(1)(b) and 86(1)(f) of the Electricity Act, 2003 (Act) in relation to disputes arising under the Power Purchase Agreement dated 01.09.2008 (PPA) between TSPL and erstwhile Punjab State Electricity Board

(now succeeded by PSPCL on unbundling). The disputes relate to alleged failure and/or refusal of PSPCL to fulfill its obligation of arranging sufficient quantity / quality / grade / origin of coal in terms of the Competitive Bidding Guidelines (CBG), Bidding Documents (the RfQ and RfP), the PPA and the Memorandum of Understanding with PSPCL dated 02.09.2008 for the Project being set up by the petitioner under Case 2 model.

2 (i) TSPL has submitted that initially TSPL was set up as a Special Purpose Vehicle (SPV) by PSEB under the Companies Act 1956. The entire shareholding of TSPL was transferred to Sterlite Energy Limited (SEL) on selection of SEL as successful bidder. TSPL as SPV and as an authorized representative of erstwhile PSEB issued Request for Qualification (RfQ) on 25.09.2007 and Request for Proposal (RfP) on 18.01.2008 for procurement of power on long term basis from power station to be set up at village Banawala, Mansa in accordance with the competitive bidding guidelines issued by the Ministry of Power, Govt. of India. The respondent specified the details regarding status of arrangement of fuel in terms of clause 1.4 (B) (2) of the RfP wherein it ensured coal supply of 8.7 MT/year having GCV 3900 kCal/Kg. Further the respondent in the RfP bid conference held on 08.05.2008 at Chandigarh in its presentation had assured the prospective bidders that Mahanadi Coalfields Limited (MCL) vide its letter dated 28.04.2008 had agreed to supply "E" Grade coal having GCV 4500-4600 kCal/Kg and Ash content 33-34% upto 5.00 mtpa during 2011-12 and 7.70 mtpa from 2012-13 onwards for the project. On the basis of these representations and assurances, the SEL submitted its tariff bid for setting up the Project. Pursuant to the competitive bid process, the SEL was selected as the successful bidder and Letter of Intent (LOI) dated 04.07.2008 was issued in its favour calling it upon to acquire 100% shareholding of TSPL. Accordingly a Share Purchase Agreement (SPA) was executed on 01.09.2008. The PPA setting out the terms and conditions for the construction, operation and maintenance of the Project, sale of contracted capacity and supply of electricity was signed between the petitioner and respondent on 01.09.2008. On 02.09.2008, the respondent entered into a Memorandum of Understanding (MoU) with the petitioner, in terms of Para 3 of which the respondents undertook the specific obligation to execute Fuel Supply Agreement

(FSA) with the Fuel Supplier and thereafter assign the same in favour of the petitioner. The petitioner has submitted that the MoU was signed after execution of SPA and PPA and Letter of Assurance (LoA) dated 14.08.2008 issued by MCL was provided to the petitioner. LoA was issued after the submission of financial bid on 18.06.2008 by SEL and issuance of LOI dated 04.07.2008. The petitioner noted two major deviations in the LoA from the assurance given by MCL in its letter dated 28.04.2008. In LoA, MCL reserved the right to supply Grade E/F coal for the Project as against assured supply of Grade E only under MCL aforementioned letter. Further as per LoA, MCL also has a right to provide imported coal against assured provision of domestic coal only. Review of LoA also revealed to the petitioner that the quantity of coal as per LoA was sufficient only for the Project with 1800 MW capacity and not for the ultimate capacity i.e. 1980 MW of the Project.

(ii) The petitioner has further submitted that Model FSA being proposed by Coal India Limited (CIL), grossly deviates from the terms and conditions assured as per MCL letter dated 28.04.2008. Model FSA provides that MCL would assure only 80% of Annual Contracted Quantity (ACQ) as mentioned in LoA (i.e. 6 mtpa) with take or pay liability. TSPL has further submitted that as per reports published in electronic and print media, this 80% of the ACQ would include 65% domestic coal and 15% imported coal for which separate side agreement shall have to be signed.

(iii) The petitioner has stated that it has been raising its concerns from 22.01.2009 up to 28.08.2012 as under:-

(a) In order to utilize the ultimate capacity of the Project, 10 mtpa of Grade "E" coal with GCV 4500-4600 kCal/Kg with Ash Content of 33-34% is required. 7.72 mtpa of E/F Grade coal as provided in LoA can meet only part requirement of 1980 MW Project. It is obligation of PSPCL to arrange domestic coal upto ultimate capacity of Project i.e. 1980 MW in accordance with Case-2 competitive bidding process / bidding documents and the MoU;

- (b) The initial term of the Model FSA is for five years whereas respondent is obliged to make coal available for the entire term of PPA which is for 25 years;
- (c) As per the LoA and FSA, MCL will also supply imported coal along with domestic coal. This is in conflict with PPA which specifies that primary fuel for the Project is 'domestic coal'. The use of imported coal would require the petitioner to incur huge financial, commercial implications / costs and time for providing additional equipments / facilities suitable for the use of imported / blended coal;
- (d) The PPA provides for payment of energy charges based on landed cost of domestic coal only. There is no clarity / certainty regarding reimbursement for usage of imported / blended coal in the Project which entails huge impact on the financial viability of the Project;
- (e) The use of Grade "F" coal in the event of shortfall of "E" Grade coal would require washing arrangements for ensuring transport and use of coal with Ash content less than 34% for the Project in compliance with MOEF's rules / regulations. Net coal quantity would be further reduced due to degradation of coal to Grade "F" as about 20% - 30% quantity gets lost during washing of coal. It would add to Project cost and time overrun for arranging facilities for using Grade "F" coal;
- (f) The reduction in quantity and degradation of coal would increase the idle capacity of the plant and adversely effect the tariff quoted which was computed on the basis of capacity charges / incentives receivable based on operation of the Project at its ultimate capacity of 1980 MW.

3. The petitioner has stated that respondent replied to its first letter dated 22.01.2009 vide its letter dated 23.12.2009 and after that the respondent replied through 17 letters annexed in the Petition as P/10 (Colly.). The reply of the respondent giving reasons for alleged abjuring of obligation to arrange and assure fuel supply and execution of FSA has been summed up by the petitioner as below:

- (a) The ownership of TSPL had been transferred to SEL on 01.09.2008. Further, in terms of Clause 2.1.3 of the RfP, the FSA can be assigned by the Procurer to a third party. Therefore, the FSA has been assigned

to the petitioner by the respondent from the date of letter (i.e. 23.12.2009) and thus the FSA should be entered into between the petitioner and MCL.

- (b) Since, the SPV was transferred (with coal linkage of 7.72 mtpa) to the SEL on 01.09.2008, therefore, TSPL (i.e. petitioner) should take up the matter with the Ministry of Coal in relation to the supply of additional quantum of coal linkage for the Project.
- (c) In the RfQ and RfP documents, there is no mention of assurance as well as quantum of coal to the bidders/TSPL. Furthermore, all facts relating to the coal linkage of 7.7 MPTA were already brought to the notice of all the bidders.
- (d) The Standing Coal Linkage Committee (SLC) has approved a coal linkage for 7.72 mtpa for the 1800 MW capacity plant. At the time of bidding, the SEL proposed an additional 10% capacity. Therefore, additional coal, if any required for the change of unit configuration has to be arranged by the petitioner.
- (e) All the bidders submitted their bids with full knowledge that the coal linkage by the Government of India is only for 7.7 mtpa. Accordingly any claim for coal linkage in excess of 7.7 mtpa is untenable. In the event of any deficit in the supply of coal, the sole responsibility will be that of petitioner only.
- (f) There is no provisions in the PPA in terms of which the coal guarantee is the responsibility of the respondent. Therefore, SEL having bid on the basis of the availability of coal allocation of 7.7 mtpa can therefore now not claim any further coal assurance from the respondent.
- (g) The respondent has refuted the petitioner's claim that washing arrangement of coal will result in increase of costs and delay in

timelines as the bidders were made aware during the pre-bid stage about the requirement of washing of coal, if required.

4. After giving background of the dispute in Part (A) of the Petition TSPL has made submissions in respect of obligation of PSPCL to arrange sufficient quantity of domestic coal of the assured quality for the ultimate capacity of 1980 MW of the Project in Part (B) of the Petition. TSPL has submitted :

- (a) The competitive bidding guidelines are statutory in nature. Clause 3.2(1) specifically provides that preparatory activities should be completed by the procurer simultaneously with bid process adhering to the milestones. Regarding fuel arrangement it provides:

“Fuel arrangement: If fuel linkage or captive coal mine(s) are to be provided, the same should be available before the publication of RfQ. In case bidders are required to arrange fuel, the same should be clearly specified in the RfQ”.

In the present case it was not specified in the RfQ that bidders had any obligation vis-à-vis fuel arrangement for the Project. Obligation of the respondent to arrange fuel for the Project gets further clarified from the review of scenario-4 under clause 2.7.1.4 of the RfP. According to the petitioner, Clause 2.1.3 of RfP further clarify about the obligation of the procurer, which reads as under:

“A Fuel Supply Agreement will be signed between procurer and the Fuel Supplier. The same agreement has a clause whereby the procurer has a right to assign this agreement for specific period, within the Fuel Supply Agreement (FSA) to a third party. Accordingly, the FSA shall be assigned to the Selected Bidder during the term of PPA”.

(b) The definition of the FSA in PPA reads as under:-

“means the Agreement(s) entered into between the Procurer and the Fuel Supplier for the purchase, transportation and handling of the Fuel, required for the operation of the Power Station. In case transportation of the Fuel is not the responsibility of the Fuel Supplier, the term shall also include the separate agreement between the Procurer and the Fuel Transporter for the transportation of Fuel in addition to the agreement between the Procurer and the Fuel Supplier for the supply of the Fuel”.

The respondent had clearly undertaken the responsibility of signing FSA for supply of coal for the Project. The obligation is further reinforced vide Clause 3 of the MoU which is set out below:

“The Fuel Supply Agreement shall be signed by PSEB with the Coal Company within six months from the date of finalization of the Model FSA, at the request of TSPL, subject to the condition that TSPL shall achieve all milestones / benchmark(s) as stipulated in the Letter of Assurance dated 28 April 2008 issued by Mahanadi Coal Fields Limited and FSA, and PSEB shall assign the same in favour of TSPL”.

(c) In terms of Bidding Documents issued under the Competitive Bidding Guidelines (CBG), the prospective bidders had the flexibility to bid for any contracted capacity within the range of 1800  $\pm$  10% MW. The petitioner accordingly chose the ultimate capacity of 1980 MW for the Project, believing that it would get additional coal linkage.

(d) The respondent being under obligation to arrange fuel for ultimate capacity of the Project is required to enter into and execute agreement(s) other than the agreement with MCL for fulfilling its obligation. The obligation of the respondent includes the responsibility

to arrange for the transportation of fuel and sign a separate agreement with the Fuel Transporter.

- (e) In the event of shortfall of supply of fuel which would result in breach of obligation by the respondent, the petitioner should be entitled to payment of capacity charges.
- (f) The respondent was required to complete the arrangement of fuel to meet the full requirement of the Project prior to execution of Share Purchase Agreement in compliance with the Order dated 08.11.2007 of the Commission passed in Petition No.29 of 2007 filed by TSPL as an authorized representative of erstwhile PSEB. In the instant case, though LoA was dated prior to the date of execution of SPA and PPA, it was provided to petitioner after execution of the SPA and the PPA and acquisition of TSPL by SEL. This is contrary to the ibid order of the Commission.
- (g) The respondent is compelling the petitioner to sign FSA with Fuel Supplier in order to shift burden of its obligation and to escape from its specific obligation. This inevitably would infringe upon the validity of the bidding process and vitiate the sanctity of the bidding process.
- (h) The petitioner has also submitted that whereas Unit 1 and Unit 2 of the Project have been included in the list of projects going to be commissioned before 31.03.2015 as per Annexures II & III of Minutes of Meeting of the Standing Linkage Committee (SLC) as compiled by Central Electricity Authority (CEA). However Unit 3 of the Project has not been included in the list. CIL has already instructed its subsidiaries including MCL vide letter dated 29.05.2012 to initiate signing FSA for projects to be commissioned before 31.03.2015. It is, therefore, necessary for respondent to take urgent steps to arrange supply of coal for Unit 3.

- (i) Model FSA is likely to be finalized by CIL shortly. MCL has issued letter to TSPL to sign FSA failing which LoA issued is likely to be cancelled. TSPL would be willing to sign FSA to ensure that coal linkage of the Project is not lost but such execution of FSA would be without prejudice to rights and contentions of TSPL under PPA and MoU including clear indemnity from PSPCL about coal quantity / quality / grade / origin as assured during RfP bid stage.

5. The petitioner has prayed before the Commission to:

- (a) Direct the respondent to arrange (including transportation) adequate quantity of Fuel (domestic coal) of the quality as represented and assured at the time of bidding, up to the Project site, for the life time of the project i.e. 25 years, so that the project can operate at its ultimate capacity of 1980 MW;
- (b) Direct the respondent to allow deemed generation benefits and to pay capacity charges and incentives thereon to the petitioner in case the Project can not operate at its ultimate capacity of 1980 MW due to shortfall in supply of Fuel of the assured quality / grade / origin or non-availability of Fuel for the Project;
- (c) award cost in favour of the petitioner; and
- (d) pass such other and further orders / directions as the Commission may deem appropriate in the facts and circumstances of the case.

6. TSPL has also filed an application alongwith the petition for interim directions with following prayer:-

- (a) direct the respondent – PSPCL to follow up with Mahanadi Coalfields Ltd. for execution of the Fuel Supply Agreement and then sign the

FSA immediately and without any delay as soon as any information / intimation is received in this regard;

- (b) in the alternative to prayer (a) above, allow the applicant – TSPL to sign FSA on behalf of PSPCL with Mahanadi Coalfields Ltd., without prejudice to TSPL's rights, remedies and contentions under the PPA, the MoU and the Bidding Documents, including clear indemnity from PSPCL about coal quantity / quality / grade / origin as assured during RfP bid stage.
- (c) pass such other and further orders / directions as this Commission may deem just and proper in the facts and circumstances of the case.

7. During hearing for admission on 18.09.2012 of the Petition and Application for interim directions TSPL moved another application under Regulation 69 of the Punjab State Electricity Regulatory Commission (Conduct of Business) Regulations, 2005 seeking permission to amend the petition and making additional prayer.

The petitioner prayed to allow it to add prayer Clause c1 as under:-

- “c1. Clarify that use of imported coal from any source shall be a pass through for the Project and that the petitioner / TSPL shall be indemnified and held harmless against any loss / damage / any implication under the provisions of the PPA on account of Respondent / PSPCL's failure to meet its assurances and obligations with regard to quality, quantity / grade and origin of the coal.”

The petition along with application for interim directions and application to amend the petition and prayer were admitted vide Order dated 19.09.2012. PSPCL was directed to file reply by 03.10.2012 with copy to the petitioner. The petitioner was directed to file rejoinder, if any, to the reply of PSPCL by 08.10.2012. PSPCL filed reply to the petition vide Chief Engineer/Thermal Designs memo No.6555/57/DPT-77 dated 01.10.2012. PSPCL submitted that the prayer of the petitioner for directions to PSPCL in regard to assurance of fuel quantum and execution of FSA was wrong and liable to be dismissed. During hearing on

10.10.2012, the counsel for the petitioner argued on the basis of his interpretation of relevant provisions of RfQ, RfP, CBG, PPA dated 01.09.2008 and MoU dated 02.09.2008 that directions as prayed were justified to be issued. After hearing the arguments on behalf of the petitioner and respondent, the Commission directed the petitioner to file rejoinder to the reply of the respondent by 19.10.2012 and directed the respondent to file reply to the rejoinder by 24.10.2012 vide Order dated 11.10.2012.

8. In compliance with Order dated 11.10.2012, TSPL filed rejoinder vide No.TSPL/PSEB/395 dated 19.10.2012 and PSPCL filed sur-rejoinder to the rejoinder of the petitioner vide Chief Engineer/Thermal Designs memo No.6937/DPT-63 Vol.5 Part-2 dated 25.10.2012. The petitioner also filed Notes of Submissions on the Alternate Arrangements to meet the coal shortfall issue vide No.TSPL/PSEB/398 dated 25.10.2012. PSPCL filed reply to the Notes of Submissions on the Alternate Arrangements to meet the alleged coal shortfall issue vide Chief Engineer/Thermal Designs memo No.7027/28/DPT-77 dated 29.10.2012. The Commission after hearing the arguments at length on 30.10.2012, directed both parties to file written submissions by 16.11.2012 with advance copy to each other vide Order dated 02.11.2012. In compliance with Order dated 02.11.2012, PSPCL filed written submissions vide Chief Engineer/Thermal Designs memo No.7290/DPT-77 dated 15.11.2012 and TSPL filed written submissions vide No.TSPL/PSEB/415 dated 16.11.2012. After hearing the parties on 27.11.2012, further hearing of the petition was closed and Order was reserved vide Order dated 30.11.2012.

9 (i) PSPCL has submitted in its reply dated 01.10.2012 that as per the requirement of CBG, fuel linkage was arranged by the procurer / PSPCL before submission of RfP bids. Mahanadi Coalfields Limited had issued Letter of Assurance in favour of TSPL. The Bidders were informed in 2<sup>nd</sup> RfP Conference of Bidders held on 08.05.2008 well before the submission of RfP bids as follows:-

#### COAL ARRANGEMENTS

- MCL VIDE LETTER DATED 28.4.2008 HAS CONVEYED SUPPLY OF 'E' GRADE COAL – UP TO 5.00 MT DURING 2011-12 AND 7.70 MT FROM 2012-13 ONWARDS

(ii) Clause 3.5 (c) of SPA dated 01.09.2008 specifies : “all other rights and obligations of the company shall be of the selected bidder”. As such, once the Special Purpose Vehicle itself has been transferred to the successful bidder i.e. Sterlite Energy Limited, any arrangement reached by SPV would have to be binding on the successful bidder.

(iii) MCL had issued LoA in the name of SPV i.e. TSPL, as such signing of FSA is obligation of the Assured i.e. the petitioner company under the control of SEL after transferring of 100% shareholding through SPA. As per PPA and MoU dated 01.09.2008 and 02.09.2008 respectively, the parties agreed that FSA would be assigned to TSPL, which also means that the rights and obligations under FSA would eventually be that of the petitioner / TSPL. Only obligation of the respondent / PSPCL towards the petitioner / TSPL was to ensure that there was a coal-linkage available for the Project. In short the Fuel is the responsibility of the petitioner / TSPL and SEL. The respondent has fulfilled its representation / obligation for coal linkage through LoA for a quantum of 7.72 mtpa whereas in the Request for Proposal it had stated a fuel linkage of 7.70 mtpa.

(iv) Though the PPA and MoU provide for signing of FSA by procurer with the coal supplier but the same has to be read with agreement between parties in regard to assignment of the FSA by respondent to the petitioner and the terms of LoA which is in favour of TSPL. The FSA was duly assigned to TSPL vide letter dated 23.12.2009. The petitioner had also written a letter on 30.07.2010 to the Ministry of Power for taking up the issue of enhancement of fuel linkage with the Ministry of Coal. The petitioner had also requested that Fuel Supply Agreement should be signed with TSPL accordingly. The petitioner had also sought the assistance of respondent / PSPCL to recommend to Ministry of Power (MoP), Govt. of India (GoI) for the same. Pursuant to the request of the petitioner, the

respondent vide letter dated 23.08.2012 wrote to MoP, GoI, for enhancement of fuel linkage.

(v) The petitioner vide letter dated 04.10.2010 had conveyed its readiness to MCL to sign Fuel Supply Agreement. The present petition is a clear after thought as the present claim / prayer of the petitioner is contrary to the agreement, conduct and representations of the parties. This matter was also considered by the Commission and TSPL was directed to sign FSA with MCL vide Order dated 27.09.2012 in Petition No.11 of 2012 filed by the respondent. The position regarding signing of FSA has been fully concluded and settled between the parties and the petitioner is required to sign and execute the Fuel Supply Agreement with MCL.

(vi) PSPCL has denied that it had assured coal to the extent of 8.7 mtpa having GCV of 3900 kCal/Kg or the same was the condition of the bid documents. It was made clear that coal may be of E or F Grade as per linkage documents. PSPCL has further submitted that the question of coal being supplied in deviation of coal linkage granted would be known and arise for consideration only after actual supply of coal commences. It is for the petitioner to approach Coal Companies with regard to such aspects without any recourse to the respondent. The petitioner can not seek advance decision on the actual supply of coal and the rights and obligations of parties based thereon. PSPCL has submitted that it is baseless to allege that commercial operation date of the project will be affected by the coal supply. The supply of coal becomes relevant only after the commissioning of the Project. PSPCL has further submitted that it is wrong that there will be financial or commercial implications on the petitioner by supply of blended coal by MCL by including an appropriate and permissible quantum of imported coal. All such issues including the cost of coal, variable charges, operational parameters etc. would be relevant upon the commencement of actual supply of coal and not at this stage. The petitioner is raising irrelevant issues at this stage to justify time over-run or seek additional tariff.

(vii) Further PSPCL has submitted that contents of Paras 16 to 29 are wrong and hence denied. PSPCL has stated that the prayer made by the petitioner for directions to the respondent in regard to assurance of fuel quantum and execution of the Fuel Supply Agreement is wrong and is liable to be rejected and the present petition is liable to be dismissed with exemplary cost.

10. The petitioner in its rejoinder to the reply of PSPCL / respondent has submitted that the bid was for the Project under scenario 4 of Case 2 of CBG where fuel linkage is to be provided by the procurer, thus it is the responsibility of the procurer / respondent to arrange fuel of assured quantity, quality, grade and source. Otherwise it would amount to converting the nature of Project from Case 2 to Case 1. The bidders were required to quote only capacity charges and the Station Heat Rate under scenario 4 of Case 2 and therefore it is responsibility of the procurer / PSPCL to arrange adequate fuel for the ultimate capacity of 1980 MW of the Project. In the PPA also the procurer took it upon itself to be the 'entity responsible for fuel procurement / allocation of linkage'. This arrangement was also approved by the Commission. In furtherance of this contention, the petitioner has submitted :

- (i) In the RfP issued on 18.01.2008, at Clause 1.4(B)(2), the PSPCL represented to the bidders that 8.7 MT/Year of coal of GCV 3900 kCal/Kg would be made available for the Project.
- (ii) In the pre-bid meeting held on 08.05.2008, citing reference of letter dated 28.04.2008 issued by Fuel Supplier / Mahanadi Coalfields Ltd. (MCL) PSPCL assured that 7.70 mtpa Grade: E coal of GCV 4500-4600 kCal/Kg and ash content of 33-34% would be provided.
- (iii) Subsequently, on and around 12.06.2008, PSPCL provided the proximate and ultimate analysis of coal for preparation of financial bid and the sample sheet for computation of levelized tariff. The specifications of coal so provided by the PSPCL were necessary for the bidders to formulate their quote for the Station Heat Rate as per Scenario 4.

- (iv) Based upon the above assurances with respect to quantity, quality, grade and source of coal, Sterlite Energy Ltd. submitted its financial bid for the Project on 18.06.2008.
- (v) The Letter of Assurance (LoA) for fuel supply was issued by MCL on 14.08.2008 i.e. subsequent to the submission of financial bids by the bidders. In the LoA significant deviations were made by MCL with respect to the grade and quality of coal. MCL agreed to provide E/F Grade coal for the Project as against the specification of coal assured to the bidders at the pre-bid meeting of 08.05.2008.
- (vi) The LoA issued by MCL was not provided to the petitioner / seller even at the time of signing of the Power Purchase Agreement with respondent / procurer on 01.09.2008. Therefore, in the Memorandum of Understanding (MoU) signed between the seller and procurer on 02.09.2008 yet again reference was made to the MCL's earlier letter of 28.04.2008.
- (vii) In the MoU, procurer once again restated its obligation to sign the Fuel Supply Agreement (FSA) for the Project with the Fuel Supplier / MCL.
- (viii) When the seller raised concerns with regard to inadequacy of fuel under the LoA, the procurer / PSPCL in its letter dated 15.02.2011 admitted to the fact that the total coal requirement for the Project is 9.6 mtpa as against the 7.72 mtpa assured under the coal linkage with MCL. Accordingly, PSPCL in the said letter informed TSPL that the PSPCL is pursuing the matter with Central Electricity Authority for enhancement of linkage and arrange balance coal for the Project.

Another important aspect which needs to be considered is that the Project site has been approved by CEA for 2000 MW and accordingly PSPCL invited bid for the contracted capacity range of 1620 – 1980 MW while it admittedly applied for partial fuel linkage for only 1800 MW instead of contracted capacity of 1980 MW. This fact was neither clarified nor disclosed at the bidding stage, and for the first time came to the knowledge of the petitioner / seller only when it was given the LoA issued by MCL after the signing of PPA on 01.09.2008. This is

also contrary to the approach adopted by States like U.P. ( Karchana) and Haryana ( Jhajjar) where fuel linkage was sought for the maximum capacity of the project put up for bidding.

11. PSPCL in its sur-rejoinder dated 25.10.2012 to the rejoinder of TSPL dated 19.10.2012 has reproduced paras 24, 25, 26 and 27 of Order dated 27.09.2012 of the Commission in Petition No.11 of 2012 and has stated that in view of this decision of the Commission, the issues and aspects sought to be raised by the petitioner on merit do not arise. The aspects of non-availability of coal to the extent required from MCL, necessity to procure coal from other sources, the necessity to procure imported coal supplied by MCL or from other sources, their implication and consequences on tariff, scheduling of generation, the capacity charges payable etc. have to be considered as and when the situation arises based on the terms and conditions of PPA. These aspects being raised by the petitioner at this stage before the petitioner has completed the Project and declared the commercial operation date, are premature and liable to be rejected. PSPCL has denied any obligation on its part to arrange fuel / coal for the project beyond coal linkage for the Project. The respondent has no legal responsibility to arrange the fuel or transport the fuel and bear consequences in respect of the same. PSPCL has discharged its obligation by obtaining LoA dated 14.08.2008. Beyond this it is obligation of TSPL and SEL to pursue the matter with MCL and other authorities to make arrangement of sourcing of coal. The issues raised by the petitioner in rejoinder in the context of Case 1 bidding and Case 2 bidding under Section 63 of the Electricity Act, 2003 are irrelevant. PSPCL has denied all other contentions and averments of the petitioner in the rejoinder.

12. TSPL has suggested three options vide Notes of Submissions on Alternate Arrangements to meet the coal shortfall issue dated 25.10.2012 :

Option A : Imported coal

Option B : Non-linkage coal from spot market

Option C : Linkage from Pachwara Central Captive Block

PSPCL in reply to this has submitted that rather than taking steps to approach MCL and coal authorities for inclusion of Unit 3 of the generating station for execution of Fuel Supply Agreement, the petitioner is making unsubstantiated, speculative and baseless submissions and seeking an advance ruling from the Commission based on the assumptions and presumptions . The options provided by the petitioner in its submissions are based on speculations made by the petitioner on the actual supply of coal and do not arise for the consideration at this stage. Further the respondent can not seek any right against respondent for allocation of coal from its captive block.

13. In written submissions filed by the parties, the respective submissions made by them in the pleadings have been re-iterated and repeated. After filing Written Submissions dated 16.11.2012, TSPL has filed Additional Written Submissions dated 13.12.2012, which have also been taken on record for consideration. In the Additional Written Submissions, TSPL has submitted that nowhere in PPA, the responsibility for arrangement of coal has been cast upon TSPL and coal supply issue is required to be decided at the earliest before the commissioning of the Project. The Commission in its regulatory powers in the present circumstances can provide a proper resolution to the problem of fuel supply within the legal framework without violating the sanctity of competitive bidding. The use of 'Force Majeure' and 'Change of Law' as suggested by the respondent are not the appropriate remedies, as measures under PPA can not ensure increased supply of coal. The PPA can be amended and / or re-opened by the Commission in exercise of its regulatory powers. TSPL has quoted the opinion of the learned Attorney General of India to the Forum of Regulators dated 07.08.2012. In this context TSPL has also reinforced its views / contentions with a recent order of the Madhya Pradesh Electricity Regulatory Commission dated 01.12.2012 in MP Power Management Co. Ltd. Vs. PTC India Limited and Lanco Amarkantak Power Limited in Petition No.78 of 2012.

#### 14. Observations of the Commission:

- (i) In the Request for Proposal (RfP), it was provided that long term coal linkage for supply of 8.7 MT coal per year with Gross Calorific Value (GCV) as 3900 kCal/Kg has been sought and Ministry of Coal, Government of India (MoC) has approved the issuance of Letter of Assurance (LoA).
- (ii) In the pre-bid conference held on 08.05.2008, the respondent presented the letter dated 28.04.2008 from Mahanadi Coalfields Ltd. (MCL) which stated that it was possible to supply Grade E coal upto 5.00MT during 2011-12 and 7.70MT from 2012-13 onwards from the mines of Basundhara Coalfield as communicated by MoC for the project. The respondent also provided the fuel (coal) data/specification (weighted average) as provided by MCL for Grade E coal as, GCV 4500-4600 kCal/Kg, Ash content 33-34%.
- (iii) In the RfQ, the Special Purpose Vehicle (SPV) - Talwandi Sabo Power Ltd. (TSPL), as a wholly owned company of the procurer at that point of time, represented that the task of fuel linkage shall be completed before the signing of the SPA with the successful bidder, besides certain other tasks. This was incorporated in the RfQ after the deviation in this regard was permitted by the Commission, in accordance with clause 5.16 of the Guidelines for Determination of Tariff by Bidding Process for Procurement of Power by Distribution Licensee issued by the Ministry of Power, Government of India through Notification dated 19.01.2005 (Guidelines), in its Order dated 08.11.2007 in petition no. 29 of 2007 filed by SPV-TSPL. The fuel linkage was required to be obtained before publication of the RfQ as per the Guidelines and the Standard Bid Documents. This deviation was allowed by the Commission subject to the condition that the full cost implication (including that of other deviations permitted by the Commission) was clearly made known to the bidders before the issue of RfP.

- (iv) Pursuant to the competitive bidding process, Sterlite Energy Ltd. (SEL) was selected as the successful bidder and issued Letter of Intent (LoI) on 04.07.2008. The Share Purchase Agreement (SPA) for acquiring one hundred percent share holding of the SPV-TSPL by SEL from the respondent (procurer) was executed on 01.09.2008 and the Power Purchase Agreement (PPA) was also signed between TSPL as seller and the respondent as procurer on 01.09.2008.
- (v) A Memorandum of Understanding (MoU) was signed between TSPL (petitioner) and respondent on 02.09.2008. As per para 3 of the MoU, the respondent was to sign the Fuel Supply Agreement (FSA) with the coal company within six months from the date of finalization of the model FSA, at the request of TSPL, subject to the condition that TSPL shall achieve all milestones/benchmarks as stipulated in the letter no. MCL/HQ/CGM (CP&P)/08/82 dated 28.04.2008 issued by MCL and the same shall be assigned by the respondent in favour of the petitioner.
- (vi) It is provided in the RfP that the procurer has a right to assign the FSA signed with the fuel supplier to a third party and that the FSA will be assigned to the selected bidder during the term of PPA. As per the petition, the LoA dated 14.08.2008 was provided to the petitioner after the execution of the SPA and PPA on 01.09.2008, which was after the date of submission of the financial bid by SEL on 18.06.2008 as also issuance of LoI on 04.07.2008 to SEL.
- (vii) The LoA dated 14.08.2008 assured the supply of 7.72 mtpa of coal to the project. As per the petition, the petitioner noticed that the assurance for supply of coal by MCL in the LoA was 7.72 mtpa and is thus different than its letter dated 28.04.2008 which indicates it as 7.70 mtpa. The LoA provided for supply of Grade E coal and in case of shortage, Grade F coal will be supplied. The LoA further clarified that in case the incremental coal supplies available with the Assurer (MCL) are less than the incremental coal demand, the same shall be met through imported coal available with MCL. Also the assurance for

supply of coal as per the LoA was for 1800 MW and not for project capacity bidded as 1980 MW.

- (viii) In the PPA, as per the definition, 'Fuel' means primary fuel used to generate electricity namely, domestic coal.
- (ix) The petitioner has contended that the terms and conditions in the LoA and model FSA, presently proposed by Coal India Ltd. (CIL) and likely to be executed with MCL, deviate from the terms and conditions of the letter dated 28.04.2008. As per the model FSA, MCL would assure only 80% of Annual Contracted Quantity (ACQ) as mentioned in the LoA i.e. 6 mtpa with take or pay liability. The petitioner has stated that as per the reports widely published in print and electronic media, this 80% of the ACQ would include 65% domestic coal and 15% imported coal components for which separate side agreement would have to be signed. The petitioner has further stated that the project, in terms of the model FSA would receive around 5 mtpa of domestic coal with which it can operate at a Plant Load Factor (PLF) of 50% i.e. 990 MW leading to loss of capacity charges to the petitioner. As per the additional written submissions by the petitioner, it has been submitted that the aforementioned imported coal would be supplied by MCL to the extent of 15% of ACQ in years 2012-13, 2013-14, 2014-15; 10% of ACQ in the year 2015-16 and 5% of ACQ from year 2016-17 respectively.
- (x) The petitioner has submitted that, the initial term of model FSA is for five (5) years from the date of first delivery. However, in the modified model FSA annexed with the petition, FSA would remain in force till the end of twenty (20) years from the 'Effective Date' (of the FSA) or the life of the power plant, whichever is earlier.
- (xi) The petitioner has stated that there was continuous correspondence between the petitioner and the respondent from 22.01.2009 to 28.08.2012 dealing with issue of fuel supply. In addition the petitioner regularly submitted the progress reports to the respondent which highlighted the issues pertaining to fuel supply.

- (xii) The petitioner has contended that the supply of coal arranged by the respondent was insufficient to meet the requirements of the project to operate at 100% capacity of 1980 MW, which would require a minimum of 10 mtpa of Grade E coal with GCV 4500-4600 kCal/Kg, ash content between 33-34% and that it is the respondent's obligation to arrange domestic coal for the ultimate capacity of the project.
- (xiii) The petitioner has further contended that the environmental clearance issued to the respondent by the Ministry of Environment & Forests (MoEF) and the no objection certificate (NoC) from the Pollution Control Board are based on the usage of domestic coal.
- (xiv) As per the petitioner, the entire engineering for the project has been completed and manufacturing orders for nearly 100% of the equipment have been placed which are specifically designed to operate on consumption of domestic coal. In case imported/blended coal is utilized for operation of the plant, the petitioner will incur financial, commercial implications/costs and time in arranging additional equipments/facilities suitable for use of imported/blended coal impacting the revenue model and scheduled COD of the project.
- (xv) The PPA provides that payment of energy charges for a particular month are payable on the basis of the weighted average actual cost to the seller (TSPL) of purchasing, transporting and unloading the coal most recently supplied to and at the project before the beginning of that month expressed in Rs./MT in case of domestic coal. With regard to supply of Grade F coal in the event of shortfall in Grade E coal as mentioned in the LoA, the petitioner has stated that necessary washing arrangements would be required to be ensured and the coal quantity would further get reduced as about 20-30% quantity is lost during washing of coal leading to increase in idle capacity of the plant thereby adversely affecting the tariff quoted for the project.
- (xvi) With regard to arranging the fuel (coal) for the project, the petitioner while citing various provisions in the Guidelines, RfP, PPA and MoU

has emphasized that it is the respondent's obligation in the present case to arrange coal for the project.

- (xvii) Further, with regard to arranging the coal for the ultimate capacity of 1980 MW bid by SEL in response to respondent's invitation of bids for supply of 1800 MW of power at the generator switchyard bus-bar where the bidder could bid for any capacity within a range of 1620 MW to 1980 MW, the petitioner has contended that it reasonably believed that the respondent will arrange additional coal linkage as it was never disclosed that 7.7/7.72 mtpa coal is meant for 1800 MW capacity and that for any additional capacity, the petitioner would be responsible for arranging the coal including its transportation. It has been stated that considering the definition of the term FSA under the PPA, the respondent is obligated to arrange coal for the ultimate capacity for the project and that the disclosure during RfP bid conference that 7.7 mtpa of coal has been arranged, is not of any material significance. As the petitioner has not changed/increased the earlier configuration of the Unit in terms of the Article 3.1.1A of the PPA and that 1980 MW was the capacity for which bid was submitted, the petitioner has submitted that it cannot be forced to arrange the coal for balance capacity beyond 1800 MW. The petitioner has stated that the entire bidding of the project was based on the premise that coal for the project is required to be arranged by the respondent including the associated risks.
- (xviii) The petitioner has submitted that Unit 1 and Unit 2 of the project have been included in the list of the projects annexed with the Standing Linkage Committee (SLC) minutes dated 14.02.2012 and MoC letter dated 17.02.2012, which are likely to be commissioned before 31.03.2015, however, Unit 3 of the project has not been included in the said list and it is respondent's obligation to arrange adequate quantity of coal of the assured quality/grade/origin for the project including Unit 3.

## 15. Findings and Decision of the Commission:

After going through the petition, submissions for additional prayer, reply, rejoinder, sur-rejoinder, additional submissions and written submissions filed by the petitioner and the respondent and hearing the parties, the Commission gives its findings and decision as under:

The Commission notes that upto the last date of submission of bids by the prospective bidders i.e.18.06.2008, the LoA which was issued on 14.08.2008, was not available to the bidders. The bids were submitted by the prospective suppliers on the basis of the information including that of fuel linkage furnished by the respondent in the RfQ/RfP and in the pre-bid conference held on 08.05.2008. At that time, the MCL letter dated 28.04.2008, stating that it was possible to supply upto 5.00 MT coal (Grade E) during 2011-12 and 7.70 MT of coal (Grade E) from 2012-13 onwards, was made available by the respondent to the bidders including the petitioner. In the said pre-bid conference, the bidders were further informed about the GCV and Ash content of the Grade E coal as 4500-4600 kCal/Kg and 33-34% respectively. Besides, the bidders were also in the knowledge of the representation in the RfQ that the fuel linkage shall be obtained by the procurer upto the signing of the FSA. Lol dated 04.07.2008 was issued by the respondent to SEL, having been declared the successful bidder. Thereafter the SPA was signed between SEL and the respondent effecting transfer of the SPV-TSPL from the respondent to SEL on 01.09.2008. On that day, the LoA (fuel linkage) dated 14.08.2008 was available, in line with the representation to this effect made by the respondent in the RfQ. Thus there was no default on the part of the respondent on this account. On the same day, the PPA was signed between TSPL as seller and respondent as procurer. The Commission notes that it is the contention of the petitioner that the LoA was available to it only after signing of the SPA meaning thereby that it could not foresee that the fuel linkage is only for 1800 MW project capacity as also that MCL could supply Grade F/imported coal in case of shortage/non-availability of supply of Grade E coal as mentioned in the letter of MCL dated 28.04.2008. The Commission also notes that in fact the SPV-TSPL, as a wholly owned company of procurer at that time, in petition no. 29 of 2007 sought the approval of the Commission in respect of

deviations with regard to completion of the certain activities including the time frame for obtaining the coal linkage, which was required to be completed before the publication of the RfQ, to the signing of the SPA with the successful bidder, which was permitted by the Commission in its Order dated 08.11.2007 subject to the condition that the full cost implication of this (including other deviations) was clearly made known to the bidders before the issue of RfP. Accordingly, the Commission notes that the petitioner was in full knowledge of the non-availability of the LoA upto the signing of the SPA as per the information provided by the procurer in the RfQ. The Commission is of the view that after having signed the SPA on 01.09.2008 for acquiring TSPL, there was no compulsion to sign the PPA on the same day without comprehensively checking all the relevant and important documents, especially those having a bearing on the quoted tariff, as also relating to the operation of the plant. It should have been the foremost endeavour and concern of the petitioner to check all the relevant documents before signing the PPA. Furthermore, the petitioner, of its own volition, chose not to raise the issue(s) before the Commission for a period of four years, this petition having being filed on 10.09.2012 whereas the PPA was signed on 01.09.2008. The Commission is of the opinion that having acquired TSPL, in whose name the LoA was issued, with all its rights and obligations, the petitioner cannot now, after four years, put the entire responsibility of arranging the coal on the respondent. The Commission further notes that the respondent had assigned the FSA to the petitioner as early as 23.12.2009 as it was appropriate to do so since the LoA was in the name of TSPL which was required to sign the FSA. Moreover, it was only TSPL who could have completed various milestones enlisted in the LoA as pre-conditions for signing the FSA. The respondent had no role to play in achieving the said milestones. Rightly so, the petitioner in its letter dated 04.10.2010 informed MCL of the completion of various milestones and its readiness for signing the FSA.

With regard to the quantum of the coal allocation, the petitioner has contended that 7.72 mtpa as per the LoA was insufficient to run the plant at the bidden capacity of 1980 MW. The Commission notes that as per the RfQ/RfP, the bids were required to be submitted for any capacity within a range of 1620 MW to

1980 MW (contracted capacity) and that SEL submitted its bid for 1980 MW. The Commission further notes that the contracted capacity as per the PPA is 1841.4 MW. The Commission is of the view that at the time of bidding, the MCL letter dated 28.04.2008 was available which envisaged supply of 7.70 mtpa (7.72 mtpa as per LoA dated 14.08.2008) of coal which the bidders considered while submitting their bids. It would be unfair to presume that the procurer (PSPCL) would provide allocation beyond the said quantum especially when there was no representation on this account by the procurer in the bid documents. Furthermore, the Commission notes that the petitioner in its letter dated 30.07.2010 addressed to Ministry of Power, Govt. of India (MoP) requested for taking up with MoC for enhancement of coal linkage from 1800 to 1980 MW and signing of FSA with it accordingly. The Commission further notes that at the request of the petitioner vide letter dated 02.08.2010, the respondent also requested MoP vide its letter dated 23.08.2010, citing the earlier correspondence on the issue, for enhancement of coal linkage for the project from 7.72 mtpa for 1800 MW to an appropriate quantum for 1980 MW. Thus, the petitioner has been taking action as required for enhancement of the coal linkage duly supported by the respondent.

With regard to the quality/grade/origin of coal, the Commission notes that the PPA provides for use of domestic coal to generate electricity. The PPA further provides that payment of energy charges for a particular month are payable on the basis of the weighted average actual cost to the seller (TSPL) of purchasing, transporting and unloading the coal most recently supplied to and at the project before the beginning of that month expressed in Rs./MT in case of domestic coal. Since the energy charges are payable as a part of the tariff by the procurer to the seller and also since the payment for supply of coal is to be made by the seller to the coal supplier, it can be prudently inferred that after the signing of the SPA/transfer of SPV to the seller and signing of the PPA, further dealings with regard to arrangement of coal are required to be undertaken by the seller. Had the intention of the bidding documents been otherwise, obviously there was no need to include the component of energy charges in the tariff and payment of the same by the procurer to the seller as in that case the cost of coal would have

been paid by the procurer directly to the coal supplier. The Commission is of the opinion that such an arrangement cannot be successfully operated for such a long period of the duration of the PPA which is 25 years. The Commission further notes that the LoA envisages the supply of coal from the mines of MCL and in the event that incremental coal supplies available with MCL are less than the incremental coal demand, such incremental availability shall be distributed on pro-rata basis and the balance quantity of coal shall be met through imported coal available with MCL. With regard to the provision in the LoA for supply of imported coal, the Commission understands that occasionally imported coal available with MCL could also be supplied. It would be fairly prudent to presume that the payment for the said imported coal available with MCL and supplied against the ibid LoA is to be made by the seller/petitioner in Rs./MT meaning thereby that for all intents and purposes, the said supplies will be construed as domestic coal in terms of the PPA. The Commission notes that even though the LoA was available to the petitioner on or about the date of signing of the PPA on 01.09.2008, if not earlier, it did not raise the issue(s) earlier than filing this petition four years later. The said provision in the PPA with regard to the cost of coal payable to the petitioner every month, would also cover the apprehension of the petitioner that Grade F coal, which may also need washing, could be supplied by MCL as per LoA, as against Grade E coal envisaged in the letter dated 28.04.2008. The Commission would like to bring out that the letter of MCL dated 28.04.2008 merely expressed the possibility of supplying coal of the quantum and Grade mentioned therein and by no stretch of imagination could it be construed as LoA. The bidder chose to rely upon the same without raising any objection at the time of bidding as also at the time when the actual LoA was available to it as early as on or about 01.09.2008. In the light of the above and the Commission's Orders dated 27.09.2012 and 18.12.2012 in petitions no. 11 of 2012 and 61 of 2012 respectively, the Commission holds that it is for the petitioner to decide the terms for signing the FSA with MCL in line with LoA and PPA. Also, the Commission holds that supply of imported coal as per LoA was known to the petitioner at least as early as on or about 01.09.2008 i.e. date of signing of the SPA and PPA and accordingly the Commission is not convinced that the petitioner did not account for the same and would have to arrange additional

equipment/facilities suitable for use of imported/blended coal envisaged to be supplied as per the LoA. More so, the petitioner in its additional submissions has submitted that “LoA and PPA are business/commercial contracts which are to be read and interpreted in a manner which effectuates a business meaning for business persons and provides efficacy to the contract.” The harmonious reading of LoA and PPA leaves no doubt that use of Grade F/imported coal was very much known to the petitioner and therefore the demand for additional Capex and extension of time by the petitioner to meet these variables is not justified and hence not accepted.

The Commission notes that at this point of time, MCL is assuring to supply 80% of the ACQ of coal. The petitioner’s apprehensions regarding not being able to operate the plant beyond a certain PLF are not entirely unfounded. A significant investment having been made by the developer in the project, the utility and the State Government have to, besides the developer, take up the matter with the quarters concerned for allocation and supply of adequate quantity/quality/grade of coal for the generating station to run successfully as per PPA.

Conclusively, the Commission holds that LoA and PPA are to be treated as one document/contract and followed/operated in tandem. Thus the Commission directs the petitioner to vigorously pursue the matter with all concerned Government authorities e.g. MCL, Coal India Ltd., Ministry of Coal, Ministry of Power and Central Electricity Authority etc. for maintaining the status quo with regard to quantity/quality/grade/origin for the coal committed as per the LoA as also for additional allocation of coal required for running the plant as per PPA. On its part, PSPCL will fully co-ordinate and co-operate with TSPL to pursue the matter at the highest level, with the State as well as Central Government to fulfill the assurance contained in the LoA. Similarly, PSPCL will also co-ordinate and co-operate with TSPL to pursue the matter for getting additional allocation of coal to run the plant as per PPA.

As regards non-inclusion of Unit-3 in the list of projects commissioning before 31.03.2015 annexed with the Standing Linkage Committee (SLC) minutes

dated 14.12.2012, the petitioner is directed to take up the matter at its own level and for which assistance will be provided by the respondent. The Commission notes that, as per the PPA, the scheduled date of commissioning of third Unit is 30.04.2013 and it is also likely to be commissioned before 31.03.2015. This fact appears to have been missed out by the SLC and be pursued vigorously and the requisite correction got made forthwith.

As regards the prayer for allowing deemed generation benefits and payment of capacity charges and incentives there on to the petitioner in case the project cannot operate at its full capacity due to short fall in the supply of fuel, the same would be as per the terms of the PPA.

The Commission is mandated to strive for maintaining a balance of the equities between the interests of the consumers, the distribution utility and the generators in the State. The Commission, therefore, holds that the remedies to the issues raised in the petition are duly covered under various Articles of the PPA, which is a comprehensive document, including the Force Majeure and Change in Law provisions. The petitioner is free to approach the competent authorities as per PPA having jurisdiction to adjudicate upon issue(s) at the appropriate time, as and when these arise.

Accordingly, the petition is disposed of without assigning any cost on either party.

Sd/-  
**(Gurinderjit Singh)**  
Member

Sd/-  
**(Virinder Singh)**  
Member

Sd/-  
**(Romila Dubey)**  
Chairperson

**Chandigarh**  
**Dated: 24.12.2012**