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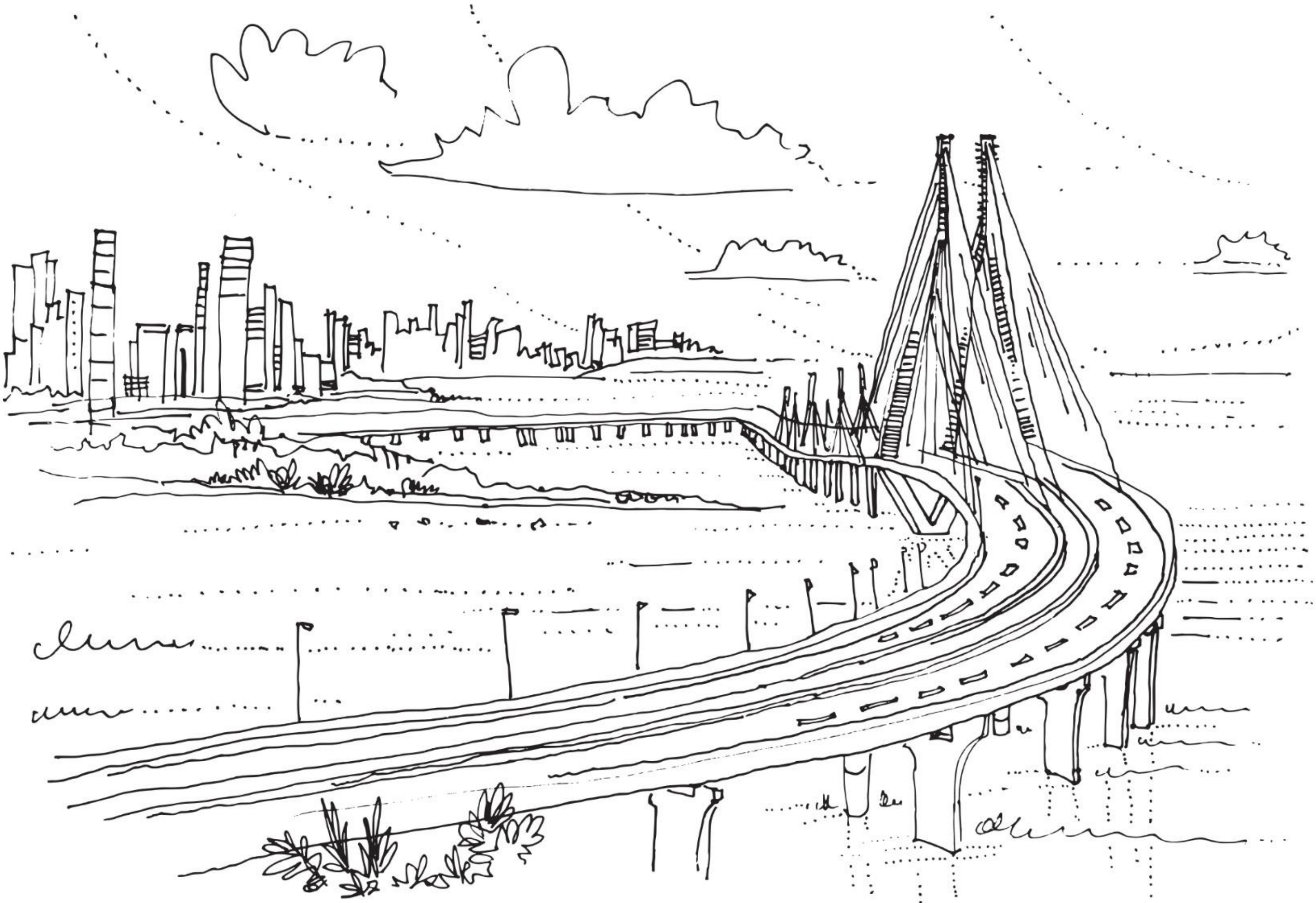

Infrastructure and Energy Digest

Overview of Legal and Regulatory Developments

OCTOBER 2018

ENERGY

GENERAL

Policy Framework to Promote and Incentivize Enhanced Recovery Methods for Oil and Gas

The Government of India notified the "Policy framework to promote and incentivize Enhanced Recovery Methods for Oil and Gas" (vide notification no. 0-22013/1/2017 ONGD-V dated October 10, 2018) to provide fiscal incentives to adopt Enhanced Recovery ("ER"), Improved Recovery ("IR"), and Unconventional Hydrocarbon ("UHC") production methods. The key terms of the policy are as follows:

- Applicability
  - The policy is applicable to all oil and gas fields across all contractual regimes and nomination acreages with National Oil Companies.
  - The policy would be effective for 10 years from the date of notification and the fiscal incentives will be available for a period of 120 months from the date of commencement of commercial production in ER/UHC projects and from the date of achievement of the prescribed benchmark of recovery rate for IR projects.
  - The fiscal incentives for the ER project would be provided during its commercial production on the incremental production and in case of IR project, it would be available on entire production beyond the benchmark. The entire production would be eligible for incentives for UHC projects.
- Screening of the fields for Enhanced Recovery
  - Every field for ER methods which have been in commercial production for more than 3 years as on the date of the notification of the policy must be assessed through mandatory screening, and such ER screening is to be conducted through designated institutions as notified by Government from time to time.
  - If the ER techniques are applicable to the field, then it would be mandatory for the contractor to pursue ER pilot.
- Pilot for Enhanced Recovery
  - The ER pilot report is to be submitted within 3 years from the date of approval of the ER screening report, which may be extendable by six months.
  - The pilot is not mandatory for small size oil fields having less than 25 million barrels of Oil Initial-in-place and gas fields having less than 0.25 TCF of Gas Initial-in-Place.
- Commercial Phase of Enhanced Recovery
  - The contractor should submit an application within 12 months after review of Pilot in order to avail fiscal incentives under the policy. For UHC and IR projects, such application should be submitted within 7 years from the date of the notification.
- Eligibility for availing fiscal incentives
  - In order to qualify for fiscal incentives, the fields should have a minimum of 3 years of commercial production. Fields with UHC production would be eligible from the start of commercial production. Fields going in for IR would be eligible on crossing the benchmark of increasing production beyond current recovery of 60% for oil field and beyond current recovery of 80% for gas fields.
  - Fields for which a Field Development Plan has been approved before the notification of the policy are not eligible for incentives. However, such fields would be eligible for incentives where the enhanced oil recovery ("EOR") processes approved earlier have been completed and the operator proposes to undertake another EOR process to further improve recovery by deploying another category of EOR.

- <u>Incentives for Oil Production</u>

  - 50% is to be waived off on the Oil Industry Development ("OID") cess, on incremental production of crude oil for an ER project. For an IR Project, a waiver of 50% cess is to be available on the entire production, after crossing the prescribed benchmark recovery rate. A waiver of 50% cess would be available on the entire commercial production in case of an unconventional oil production project.
  - In case of fields under Discovered Small Field Policy or Hydrocarbon Exploration and Licensing Policy from the contract area /block/ mining area where OID cess is not applicable, a notional cess waiver will be calculated and equivalent amount will be reduced from Government share of Profit Petroleum in New Exploration Licensing Policy or Government share of revenue.
  - The waiver on OID cess would only be applicable in case where the average crude oil price of India Basket during a calendar month is below a ceiling known as the ER Reference price (as notified by the Government). Where the average crude oil price for a particular month is above the ER Reference price, the incentive will cease to be effective in that month.

- <u>Incentives for Gas Production Projects</u>

  - For an ER Project, the incentive will be equivalent to waiver of 75% of applicable royalty on the incremental production of gas from its designated wells and in case of an IR project, a waiver of 75% royalty will be available on the entire production after crossing the prescribed benchmark recovery rate. Waiver of 75% royalty will be available on the entire commercial production.
  - The contractor will continue to pay the royalty to the State Government at applicable rates, in case of onshore fields where royalty is received by the State Governments.
  - The balance amount of incentive would be allowed to carry forward to subsequent financial year(s) for 120 months' incentive period, only where less or no profit petroleum or revenue share to Government is available.
  - 75% royalty will be allowed in case of nomination field, against OID cess payable on crude oil from any field of the National Oil Companies, preferably from inland crude production.

- <u>Upper Ceiling for Fiscal Incentive</u>

  - The cumulative waiver of cess/ royalty on any ER/IR/UHC project should not exceed the total CAPEX incurred for undertaking the ER/ IR/Unconventional oil and gas production methods (as approved by the Directorate General of Hydrocarbons("DGH")).

- <u>Enhanced Recovery Committee</u>

  - The ER committee is appointed to approve ER pilot and ER/IR/ unconventional hydrocarbon projects for fiscal incentives. It is to be constituted by the Government and comprise of officials from the Ministry of Petroleum and National Gas, DGH, and sector experts. The committee would also be responsible to develop criteria for measuring the incremental production resulting from adoption of ER methods.

ELP Comment: Given the sluggish growth in the domestic oil and gas sector, rising prices of imports and looming threats of sanctions, incentivising domestic production may be seen as a natural step to mitigate these headwinds.

CERC observes GST to be "Change in Law"

The Central Electricity Regulatory Commission ("CERC") issued an order (dated October 9, 2018 ("Order")) in the matter of *inter alia Acme Bhiwadi Solar Power Private Limited vs. Solar Energy Corporation of India*. The petition was filed by several generating companies engaged in the business of setting up of solar power plants.

The petitioners contended that the implementation of Goods and Services Tax ("GST") increased the capital cost of the project. As the increase in capital cost was not contemplated at the time of bidding, the same had to be factored in the tariff, to enable the petitioners to retain the economic value that was considered at the time of bid and also to ensure that the project is both viable and sustainable in the long term. Accordingly, the petitioners sought that the introduction of GST be declared as a 'Change in Law', entitling them to compensation under the power purchase agreement.

Under the power purchase agreements, 'Change in Law' was defined as follows:

"**"Change in Law"** means the occurrence of any of the following events after the effective date resulting into any additional recurring/ non-recurring expenditure by the SPD ("Solar Power Developer") or any income to the SPD:

- the enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any Law, including rules and regulations framed pursuant to such Law;
- change in the interpretation or application of any law by any Indian Governmental Instrumentality having the legal power to interpret or apply such Law, or any Competent Court of Law;
- the imposition of a requirement for obtaining any Consents, Clearances and Permits which was not required earlier;
- a change in the terms and conditions prescribed for obtaining any Consents, Clearances and Permits or the inclusion of any new terms or conditions for obtaining such Consents, Clearances and Permits, except due to any default of the Seller;
- any change in tax or introduction of any tax made applicable for supply of power by the Seller as per the terms of this Agreement.

but shall not include (i) any change in any withholding tax on income or dividends distributed to the shareholders of the SPD, or (ii) any change on account of regulatory measures by the Appropriate Commission."

The key takeaways from the Order are as follows:

- The CERC held that the enactment of 'GST Laws' is covered as 'Change in Law' under the power purchase agreement.
- The CERC ordered that the relief for 'Change in Law' is to be allowed as a separate element on a one-time basis in a time bound manner. The claims of up-front lump-sum payment were directed to be paid within 60 days of the date of the Order, failing which they would attract late payment surcharge as provided under power purchase agreement.
- The CERC also clarified that 'GST Laws' are applicable on all cases except in case of the generating company where the actual date of commissioning is prior to July 1, 2017.
- For the claims made during construction period, the developers must show clear and one to one correlation between the projects, the supply of goods or services and the invoices raised by the supplier of goods and services, supported by the auditor certificate, in order to seek the relief.
- In case of PV modules after the enactment of GST laws, 5% is to be applicable on intra-state procurement as well as import by EPC or SPV.
- The CERC rejected the claim of the petitioners on account of additional tax burden on O&M expenses (if any).

ELP Comment: The tariff for solar projects is fixed for the life of the project on the basis of the capital cost estimated at the time of making the bid. Accordingly, any increase in the capital cost directly affects the economic viability of project. In light of this, the Order is a welcome reprieve for developers who had executed power purchase agreements prior to the enactment of the GST regime.

External Commercial Borrowings Policy – Liberalisation

The Reserve Bank of India laid down the External Commercial Borrowings ("ECB") Policy as amended vide its circular dated October 3, 2018 ("Circular").

Certain key amendments

- Earlier, ECB could be raised under Tracks I and III for working capital purposes if such ECB was raised from direct and indirect equity holders or from a group company provided the loan was for a minimum average maturity of five years. The amended policy has liberalised the earlier provision in order to permit public sector Oil Marketing Companies (OMCs) to raise ECB for working capital purposes with a minimum average maturity period of 3-5 years from all recognised lenders under the automatic route.
- The amended policy has waived off the individual limit of USD 750 million or equivalent and mandatory hedging requirements as per the ECB framework for borrowings under this dispensation. OMCs would however, require a Board approved forex mark to market procedure and prudent risk management policy for such ECBs.
- The overall ceiling for such ECBs is to be USD 10 billion or equivalent, and the said facility is to come into effect from the date of the Circular. All other provisions of the ECB policy are to remain unchanged.

Renegotiation of Power Tariffs

In an application filed by the Government of Gujarat, advocated by Gujarat Urja Vikas Nigam Limited and backed by a consortium of lenders led by the State Bank of India and pertaining to amendment of Power Purchase Agreements in certain coal based power plants in Gujarat (power projects) operated by Adani Power (Mundra) Limited, Tata Power Limited and Essar Power Limited (the companies), the Supreme Court has passed an order on October 29, 2018 allowing the Central Electricity Regulatory Commission (CERC) to amend Power Purchase Agreements for the power projects.

Recommendations of the HPC

The HPC (chaired by the former judge of the Supreme Court, Justice R.K. Agrawal) which had, in alignment with its mandate, been called upon to review, evaluate and analyse the overall legal, regulatory, economic, financial and other factors affecting certain thermal power projects recommended that :

- State Governments formulate a policy for rehabilitation of thermal projects and that the underlying directive by the State Governments be that the discoms should explore all the options of getting cheaper power;
- Amendments that are required to be made to the Power Purchase Agreements, in terms of the policy direction, be specified;
- The parties jointly approach the CERC / Gujarat Electricity Regulatory Commission in light of the policy decision by their respective State Governments, with a common petition seeking approval of the amendments to the Power Purchase Agreements; and
- The decision to implement the rehabilitation package and make consequential amendments to the Power Purchase Agreements would constitute actions taken pursuant to the aforesaid policy directions of the State Governments.

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Case before The Supreme Court

The success of the power projects undertaken by the companies in the present case before the Supreme Court was dependent on the procurement of imported coal from Indonesia for fuel. A change in the Indonesian Regulations 2010 raised the cost of coal imported from Indonesia to the fuel electricity plants of the companies, thereby changing the entire economics of the imported coal-based projects in India and resulting in financial losses for the power projects. However, considering the restrictions in the Power Purchase Agreements on passing on the increase in fuel cost, the power plants continued to operate below their optimal capacity.

In this background, as opposed to the former ruling of the Supreme Court on April 11, 2017[1] wherein it was held that a change in Indonesian legal regime dealing with price of coal cannot be construed either as a Force Majeure event or a Change in Law event under the relevant Power Purchase Agreements and which therefore disallowed increase in compensatory tariff in the case of Adani Power Limited and Coastal Gujarat Power Limited, this recent order dated October 29, 2018 of the bench of the Supreme Court comprising Justices RF Nariman and Navin Sinha has :

- Given the CERC 8 weeks from October 29, 2018 to give its findings on the proposed amendments in the Power Purchase Agreements; and
- Allowed the applicants (the State of Gujarat) to approach the CERC for approval of the proposed amendments to be made to the Power Purchase Agreements in question.

The above ruling is a welcome breather for….

- The companies and their ailing power plants, in particular, since any amendment of the Power Purchase Agreements permitting the companies to pass on the increase in fuel cost equitably to consumers, lenders and other stakeholders would not only considerably reduce the financial burden on the companies, thereby mitigating the roadblocks which the companies have been facing in connection with the power projects but also help balance the interest of the stakeholders, including customers, promoters and lenders and pave the way for resolution of stranded assets in the sector;
- Bankers and, in particular, a consortium of lenders led by the State Bank of India who allegedly (as per news articles in the public domain) argued that unviable tariffs would derail loans worth INR 42,000 crore;
- Developers;
- Consumers; and
- States who would be able to avail necessary power at competitive rates to meet their requirement.

[1] In Civil Appeal Nos. 5399-5400 of 2016

RENEWABLE ENERGY

APERC's Recent Decision

APERC directs Andhra Pradesh Southern Power Distribution Company to pay rebates with 25% late payment surcharge to the Power Generating Companies

Petitions were filed before the Andhra Pradesh Electricity Regulatory Commission ("APERC") by three wind power generating companies namely KCT Renewable Energy Private Limited, Ostro Anantapur Private Limited and KCT Renewable Energy Private Limited (collectively "Power Generating Companies") against Andhra Pradesh Southern Power Distribution Company Limited ("Distribution Company") seeking identical relief in respect of Power Purchase Agreements ("PPAs") entered into between the Power Generating Companies and the Distribution Company for the purpose of selling power to the Distribution Company.

According to the terms of the PPAs, rebate at 2% or 1% respectively would be allowed to the Distribution Company either for payment through Letters of Credit or for payments otherwise within 1 month of presentation of bills. If any payments are made beyond the due dates, the Distribution Company would be liable for interest at the existing SBI base rates plus 1% or any reduced rates thereof. However, the Distribution Company unilaterally claimed and availed rebate at 2% or 1% respectively of the bills without settling the bills before the due dates and also failed to open a Letter of Credit as required under the PPA. The Distribution Company contended that they were unable to pay the bill amounts due to its poor financial position and expressed readiness to pay the rebate amount, only if the Power Generating Companies do not claim interest of regulatory measures by the Appropriate Commission."

APERC vide its common order dated October 6, 2018 passed the following orders and directions:

- The Distribution Company is required to pay to the Power Generating Company the amounts deducted towards rebate under the PPAs along with 25% of the late payment surcharge within 30 days and the Power Generating Companies are to grant a waiver of the remaining 75% of the late payment surcharge.
- The Distribution Company is required to open the Letters of Credit within 6 months as per the terms of the PPA and in the event of failure or default in doing so, the Distribution Company is to approach the APERC on merits for appropriate orders on refund of the amount.
- The Power Generating Companies are entitled to file interlocutory applications before the APERC in case of any balance amounts still payable after giving credit to payments already made by the Distribution Company, if the parties could not reach an understanding regarding the same within 30 days from the date of the order.

ELP Comment: This decision of the APERC highlights the fact that although the Distribution Company had not complied with the terms of the PPA, the Power Generating Companies were not able to enforce the PPA in accordance with its terms. Though the APERC ordered the Distribution Company to make some payments to the Power Generating Companies, it gave some relief to the Distribution Company by allowing it time to submit the Letters of Credit and exempting the payment of the entire surcharge. Generating companies may therefore be wary of entering into PPAs with distribution companies given that the terms of the PPA may not be sacrosanct. This also highlights the fact that the APERC acts as a regulator more than a judicial authority and takes a more holistic view than mere enforcement of contract law.

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Bombay High Court's recent decision affecting wind developers

Bombay High Court directs the Power Regulator to grant an opportunity to be heard to the wind developers before reclassification of wind zones

Maharashtra State Electricity Distribution Company Limited ("MSEDCL") filed a Petition (being case no. 41 of 2017) seeking revision in the wind zone classification assigned by Maharashtra Energy Development Agency ("MEDA") to wind energy projects with consistently higher actual generation in the last 3 years with the Maharashtra Electricity Regulatory Commission ("MERC").

Wind zones are classified into 4 Zones viz. Zone 1, Zone 2, Zone 3 and Zone 4 on the basis of the wind speed. The Renewable Energy Tariff Regulations, 2015 sets out Capacity Utilization Factor ("CUF") norms for wind energy projects for the purpose of tariff determination. Accordingly, the CUF for projects in Zone 1 is 22%, in Zone 2 is 25%, in Zone 3 30% and in Zone 4 is 32% whereas the feed-in tariff for power from projects in each zone is set in inverse proportion to the wind speed. MSEDCL observed that 42 out of 328 Wind Generators got higher generation with the CUF being consistently more than 20%. It therefore concluded that the developers were drawing undue profit from the relatively higher tariff set for Zone 1 projects. However, the MERC by its Order (dated April 3, 2018) found no merit in MSEDCL's contentions and accordingly disposed off the petition.

Subsequently, MSEDCL filed a petition (being Case No. 152 of 2018) for review of Order (dated April 3, 2018). The MERC by its order (dated July 9, 2018) allowed the review petition and directed MEDA to review the Wind Zone classification of wind generators on the actual generation data submitted by MSEDCL. Further if it is found that the generation is more than the allotted Wind Zones and CUF, then MEDA will make a recommendation about change in wind zone classification after taking into consideration, the wind power density and the technology employed by the generator.

A petition was filed by Hero Wind Energy before the Bombay High Court challenging the order (dated April 3, 2018) of the MERC. According to the developers, Wind Projects are able to generate energy at higher CUF due to technological advancement, larger rotor diameter, higher hub height etc. The Bombay High Court directed the MSEDCL to submit its proposal for reclassification of wind zones and that the developers be given an opportunity to be heard before any decision is taken as regards such reclassification of wind zones.

ELP Comment: This is an interesting issue from the perspective of the impact on technological advancements and the benefits that may be reaped by power generators by reason thereof. Although this case specifically deals with wind power, such an issue may arise due to advancements in any other power generation methods and the formulae for tariff determination. If power generation companies are not permitted to charge tariff at agreed rates due to increased profit margins because of more efficient generation, existing power arrangements may need to be relooked at. This should also be seen in the background of whether power generating companies can seek further tariff if they suffer excessive losses by reasons beyond their control (a well-known and hotly debated controversy at this point).

MERC's Order regarding MSEDCL

MERC directed MSEDCL to pay outstanding dues based on a petition filed by Windmill Owners Welfare Association of India

Various Wind Energy Purchase Agreements ("WEPAs") were entered into between the members of Windmill Owners Welfare Association of India ("WOWAI") and the Maharashtra State Electricity Distribution Company Limited ("MSEDCL") for sale of wind energy by WOWAI.

WOWAI had filed a petition dated (November 25, 2016- being Case No. 157 of 2016) before the Maharashtra Electricity Regulatory Commission ("MERC") regarding outstanding payments due from MSEDCL and interest on delayed payments under the said WEPAs.

Pursuant to the Order (dated May 16, 2017) pronounced by the MERC (in Case No. 157 of 2016), MSEDCL was directed to pay amounts towards outstanding invoices expeditiously and delayed payment surcharge (i.e. DPC) within 30 days of that order. Post the above mentioned order of the MERC, MSEDCL paid some outstanding principal amounts. However, it failed to pay a large balance amount and DPC.

Resultantly, WOWAI filed petition (Case No. 187 of 2017) before the MERC for non-compliance by MSEDCL of the order (dated May 16, 2017). WOWAI sought inter alia a prayer for initiation of proceedings against MSEDCL and its officers under Sections 142 and 146 of the Electricity Act, 2003 for wilful disobedience and for securing compliance of the orders passed by MERC. However, the MERC declined the prayer to initiate proceedings since non-compliance of order and non-payment of outstanding dues by MSEDCL was without mala fide intention.

The MERC noted the plan chalked out by MSEDCL for clearing the outstanding dues in a sequence among the wind energy generators till March 2019. According to MSEDCL, out of total outstanding amount of wind generators of INR 2235.03 crores, it has paid INR 300 crores by the end of August 2018. Further, outstanding amount to the tune of INR 1591.96 Crore corresponding to generation up to September 2017 has been planned for payment up to the end of December 2018. Regarding the dues relating to generation up to March 2018 amounting to INR 577.65 Crore, would be released by end of March 2019.

The MERC by its Order (dated October 16, 2018) passed the following directions:

- MSEDCL was to release the admitted payments to WOWAI on account of the principal amount and towards interest on the principal amount (i.e. DPC) as per the plan submitted to the Commission.
- The Reconciliation would be completed within 2 weeks from the date of this Order and a reconciled report of outstanding dues shall be submitted to MERC within 2 days thereafter.
- MSEDCL is required to submit its Compliance Report to MERC.
- In case MSEDCL deviates from its commitment as per the plan, penal interest will accrue beyond the date committed in the plan at 1.25% per month on DPC.

ELP Comment: Here again, relief was afforded to a distribution company in light of financial difficulties ailing it.

Penalties for Delay in Commissioning of the Project

MNRE's Office Memorandum

The Ministry of New and Renewable Energy ("MNRE") partially amended an earlier office memorandum issued in July, 2018 vide another memorandum dated October 10, 2018. The MNRE clarified that any delay in the scheduled commissioning date of solar projects due to non-readiness of internal execution or transmission system, solely attributable to a solar park development agency ("SPDA") or solar park implementing agency ("SPIA") would result in a penalty of INR 1,000 per megawatt per day of delay to be paid by the SPDA or the SPIA as applicable.

The aforementioned penalty may be recovered in two ways:

- On the recommendation of the National Thermal Power Corporation Limited ("NTPC"), the Government may recover the amount from the SPDD/SPIA from the Central Financial Assistance due to them for the solar park.
- In case the Central Financial Assistance is unavailable, then the NTPC is required to recover the amount from the solar power developer ("SPD"), who is to collect it from the SPPD or SPIA. The SPD may recover such amount either from the lease rent payments or the O&M payments payable to the SPPD or SPIA. The NTPC is to remit the amount recovered to the MNRE.

The NTPC may issue orders for extension of time, and then take action on recovery of penalty, either by sending a report to the MNRE for recovery from CFA or the SPD.

This office memorandum needs to be seen in the context of the disparate orders issued by different regulatory commissions.

Orders of State Electricity Regulatory Commissions

State Electricity Regulatory Commissions ("SERCs") have taken varied views in respect of project delays. We have discussed some of the recent orders below:

Telangana

In four cases brought before the Telangana State Electricity Regulatory Commission ("TSERC"), it accepted the reasons given by the project developers for the delay in the scheduled commissioning dates. One such case is dealt with below:

- In *Mytrah Abhinav Power Private Limited vs. Southern Power Distribution Company of Telangana Limited,* the petitioners sought an extension of the scheduled commissioning date.

  The petitioner pleaded delay due to re-organisation of districts, the confusion in the offices of the revenue authorities, difficulty in cash flow, bank transactions, and difficulties in procuring labour to carry out project work. The petitioner further pleaded that land acquisition affected by demonetisation, districts re-organisation, introduction of GST and difficulty with module suppliers contributed to delay in setting up the project.

Vide its order dated October 20, 2018, the TSERC held that the petitioner had no control or domain over the incidents causing delay in completing the project and therefore the delay cannot be totally attributable to the petitioner. Accordingly, the TSERC condoned the delay of 371 days in achieving the scheduled commissioning date.[2]

Karnataka

- *Marakka Solar Power Project LLP*

The Karnataka Electricity Regulatory Commission ("KERC") passed an order dated September 27, 2018 in the case of Marakka Solar Power Project LLP vs. Mangalore Electricity Supply Company Limited. The petitioner sought extension of time for commercial operation of the solar power project on account of a force majeure event. After examining the case on the basis of the facts before it, the KERC held that the force majeure clause in the power purchase agreement ("PPA") has to be strictly interpreted. The KERC noted that no notice of the occurrence of the force majeure event was issued by the petitioners to the respondent. Furthermore, it was held that none of the reasons or events, cited by the petitioners for the delay in commissioning of its project, fell under the force majeure events, mentioned in the PPA. Accordingly, it was held that the petitioners were not entitled to extension of time, as provided in the clauses of the PPA and were liable for payment of the Liquidated Damages.

- *ES Sun Power Private Limited*

In another order passed on October 23, 2018 in the matter of inter alia ES Sun Power Private Limited vs. Bangalore Electricity Supply Company Limited, the KERC held that a delay of one day in commissioning a solar power project was a delay nonetheless.

The KERC further held that the solar power projects were entitled to a reduced tariff and liable to pay liquidated damages for the delay in commissioning .The KERC ruled that the injection of power into the grid from a solar power project is essential, in order to declare that such project is commissioned.

ELP Comment: The TSERC rulings are in stark contrast to those given by the KERC, as is evident from the above. The KERC has issued orders strictly in accordance with PPAs while the TSERC has weighed factual circumstances and provided relief even where the PPAs did not expressly consider such circumstances. The memorandum issued by the MNRE would bring some amount of consistency in the reliefs provided in case of solar projects and also pressure state agencies to fulfil their end of their bargains.

[2] Similarly, vide an order dated October 22, 2018 in M/s. Mytrah Abhinav Power Private Limited vs. Southern Power Distribution Company of Telangana Limited, the TSERC condoned the delay of 35 days in achieving the scheduled commissioning date. In M/s Padmajiwadi Solar Private Limited vs. Northern Power Distribution Company of Telangana Limited, the TSERC passed an order on October 23, 2018 condoning a delay of 176 days in achieving the scheduled commissioning date. In M/s Thukkapur Solar Private Limited vs. The Southern Power Distribution Company of Telangana Limited, the TSERC passed an order on October 23, 2018 condoning a delay of 241 days in achieving the scheduled commissioning date.