



## **Delhi Electricity Regulatory Commission**

**Viniyamak Bhawan, 'C' Block, Shivalik, Malviya Nagar, New Delhi – 17.**

No. F.11(1666)/DERC/2018-19/6291

### **Petition No. 18/2019**

**In the matter of :**      **Petition u/S 86(1)(f) regarding payment of outstanding dues by Respondent No. 1 (NDMC), arising out of various Power Purchase Agreements entered between the parties with respect to supply of electricity procured from the Respondent No. 2 (Timarpur Okhla).**

**Kreate Energy (I) Pvt. Ltd.**

**....Petitioner**

**Vs.**

**New Delhi Municipal Council & Anr.**

**....Respondent**

**AND**

### **Petition No. 49/2018**

**In the matter of :**      **Petition on behalf of Timarpur Okhla Waste Management Company Ltd. (TOWMCL) under Section 86 (1)(f) of the Electricity Act, 2003.**

**Timarpur Okhla Waste Management Company Ltd. (TOWMCL)**

**....Petitioner**

**Vs.**

**Kreate Energy (I) Pvt. Ltd.**

**....Respondent**

**Coram: Hon'ble Mr. Justice S S Chauhan, Chairperson**

#### **Appearance:**

1. Mr. Adarsh Tripathi, Adv., Kreate Energy (I) Pvt. Ltd.
2. Mr. Pawan Upadhyay, Adv., TOWMCL
3. Mr. Tushar Sannu, Adv., NDMC

#### **INTERIM ORDER**

(Date of Hearing: 23.10.2019)

(Date of Order: 25.10.2019)

1. The counsel for the Petitioner M/s Kreate Energy states that against the allegation of NDMC that no hard copies of the bills/invoices were provided to NDMC for payment of Bills, M/s Kreate Energy has proof that hard copies of the bills were submitted to NDMC and the copies of the same have again been provided to NDMC. He further states that as per terms of PPA, NDMC was obliged not to deduct rebate and to pay Late Payment Surcharge (LPSC) of delayed payment, whereas on the contrary even on late payments rebate was deducted and no surcharge was paid by NDMC.
2. The counsel for NDMC submits that entire principal amount against the bills raised by M/s Kreate Energy has been paid, and it is default on the part of M/s Kreate Energy to pay due amount to the generator M/s TOWMCL. He further states that as M/s Kreate Energy has submitted copies of the hard copies of the Bills, NDMC is ready for reconciliation of the accounts.

3. It is not in dispute that Principal amount has been paid by the NDMC to M/s Kreate Energy as the consequence of energy supplied through it. M/s Kreate Energy in turns was required to make payment to the generator viz TOWMCL. Since, the Principal amount has been received by M/s Kreate Energy and the same has not been paid though as required under the agreement to the TOWMCL, it is directed that the Rs.49,00,000/- (Rupees Forty-Nine Lacs Only) be paid to the TOWMCL by M/s Kreate Energy within a period of 15 days. This direction is subject to the outcome of the present petition.
4. List the matter on 14.11.2019.

**Sd/-**  
**(Justice S S Chauhan)**  
**Chairperson**