

IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NO. 8736 OF 2013

TUPPADAHALI ENERGY INDIA PVT LTD

Appellant(s)

VERSUS

KARNATAKA ELEC. REG. COMM. & ANR

Respondent(s)

WITH

CIVIL APPEAL NOS. 10290-10291 OF 2014

J U D G M E N T

KURIAN, J.

1. On the interpretation of Clause 6.5 of the Power Purchase Agreement, both the Karnataka Electricity Regulatory Commission (KERC) and the Appellate Tribunal for Electricity (APTEL) have taken a view that it is actually an incentive for the prompt payment of the monthly tariff invoice. Though Sh.S.Ganesh, learned senior counsel, persuasively submitted that it is only a one-time expenditure contemplated under the Power Purchase Agreement, we too are unable to accept the contention.

2. No doubt, there is a provision under Clause 6.2 for interest on belated payment, but Clause 6.5(v) is actually a rebate for prompt payment of the monthly invoice. The view thus taken by the KERK and the

APTEL, being a plausible view, we do not find any substantial question of law so as to warrant us to exercise our powers under Section 125 of the Electricity Act, 2003.

3. The appeals are, accordingly, dismissed.

No costs.

.....J.
[KURIAN JOSEPH]

.....J.
[A. M. KHANWILKAR]

New Delhi;
January 10, 2017.



JUDGMENT