

HIGH COURT OF ANDHRA PRADESH**MAIN CASE No:W.P.No.18071 of 2021****PROCEEDING SHEET**

Sl. No.	DATE	ORDER	OFFICE NOTE.
01	25.08.2021	<p><u>AVSS, J</u></p> <p>According to the petitioner, it is a company incorporated under the Companies Act, 2013 and is engaged in the business of generation of wind energy at Burgula, Kurnool District. It is submitted that APSPDCL-first respondent herein applied for approval of PPA, dated 12.02.2014, and the APERC-second respondent herein accorded consent under Section 21 (4) (b) of the A.P.Electricity Reform Act, 1998 r/w Section 86 of the Electricity Act, 2003 <i>vide</i> letter bearing No.E-897/Dir-Engg/JD(PPP)/D.No.975/2013-01, dated 03.12.2013, subject to the PPA being revised in consistent with the observations made thereunder.</p> <p>According to the learned counsel for the petitioner, Clauses ii & xiv are only the cosmetic changes suggested by the APERC. By way of a letter bearing No.CGM/Comm1 & RA)/SE(IPC)/F.Mylrah/D.No.6192/13, dated 21.02.2014, first respondent herein submitted the Final Power Purchase Agreement. The penultimate and the last paragraphs of the said letter read as under:</p> <p style="text-align: center;"><i>“Accordingly, Final Power Purchase Agreement was entered with</i></p>	

		<p><i>M/s Mylrah Vayu (Krishna) Private Limited on 12.02.2014 duly modifying the existing PPA as per the certain observations of Hon'ble APERC vide reference third cited and is submitted herewith for record. The copy of the PPA and modifications carried out to the existing PPA is enclosed as Annexure 'A'.</i></p> <p><i>Further certain observations of APERC are noted by future guidance for incorporating in the upcoming PPA and certain observations of APERC for which changes are not required as per the opinion of APCPDCL like clarifications etc., are herewith enclosed as Annexure 'B' & 'C' respectively".</i></p> <p><i>Thereafter, vide letter bearing No.E-897/Dir-Engg/JD(PPP)/D.No.623/2014-02, dated 11.06.2014, the APERC informed the first respondent in the following manner:</i></p> <p><i>"Subsequently the matter was discussed by the Commission in a meeting scheduled on 03.05.2014 with APCPDCL and APPCC officials. The following are the decisions of the Commission:</i></p> <ol style="list-style-type: none"> <i>i) The time of 45 days given by the Commission vide letter, dated 03.12.2013 at reference 2nd cited for submitting the revised PPA, stands extended upto 12.02.2014 pursuant to the request of APCPDCL vide letter 3rd cited.</i> <i>ii) All other commitments/assurances given in the letter dated 21.02.2014, other than the issues explicitly dealt with herein, need to be adhered to by the DISCOMs.</i> 	
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		<p>respondent herein requested the second respondent to accord permission for executing the amendments for the PPA, dated 12.02.2014, while requesting the APERC to condone the delay in incorporating the amendments.</p> <p>Now, by way of the impugned Memo bearing No.APSPDCL/TPT/CGM/O&M/GM/IPC/EE/FMemo/D.No.758/21, dated 21.08.2021, the Chief General Manager of the first respondent requested the Superintending Engineer/Operation, Kurnool to arrange to disconnect the generator at the interconnection point and to report compliance, while referring to a communication said to have been received from the second respondent-APERC to the effect that the approval of PPA granted in favour of the petitioner herein stood withdrawn.</p> <p>According to the learned counsel for the petitioner, the said action on the part of the respondent herein is a patent transgression of the Fundamental Rights guaranteed to the petitioner herein under Articles 14 and 19 (1) (g) of the Constitution of India and also a patent violation of the principles of natural justice. In elaboration, it is further contended by Sri Avinash Desai, learned counsel, that, without being preceded by notice and opportunity of hearing to the petitioner herein, the impugned action came to be resorted. It is</p>	
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