



L&T Metro Rail
Hyderabad



LTMRHL/GEN/ALS/LETTER/8361

January 27, 2022

To,

1. The Chief General Manager (RAC),
Southern Power Company of Telangana Limited
6-1-50, Corporate Office, Mint Compound,
Hyderabad- 500 063.

2. The Secretary,
Telangana State Electricity Regulatory Commission
5th Floor, 11-4-660, Singareni Bhavan
Red Hills, Hyderabad - 500 004



Sub: Objections to Filing of Annual Revenue Requirement (ARR) for Retail Supply Business for FY 2022-23 & Filing of Retail Supply Tariff and Cross Subsidy Surcharge Proposals for FY 2022-23 by Southern Power Company of Telangana Limited in OP No. 58 of 2021

Dear Sir,

With reference to the above-mentioned subject, kindly find enclosed copy of the objections filed on behalf of L&T Metro Rail (Hyderabad) Limited.

We request you to grant us a personal hearing.

Kindly acknowledge the receipt.

Yours faithfully,

for L&T Metro Rail (Hyderabad) Limited

Chandrachud D. Paliwal
Head Legal and Company Secretary

- Encl:** 1. Objections filed on behalf of L&T Metro Rail (Hyderabad) Limited
2. Supporting Documents along with the Objections

BEFORE THE HON'BLE TELANGANA STATE ELECTRICITY
REGULATORY COMMISSION, HYDERABAD

O.P.NO. 58 OF 2021

In the matter of:

Determination of the Aggregate Revenue Requirement (ARR) for
Retail Supply Business for the year FY 2022-23 under Section 62 of
the Electricity Act, 2003,

In the matter of:

SOUTHERN POWER DISTRIBUTION COMPANY OF TELANGANA
LIMITED

.....Applicant

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Sl.No	Date of Document	Description of Document	Remarks	Page Nos
1	27.01.2022	Copy of Objections	Original	1-44
2	04.09.2010	Copy of Concession Agreement with relevant extracts relating to the Objectitioner. Annexure No. 1	Photocopy	45-62
3		Copy of Detailed Project Report with relevant extracts relating to the Objectitioner. Annexure No. 2	Photocopy	63-64
4	27.04.2016	Copy of Letter addressed by Principal Secretary, Energy Department. Annexure No. 3	Photocopy	65
5	23.06.2016	Copy of Tariff Order for FY 2016-17 with relevant extracts relating to the Objectitioner. Annexure No. 4	Photocopy	66-70



6	26.08.2017	Copy of Tariff Order for FY 2017-18 with relevant extracts relating to the Objectitioner. Annexure No. 5	Photocopy	71-74
7	16.03.2016	Copy of Letter addressed by Principal Secretary, Energy Department. Annexure No. 6	Photocopy	75
8	06.02.2017	Copy of Letter addressed by Special Chief Secretary, Energy Department. Annexure No. 7	Photocopy	76-78
9.	06.02.2017	Copy of Letter addressed by Special Chief Secretary, Energy Department. Annexure No. 8	Photocopy	79-80
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For L&T METRO RAIL (HYDERABAD) LIMITED

DATE:
PLACE: HYDERABAD


Head Legal & Company Secretary
PETITIONER/OBJECTIONER
[L&T METRO RAIL (HYDERABAD) LIMITED]

By Hand/RPAD

Date: 27th January 2022

To,
Chief General Manager (RAC),
TSSPDCL, Corporate Office
'A' Block First floor,
Mint Compound,
Hyderabad - 500 063

OBJECTIONS TO THE TARIFF PROPOSALS OF TSSPDCL FOR THE FY 2022-23

FILED BY L&T METRO RAIL (HYDERABAD) LIMITED IN OP NO. 58 OF 2021 PENDING BEFORE TSERC

<u>Name & full address of the Objector along with email id and contact number</u>	<u>Brief details of Objections(s)/ Suggestions (s)</u>	<u>Objections against tariff Proposals of TSSPDCL</u>	<u>Whether Copy of objections and proof of delivery at Licensee's office enclosed (Yes/No)</u>	<u>Whether Objector wants to be heard in person (Yes/No)</u>
L&T Metro Rail (Hyderabad) Limited Office Address at: L&T Metro Rail (Hyderabad) Limited,	a. In respect of the Retail Supply Tariff,	A. <u>Objections to increase of Tariff</u> (i) <u>Inherent discrepancies in calculation of the tariff on 'cost to serve' basis</u>		Yes



<p>Hyderabad Metro Rail Administrative Building, Hyderabad Metro Rail Depot, Uppal Main Road, Uppal, Hyderabad - 500039</p> <p>Email ID: chandrachud.paliwal@ltmetro.com</p> <p>Contact No.: 9223902102</p>	<p>the same may be In line with CoS calculation for HT V(B) of Rs. 5.09/kWh, and the proposed tariff for HT V (B) should be reduced to Rs. 3.75/ kVAh (energy charges) and maintained at Rs. 390 /kVA/month (demand charges);</p>	<p>1. It is submitted that, the aforesaid proposal categorizing the Objectitioner and levying the Cross Subsidy Charges or Additional Surcharge, Grid Support Charges which runs contrary to the Clause 6.4 of the Concession Agreement and Clause 8.9 of Detailed Project Report. It is further submitted that, the Aggregate Revenue Requirement (ARR) FY 2022-23 calculated CoS for HT V (B) as Rs.5.09 at Clause 6.3.2 also runs contrary to the Retail Supply Order for Fy 2016-17 and 2017-18 and the directives issued by the Government of Telangana in Letter dated 27.04.2016 which clearly states that tariff for Hyderabad Metro HT V (B) HMR should be on Cost to Serve basis and if Open Access is availed by the Petitioner it shall be treated as captive power without levying Cross Subsidy Surcharge and/or Additional Surcharge.</p>		
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	<p>b. Direct TSSPDCL to allow Open Access to Petitioner treating it as captive power without levying Cross Subsidy Surcharge and/or Additional Surcharge in line with Clause 6.4 of Concession</p>	<p>2. It is pertinent to point out the Commission's view on Retail Supply Tariff Order for Fy 2016-17 and 2017-18 in relation to the Hyderabad Metro Rail (in short referred to as "HMR"):</p> <p>a) the excerpts from "Commission's view" Retail Supply Tariff Order for FY 2016-17 dated 23rd June 2016:</p> <p><i>"Hence, the Commission opines that HMR is eligible to be classified under a separate category as has been done in Delhi. The commercial operation of the HMR is anticipated to be commenced during the year FY2016-17 covering only a limited area of operations and at present its load constitutes construction and commercial loads. The Commission observes that the category cost of service cannot be ascertained at this stage and hence a sub-category can be created with lower tariff than that of the Indian Railways to accommodate the unique requirement of</i></p>		
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	<p>Agreement and Government of Telangana directive;</p> <p>c. Reject the proposed grid support charges made by TSSPDCL for captive generation of HMR Project;</p>	<p><i>this category prior to major commercial operations. Meanwhile the Commission directs TSSPDCL to study the consumption pattern for the portion of the commercial operation to commence during the year FY 2016-17 and propose the Category CoS for the subsequent year.</i></p> <p>b) the excerpts from Retail Supply Tariff Order for FY 2017-18 dated 26th August 2017:</p> <p><i>“Commission’s Ruling</i></p> <p><i>6.8.2 The Commission has introduced two-part tariff for HT V(B) category.</i></p> <p><i>6.8.3 The Commission has examined the proposal for fixing the energy charges to HMR Traction at Average Cost of Service (CoS) and presents its reasoning as below:</i></p> <ul style="list-style-type: none"> <i>• HMR is a public utility that will be engaged in the activities of providing mass rapid transit system for Hyderabad and benefits would be bestowed upon a section of travelling</i> 		
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		<p><i>public. The integral part of its core operations are identified as follows:</i></p> <p><i>a. Traction load.</i></p> <p><i>b. Access pathways to station such as elevators, staircases (including escalators) and platforms used for the purposes of boarding the train.</i></p> <p><i>c. Enabling areas such as ticket counters, stations office, operation/control rooms, depots and public washrooms located within the station premises (excluding areas allotted for vehicle parking)."</i></p> <p>and</p> <p>"9.5 COST OF SERVICE OF HT V(B) HMR</p> <p><i>9.5.1 The Commission directs TSSPDCL to study the consumption pattern for the portion of energy likely to be consumed for the commercial operation (after commencement) of HMR Railway Traction out of the total energy to be consumed during FY 2017-18 and propose</i></p>		
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		<p><i>the Cost of Service for the subsequent year so as to examine the same."</i></p> <p>c) the following letters from Government of Telangana to The Chairman and Managing Director, TSSPDCL, Hyderabad:</p> <p>i. Letter No. 1545/Budget/2015-1 dated 16-03-2016 (enclosed):</p> <p><u>"From The Principal Secretary to Government (FAC), Energy Department, Telangana Secretariat to The Chairman & Managing Director, TSSPDCL: After careful consideration of the matter, Government hereby accords permission for creation of separate category for Hyderabad Metro Rail System (excluding Real Estate Development portion) and fixation of the tariff as per the Clause 6.4 of the Concession Agreement. Accordingly, the Chairman and Managing</u></p>		
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		<p><u>Director, TSSPDCL is hereby directed to file ARR with TSERC "on cost basis" immediately and take necessary further action in the matter."</u></p> <p>ii. Letter No.7545/Budget/2016 dated 27-04-2016 (enclosed)</p> <p>iii. Letter No. 149/Budget/2017-1 dated 06-02-2017 (enclosed)</p> <p>iv. Letter No. 158/Budget/2017-1 dated 06-02-2017 (enclosed)</p> <p>3. All above points, i.e.,</p> <p><u>17 a) Retail Supply Tariff Order for FY 2016-17 dated 23rd June 2016,</u></p> <p><u>17 b) Retail Supply Tariff Order for FY 2017-18 dated 26th August 2017, and</u></p> <p><u>17 c) Government of Telangana directives to TSSPDCL & TSERC</u></p> <p>clearly state that tariff for Hyderabad Metro HT V (B) HMR should be on Cost to Serve basis and if</p>		
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		<p>Open Access is availed by the Petitioner it shall be treated as captive power without levying Cross Subsidy Surcharge and/or Additional Surcharge.</p> <p>4. It is pertinent to submit here that:</p> <p>a. existing tariff of HT V(B) HMR of Rs. 3.95/ kVAh (energy charges) and Rs. 390/kVA/month (demand charges) actually at existing load factor for the period April 2021 to Dec 2021 works out to be Rs. 5.28/ unit (energy+demand+customer charges).</p> <p>b. The proposed tariff for HT V (B) HMR for FY 2022-23 of Rs. 4.95/ kVAh (energy charges) and Rs. 475/kVA/month (demand charges) shall work out to be Rs. 6.57/ unit (energy+demand+customer charges) at existing load factor.</p>		
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		<p>c. Hence, in line with CoS calculation for HT V(B) of Rs. 5.09/ kWh as per clause 2 above, proposed tariff for HT V (B) should be reduced to Rs. 3.75/ kVAh (energy charges) and maintained at Rs. 390 /kVA/month (demand charges).</p> <p>d. Also, direct TSSPDCL to allow Open Access to Petitioner treating it as captive power without levying Cross Subsidy Surcharge and/or Additional Surcharge in line with Clause 6.4 of Concession Agreement and Government of Telangana directives.</p> <p>5. The Objectitioner submits that, the proposals made by TSSPDCL, in particular about cost of service, the same contains many discrepancies on the part of TSSPDCL, thereby the value of cost of service is getting escalated.</p>		
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		<p>a. Discrepancies of TSSPDCL brought out in Ministry of Power's (GoI) July 2021 publication- Ranking & Ninth Annual Integrated Rating: State Distribution Utilities:</p> <ul style="list-style-type: none"> i. High power purchase cost than the benchmark ii. High collection and payable days at 142 days and 291 days respectively in FY 2020 <p>b. Discrepancies/ in components of Power Purchase Cost by TSSPDCL:</p> <ul style="list-style-type: none"> i. High cost of power from TSGENCO at Rs. 4.88/ unit ii. D-D Sale of excess power at Rs. 3.42/ unit which was actually procured at cost of Rs. 4.77/ unit 		
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		<p>iii. Burden of Rs. 984 cr. on consumers for interest on pension bonds resulting in Re. 0.18/ unit</p> <p>From the above, It is clear that, the effect of aforesaid discrepancies are inherently built-in the proposed CoS calculation of Rs. 5.09/ unit for HT V (B) HMR and thus, the same is highly objectionable and ought not to be accepted by the Hon'ble Commission.</p> <p>(ii) Violations of Concession Agreement and Financial and Economic unviability of the HMR Project and Concession granted to the Petitioner</p> <p>6. It is also pertinent to submit the relevant terms of the concession agreement based on which the Hyderabad Metro Rail Project was developed is extracted hereunder:</p>		
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		<p>a. Clause 6.4 of the Concession Agreement that the erstwhile united Government of Andhra Pradesh (now Government of Telangana State) had entered into with the concessionaire, L&T Metro Rail (Hyderabad) Limited:</p> <p><i>“6.4 Obligations relating to supply of electricity The Government shall procure that the Rail System gets priority in the supply of electricity from the grid and the tariff thereof shall be determined on commercial principles such that the Rail System is not required to subsidise any or all other segments of electricity consumers. The Government shall further procure that in the event the Concessionaire receives a supply of electricity from any source other than the area distribution company, it shall be deemed to be a supply from a captive power station under and in accordance</i></p>		
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		<p><i>with the provisions of Sections 9 and 42 of the Electricity Act, 2003. For the avoidance of doubt, this Clause 6.4 is not applicable to Real Estate Development."</i></p> <p>b. Clause 8.9 of the Detailed Project Report of Hyderabad Metro Rail Project, prepared by Delhi Metro Rail Corporation and accepted by erstwhile united Government of Andhra Pradesh:</p> <p><i>"The cost of electricity is a significant part of Operation and Maintenance (O&M) charges of the Metro System, which constitutes about 25-35% of total annual working cost. Therefore, it is the key element for the financial viability of the Project. The annual energy consumption is assessed to be about 80 million units in initial years (2008) which will double by horizon year 2021.</i></p> <p><i>In addition to ensuring optimum energy consumption, it is also necessary that the</i></p>		
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		<p><i>electric power be kept at a minimum in order to contain the O&M costs. Therefore, the power tariff for Hyderabad Metro should be effective rate of purchase price (at 132 & 33 KV voltage level) plus nominal administrative charges i.e. on a no profit no loss basis. This is expected to be in the range of Rs.2.50-3.00 per unit. It is proposed that Government of Andhra Pradesh takes necessary steps to fix power tariff for Hyderabad Metro at "No Profit No Loss" basis. Similar approach has been adopted for Delhi Metro."</i></p> <p>It is submitted that, the combined reading of Clause 6.4 of the Concession Agreement and Clause 8.9 of the Detailed Project Report of Hyderabad Metro Rail Project clearly demonstrates that financial viability of the project is very much depends on cost of energy.</p>		
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		<p>7. It is submitted that, the Petitioner/Objec-tioner is engaged in the activities of providing Mass Rapid Transit System in the city of Hyderabad and is a public utility and social service sector project having many social benefits, which are bestowed upon a section of travelling public. In connection with the above activities, electricity is one of the important component in Operation & Maintenance of Hyderabad Metro Rail.</p> <p>8. It is submitted that unlike other consumers all infrastructure together with facilities, after interconnection point of TSTRANSCO/DISCOM system are established, maintained and operated by the Petitioner at its own cost and the TSTRANSCO/DISCOM do not incur any expenses for supply of power to Hyderabad Metro Rail. The Petitioner has established four Receiving Sub-stations at various locations in</p>		
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		<p>proximity to Metro Rail System at its own cost. These receive power at 132KV. The onward distribution within Metro Rail System is done by the Petitioner, thus absorbing the losses (if any) incurred in the course of distribution & supply.</p> <p>9. It is also to be noted that unlike many other HT/EHT consumers of TSSPDCL, Hyderabad Metro Rail is a power intensive (25% to 35% of annual operations and maintenance cost) and social initiative and consequently a separate category was carved out by Hon'ble TSERC for the Petitioner, i.e. HT V (B). However the TSSPDCL, through the subject ARR proposed to increase Re.1/kVAh to all HT/EHT consumers. The said proposal infact defeats the objective of the HMR Project undertaken by the Petitioner and the</p>		
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		<p>purpose of creation of separate category to it by the Commission.</p> <p>10.It is further submitted that the ongoing pandemic of Covid'19 since March 2020 has resulted in 169 days complete shutdown of passenger services in 2020 for Petitioner and average daily footfall is still hovering around 25% of pre-covid scenario since resumption of passenger services. This has put immense pressure on the already loss-laden business of the Petitioner.</p> <p>11.Furthermore, the proposed steep increase of Re.1/kVAh (energy charges) and Rs.85/MVA/month (demand charges) in tariff for HT V(B) HMR shall increase energy charges for Hyderabad Metro Rail by 25%. In view of the aforesaid facts, which reflects the loss running business of the petitioner, it is not possible to bear such costs by the Petitioner. If the proposed</p>		
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		<p>increase is accepted the cost of the same shall have to be passed on to the commuters of the HMR. Thus, the public interest is involved in this issue while considering the justification or otherwise of such proposed increase to HMR.</p> <p>12.The Petitioner further submits that, as stated above, the very conception of the HMR project is based on the terms of the concession and development agreement dated 04.09.2010, the relevant terms of the concession agreement consent to the power supply is extracted above. The said obligation upon the government clearly shows that, the power supply cost to the HMR is only limited to the cost of service incurred by the distribution company and no other charges including cross subsidy surcharge etc shall be fastened to the HMR.</p>		
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		<p>13.It is further submitted that, the second part of the condition related to the power supply in the concession agreement is that HMR shall be given necessary permissions, to procure power through open access, however such procurement shall be deemed to be a supply from captive power station.</p> <p>14.It is submitted that, Clause 8.9 of the detailed project report which is accepted by the Government clearly shows that, it is necessary that the electric power be kept at the minimum in order to curtail the O&M cost and therefore the power tariff for the HMRL should be effective rate of purchase price at 132/KV level plus nominal administrative charges, without any profit or loss basis. Further, the DPR also contain that Government of Andhra Pradesh takes necessary steps to fix power tariff for HMR at no profit no loss basis.</p>		
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		<p>15.It is submitted that, the petitioner has developed the project of HMR considering the aforesaid promises made by the government which is a contracting party to the Project Development Agreement (Concession Agreement). Therefore the petitioner has legitimate expectation on the aspect of the power supply in consonance to the aforesaid terms. In furtherance of the said obligation the Government of Telangana vide letter dated 27.04.2016 issued directives to this Hon'ble Commission purportedly under Section 108 of Electricity Act, 2003 to implement the said terms of the Concession Agreement in deciding the Retail Supply Tariff to HMR project. It is also further submitted that, by considering the said directives, in the past this Hon'ble Commission has carved out and created separate category to determine the tariff for HMR.</p>		
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		16. Therefore, the proposal of TSSPDCL/Applicant to the energy charges and demand charges in tariff for HT V(B) HMR shall increase energy charges for Hyderabad Metro Rail by 25% is highly objectionable and ought not to be accepted by the Hon'ble Commission.		
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We request you to kindly treat the objection and documents filed in OP No. 58 of 2021 as a part and parcel of this document.

Thanking You.

For L&T Metro Rail (Hyderabad) Limited
Rep. by its Head Legal and Company Secretary


(OBJECTIONER)



Enclosures:

1. OBJECTIONS TO THE ARR FOR RETAIL SUPPLY TARIFF AND CROSS SUBSIDY SURCHARGE PROPOSALS FOR FY 2022-23
2. SUPPORTING DOCUMENTS TO THE OBJECTIONS TO THE ARR

BEFORE THE HON'BLE TELANGANA STATE ELECTRICITY REGULATORY
COMMISSION, HYDERABAD

In the matter of:

Determination of the Aggregate Revenue Requirement (ARR) for Retail Supply Business for the year FY 2022-23 under Section 62 of the Electricity Act, 2003,

In the matter of:

SOUTHERN POWER DISTRIBUTION COMPANY OF TELANGANA LIMITED
.....Applicant

OBJECTIONS TO THE ARR FOR RETAIL SUPPLY TARIFF AND CROSS SUBSIDY
SURCHARGE PROPOSALS FOR FY 2022-23

Filed by:

L&T Metro Rail (Hyderabad) Limited ('Petitioner/Objecioner')
Hyderabad Metro Rail Administrative Building,
Hyderabad Metro Rail Depot,
Uppal Main Road, Uppal,
Hyderabad - 500039.

Filed on: __-01-2022



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I. INTRODUCTION

1. The present objections are submitted by M/s L&T Metro Rail (Hyderabad) Limited ('Petitioner/Objectitioner') in response to the Aggregate Revenue Requirement (ARR) for Retail Supply Tariff and Cross Subsidy Surcharge Proposals for Financial Year 2022-23 (hereinafter referred to as "**proposals**") submitted by the Applicant herein.
2. At the very outset, the Petitioner submits that the proposals contained in the ARR as against the Petitioner herein are not to be accepted and allowed for as the proposals do not hold good either on facts or under law as explained hereinbelow.
3. The Petitioner has detailed its objections to the proposals hereinbelow and seeks for reliefs, *inter alia*, as stated below at paragraph III for consideration of this Hon'ble Commission.

II. RELEVANT FACTUAL BACKGROUND

4. The Petitioner was the successful qualifier in the bid called by the erstwhile Government of Andhra Pradesh, inviting proposals for Request for Qualification No. 155/MD/HMR/2009, dated 24.07.2009, for construction, operation and maintenance of the rail system on DBFOT basis. The Petitioner was qualified in bid and a Letter of Award No. 13299/H1/2010, dated 06.08.2010, and a Concession Agreement was accordingly entered on 04.09.2010 between the erstwhile Government of Andhra Pradesh and the Petitioner.
5. Pursuant to the bid being awarded to the Petitioner and the Concession Agreement having been entered, the Petitioner proceeded to establish Rail System for providing Mass Rapid Transit System in the city of Hyderabad. The same is a public utility and social service sector project having many social



benefits, which are bestowed upon a section of travelling public. In connection with the above activities, electricity is one of the important component in Operation & Maintenance of Hyderabad Metro Rail.

6. Clause 6.4 of the Concession Agreement provides for certain special incentives in relation to the supply of electricity and the same is extracted hereunder:

"6.4 Obligations relating to supply of electricity

The Government shall procure that the Rail System gets priority in the supply of electricity from the grid and the tariff thereof shall be determined on commercial principles such that the Rail System is not required to subsidise any or all other segments of electricity consumers. The Government shall further procure that in the event the Concessionaire receives a supply of electricity from any source other than the area distribution company, it shall be deemed to be a supply from a captive power station under and in accordance with the provisions of Sections 9 and 42 of the Electricity Act, 2003. For the avoidance of doubt, this Clause 6.4 is not applicable to Real Estate Development."

The relevant extract of the Concession Agreement is annexed herewith as **"Annexure- 1."**

7. It is submitted that Clause 8.9 of the Detailed Project Report of Hyderabad Metro Rail Project, prepared by Delhi Metro Rail Corporation which was accepted by the erstwhile Government of Andhra Pradesh provides that the cost of electricity is a significant part of Operation and Maintenance (O&M) charges of the Metro Station, and the power tariff for Hyderabad Metro was to be fixed at an effective rate of purchase price with nominal administrative charges ranging between Rs.2.50-3.00 per unit. At that point in time, it was also proposed to the Government of Andhra Pradesh to take necessary steps to fix power tariff for Hyderabad Metro at "No Profit No Loss" basis. The relevant extract of the Detailed Project Report of Hyderabad Metro Rail Project is annexed herewith as **"Annexure- 2."**



8. The Managing Director, Hyderabad Metro Rail Ltd, pursuant to the bifurcation of the State of Telangana from the State of Andhra Pradesh in the year 2014, had addressed a letter dated 26.02.2016 to the Principal Secretary to the Government of Telangana, Energy Department with a request for creation of the separate category for the Hyderabad Metro Rail System (excluding Real Estate Development portion) and to fix the tariff on "cost to serve" basis as per the clause 6.4 of the Concession Agreement.
9. The Principal Secretary to Government, Energy Department, considering the letter dated 26.02.2016 addressed by the Managing Director, Hyderabad Metro Rail Project, has sent a letter to the Secretary, Telangana State Electricity Regulatory Commission, intimating that the Government has accorded permission to TSSPDCL/Applicant for creation of separate category for the Hyderabad Metro Rail System and fixation of the tariff as per the Clause 6.4 of the Concession Agreement.
10. In pursuance to the letter dated 27.04.2016, the Commission in the Retail Tariff Order for FY 2016-17 and 2017-18 in relation to the Hyderabad Metro Rail had directed TSSPDCL/Applicant to study the consumption pattern for the portion of the commercial operation to commence during the year FY 2016-17 and propose the category CoS for the subsequent year. The relevant portion for the Retail Supply Tariff Order for FY 2016-17, dated 23.06.2016 and Retail Supply Order for FY 2017-18 dated 26.08.2017 are extracted hereunder:

Retail Tariff Order for FY 2016-17, dated 23.06.2016:

"Hence, the Commission opines that HMR is eligible to be classified under a separate category as has been done in Delhi. The commercial operation of the HMR is anticipated to be commenced during the year FY2016-17 covering only a limited area of operations and at present its load constitutes construction and commercial loads. The Commission observes that the category cost of service cannot be ascertained at this stage and



hence a sub-category can be created with lower tariff than that of the Indian Railways to accommodate the unique requirement of this category prior to major commercial operations. **Meanwhile the Commission directs TSSPDCL to study the consumption pattern for the portion of the commercial operation to commence during the year FY 2016-17 and propose the Category CoS for the subsequent year.**"

Retail Tariff Order for FY 2017-18 dated 26.08.2017:

6.8.2 The Commission has introduced two-part tariff for HT V(B) category.

6.8.3 The Commission has examined the proposal for fixing the energy charges to HMR Traction at Average Cost of Service (CoS) and presents its reasoning as below:

- HMR is a public utility that will be engaged in the activities of providing mass rapid transit system for Hyderabad and benefits would be bestowed upon a section of travelling public. The integral part of its core operations are identified as follows:
 - a. Traction load.
 - b. Access pathways to station such as elevators, staircases (including escalators) and platforms used for the purposes of boarding the train.
 - c. Enabling areas such as ticket counters, stations office, operation/control rooms, depots and public washrooms located within the station premises (excluding areas allotted for vehicle parking)."

and

"9.5 COST OF SERVICE OF HT V(B) HMR

9.5.1 The Commission directs TSSPDCL to study the consumption pattern for the portion of energy likely to be consumed for the commercial operation (after commencement) of HMR Railway Traction out of the total energy to be consumed during FY 2017-18 and propose the Cost of Service for the subsequent year so as to examine the same."

The Letter dated 27-04-2016 is annexed herewith as "**Annexure- 3.**"

The relevant extract of the Retail Tariff Order for FY 2016-17, dated 23.06.2016 is annexed herewith as "**Annexure-4.**"




The relevant extract of the Retail Tariff Order for FY 2017-18, dated 26.08.2017 is annexed herewith as "**Annexure-5.**"

11. In accordance with the Retail Tariff Orders as detailed above and the provisions of the Concession Agreement, the Tariff for Hyderabad Metro HT V (B) HMR was decided to be determined on 'Cost to Serve' basis. Accordingly, the Energy Charge for the Petitioner was fixed at Rs. 3.95 per unit and Demand Charge was fixed at Rs. 390/kVA/month.
12. While things stood thus, TSSPDCL/Applicant has filed the present case, i.e. OP No. 58 of 2021 under Regulation No. 4 of the Regulations, 2005 framed by the Commission as under Section 62 of the Electricity Act, 2003 seeking for determination of the Aggregate Revenue Requirement (ARR) for Retail Supply Business for the year FY 2022-23 ("**proposals**"). TSSPDCL has proposed the following tariff for HT V (B) HMR in its proposals in the following manner:

Proposed vis-à-vis Present Demand and Energy Charges structure

Voltage Type	Present Demand Charge (Rs/kVA/month)	Proposed Demand Charge (Rs/kVA/month)	Present Energy Charge (Rs/unit)	Proposed Energy Charge (Rs/unit)
132 KV and Above	390	475	3.95	4.95

13. The Applicant/TSSPDCL also proposes to impose Cross Subsidy Charges, Additional Surcharge and Grid Support Charges in the event that the Petitioner purports to avail open access for procuring power.
14. It is submitted that the aforesaid proposal categorizing the Petitioner as a Captive Power Plant for levying the Cross Subsidy Charges or Additional Surcharge, Grid Support Charges runs contrary to the Clause 6.4 of the



Concession Agreement and Clause 8.9 of Detailed Project Report as explained below. It is further submitted that TSSPDCL calculated CoS for HT V (B) as Rs.5.09 under Clause 6.3.2 also runs contrary to the Retail Supply Order for FY 2016-17 and 2017-18 and the directives issued by the Government of Telangana in Letter dated 27.04.2016 which clearly state that tariff for Hyderabad Metro HT V (B) HMR should be on 'Cost to Serve' basis and if Open Access is availed by the Petitioner it shall be treated as captive power without levying Cross Subsidy Surcharge and/or Additional Surcharge.

III. DETAILED OBJECTIONS TO THE PROPOSALS

15. The detailed objections of the Petitioner to the Proposals of TSSPDCL are addressed hereinunder, through the following sub-heads:

- A. Objections to increase of tariff:
 - a. Inherent discrepancies in calculation of the tariff on 'cost to serve' basis.
 - b. Violations of Concession Agreement and Financial and Economic unviability of the HMR Project and Concession granted to the Petitioner.
- B. Objections to levy of Grid Support Charges, Cross-Subsidy Charge and Additional Surcharge
- C. In any event, the Applicant/TSSPDCL is estopped from increasing its Tariff and imposing Grid Support Charges, Cross-Subsidy and Addl. Surcharge in view of its past commitments to the Petitioner

A. Objections to increase of Tariff

- a. **Inherent discrepancies in calculation of the tariff on 'cost to serve' basis**




16. It is submitted that, the aforesaid proposal categorizing the Objectitioner and levying the Cross Subsidy Charges or Additional Surcharge, Grid Support Charges which runs contrary to the Clause 6.4 of the Concession Agreement and Clause 8.9 of Detailed Project Report. It is further submitted that, the Aggregate Revenue Requirement (ARR) FY 2022-23 calculated CoS for HT V (B) as Rs.5.09 at Clause 6.3.2 also runs contrary to the Retail Supply Order for Fy 2016-17 and 2017-18 and the directives issued by the Government of Telangana in Letter dated 27.04.2016 which clearly states that tariff for Hyderabad Metro HT V (B) HMR should be on Cost to Serve basis and if Open Access is availed by the Petitioner it shall be treated as captive power without levying Cross Subsidy Surcharge and/or Additional Surcharge.

17. It is pertinent to point out the Commission's view on Retail Supply Tariff Order for Fy 2016-17 and 2017-18 in relation to the Hyderabad Metro Rail (in short referred to as "HMR"):

a) the excerpts from "**Commission's view**" Retail Supply Tariff Order for FY 2016-17 dated 23rd June 2016:

*"Hence, the Commission opines that HMR is eligible to be classified under a separate category as has been done in Delhi. The commercial operation of the HMR is anticipated to be commenced during the year FY2016-17 covering only a limited area of operations and at present its load constitutes construction and commercial loads. The Commission observes that the category cost of service cannot be ascertained at this stage and hence a sub-category can be created with lower tariff than that of the Indian Railways to accommodate the unique requirement of this category prior to major commercial operations. **Meanwhile the Commission directs TSSPDCL to study the consumption pattern for the portion of the commercial operation to commence during the year FY 2016-17 and propose the Category CoS for the subsequent year.**"*



b) the excerpts from Retail Supply Tariff Order for FY 2017-18 dated 26th August 2017:

"Commission's Ruling

6.8.2 *The Commission has introduced two-part tariff for HT V(B) category.*

6.8.3 *The Commission has examined the proposal for fixing the energy charges to HMR Traction at Average Cost of Service (CoS) and presents its reasoning as below:*

- *HMR is a public utility that will be engaged in the activities of providing mass rapid transit system for Hyderabad and benefits would be bestowed upon a section of travelling public. The integral part of its core operations are identified as follows:*
 - a. *Traction load.*
 - b. *Access pathways to station such as elevators, staircases (including escalators) and platforms used for the purposes of boarding the train.*
 - c. *Enabling areas such as ticket counters, stations office, operation/control rooms, depots and public washrooms located within the station premises (excluding areas allotted for vehicle parking)."*

and

"9.5 COST OF SERVICE OF HT V(B) HMR

9.5.1 *The Commission directs TSSPDCL to study the consumption pattern for the portion of energy likely to be consumed for the commercial operation (after commencement) of HMR Railway Traction out of the total energy to be consumed during FY 2017-18 and propose the Cost of Service for the subsequent year so as to examine the same."*

c) the following letters from Government of Telangana to The Chairman and Managing Director, TSSPDCL, Hyderabad:

i. Letter No. 1545/Budget/2015-1 dated 16-03-2016 (enclosed):

"From The Principal Secretary to Government (FAC), Energy Department, Telangana Secretariat to The Chairman & Managing Director, TSSPDCL:

After careful consideration of the matter, Government hereby accords permission for creation of separate category for Hyderabad Metro Rail System (excluding Real Estate



Development portion) and fixation of the tariff as per the Clause 6.4 of the Concession Agreement. Accordingly, the Chairman and Managing Director, TSSPDCL is hereby directed to file ARR with TSERC "on cost basis" immediately and take necessary further action in the matter."

The Letter dated 16-03-2016 is annexed herewith as "Annexure- 6".

- ii. Letter No.1545/Budget/2016 dated 27-04-2016.
- iii. Letter No. 149/Budget/2017-1 dated 06-02-2017. The Letter dated 06-02-2017 is annexed herewith as "Annexure -7".
- iv. Letter No. 158/Budget/2017-1 dated 06-02-2017. The said Letter dated 06-02-2017 is annexed herewith as "Annexure -8".

18. All above points, i.e.,

- 17 a) Retail Supply Tariff Order for FY 2016-17 dated 23rd June 2016,
 - 17 b) Retail Supply Tariff Order for FY 2017-18 dated 26th August 2017, and
 - 17 c) Government of Telangana directives to TSSPDCL & TSERC
- clearly state that tariff for Hyderabad Metro HT V (B) HMR should be on Cost to Serve basis and if Open Access is availed by the Petitioner it shall be treated as captive power without levying Cross Subsidy Surcharge and/or Additional Surcharge.

19. It is pertinent to submit here that:

- a. existing tariff of HT V(B) HMR of Rs. 3.95/ kVAh (energy charges) and Rs. 390/kVA/month (demand charges) actually at existing load factor for the period April 2021 to Dec 2021 works out to be Rs. 5.28/ unit (energy+demand+customer charges).
- b. The proposed tariff for HT V (B) HMR for FY 2022-23 of Rs. 4.95/ kVAh (energy charges) and Rs. 475/kVA/month (demand charges) shall work out to be Rs. 6.57/ unit (energy+demand+customer charges) at existing load factor.
- c. Hence, in line with CoS calculation for HT V(B) of Rs. 5.09/ kWh as per clause 2 above, proposed tariff for HT V (B) should be reduced to Rs.



3.75/ kVAh (energy charges) and maintained at Rs. 390 /kVA/month (demand charges).

- d. Also, direct TSSPDCL to allow Open Access to Petitioner treating it as captive power without levying Cross Subsidy Surcharge and/or Additional Surcharge in line with Clause 6.4 of Concession Agreement and Government of Telangana directives.
20. The Objector submits that, the proposals made by TSSPDCL, in particular about cost of service, the same contains many discrepancies on the part of TSSPDCL, thereby the value of cost of service is getting escalated.
- a. Discrepancies of TSSPDCL brought out in Ministry of Power's (GoI) July 2021 publication- Ranking & Ninth Annual Integrated Rating: State Distribution Utilities:
- i. High power purchase cost than the benchmark
 - ii. High collection and payable days at 142 days and 291 days respectively in FY 2020
- b. Discrepancies/ in components of Power Purchase Cost by TSSPDCL:
- i. High cost of power from TSGENCO at Rs. 4.88/ unit
 - ii. D-D Sale of excess power at Rs. 3.42/ unit which was actually procured at cost of Rs. 4.77/ unit
 - iii. Burden of Rs. 984 cr. on consumers for interest on pension bonds resulting in Re. 0.18/ unit

From the above, It is clear that, the effect of aforesaid discrepancies are inherently built-in the proposed CoS calculation of Rs. 5.09/ unit for HT V (B) HMR and thus, the same is highly objectionable and ought not to be accepted by the Hon'ble Commission.

Report of the Ministry of Power's (GoI) is annexed herewith as "Annexure- 9."



b. Violations of Concession Agreement and Financial and Economic unviability of the HMR Project and Concession granted to the Petitioner

21. It is also pertinent to submit the relevant terms of the concession agreement based on which the Hyderabad Metro Rail Project was developed is extracted hereunder:

- a. Clause 6.4 of the Concession Agreement that the erstwhile united Government of Andhra Pradesh (now Government of Telangana State) had entered into with the concessionaire, L&T Metro Rail (Hyderabad) Limited:

"6.4 Obligations relating to supply of electricity

The Government shall procure that the Rail System gets priority in the supply of electricity from the grid and the tariff thereof shall be determined on commercial principles such that the Rail System is not required to subsidise any or all other segments of electricity consumers. The Government shall further procure that in the event the Concessionaire receives a supply of electricity from any source other than the area distribution company, it shall be deemed to be a supply from a captive power station under and in accordance with the provisions of Sections 9 and 42 of the Electricity Act, 2003. For the avoidance of doubt, this Clause 6.4 is not applicable to Real Estate Development."

- b. Clause 8.9 of the Detailed Project Report of Hyderabad Metro Rail Project, prepared by Delhi Metro Rail Corporation and accepted by erstwhile united Government of Andhra Pradesh:

"The cost of electricity is a significant part of Operation and Maintenance (O&M) charges of the Metro System, which constitutes about 25-35% of total annual working cost. Therefore, it is the key element for the financial viability of the Project. The annual energy consumption is assessed to be about 80 million units in initial years (2008) which will double by horizon year 2021.



In addition to ensuring optimum energy consumption, it is also necessary that the electric power be kept at a minimum in order to contain the O&M costs. Therefore, the power tariff for Hyderabad Metro should be effective rate of purchase price (at 132 & 33 KV voltage level) plus nominal administrative charges i.e. on a no profit no loss basis. This is expected to be in the range of Rs.2.50-3.00 per unit. It is proposed that Government of Andhra Pradesh takes necessary steps to fix power tariff for Hyderabad Metro at "No Profit No Loss" basis. Similar approach has been adopted for Delhi Metro."

It is submitted that, the combined reading of Clause 6.4 of the Concession Agreement and Clause 8.9 of the Detailed Project Report of Hyderabad Metro Rail Project clearly demonstrates that financial viability of the project is very much depends on cost of energy.

22.It is submitted that, the Petitioner/Objecioner is engaged in the activities of providing Mass Rapid Transit System in the city of Hyderabad and is a public utility and social service sector project having many social benefits, which are bestowed upon a section of travelling public. In connection with the above activities, electricity is one of the important component in Operation & Maintenance of Hyderabad Metro Rail.

23.It is submitted that unlike other consumers all infrastructure together with facilities, after interconnection point of TSTRANSCO/DISCOM **system are established, maintained and operated by the Petitioner at its own cost** and the **TSTRANSCO/DISCOM do not incur any expenses for supply of power to Hyderabad Metro Rail**. The Petitioner has established four Receiving Sub-stations at various locations in proximity to Metro Rail System at its own cost. These receive power at 132KV. The **onward distribution within Metro Rail System is done by the Petitioner, thus absorbing the losses (if any) incurred in the course of distribution & supply**.

24.It is also to be noted that unlike many other HT/EHT consumers of TSSPDCL, **Hyderabad Metro Rail is a power intensive (25% to 35% of annual**



operations and maintenance cost) and social initiative and consequently a separate category was carved out by Hon'ble TSERC for the Petitioner, i.e. HT V (B). However the TSSPDCL, through the subject ARR proposed to increase Re.1/kVAh to all HT/EHT consumers. The said proposal infact defeats the objective of the HMR Project undertaken by the Petitioner and the purpose of creation of separate category to it by the Commission.

25. It is further submitted that the ongoing pandemic of Covid'19 since March 2020 has resulted in 169 days complete shutdown of passenger services in 2020 for Petitioner and **average daily footfall is still hovering around 25% of pre-covid scenario since resumption of passenger services**. This has put immense pressure on the already loss-laden business of the Petitioner. Financials as below:

Period	FY 2018-19*	FY 2019-20*#@	FY 2020-21@	April 2021- Dec 2021@
Losses (In Cr. INR)	148.14	382.20	1766.74	1399.07

* Partial CoD achieved during the year and losses during the project phase were capitalised.

Final CoD of project achieved on 7th Feb 2020.

@ Includes CoVID impacted period and lockdown period.

26. Furthermore, the proposed steep increase of Re.1/kVAh (energy charges) and Rs.85/MVA/month (demand charges) in tariff for HT V(B) HMR shall increase energy charges for Hyderabad Metro Rail by 25%, making Objectioner one of the worst hit HT/EHT consumers. In view of the aforesaid facts, which reflects the loss running business of the petitioner, it is not possible to bear such costs by the Petitioner. If the proposed increase is accepted the cost of the same shall have to be passed on to the commuters of the HMR. Thus, the public interest is



involved in this issue while considering the justification or otherwise of such proposed increase to HMR Project.

27. The Petitioner further submits that, as stated above, the very conception of the HMR project is based on the terms of the concession and development agreement dated 04.09.2010, the relevant terms of the concession agreement consent to the power supply is extracted above. The said obligation upon the government clearly shows that, the power supply cost to the HMR is only limited to the cost of service incurred by the distribution company and no other charges including cross subsidy surcharge etc shall be fastened to the HMR.
28. It is further submitted that, the second part of the condition related to the power supply in the concession agreement is that HMR shall be given necessary permissions, to procure power through open access, however such procurement shall be deemed to be a supply from captive power station.
29. It is submitted that, Clause 8.9 of the detailed project report which is accepted by the Government clearly shows that, it is necessary that the electric power be kept at the minimum in order to curtail the O&M cost and therefore the power tariff for the HMRL should be effective rate of purchase price at 132/KV level plus nominal administrative charges, without any profit or loss basis. Further, the DPR also contain that Government of Andhra Pradesh takes necessary steps to fix power tariff for HMR at no profit no loss basis.
30. It is submitted that, the petitioner has developed the project of HMR considering the aforesaid promises made by the government which is a contracting party to the Project Development Agreement (Concession Agreement). Therefore the petitioner has legitimate expectation on the aspect of the power supply in consonance to the aforesaid terms. In furtherance of the said obligation the Government of Telangana vide letter dated 27.04.2016 issued directives to this Hon'ble Commission purportedly under Section 108 of Electricity Act, 2003 to implement the said terms of the Concession Agreement



in deciding the Retail Supply Tariff to HMR project. It is also further submitted that, by considering the said directives, in the past this Hon'ble Commission has carved out and created separate category to determine the tariff for HMR.

31. Therefore, the proposal of TSSPDCL/Applicant to the energy charges and demand charges in tariff for HT V(B) HMR shall increase energy charges for Hyderabad Metro Rail by 25% is highly objectionable and ought not to be accepted by the Hon'ble Commission.

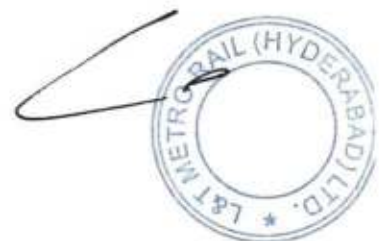
B. Objections to levy of Grid Support Charges, Cross-Subsidy Charge and Additional Surcharge

32. It is submitted that as detailed above, a separate category was carved out by the Government and the Hon'ble TSERC for the Petitioner, i.e. HT V (B) and thus, any levy of Grid Support Charges, Cross-Subsidy Charges and Additional Surcharge runs contrary to the same and is a violation of the Concession Agreement (clause 6.4 and 8.9)

33. As far as the proposed Grid Support Charges is concerned it is submitted that, the object and purpose to levy such charges shall be limited to the projects who have Co-Generation or who are having Captive Power Generation together with their processing unit. The judgment of the Hon'ble Supreme Court in Civil Appeal No. 4569 of 2003 is only in respect to the aforesaid category of projects. Therefore, by any stretch of imagination HMR project cannot be fastened with Grid Support Charges even if it procures power through open access for a simple reason that, HMR would not fall within aforesaid two categories.

34. Without prejudice to the aforesaid contentions, even on merits the HMR should not be fastened with Grid Support Charges for following reasons:

- a. it is a green initiative and should be incentivised instead of being subjected to such regressive charges;



- b. with only 17-18% plant load factor, the impact of total installed solar captive plants in Telangana on TSSPDCL's health as brought out in tariff proposal is negligible;
- c. Precedence to reject the levy of such charges should be taken from The Maharashtra Electricity Regulatory Commission (MERC) which has decided **not to impose any grid support charges on rooftop solar installations until the state achieves solar rooftop capacity of 2,000 megawatts (MW).**

Also, if in future such grid support charges be allowed to be levied on TSSPDCL consumers must happen prospectively for upcoming projects and not for existing operational projects as it shall otherwise completely erode the financial viability of the projects.

35.The Petitioner submits that, considering the terms and conditions of the Concession Agreement to which government being a contracting party, any additional liability of Tariff to HMR in view of the directives dated 27.04.2016 given by the Government of Telangana, as per Section 65 of Electricity Act, 2003 such additional burden if any shall be governed by the Government by way of granting subsidy, since it has issued such directives under Section 108 of the Electricity Act, 2003.

36.Furthermore, even as per the terms of the Concession Agreement and as described above, the DISCOMS are to grant open access as and when Petitioner/Objectioner approaches with such request, but without levying the Grid Support Charges, Cross Subsidy Surcharge or Additional Surcharge as the Petitioner does not fall under any of the categories entitling the DISCOMs to levy such charges.



C. In any event, the Applicant/TSSPDCL is estopped from increasing its Tariff and imposing Grid Support Charges, Cross-Subsidy and Addl. Surcharge in view of its past commitments to the Petitioner

37. It is submitted that, the petitioner has developed the project of HMR considering the aforesaid promises made by the government which is a contracting party to the Project Development Agreement (Concession Agreement). Therefore the petitioner has legitimate expectation on the aspect of the power supply in consonance to the aforesaid terms. In furtherance of the said obligation the Government of Telangana vide letter dated 27.04.2016 issued directives to this Hon'ble Commission purportedly under Section 108 of Electricity Act, 2003 to implement the said terms of the Concession Agreement in deciding the Retail Supply Tariff to HMR project. It is also further submitted that, by considering the said directives, in the past this Hon'ble Commission has carved out and created separate category to determine the tariff for HMR.

38. It is also submitted that, any deviation from the commitments given by the Government of Andhra Pradesh (now Government of Telangana State) through the Concession Agreement in respect of the power supply the same will hit by the Doctrine of Promissory Estoppel. Therefore, the Petitioner/Objectioner requests the Hon'ble Commission to consider the directives of the Government of Telangana stated through letter dated 27.04.1016 and retain the earlier tariff without any further escalation on any ground. It is submitted in this context, the law laid relating to Promissory Estoppel as laid down by the Hon'ble Supreme Court in *Motilal Padampat Sugar Mills Co. Ltd. v. State of U.P.*, reported in (1979) 2 SCC 409 is extracted hereunder:

"24. This Court finally, after referring to the decision in the Ganges Manufacturing Co. v. Sourujmull, Municipal Corporation of the City of Bombay v. Secretary of State for India and Collector of Bombay v. Municipal Corporation of the City of Bombay summed up the position as follows:

"Under our jurisprudence the Government is not exempt from liability to carry out the representation made by it as to its future conduct and it



cannot on some undefined and undisclosed ground of necessity or expediency fail to carry out the promise solemnly made by it, nor claim to be the Judge of its own obligation to the citizen on an ex parte appraisal of the circumstances in which the obligation has arisen."

The law may, therefore, now be taken to be settled as a result of this decision, that where the Government makes a promise knowing or intending that it would be acted on by the promisee and, in fact, the promisee, acting in reliance on it, alters his position, the Government would be held bound by the promise and the promise would be enforceable against the Government at the instance of the promisee, notwithstanding that there is no consideration for the promise and the promise is not recorded in the form of a formal contract as required by Article 299 of the Constitution. It is elementary that in a republic governed by the rule of law, no one, howsoever high or low, is above the law. Everyone is subject to the law as fully and completely as any other and the Government is no exception. It is indeed the pride of constitutional democracy and rule of law that the Government stands on the same footing as a private individual so far as the obligation of the law is concerned: the former is equally bound as the latter. It is indeed difficult to see on what principle can a Government, committed to the rule of law, claim immunity from the doctrine of promissory estoppel. Can the Government say that it is under no obligation to act in a manner that is fair and just or that it is not bound by considerations of "honesty and good faith"? Why should the Government not be held to a high "standard of rectangular rectitude while dealing with its citizens"? There was a time when the doctrine of executive necessity was regarded as sufficient justification for the Government to repudiate even its contractual obligations; but, let it be said to the eternal glory of this Court, this doctrine was emphatically negated in the Indo-Afghan Agencies case and the supremacy of the rule of law was established. It was laid down by this Court that the Government cannot claim to be immune from the applicability of the rule of promissory estoppel and repudiate a promise made by it on the ground that such promise may fetter its future executive action. If the Government does not want its freedom of executive action to be hampered or restricted, the Government need not make a promise knowing or intending that it would be acted on by the promisee and the promisee would alter his position relying upon it. But if the Government makes such a promise and the promisee acts in reliance upon it and alters his position, there is no reason why the Government should not be compelled to make good such promise like any other private individual. The law cannot acquire legitimacy and gain social acceptance unless it accords with the moral values of the society and the constant endeavour of the Courts and the legislature, must, therefore, be to close the gap between law and morality and bring about as near an approximation between the two as possible. The doctrine of promissory

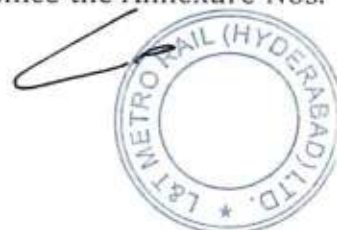


estoppel is a significant judicial contribution in that direction. But it is necessary to point out that since the doctrine of promissory estoppel is an equitable doctrine, it must yield when the equity so requires. If it can be shown by the Government that having regard to the facts as they have transpired, it would be inequitable to hold the Government to the promise made by it, the Court would not raise an equity in favour of the promisee and enforce the promise against the Government. The doctrine of promissory estoppel would be displaced in such a case because, on the facts, equity would not require that the Government should be held bound by the promise made by it. When the Government is able to show that in view of the facts as have transpired since the making of the promise, public interest would be prejudiced if the Government were required to carry out the promise, the Court would have to balance the public interest in the Government carrying out a promise made to a citizen which has induced the citizen to act upon it and alter his position and the public interest likely to suffer if the promise were required to be carried out by the Government and determine which way the equity lies. It would not be enough for the Government just to say that public interest requires that the Government should not be compelled to carry out the promise or that the public interest would suffer if the Government were required to honour it. The Government cannot, as Shah, J., pointed out in the Indo-Afghan Agencies case, claim to be exempt from the liability to carry out the promise "on some indefinite and undisclosed ground of necessity or expediency", nor can the Government claim to be the sole Judge of its liability and repudiate it "on an ex parte appraisalment of the circumstances". If the Government wants to resist the liability, it will have to disclose to the Court what are the facts and circumstances on account of which the Government claims to be exempt from the liability and it would be for the Court to decide whether those facts and circumstances are such as to render it inequitable to enforce the liability against the Government. Mere claim of change of policy would not be sufficient to exonerate the Government from the liability: the Government would have to show what precisely is the changed policy and also its reason and justification so that the Court can judge for itself which way the public interest lies and what the equity of the case demands. It is only if the Court is satisfied, on proper and adequate material placed by the Government, that overriding public interest requires that the Government should not be held bound by the promise but should be free to act unfettered by it, that the Court would refuse to enforce the promise against the Government. The Court would not act on the mere ipse dixit of the Government, for it is the Court which has to decide and not the Government whether the Government should be held exempt from liability. This is the essence of the rule of law. The burden would be upon the Government to show that the public interest in the Government acting otherwise than in accordance with the promise is so overwhelming that



it would be inequitable to hold the Government bound by the promise and the Court would insist on a highly rigorous standard of proof in the discharge of this burden. But even where there is no such overriding public interest, it may still be competent to the Government to resile from the promise "on giving reasonable notice, which need not be a formal notice, giving the promisee a reasonable opportunity of resuming his position" provided of course it is possible for the promisee to restore status quo ante. If, however, the promisee cannot resume his position, the promise would become final and irrevocable. Vide Emmanuel Avodeji Ajaye v. Briscoe [(1964) 3 All ER 556 : (1964) 1 WLR 1326]."

39. It is submitted that, the petitioner has developed the project of HMR considering the aforesaid promises made by the government as under the Concession Agreement and otherwise that the electricity tariffs would be imposed on the Petitioner on a no profit no loss basis. Therefore the petitioner has legitimate expectation on the aspect of the power supply in consonance to the aforesaid terms. In furtherance of the said obligation the Government of Telangana vide letter dated 27.04.2016 issued directives to this Hon'ble Commission purportedly under Section 108 of Electricity Act, 2003 to implement the said terms of the Concession Agreement in deciding the Retail Supply Tariff to HMR project. It is also further submitted that, by considering the said directives, in the past this Hon'ble Commission has carved out and created separate category to determine the tariff for HMR.
40. It is submitted that any deviation from the commitments given by the Government of Andhra Pradesh (now Government of Telangana State) through the Concession Agreement in respect of the power supply the same will hit by the Doctrine of Promissory Estoppel. Therefore, the Petitioner/Objectioner requests the Hon'ble Commission to consider the directives of the Government of Telangana stated through letter dated 27.04.1016 and retain the earlier tariff without any further escalation on any ground.
41. It is submitted that the Petitioner reserves its right to add, amend, alter, delete or otherwise substitute all or any of the grounds aforesaid, which are without prejudice to one another. It is further submitted that, since the Annexure Nos.



1, 2, 4, 5 & 9, being the Concession Agreement, Detailed Project Report, Tariff Orders and Niti Aayog Report, all the aforesaid Annexures are bulky in nature and are within the public domain, as such only relevant pages where the Objectitioner is concerned only those pages are being filed and the Objectitioner undertakes to file the complete document as and when the Hon'ble Commission directs the Objectitioner to file.

IV. PRAYER - RELIEFS SOUGHT

42. In view of the above-mentioned facts and circumstances, it is therefore prayed that this Hon'ble Commission may be pleased to pass orders as under:

- a. In respect of the Retail Supply Tariff, the same may be In line with CoS calculation for HT V(B) of Rs. 5.09/ kWh, and the proposed tariff for HT V (B) should be reduced to Rs. 3.75/ kVAh (energy charges) and maintained at Rs. 390 /kVA/month (demand charges);
- b. Direct TSSPDCL to allow Open Access to Petitioner treating it as captive power without levying Cross Subsidy Surcharge and/or Additional Surcharge in line with Clause 6.4 of Concession Agreement and Government of Telangana directive;
- c. Reject the proposed grid support charges made by TSSPDCL for captive generation of HMR Project;
- d. Kindly grant separate/ personal hearing to the Petitioner to put across its contentions; and
- e. pass necessary orders as may deem fit and necessary in the interest of the justice.

DATE:
PLACE: HYDERABAD



For L&T METRO RAIL (HYDERABAD) LIMITED

[Signature]
Head Legal & Company Secretary
PETITIONER/OBJECTIONER

[L&T METRO RAIL (HYDERABAD) LIMITED]



Government of Andhra Pradesh

Concession Agreement

for

Hyderabad Metro Rail (MRTS) Project

between

The Government of Andhra Pradesh

and

M/s. L&T Hyderabad Metro Rail Private Limited

(The “Concessionaire”)

September 4, 2010

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ARTICLE 6

OBLIGATIONS OF THE GOVERNMENT**6.1 Obligations of the Government**

- 6.1.1 The Government shall, at its own cost and expense undertake, comply with and perform all its obligations set out in this Agreement or arising hereunder.
- 6.1.2 The Government agrees to provide support to the Concessionaire and undertakes to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and the Applicable Laws, the following:
- (a) upon written request from the Concessionaire, and subject to the Concessionaire complying with Applicable Laws, provide reasonable support and assistance to the Concessionaire in procuring Applicable Permits required from any Government Instrumentality for implementation and operation of the Rail System;
 - (b) upon written request from the Concessionaire, provide reasonable assistance to the Concessionaire in obtaining access to all necessary infrastructure facilities and utilities, including water and electricity at rates and on terms no less favourable to the Concessionaire than those generally available to commercial customers receiving substantially equivalent services;
 - (c) procure that no barriers are erected or placed on or about the Rail System by any Government Instrumentality or persons claiming through or under it, except for reasons of Safety Requirements, Emergency, national security, or law and order;
 - (d) make best endeavours to procure that no local Tax, toll or charge is levied or imposed on the use of whole or any part of the Rail System;
 - (e) subject to and in accordance with the Applicable Laws, grant to the Concessionaire the authority to regulate traffic on the Rail System;
 - (f) assist the Concessionaire in procuring Police assistance for regulation of traffic, removal of trespassers and security on or at the Rail System;
 - (g) not do or omit to do any act, deed or thing which may in any manner be violative of any of the provisions of this Agreement;
 - (h) support, cooperate with and facilitate the Concessionaire in the implementation and operation of the Project in accordance with the provisions of this Agreement; and

- (i) upon written request from the Concessionaire and subject to the provisions of Clause 5.5, provide reasonable assistance to the Concessionaire and any expatriate personnel of the Concessionaire or its Contractors to obtain applicable visas and work permits for the purposes of discharge by the Concessionaire or its Contractors their obligations under this Agreement and the Project Agreements.

6.2 Maintenance obligations prior to Appointed Date

During the Development Period, the Government shall maintain the roads and pathways along the Rail System alignment, at its own cost and expense, so that its traffic worthiness and safety are at no time materially inferior as compared to its condition 7 (seven) days prior to the last date for submission of the Bid, and in the event of any material deterioration or damage other than normal wear and tear, undertake repair thereof, or pay to the Concessionaire the cost and expense, as determined by the Independent Engineer, for undertaking such repair after the Appointed Date. For the avoidance of doubt, the Government shall undertake only routine maintenance during the Development Period, and it shall undertake special repairs only for ensuring safe operation of the roads and pathways along the Rail System alignment, or in the event of excessive deterioration or damage caused due to unforeseen events such as floods or torrential rain.

6.3 Obligations relating to Competing Facilities

The Government shall procure that during the subsistence of this Agreement, neither the Government nor any Government Instrumentality shall, at any time before the 25th (twenty fifth) anniversary of the Appointed Date, construct or cause to be constructed any Competing Facility; provided that the restriction herein shall not apply if the Average PHPDT on Corridor-I, Corridor-II and/or Corridor-III, as the case may be, in any two consecutive years exceeds 90% (ninety per cent) of the designed capacity specified in Clause 29.3.1. Upon breach of its obligations hereunder, the Government shall be liable to payment of compensation to the Concessionaire under and in accordance with Clause 35.4, and such compensation shall be the sole remedy of the Concessionaire.

6.4 Obligations relating to supply of electricity

The Government shall procure that the Rail System gets priority in the supply of electricity from the grid and the tariff thereof shall be determined on commercial principles such that the Rail System is not required to subsidise any or all other segments of electricity consumers. The Government shall further procure that in the event the Concessionaire receives a supply of electricity from any source other than the area distribution company, it shall be deemed to be a supply from a captive power station under and in accordance with the provisions of Sections 9 and 42 of the Electricity Act, 2003. For the avoidance of doubt, this Clause 6.4 is not applicable to Real Estate Development.



Government of Andhra Pradesh
Hyderabad Metro Rail (MRTS) Project

Executive Summary
Of
Detailed Project Report (DPR)
Prepared by DMRC
For
Corridors 1, 2 & 3



- Effective utilization of natural light is proposed. In addition, the lighting system of the stations will be provided with different circuits (33%, 66% & 100%) and the relevant circuits can be switched on based on the requirements (day or night, operation or maintenance hours etc).
- Machine-room less type lifts with gearless drive have been proposed with 3-phase VVVF drive. These lifts are highly energy efficient.
- The proposed heavy-duty public services escalators will be provided with 3-phase VVVF drive, which is energy efficient & improves the power factor. Further, the escalators will be provided with infrared sensors to automatically reduce the speed (to idling speed) when not being used by passengers.
- The latest state of art and energy efficient electrical equipment (e.g. transformers, motors, light fittings etc) have been incorporated in the system design.
- Efficient energy management is possible with proposed modern SCADA system by way of maximum demand (MD) and power factor control.

8.9 ELECTRIC POWER TARIFF

The cost of electricity is a significant part of Operation & Maintenance (O&M) charges of the Metro System, which constitutes about 25-35% of total annual working cost. Therefore, it is the key element for the financial viability of the Project. The annual energy consumption is assessed to be about 80 million units in initial years (2008), which will double by horizon year 2021.

In addition to ensuring optimum energy consumption, it is also necessary that the electric power tariff be kept at a minimum in order to contain the O&M costs. Therefore, the power tariff for Hyderabad Metro should be at effective rate of purchase price (at 132 & 33kV voltage level) plus nominal administrative charges i.e. on a no profit no loss basis. This is expected to be in the range of Rs. 2.50-2.75 per unit. It is proposed that Government of Andhra Pradesh takes necessary steps to fix power tariff for Hyderabad Metro at "No Profit No Loss" basis. Financial analysis has been carried out based on this tariff (Rs. 2.75 per unit) for the purpose of finalizing the DPR. Similar approach has been adopted for Delhi Metro.

Managing Director, DMRC has already requested Principal Secretary, Municipal Administration & U.D. Department, Government of A.P. to take up the matter with the Government and electricity bulk distribution authorities vide letter no. DMRC/Elec/16/Hyd-M/03/07 dated 25 March 2003.

GOVERNMENT OF TELANGANA
ENERGY (BUDGET) DEPARTMENT

Letter No.1545/Budget/2016

Dated:27-04-2016

From
The Principal Secretary to Government
Energy Department,
Telangana State Secretariat,
Hyderabad

To
The Secretary,
Telangana State Electricity Regulatory Commission,
Hyderabad

Sir,

Sub: Energy Department - Hyderabad Metro Rail Project - Electricity
Tariff - Creation of separate consumer category and
electricity tariff of the HMR - Reg.

- Ref: 1. From the Managing Director, Hyderabad Metro Rail Ltd.,
Hyderabad, Lr.No.HMR/CEE/Tariff/02, dt:26.2.2016
2. Govt. Letter No.1545/Budget/2015-1, Energy (Budget)
Dept., dt:16.3.2016
3. From the Managing Director, Hyderabad Metro Ltd.,
Lr.No. CEE/GEN/Tariff/02, dt:16.4.2016

-x-

I am to inform that the Managing Director, Hyderabad Metro Rail Ltd (HMRL) vide his letter first cited has requested the Government to create a separate category for the Hyderabad Metro Rail System (excluding Real Estate Development portion) and fix the tariff on "cost to serve" basis as per the clause 6.4 of the Concession Agreement entered with the GoAP which stipulates that "the Government shall procure that the Rail System gets priority in the supply of electricity from the grid and the tariff thereof shall be determined on commercial principles such that the Rail System is not required to subsidize any or all other segments of electricity consumers".

2. After careful consideration of the matter, Government, vide letter 2nd cited has accorded permission to TS-SPDCL for creation of separate category for the Hyderabad Metro Rail System (excluding Real Estate Development portion) and fixation of the tariff as per the clause 6.4 of the Concession Agreement.

Yours faithfully

M. Anup

For Principal Secretary to Government

Copy to:
The CMD, TS-SPDCL
The MA&UD Department
The MD, HMR, Hyderabad

Determination of Retail Supply Tariffs for FY 2016-17



TELANGANA STATE ELECTRICITY REGULATORY COMMISSION

5th Floor, Singareni Bhavan, Red Hills, Lakdi-ka-pul,
Hyderabad 500004.

TARIFF ORDER

Retail Supply Tariffs for FY 2016-17

In the Supply Areas of

Southern Power Distribution Company of Telangana Limited (TSSPDCL)

And

Northern Power Distribution Company of Telangana Limited (TSNPDCL)

Dated 23rd June, 2016

(Tariffs applicable from 1st July, 2016 to 31st March, 2017)

Determination of Retail Supply Tariffs for FY 2016-17

the above factors and in order to make Ferro Alloys in Telangana competitive and sustainable, the licensee has proposed no increase in tariff for the category. Moreover, HT-I(B) and Railway traction is not directly comparable with respect to their end use characteristics.

Due to the high load factor of Railway Traction, Railways is already being exempted from paying any demand charges unlike other HT consumers.

Commission's view

The Commission determined the categories of consumers based on the factors indicated in the Electricity Act 2003. The Ferro Alloys is a power intensive category and they have a tariff condition for minimum offtake whereas the railway traction category does not have such condition.

2.36 Hyderabad Metro Rail

a. Comparison between HT-V(A) - Railway traction and HT-V(B) HMR:

In the proposed tariff of 2016-17, HT-V category is separated in to two parts as HT-V (A) for Railway traction and HT-V (B) for HMR traction.

The proposed railway traction tariff of INR. 7.48 per unit is higher than the HT-V (B) HMR traction by 18 paise despite the fact that both are availing of supply at same voltage level and for the same purpose of public transportation.

b. High CoS determined for HMR

As per the directive from the government, on the basis of Article 6.4 of the concession agreement and clause 8.9 of the Detailed Project report of Hyderabad Metro Rail, the Licensee has filed an addendum to the submitted ARR filing. In the addendum, it is recommended to have a separate category for HMR Loads as HT-IX with CoS at INR. 7.07 per unit (Addendum). The details of the CoS furnished made available in the addendum are furnished hereunder:

Voltage level	Category	MVA	MU
132 kV	HMR V(B) Traction	17.5	37.4
132 kV	Ht-III: Airports, Bus Stations and Railway stations	7.5	16.0
Total		25.0	53.4

The objector having been aggrieved by this determination of CoS at INR. 7.07/unit has requested the Hon'ble Commission for correction of the same.

c. Treating Metro Rail Service as distinct class of consumer

The Metro Rail Service has been classified as a distinct class of consumer across other regions of the nation on a cost of supply tariff. There is a set precedence of Delhi Metro Rail Corporation, which has allocated separate category on cost of supply tariff.

d. Cost of T&D infrastructure and facilities for HMR

It is submitted that unlike other consumers all infrastructure and facilities after the point of interconnection with transmission/distribution system are established, maintained and operated by the HMR at its own cost and the TRANSCO/DISCOM do not incur any dedicated expense for supply to Hyderabad Metro Rail. HMR has established four receiving sub-stations at various locations in proximity to Metro Rail System at its own cost. These will receive power at 132 kV. The onward distribution within the Traction system and the Depots/stations is done by HMR, thus absorbing all the losses (if any) incurred in the course of distribution.

e. Approach followed to arrive at CoS for HMR

The provisions of the Electricity Act 2003, and the National Tariff Policy do not permit the Distribution Company to determine the CoS on marginal cost. In particular the National Tariff Policy requires determination of CoS on average cost basis.

It is further brought to notice of the Hon'ble Commission that TSSPDCL and its predecessor has been using the embedded cost approach for determining the cost of service. However in the case of HMR, TSSPDCL has followed the marginal cost approach which is discriminatory. It is also relevant to highlight that no state within the country determines CoS on marginal cost approach.

In the addendum filed by the Licensee, HT-IX category has been projected to have a load of 25 MVA with a consumption of 53.4 MU. The break-up of HMR load across the various categories and the Cost of Service for each category is provided hereunder:

Category	Consumption	Cost of Service (INR./kWh)	
Stations	16.0 MU	5.32	CoS for HT-III category in ARR
Traction	37.4 MU	5.49	CoS for HT-V category in ARR

On a simplistic weighted average basis, the CoS for HT-IX would therefore amount to INR. 5.43 per unit.

Reply from Licensees

- a. The HMR is designed to be a mass rapid transit system which would substantially contribute in reducing vehicular traffic, congestion during peak hours and thereby improving convenience to the end user.

In order to account for the above, the licensee has proposed a slight reduction in the tariff of HMR compared to Railway Traction. Similar such charging principle is prevalent in other metros such as Delhi Metro.

- b. As the Licensee with addition of HMR loads is tend to procure power from marginal stations which is otherwise can be avoided. Hence, it is sensible to fix the CoS based on the marginal cost as this is the actual costs incurred by the licensee to supply power to HMR@ INR. 7.07 per unit.
- c. The licensee in the addendum filing has created a separate sub-category for Hyderabad Metro Rail (HT-IX- HMR) and proposed tariff to meet the Cost of Supply (Cos) considering marginal power purchase cost, network costs and retail supply costs and doesn't include any cross subsidy component.
- d. The Licensee has considered transmission losses and external losses incurred for the energy purchased from outside state periphery viz. CGS, Market purchases and losses up to the voltage of supply of electricity to the HMR.
- e. Hence, it is sensible to fix the CoS based on the marginal cost as this is the actual costs incurred by the licensee to supply power to HMR.

Commission's view

TSSPDCL in its filings had proposed the sub category of HT-V (B) Hyderabad Metro Rail (HMR). Through an addendum petition dated 21/03/2016, TSSPDCL had requested the Commission to consider Hyderabad Metro Rail as a distinct specific tariff category called HT-IX: HMR. During the public hearing, objection was raised against the proposal of creating a separate category since the nature of business of HMR is similar to that of Indian Railways.

The Commission has examined the proposal for creating a separate category or sub-category to an existing category and presents its reasoning as below:

- HMR will be engaged in the activities of providing mass rapid transit system for Hyderabad and is a public utility and a social sector project having many social benefits which would be bestowed upon a section of traveling public.
- Section 61 and 62 of The Electricity Act allow for differentiation on the basis of geographical positioning and the purpose for which supply is required. The nature of service provided, geographical area and purpose of HMR are different from that of the Indian Railways and hence qualify for separation.

Determination of Retail Supply Tariffs for FY 2016-17

- With regard to load factor of the service, as the HMR becomes fully operational, the movement of trains will be more frequent in the given limited area of operations and thus the load factor will be higher than that of the Railways.
- Further the HMR provides only passenger services unlike the Railways which carry goods and earn additional revenue from such services.

Hence, the Commission opines that HMR is eligible to be classified under a separate category as has been done in Delhi. The commercial operation of the HMR is anticipated to be commenced during the year FY2016-17 covering only a limited area of operations and at present its load constitutes construction and commercial loads. The Commission observes that the category cost of service cannot be ascertained at this stage and hence a sub-category can be created with lower tariff than that of the Indian Railways to accommodate the unique requirement of this category prior to major commercial operations. **Meanwhile the Commission directs TSSPDCL to study the consumption pattern for the portion of the commercial operation to commence during the year FY 2016-17 and propose the Category CoS for the subsequent year.**

Hence the sub-category HT-V (B) Hyderabad Metro Rail (HMR) under HT-V Railway traction is created as requested by the Discom in its original petition and after considering the facts explained. Categorization of Metro Rail as a separate category/ sub-category has also been allowed by DERC and KERC respectively.

2.37 **Railway has right to negotiate the tariff irrespective tariff policy**

Railway has been considered as a deemed licensee for its own consumption and thus Railway is on par with licensee (i.e. Discom) and thus railway to be given power as per the negotiated rates not annual tariff mode. Railway pleads Hon'ble commission to grant relief to Railway at cost of Rs.4.97/unit on par with the power purchase cost + 16% profit (Rs.4.27 power purchase cost for 2016-17) selling power to the other licensee.

Reply from Licensees

Fundamentally, the power cost at the generator bus needs to be grossed up with losses and network charges upto the relevant voltage level needs to be added to arrive at the cost of serving a particular consumer. It is not feasible to supply power at the rate suggested by the objector, as network losses and network charges are ignored. The PP cost grossed up with losses and network cost amounts to Rs.6.44/unit (Cost of Service).

Commission's view

If the Railways would like to avail of the status of a deemed Licensee, it can approach the Commission through a separate petition as per the regulations in force.



Telangana State Electricity Regulatory Commission

5thFloor, Singareni Bhavan, Red Hills, Lakdi-ka-pul,
Hyderabad 500004.

TARIFF ORDER

**Retail Supply Tariffs for
FY 2017-18**

In the supply areas of
Southern Power Distribution Company of Telangana Limited (TSNPDCL)
and
Northern Power Distribution Company of Telangana Limited (TSSPDCL)

26.08.2017

Commission's Ruling

- 6.7.2 The general principle of tariff structure is to have two part tariff, i.e. capacity/ fixed/ demand charges and energy charges. Accordingly, the Commission has fixed the two part tariff for HT categories except certain categories on technical grounds. Hence, it is not possible to determine a single part tariff. The Commission has introduced Two-part tariff for HT V(A) category and is dealt in Chapter 8.

6.8 HT V(B): HYDERABAD METRO RAIL*Licensees Proposal*

- 6.8.1 The DISCOMs requested the Commission to fix the energy charges for Hyderabad Metro Rail Traction at Average Cost of Service (CoS).

Commission's Ruling

- 6.8.2 The Commission has introduced two-part tariff for HT V(B) category.
- 6.8.3 The Commission has examined the proposal for fixing the energy charges to HMR Traction at Average Cost of Service (CoS) and presents its reasoning as below:
- HMR is a public utility that will be engaged in the activities of providing mass rapid transit system for Hyderabad and benefits would be bestowed upon a section of travelling public. The integral part of its core operations are identified as follows:
 - a. Traction load.
 - b. Access pathways to station such as elevators, staircases (including escalators) and platforms used for the purposes of boarding the train.
 - c. Enabling areas such as ticket counters, stations office, operation/control rooms, depots and public washrooms located within the station premises (excluding areas allotted for vehicle parking).

Commission approved clause

- 6.8.4 The terms and conditions for applicability of HT V(B) consumer category approved by the Commission in this Order are as follows:
- The tariff applicable for this category is laid out in Chapter 8.
 - This category is available for HMR to run its operations (other than construction projects) to the extent of following:

- a. Traction load.
 - b. Access pathways to the station such as elevators, staircases (including escalators) and platforms used for the purposes of boarding the train.
 - c. Enabling areas such as ticket counters, station office, operation/control rooms, depots and public washrooms located within the station premises (excluding areas allotted for vehicle parking).
- The commercial load (other than that in the above clause) at HMR Stations and other HMR premises including any retail counters that are set up under the Telangana Shops and Establishments Act, 1988 shall be metered and billed separately as per the relevant tariff category.

6.9 HT VII: TEMPORARY

6.9.1 The existing condition regarding the issue of connection under HT VII is as follows:

- Temporary supply can be given on the request of a consumer initially for a period up to 6 months as per the tariff applicable under the Temporary supply category. In case, the consumer requests for further extension, the same can be extended for another 6 months with the same tariff as applicable to Temporary supply category. After the expiry of 12 months, the consumer is at liberty to seek further extension provided, the consumer pays twice the regular tariff (i.e. the corresponding category) or the consumer has the choice of availing of regular supply.

Licensees Proposal

6.9.2 The DISCOMs have proposed to change the above stated condition as follows:

- Temporary supply can be given initially for a period up to one year as per the tariff applicable under the Temporary supply category. After the expiry of one year, the consumer is at liberty to seek further extension.

6.9.3 Further, the DISCOMs have proposed to add the following changes for applicability of HT VII category.

- Temporary supply is applicable to
 - All Construction activities like construction of all types of structures/infrastructure such as buildings, bridges, fly-overs, dams, Power Stations, roads, Aerodromes, tunnels for laying of pipelines, etc.
 - Exhibitions, circuses, outdoor film shootings, touring talkies, etc.
- This tariff category is applicable for connections that are temporary in nature and hence for construction purpose, a consumer shall be given a temporary connection only.

CHAPTER 9 - COMMISSION'S DIRECTIVES**A: EARLIER DIRECTIVES****9.1 IMPORTED COAL**

9.1.1 The DISCOMs are directed to verify whether imported coal is being procured through competitive bidding process, or under any guidelines issued in this regard by GoI, before admitting the Station wise power purchase bills.

9.2 QUALITY OF DOMESTIC COAL

9.2.1 The DISCOMs are directed to verify that the GCV of coal for which the price is being paid by its contracted generating stations should not be less than the minimum of the range of GCV specified for that particular grade.

9.3 TRANSPORTATION OF FAILED TRANSFORMERS

9.3.1 The DISCOMs shall ensure that the transportation of failed transformers is done at the cost of DISCOMs. In case, vehicle provided to sub-division, for this purpose, is unable to meet the requirement, replacement of failed DTRs should be done by hiring a private vehicle for this purpose only. For hiring the vehicles (the tractor trailers are available in villages) where ever necessary, the schedule of rates either on kilometer basis or on per day basis may be fixed. The DISCOMs are directed to submit the measures taken in this regard and expenditure incurred towards the same on half yearly basis.

9.4 SEGREGATION OF LOADS IN AIRPORT

9.4.1 The Licensee is directed to segregate aviation activity loads and non-aviation activity loads of the consumer (GMR International Airport at Hyderabad) at the DISCOM metering point itself so as to have separate metering for both categories of loads in order to bill under appropriate category and submit the report to the Commission by the end of September 30, 2017. The Licensee is also directed to conduct a study on the load pattern of aviation activity for computing the cost of service as directed earlier.

9.5 COST OF SERVICE OF HT V(B) HMR

9.5.1 The Commission directs SPDCL to study the consumption pattern for the portion of energy likely to be consumed for the commercial operation (after commencement) of HMR Railway Traction out of the total energy to be consumed during FY 2017-18 and propose the Cost of Service for the subsequent year so as to examine the same.

GOVERNMENT OF TELANGANA
ENERGY (BUDGET) DEPARTMENT

Letter No.1545/Budget/2015-1

Dt:16-03-2016

From
The Principal Secretary to Government (FAC),
Energy Department, D-Block,
Telangana Secretariat,
Hyderabad - 500 022.

To
The Chairman and Managing Director,
TS-SPDCL, Hyderabad.

Sir,

Sub: Energy Department - Hyderabad Metro Rail Project - Electricity Tariff -
Creation of separate consumer category and electricity tariff of the
HMR - Reg.

- Ref: 1. From the Managing Director, Hyderabad Metro Rail Ltd.,
Hyderabad, Lr.No.HMR/CEE/GEN/29, dt:6.1.2015
2. From the CMD, TS-SPDCL, Lr.No.CMD/(TSSPDCL)/ CGM (Comml.)
/SE (IPC) / DE(RAC)D.No.2733, dt:5.3.2015 t/w 27.6.2014,
31.7.2014
3. Govt. Letter No.111/Pr-I/2014-2 Energy (Power-I) Dept.,
dt:9.4.2015
4. Govt. Letter No.1545/M2/2015, MA&UD (M2) Dept., dt:4.2.2016
5. From the Managing Director, Hyderabad Metro Rail Ltd.,
Hyderabad, Lr.No.HMR/CEE/Tariff/02, dt:26.2.2016

-X-

I am to invite your attention to the references cited and to inform that the Managing Director, Hyderabad Metro Rail Ltd (HMRL) has sought *separate category and tariff as per the clause 6.4 of the Concession Agreement entered with the GoAP which stipulates that "the Government shall procure that the Rail System gets priority in the supply of electricity from the grid and the tariff thereof shall be determined on commercial principles such that the Rail System is not required to subsidize any or all other segments of electricity consumers"*.

2. After careful consideration of the matter, Government hereby accords permission for creation of separate category for the Hyderabad Metro Rail System (*excluding Real Estate Development portion*) and fixation of the tariff as per the clause 6.4 of the Concession Agreement. Accordingly, the Chairman and Managing Director, TSSPDCL is hereby directed to file ARR with TSERC "on cost basis " immediately and take necessary further action in the matter.

Yours faithfully,

M. S. Rao

for Principal Secretary to Government

Copy to:

The Chairman and Managing Director,
TS-SPDCL; Warangal
The MA&UD Department.
The Managing Director, Hyderabad Metro Rail Ltd (HMRL), Hyderabad.
SC

GOVERNMENT OF TELANGANA
ENERGY(BUDGET) DEPARTMENT

Letter No.149/Budget/2017-1,

Dt: 06-02-2017

From
The Spl.Chief Secretary to Government,
Energy Department,
Telangana Secretariat,
Hyderabad

To
The Chairman & Managing Director,
TS-SPDCL, Hyderabad. (w.e.)

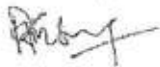
Sir,

Sub:- Energy Department - L & T Metro Rail, Hyderabad -
Determination of Tariff on Cost to Serve (CoS) Basis -
Forwarded - Reg.

Ref:- From the Managing Director and Chief Executive Officer, L & T
Metro Rail, Hyderabad Lr.No.LTMRHL/GEN/ALS/LETTER/
5040, Dt:26.10.2016.

I am to enclose herewith a copy of the reference cited and request you
to take necessary action as per concession agreement and TSERC instructions
immediately, under intimation to the Government.

Yours faithfully,


for SPL.CHIEF SECRETARY TO GOVERNMENT

Copy to:
The Managing Director & Chief Executive Officer,
L&T Metro Rail(Hyderabad) Ltd.
Hyderabad Metro Rail Administrative Building,
Uppal Main Road,
Hyderabad-500 039.
SF/SC.

C.No 149/2017
dt 03/02/17

Spl Chief Secy to Govt
Energy Dept Govt of (Telangana)
11 JAN 2017
150
TS Secretariat Hyderabad



L&T Metro Rail
Hyderabad



LTMRHL/GEN/ALS/LETTER/5040

26th October 2016

The Principal Secretary,
Energy Department,
Government of Telangana,
Secretariat, Hyderabad.

Kind Attn: Mr. Arvind Kumar, IAS

Dear Sir,

Sub: Hyderabad Metro Rail Project – Determination of Tariff on Cost to Serve ("CoS") Basis.
Ref:

- 1) Retail Supply Tariff Order for FY2016 -17 dated 23.06.2016.
- 2) Letter No.1545/Budget/2015-1 dated 16.03.2016.
- 3) Lr.No.CGM(CommI)/SE(IPC-II)/DE(RAC)/D.No.3277, dated 21.03.2016.
- 4) LTMRHL/GEN/ALS/LETTER/5018 dated 1st October 2016.

With reference to above we would like to state as follows:

- 1) Your good offices informed TSERC that the Government had accorded its permission to TS-SPDCL for creation of separate category for HMR System (excluding Real Estate Development portion) and fixation of tariff on CoS basis.
- 2) Pursuant to the directives of Government of Telangana under reference cited (2) above, TS-SPDCL vide reference cited (3) above filed an Addendum petition, to Aggregate Revenue Requirement & Tariff Application for Retail Supply Business for the year 2016-17, requesting the Hon'ble Commission for creation of Separate Category to HMR project and determination of tariff on "Cost of Serve" (CoS) basis
- 3) The Hon'ble Commission vide its Tariff Order 2016-17 dated 23.06.2016 had classified HMR into a separate sub-category viz., "HT-V (B) HMR" for the Financial Year 2016-17 with a tariff of Rs. 7.00/kWh. We have been paying the billed energy charges based on the said tariff.
- 4) It seems there was an interpretational issue with TSSPDCL and they have been billing the electricity usage for HMR at the erstwhile tariff category stating that HMR is eligible for the

*AS
SPDCL
for it a as
per concession
Agreement
TSERC
instructions
10/1/17*

*with
Budget*

Registered Office:
L&T Metro Rail (Hyderabad) Limited
Hyderabad Metro Rail Administrative Building, Uppal Main Road, Hyderabad - 500039, Telangana
Tel: +91 40 22080000-01, Fax: +91 40 22080771
GIN: U45300AP2010PLC070121

*MJ
11/1 J*



L&T Metro Rail
Hyderabad



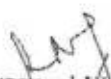
revised tariff only after commencement of commercial operation. We have taken up this issue with TSSPDCL separately vide our letter cited as (4) above.

In view of the above, we affirm and reiterate that the Hon'ble Commission created a distinct and separate category "HT-V (B) HMR" for the *Financial Year 2016-17 with a tariff of Rs. 7.00/kVh to HMR project* and advised TS-SPDCL to propose tariff on CoS for the *subsequent year*. However, recently TSSPDCL officials have been threatening us to disconnect the power supply to Nagole RSS thereby affecting the metro rail operations.

Therefore, we request you to kindly pass on necessary instruction to the concerned.

Thanking you,

For L&T Metro Rail (Hyderabad) Limited


Shivanand Nimbargi
Managing Director and Chief Executive Officer

Cc:

1. The Spl. Chief Secretary, MA&UD, Government of Telangana, Secretariat, Hyderabad.
2. Managing Director, Hyderabad Metro Rail Limited, Saifabad, Hyderabad.
3. The Secretary, Telangana State Electricity Regulatory Commission, Saifabad, Hyderabad.
4. The Chief General Manager (Finance), Southern Power Distribution Company of Telangana Ltd, 6-1-50, Mint Compound, Hyderabad -500 063

GOVERNMENT OF TELANGANA
ENERGY(BUDGET) DEPARTMENT

Letter No.158/Budget/2017-1,

Dt: 06-02-2017

From
The Spl.Chief Secretary to Government,
Energy Department,
Telangana Secretariat,
Hyderabad.

To
The Chairman & Managing Director,
TS-SPDCL, Hyderabad. (w.e.)

Sir,

Sub:- Energy Department - L & T Metro Rail, Hyderabad -
Concession Agreement - Open Access for Electricity -
Forwarded for information and taking further necessary action
- Reg.

Ref:- From the Managing Director and Chief Executive Officer, L & T
Metro Rail, Hyderabad Lr.No.LTMRHL/GEN/ALS/LETTER/
5224, Dt:16.12.2016.

I am to enclose herewith a copy of the reference cited and request you
to examine the issue and take necessary action in the matter immediately,
under intimation to the Government.

Yours faithfully,



for SPL.CHIEF SECRETARY TO GOVERNMENT

Sct

Copy to: *T. M. L. CEO*
The L&T Metro Rail(Hyderabad) Ltd.
Hyderabad Metro Rail Administrative Building,
Uppal Main Road,
Hyderabad-500 039.

SP

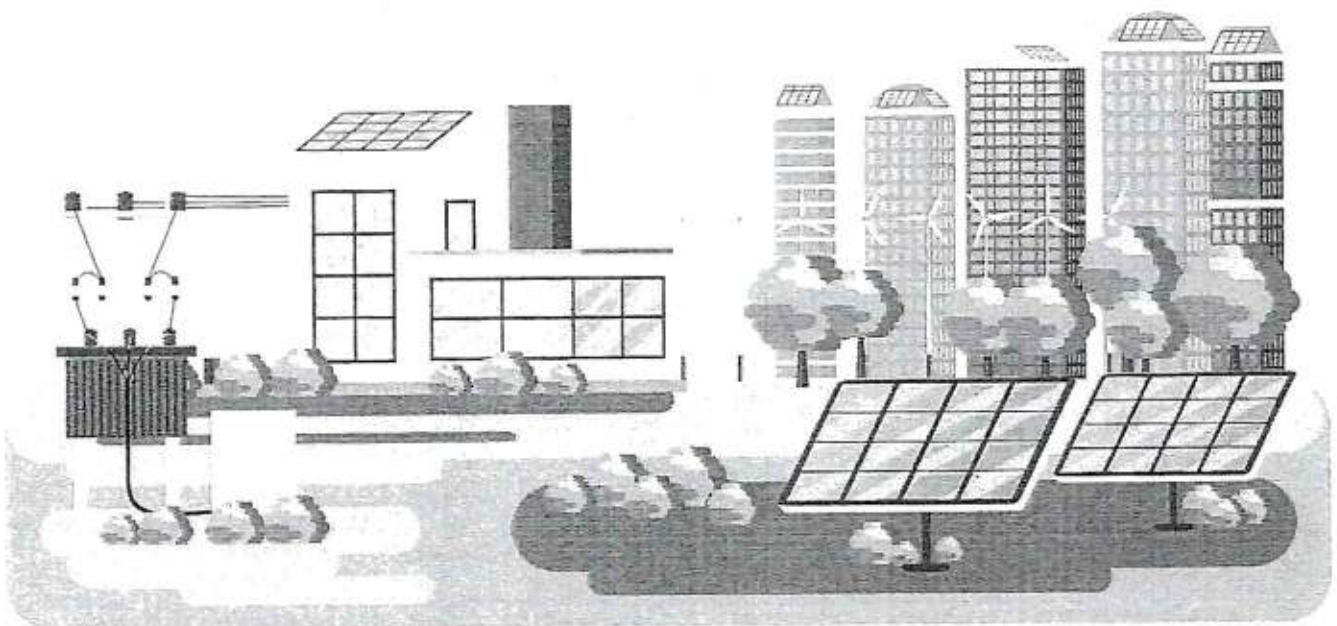


सत्यमेव जयते

Ministry of Power
Government of India

Ranking & Ninth Annual Integrated Rating: State Distribution Utilities

JULY, 2021



**Ranking & Ninth Annual Integrated Rating
of State Power Distribution Utilities
as per the Framework approved by Ministry of Power**

Submitted by :
ICRA Analytics Limited
and
CARE Advisory Research & Training Limited



July 2021

Ninth Annual Integrated Rating for State Power Distribution Utilities

UTILITY - WISE RANK & GRADE

Rank	Name of Utility	State	Rating Agency	9th IIR Grade (FY 2020)
1	Uttar Gujarat Vij Company Limited	Gujarat	ICRA	A+
2	Madhya Gujarat Vij Company Limited	Gujarat	ICRA	A+
3	Dakshin Gujarat Vij Company Limited	Gujarat	ICRA	A+
4	Paschim Gujarat Vij Company Limited	Gujarat	ICRA	A+
5	Dakshin Haryana Bijli Vitran Nigam Limited	Haryana	CARE	A+
6	Uttar Haryana Bijli Vitran Nigam Limited	Haryana	CARE	A
7	Punjab State Power Corporation Limited	Punjab	ICRA	A
8	Maharashtra State Electricity Distribution Company Ltd	Maharashtra	ICRA	A
9	Mangalore Electricity Supply Company Limited	Karnataka	ICRA	B+
10	Madhya Pradesh Pash. Kshetra Vidyut Vitaran Co Ltd.	Madhya Pradesh	CARE	B+
11	Hubli Electricity Supply Company Limited	Karnataka	ICRA	B+
12	Himachal Pradesh State Electricity Board Limited	Himachal Pradesh	CARE	B+
13	Uttarakhand Power Corporation Limited	Uttarakhand	CARE	B+
14	Kerala State Electricity Board Limited	Kerala	CARE	B+
15	Bangalore Electricity Supply Company Limited	Karnataka	ICRA	B+
16	Gulbarga Electricity Supply Company Limited	Karnataka	ICRA	B+
17	West Bengal State Electricity Distribution Company Ltd	West Bengal	ICRA	B+
18	Paschimanchal Vidyut Vitaran Nigam Limited	Uttar Pradesh	ICRA	B+
19	Southern Power Distribution Company of AP Limited	Andhra Pradesh	CARE	B
20	Chamundeswari Electricity Supply Corporation Ltd.	Karnataka	ICRA	B
21	North Bihar Power Distribution Co. Ltd.	Bihar	ICRA	B
22	Kanpur Electricity Supply Company Limited	Uttar Pradesh	ICRA	B
23	Southern Power Distribution Company of Telangana Limited	Telangana	CARE	B
24	Madhyanchal Vidyut Vitaran Nigam Limited	Uttar Pradesh	ICRA	B
25	South Bihar Power Distribution Co. Ltd.	Bihar	ICRA	C+
26	Ajmer Vidyut Vitran Nigam Limited	Rajasthan	CARE	C+
27	Purvanchal Vidyut Vitaran Nigam Limited	Uttar Pradesh	ICRA	C+
28	Madhya Pradesh Poorv Kshetra Vidyut Vitaran Co Ltd	Madhya Pradesh	CARE	C+
29	Dakshinanchal Vidyut Vitaran Nigam Limited	Uttar Pradesh	ICRA	C+
30	Chhattisgarh State Power Distribution Company Ltd.	Chhattisgarh	CARE	C+
31	Madhya Pradesh Madhya Kshetra Vidyut Vitaran Co Ltd	Madhya Pradesh	CARE	C+
32	Assam Power Distribution Company Limited	Assam	ICRA	C+
33	Northern Power Distribution Company of Telangana Limited	Telangana	CARE	C+
34	Eastern Power Distribution Company of AP Limited	Andhra Pradesh	CARE	C
35	Jaipur Vidyut Vitran Nigam Limited	Rajasthan	CARE	C
36	Meghalaya Power Distribution Corporation Limited	Meghalaya	CARE	C
37	Jharkhand Bijli Vitran Nigam Limited	Jharkhand	CARE	C
38	Manipur State Power Distribution Company Limited	Manipur	CARE	C
39	Tripura State Electricity Corporation Limited	Tripura	CARE	C
40	Tamil Nadu Generation and Distribution Corporation	Tamil Nadu	ICRA	C
41	Jodhpur Vidyut Vitran Nigam Limited	Rajasthan	CARE	C

Section III

Utility Rating Summary (region-wise)

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2	Uttar Haryana Bijli Vitran Nigam Limited	Haryana	14
3	Himachal Pradesh State Electricity Board Limited	Himachal Pradesh	15
4	Punjab State Power Corporation Limited	Punjab	16
5	Ajmer Vidyut Vitran Nigam Limited	Rajasthan	17
6	Jodhpur Vidyut Vitran Nigam Limited	Rajasthan	18
7	Jaipur Vidyut Vitran Nigam Limited	Rajasthan	19
8	Uttarakhand Power Corporation Limited	Uttarakhand	20
9	Kanpur Electricity Supply Company Limited	Uttar Pradesh	21
10	Paschimanchal Vidyut Vitran Nigam Limited	Uttar Pradesh	22
11	Madhyanchal Vidyut Vitran Nigam Limited	Uttar Pradesh	23
12	Purvanchal Vidyut Vitran Nigam Limited	Uttar Pradesh	24
13	Dakshinanchal Vidyut Vitran Nigam Limited	Uttar Pradesh	25
EASTERN & NORTH-EASTERN REGION			
14	Assam Power Distribution Company Limited	Assam	26
15	North Bihar Power Distribution Company Limited	Bihar	27
16	South Bihar Power Distribution Company Limited	Bihar	28
17	Jharkhand Bijli Vitran Nigam Limited	Jharkhand	29
18	Manipur State Power Distribution Company Limited	Manipur	30
19	Meghalaya Power Distribution Corporation Limited	Meghalaya	31
20	Tripura State Electricity Corporation Limited	Tripura	32
21	West Bengal State Electricity Distribution Company Limited	West Bengal	33
WESTERN REGION			
22	Chhattisgarh State Power Distribution Company Limited	Chhattisgarh	34
23	Uttar Gujarat Vij Company Limited	Gujarat	35
24	Dakshin Gujarat Vij Company Limited	Gujarat	36
25	Madhya Gujarat Vij Company Limited	Gujarat	37
26	Paschim Gujarat Vij Company Limited	Gujarat	38
27	Madhya Pradesh Paschim Kshetra Vidyut Vitaran Company Limited	Madhya Pradesh	39
28	Madhya Pradesh Poorv Kshetra Vidyut Vitaran Company Limited	Madhya Pradesh	40
29	Madhya Pradesh Madhya Kshetra Vidyut Vitaran Company Limited	Madhya Pradesh	41
30	Maharashtra State Electricity Distribution Company Limited	Maharashtra	42
SOUTHERN REGION			
31	Eastern Power Distribution Company of Andhra Pradesh Limited	Andhra Pradesh	43
32	Southern Power Distribution Company of Andhra Pradesh Limited	Andhra Pradesh	44
33	Bangalore Electricity Supply Company Limited	Karnataka	45
34	Mangalore Electricity Supply Company Limited	Karnataka	46
35	Gulbarga Electricity Supply Company Limited	Karnataka	47
36	Chamundeshwari Electricity Supply Corporation Limited	Karnataka	48
37	Hubli Electricity Supply Company Limited	Karnataka	49
38	Kerala State Electricity Board Limited	Kerala	50
39	Tamil Nadu Generation & Distribution Corporation Limited	Tamil Nadu	51
40	Southern Power Distribution Company of Telangana Limited	Telangana	52
41	Northern Power Distribution Company of Telangana Limited	Telangana	53

B**SOUTHERN POWER DISTRIBUTION COMPANY OF TELANGANA LIMITED****Background**

Southern Power Distribution Company of Telangana Limited (TSSPDCL), erstwhile APCPDCL (Andhra Pradesh Central Power Distribution Company Limited) is operating in the state of Telangana covering fifteen districts and catering to over 9.2 million consumers. Erstwhile APCPDCL was formed on March 31, 2000. Consequent on enactment of Andhra Pradesh (AP) Reorganization Bill, 2014, the name of the Company has been changed to Southern Power Distribution Company of Telangana Limited with effect from June 02, 2014. Presently TSSPDCL operates as a distribution licensee in the southern part of Telangana covering fifteen districts, i.e. Hyderabad, Sangareddy, Medak, Siddipet, Mahabubnagar, Wanaparthy, Nagarkurnool, Gadwal, Nalgonda, Suryapet, Yadadri, Rangareddy, Vikarabad, Medchal and Narayanpet.

Key Strengths

- Satisfactory AT&C losses at 15.41% during FY 2020
- Satisfactory billing efficiency of around 93% and cost efficiency parameters in term of O&M/admin
- Satisfactory power purchase planning with over 90% of power being purchased through Long Term Power Purchase Agreements

Key Concerns

- High power purchase cost than the benchmark
- Non-filing of tariff petition for FY 2020 and FY 2021 within the stipulated timelines
- Continuous loss registered in last three years and low cost coverage ratio at 0.75x in FY 2020
- High collection and payable days at 142 days and 291 days respectively in FY 2020
- No automatic pass through of fuel cost

Key Actionables

- Reduction in AT&C losses and improvement in collection efficiency
- Timely receipt of subsidy due from the State Government
- Timely filing of tariff petition
- Reduction in receivable and payable days
- Cost coverage to be improved through suitable tariff revision and cost rationalization

NORTHERN POWER DISTRIBUTION COMPANY OF TELANGANA LIMITED**C+****Background**

The Northern Power Distribution Company of Telangana Limited (TSNPDCL), erstwhile APNPDCL (Andhra Pradesh Northern Power Distribution Company Limited) was incorporated under the Companies Act, 1956 as a Public Limited Company on March 30, 2000 to carry out electricity distribution business as part of the unbundling of erstwhile Andhra Pradesh State Electricity Board. Consequent on enactment of Andhra Pradesh (AP) Reorganization Bill, 2014, the name of the Company has been changed to Northern Power Distribution Company of Telangana Limited with effect from June 02, 2014. The company provides electricity to Mancherial, Nirmal, Kumram Bheem, Kamareddy, Peddapalli, Jagtial, Rajanna, Warangal Urban, Warangal Rural, Mahabubnagar, Prof Jayashankar, Jangaon, Bhadradi, Karminagar, Khammam, Nizamabad and Adilabad districts.

Key Strengths

- Satisfactory billing efficiency of around 91% and cost efficiency parameters in term of O&M/admin
- Satisfactory power purchase planning with over 91% of power being purchased through Long Term Power Purchase Agreements

Key Concerns

- Deterioration in AT&C loss to 34.49% in FY 2020 as compared to 26.66% in FY 2019
- High power purchase cost at ₹ 5.26 per unit in FY 2020
- Non-filing of tariff petition for FY 2021 and FY 2022 within the stipulated timelines
- Low cost coverage ratio (0.66x for FY 2020) owing to high power purchase costs and non-receipt of subsidy
- No automatic pass through of fuel cost
- High collection and payable days at 273 days and 393 days respectively in FY 2020

Key Actionables

- Reduction in AT&C loss level and improvement in collection efficiency
- Timely receipt of subsidy due from the State Government
- Timely filing of Tariff petition
- Reduction in receivable and payable days
- Cost coverage to be improved through suitable tariff revision and rationalization of costs



CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE 38TH MEETING OF THE BOARD OF DIRECTORS OF L&T METRO RAIL (HYDERABAD) LIMITED HELD ON WEDNESDAY, 17TH DAY OF OCTOBER 2018 AT LANDMARK BUILDING, 2ND FLOOR, SUREN ROAD, ANDHERI EAST, MUMBAI, MAHARASHTRA – 400 093.

AUTHORISATION TO HEAD-LEGAL AND COMPANY SECRETARY:

"RESOLVED THAT Mr. Chandrachud D Paliwal, Head-Legal and Company Secretary of the Company be and is hereby authorized to sign, file and submit deeds, documents, affidavits, vakalatnamas, petitions, counters for and on behalf of the Company and represent the Company before the judicial, quasi-judicial, revenue authorities and other governmental agencies/ bodies/ authorities and to file the relevant e-forms with the Ministry of Corporate Affairs."

RESOLVED FURTHER THAT the Managing Director and Chief Executive Officer or any other director of the Company be and are hereby severally authorized to issue a certified true copy of this resolution to any authority, as and when required with a request to act thereon."

//CERTIFIED TRUE COPY//

FOR L&T METRO RAIL (HYDERABAD) LIMITED

A handwritten signature in blue ink, appearing to read 'KVB Reddy', is written over the printed name.

K V B REDDY

MANAGING DIRECTOR AND CHIEF EXECUTIVE OFFICER

CERTIFIED TRUE COPY
For L&T Metro Rail (Hyderabad) Limited

A handwritten signature in blue ink, appearing to read 'C. Paliwal', is written over the printed name.

Company Secretary