COURT-1

IN THE APPELLATE TRIBUNAL FOR ELECTRICITY
(Appellate Jurisdiction)

APL No. 116 OF 2025 & IA No. 543 OF 2025

Dated: 31st July, 2025

Present: Hon`ble Mr. Justice Ramesh Ranganathan, Chairperson
Hon`ble Ms. Seema Gupta, Technical Member (Electricity)

In the matter of:

Juniper Green Energy Private Limited .... Appellant(s)

Versus

Damodar Valley Corporation & Ors. .... Respondent(s)

Counsel on record for the Appellant(s) : Vishrov Mukerjee
Janmali Gopal Rao Manikala
Nishtha Kumar
Yashaswi Kant
Girik Bhalla
Raghav Malhotra
Damodar Solanki
Priyanka Vyas
Anamika Rana
Juhi Senguttuvan
Rohan Sachdev
for App. 1

Counsel on record for the Respondent(s) : Shri Venkatesh
Shryeshth Ramesh Sharma
Kanika Chugh
Ashutosh Kumar Srivastava
Abhishek Nangia
Akash Lamba
Nihal Bhardwaj
Siddharth Nigotia
Surbhi Kapoor
Kartikay Trivedi
Aashwyn Singh
Mohit Gupta
Manu Tiwari
Harsh Vardhan
Aniket Kanhaua
Suhael Buttan
Priya Dhankar
Anant Singh
Vineet Kumar

Nikunj Bhatnagar
Kunal Veer Chopra
Vedant Choudhary
Tarang Saraogi
Shivam Kumar
for Res. 1

Matrugupta Mishra
Swagatika Sahoo
Sonakshi
Nipun Dave
Akanksha V. Ingole
for Res. 2

ORDER

IA NO. 543 OF 2025
(For interim relief)

While Mr. Vishrov Mukerjee, Learned Counsel for the Appellant, would submit that, in the light of the interim order passed by this Tribunal on 21.04.2025, no further orders need be passed in this IA, and the IA be closed leaving it open to the Appellant, if need be, to move an IA later, the said request is opposed by Mr. Matrugupta Mishra, Learned Counsel for the 2nd Respondent-RECPDCL.

In our earlier order dated 21.04.2025, we had noted that the Appellant, on being declared the successful bidder in the Section 63 process, had furnished a bank guarantee for Rs.6.63 Crores. We had noted the submission urged on behalf of the Appellants that, since invocation of the bank guarantee would affect the Appellant's credibility with financial institutions and banks; they had already deposited the said sum of Rs.6.63 Crores with the 2nd Respondent on 19.04.2025; and, since they had already deposited the money, the 2nd Respondent be directed to return the bank guarantee furnished by them earlier. This Tribunal then observed that, as the Appellant had already paid the amount which the 2nd Respondent would have been entitled to receive on invocation of the bank guarantee, there was no reason to deny the

Appellant's request for the bank guarantee to be returned to them. The 2nd Respondent was directed to return the bank guarantee, furnished to them by the Appellant, within three weeks, and it was made clear that the amount so deposited by the Appellant with the 2nd Respondent, and the bank guarantee returned by the 2nd Respondent to them, shall both be subject to further orders being passed in the IA for interim relief.

While recording the submission of Mr. Shri Venkatesh, Learned Counsel for the 1st Respondent, that no coercive steps would be taken by them in the interregnum, this Tribunal had granted them three weeks to file their reply, and one week thereafter for the Appellant to file rejoinder.

Damodar Valley Corporation was the 1st Respondent in the Appeal, and the Rural Electrification Corporation Power Development and Consultancy Limited was the 2nd Respondent. Despite service of notice, it was only the Damodar Valley Corporation which had entered appearance through Counsel before the matter was taken up for hearing on 21.04.2025, and no counsel had entered appearance on behalf of Rural Electrification Corporation Power Development and Consultancy Limited by then.

Mr. Vishrov Mukerjee, Learned Counsel for the Appellant, would submit that, since the amount representing the bank guarantee has already been deposited with the Respondent and the bank guarantee furnished by them has been returned, the only issue which remains is the direction issued by the Commission to the Appellant to execute a PPA; since no coercive steps have been taken by the Respondents in this regard, no further orders need be passed in this I.A; and, it would suffice if the Appellant were to be granted liberty to move an I.A afresh, in case any coercive steps were to be taken by the Respondents in this regard, later.

While Mr. Shri Venkatesh, Learned Counsel for Damodar Valley Corporation, has no objection to such a course of taken being taken, Mr. Matrugupta Mishra, Learned Counsel for RECPDCL, would however contend that the correspondence filed by them, along with the reply, showed that the Appellant had agreed to deposit the money representing the bank guarantee, and they had only requested RECPDCL to retain the bank guarantee without encashing it; and, since the bank guarantee has already been returned in compliance with the order of this Tribunal dated 21.04.2025, an order be passed holding that, even in the event of the Appellant's success in the main appeal, RECPDCL should not be called upon to pay interest, for the amount so deposited by the Appellant, in the interregnum.

As noted hereinabove, no counsel had filed vakalatnama on behalf of RECPDCL by the time the matter was listed for hearing on 21.04.2025. The submission now made, with reference to the correspondence which ensued, is after RECPDCL had, in compliance with the said order dated 21.04.2025, returned the bank guarantee.

In so far as the claim of RECPDCL, that no interest should be imposed on them for the amount deposited by the Appellant voluntarily, is concerned these are all questions the answer to which must await a final adjudication of the main appeal. Suffice it to make it clear that it is open to RECPDCL to urge the afore-said contentions when the main appeal is taken up for final hearing; and these contentions, along with the contentions urged on merits, shall be examined when the appeal is finally heard and adjudicated.

In the light of the submissions urged on behalf of the Appellant, we dispose of the I.A as the Appellant does not press for the grant of any other relief for the present. The Appellant is granted liberty, if need be

later and in case any coercive action is taken against them for execution of the PPA, to file an I.A afresh.

APPEAL NO. 116 OF 2025

Learned Counsel, on both sides, agree that pleadings are complete, the issue involved in this appeal is short, and the Appeal be included in the 'List of Short Matters'.

Registry to verify whether pleadings are complete and, thereafter, include this Appeal in the '**List of Short Matters**' to be taken up from there, in its turn.

Seema Gupta
Technical Member (Electricity)

Justice Ramesh Ranganathan
Chairperson

tpd/sk