IN THE HIGH COURT FOR THE STATE OF TELANGANA

AT HYDERABAD

IA.NO. of 2020

IN

W.P.No. 8090 of 2021

Between:

M/s Cement Corporation of India Ltd VKB 411

A Govt of India Enterprise Tandur Cement Factory Tandur

Vikarabad Ranga Reddy District Rep by its HOD E and I Mr M Ramana Murthy

… Petitioner

AND

1. Southern Power Distribution Company Ltd  
of Telangana State Mint Compound Hyderabad Represented by its Chairman and Managing Director

2. The Chief General Manager IPC and RAC  
TSSPDCL Corporate Office Ground Floor Mint Compound Hyderabad63

3. The Superintendent Engineer Operation Circle  
TSSPDCL Vikarabad

4. The Senior Accounts Officer Operations Circle  
TSSPDCL Vikarabad

5. Andhra Pradesh Gas Power Corporation Limited  
Regd Office 201 My Home Sarovar Plaza Near Secretariat Hyderabad rep by its Managing Director

Respondents

COUNTER AFFIDAVIT FILED BY RESPONDENT No.

I, S/o. age: years Occ do hereby solemnly affirm and state on oath as follows:

I am working as and as such I am well acquainted with the facts of the case and authorized to swear this affidavit on behalf of other Respondents.

1. In reply to para 4 it is submitted that after bifurcation of erstwhile Andhra Pradesh state and A.P. Re-organisation Act-2014, the transmission networks of AP and Telangana states are separated as per the state territories. The Andhra Pradesh Gas Power Corporation Limited (APGPCL) generator located in Andhra Pradesh state is generating power and injecting into the transmission net work of A.P. state, hence the provisions of CERC (Open Access in Inter - State Transmission) Regulations, 2008 are applicable.

The Central Government is empowered under Section 25 of the Electricity Act, 2003 to make region wise demarcation of the country for efficient, economical and integrated transmission and supply of electricity and to facilitate coordination of facilities for inter-state, regional transmission of electricity. The Southern Region Load Despatch centre (SRLDC), Bengaluru is the nodal agency established under Section 27 of the Electricity Act, 2003 for transmission of inter-state power in southern region and is located in Bengaluru, Karnataka State. The State load Dispatch Center has been established under Section 31 of the electricity Act 2003. The State Load Dispatch Center established for the state of Andhra Pradesh is known as the, Andhra Pradesh State Load Dispatch Center (APSLDC). The state Load Dispatch Center established for the state of Telangana is known as the Telangana State Load Dispatch Center (TSSLDC).

The power generated by the Respondent-5 is not received directly by the Respondent-1 company. The REspondnt-5 has to declare the generation capacity and intimate the same to Andhra Pradesh State Load Dispatch centre (APSLDC) on day-ahead basis. The APSLDC in turn intimates the same to Southern Region Load Despatch centre (SRLDC). The Telangana State Load Dispatch centre(TSSLDC) is receiving share of petitioner and other share holders collectively from Southern Region Load Despatch centre (SRLDC). The SRLDC is communicating the APGPCL power schedules to Telangana State Load Dispatch centre(TSSLDC), day wise and 15 min time block wise.

2. In reply to para 5 it is submitted that the Memorandum of Understanding for stage-1 was entered on 17.10.1988 and stage-2 was entered on 19.04.1997 by APGPCL i.e. very much prior to enactment of Indian Electricity Act 2003. As such the conditions in Memorandum of Understanding are different from Electricity Act-2003. As per the Electricity Act 2003, all previous agreements, which are inconsistent are to be modified in line with the new Electricity Act 2003. The Respondent-5 was requested to modify the MOU. But the MoU was neither modified nor new agreement was entered. The Petitioner relied on the MoU for Stage-2 which expired on 26.12.2012. There is no statutory protection to the MoU for stage-2. Therefore, the Petitioner’s contention that the expired tripartite agreement MOU-II is still valid is totally false.

3. It is further submitted that the allegation of the Petitioner that the MOUs stand extended to any length of period for having incorporated the clause “that the agreement may be mutually extended” is false. The MOU-II does not stipulate that the agreement shall stand extended but only states that the agreement may be mutually extended or renewed or replaced by another agreement on such terms and for such further period of time as the parties may mutually agree. There is no clause in the said MOUs that the MOUs shall stand extended till the life of the Power Plant of the Respondent-5.

4. In reply to para 6 & 7 it is submitted that prior to erstwhile Andhra Pradesh state bifurcation, the transmission of power from Respondent-5 to the shareholders were treated as Intra-State Open Access (within State) and were governed by APERC Regulations called Terms and Conditions of Open Access, Regulation, 2005 and Interim Balancing and Settlement Code Regulation, 2006 and their subsequent amendments. The State Transmission Utility (STU/Transco) is the nodal agency for all long-term intra-state open access transactions. Accordingly, Transco/Discoms have given credit to the power and demand supplied by the APGPCL to the HT Consumers (Participating Industries of APGPCL) by deducting the same from the total recorded energy and demand.

After bifurcation of Andhra Pradesh State w.e.f. 02.06.2014 and A.P. Re-organisation Act-2014, the transmission networks of AP and Telangana states are separated as per the state territories. Hence the transmission of power from Respondent-5 to the shareholders are to be treated as Inter-State Open Access transactions and are governed by CERC regulations called Open Access in inter-State Transmission, Regulations, 2008 and Deviation Settlement Mechanism and Related Matters, Regulations, 2014 and their subsequent amendments. For inter-state transmission of power within the Southern Region of India, the SRLDC, Bengaluru is the nodal agency. For inter-state open access, entering into Inter-State Open Access agreement with SRLDC is one of the requirements as per CERC Regulations.

5. In reply to para 8 & 9 it is submitted that Consequent to the formation of new Telangana state, the State of Telangana has constituted State Electricity Regulatory Commission (TSERC) for Telangana and it started functioning from 02.11.2014 onwards. The decision on the matter of applicability of Open Access or continuance of concluded MOU taken by APERC will not bind the share holders located in Telangana state as the jurisdiction of APERC is now restricted to Andhra Pradesh state and APERC cannot override CERC (Open Access in Interstate transmission) Regulations 2008.

Post bifurcation of Andhra Pradesh State, as per A.P. Re-organisation Act,2014 the total network, liabilities and drawl of energy accounts of two States Andhra Pradesh and Telangana are separated and charges are levied by the respective SRLDC for each state separately for the deviations of energy drawl by their consumers. Hence, it is necessary to enter into Open Access agreement by the Respondent-5 to the extent of share of Petitioner located in Telangana state as per Interstate Open Access Regulations 2008 framed by CERC.

Further, it is submitted that even though the agreement to wheel the power between the Respondents 1 to 4, the Respondent-5 and the petitioner expired on 26.12.2012, the power supply is being continued to the Petitioner as per the interim directions of this Hon’ble High Court in WPMP 17300 of 2015 in W.P.No.13182 of 2015 which is as follows:

“ There shall be interim direction to the Respondents not to take any further steps by means of stopping the discharge of energy subject to the condition of the Petitioner paying wheeling charges, if any, due”.

But, the Petitioner is deducting payment of the energy and demand charges consumed from Respondent- 1 Company and is not at all paying Wheeling Charges raised. As the petitioner having violated the orders passed by this Hon’ble High Court, the Respondents are at liberty to take appropriate action.

6. In reply to para 10 it is submitted that if any power is scheduled from one State to another State, these transactions are to be treated as Inter-State Open Access transactions and are governed by CERC regulations called Open Access in inter-State Transmission, Regulations, 2008 and Deviation Settlement Mechanism and Related Matters, Regulations, 2014 and their subsequent amendments. Hence, it is mandatory that the Petitioner or any other person to whom the Power is wheeled has to necessarily enter into Inter-State Open Access agreements with the Discom where the power is being received.

Further, it is submitted that the Petitioner is liable to pay the Wheeling charges as agreed upon in the MoU apart from other applicable charges as per CERC Regulations and is not entitled to claim any deductions in the charges payable. Once Power is being scheduled to another State, the petitioner has to comply with CERC Interstate open Access Regulations 2008.

7. In reply to para 11 to 13 it is submitted that as per terms of MOU, the Respondent-5 has to deduct the wheeling charges in kind i.e, @12.5% in Stage-1 and @10% in Stage-2 and has to pay Respondents 1 to 4. Before December-2019, the Respondent-5 deducted the applicable wheeling charges in kind @12.5% in Stage-1 and @10% in Stage-2 from the energy share of the Petitioner. But from the months of December-2019 onwards, the Respondent-5 has not deducted the applicable wheeling charges in kind from the share of Petitioner but communicated the Gross energy for deduction in the bill to be issued to the Petitioner by the Respondent-1 company. The said allocation sheet is enclosed herewith. Thus, Repondent-5 is violating the terms and conditions of MOU and the order of this Hon’ble High Court made in WPMP 17300 of 2015 in W.P.No.13182 of 2015.

Further, a judgment delivered by the Hon’ble Supreme Court of India on 29.11.2019 in Civil Appeal No. 4569 of 2003 (Wheeling Charges Batch Cases) stated that, the wheeling charges and the grid support charges are to be collected as per the ERC tariff orders from corresponding scheduled consumers who are wheeling energy under Power Wheeling and Purchase Agreement and settlements carried out based on the above orders.

Further, it is submitted that the Petitioner is liable to pay the Wheeling charges apart from other applicable charges as per CERC Regulations and is not entitled to claim any deductions in the charges payable. Since, the power is being scheduled from one State to another State, these transactions are to be treated as Inter-State Open Access transactions and are governed by CERC regulations called Open Access in inter-State Transmission, Regulations, 2008 and Deviation Settlement Mechanism and Related Matters, Regulations, 2014 and their subsequent amendments.

8. In reply to para 14 to 16 it is submitted that the share of the petitioner from Respondent-5 as communicated by SRLDC, Bengaluru was adjusted by TSSPDCL and bill was raised for balance energy consumed by the petitioner from Respondent 1to 4 company for an amount of Rs 2,21,54,025/- for the month of May 2018. The consumer paid an amount of Rs 80,04,049/- only and an amount of Rs 1,41,49,976/- is due from the Petitioner. Similarly the petitioner less paid an amount of Rs.1,88,84,291 for Sept’2018 and Rs.2,50,000 for Oct’18 and Rs.2,33,54,591 for Nov’18. Hence notices were issued to the Petitioner to clear the short payments made to the Respondent company.

If the petitioners are not making payments as per the demand raised in the bills, the DISCOM will be short of funds and will not be able to procure power and supply the same to all its consumers.

9. In reply to para 17 it is submitted that the Petitioner has paid less amounts for the months from May-2019 to January-2020 as detailed below for which notice was issued through Letter No.SE/OP/VKB/SAO/JAO(HT)/D.No:2977, Dt 29-02-2020.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| MONTH | Amount raised in the CC bill | Amount paid by the Petitioner | Shortfall Amount to be paid by the Petitioner | Amount to be Paid Excluding Cross Subsidy &Transmission Charges |
| May-19 | 1,78,51,168 | 93,83,219 | 84,67,949 | 77,42,373 |
| Jun-19 | 5,81,92,971 | 3,83,60,226 | 1,98,32,745 | 1,62,80,331 |
| Jul-19 | 4,19,91,161 | 2,26,58,145 | 1,93,33,016 | 1,56,07,307 |
| Aug-19 | 3,38,26,273 | 76,84,519 | 2,61,41,754 | 2,05,45,125 |
| Sep-19 | 2,63,47,143 | 82,39,689 | 1,81,07,454 | 1,51,92,690 |
| Oct-19 | 1,69,66,588 | 77,00,180 | 92,66,408 | 80,08,251 |
| Nov-19 | 1,65,00,526 | 75,47,234 | 89,53,292 | 82,92,748 |
| Dec-19 | 1,85,95,166 | 89,57,198 | 96,37,968 | 84,39,225 |
| Jan-20 | 3,31,71,241 | 76,55,087 | 2,55,16,154 | 1,99,86,564 |
| Total amount due by the Petitioner | | | | 12,00,94,614 |

Further, it is submitted that post bifurcation of erstwhile Andhra Pradesh state and A.P. Re-Organisation Act-2014, the transmission networks of both the states are separated and the transmission lines cutting across the states are to be treated as inter-state transmission lines. Hence the Southern Region Load Despatch centre (SRLDC), Bengaluru, which is the nodal agency for inter-state transmission of power in southern region for transmission of power is communicating the power schedules from Respondent-5 to Telangana state on daily basis for each 15min. time block. The APGPCL generator is declaring the generation capacity and intimating to Andhra Pradesh State Load Dispatch centre (APSLDC) on day-ahead basis. The APSLDC in turn intimate to Southern Region Load Despatch centre (SRLDC), Bengaluru. Thus the Telangana State Load Dispatch centre(TSSLDC) is receiving share of APGPCL power from Southern Region Load Despatch centre (SRLDC), Bengaluru and not directly from APGPCL i.e. Respondent-5. The SRLDC is communicating the APGPCL power schedules to Telangana State Load Dispatch centre(TSSLDC), day wise and 15 min time block wise as per CERC Regulations 2008 for inter-state transmission of power. Hence, the power from Respondent-5 to the extent of Petitioner’s share shall have to be adjusted in line with the power schedules received from SRLDC only. The said collective energy schedules received from Southern Region Load Despatch centre (SRLDC) by Respondents 1 to 4 is filed herewith for kind perusal of this Honorable Court.

Further, the petitioner has to draw the scheduled power as communicated and received from SRLDC. But during certain instances, the petitioner has not drawn the entire power as scheduled by the SRLDC and deviated from the energy schedules. Hence, the net energy drawn by the petitioner was adjusted in the bills issued by the company of Respondent 1 to 4. Further the deviations by the petitioner impacts the energy schedules of Telangana state. Hence deviation charges levied by SRLDC to Telangana state are passed on to the petitioner against the less units consumed by the petitioner in the respective monthly bills.

10. In reply to para 18 to 22 it is submitted that As per A.P. Reorganisation Act -2014, Part-XII ( Legal and Miscellaneous Provisions), 12th Schedule, clause-c(5), the transmission networks of A.P. and Telanagana states are separated and the transmission lines cutting across the state territories shall be treated as inter-state transmission lines. Hence the energy accounts for A.P and Telangana states are dealt separately by SRLDC.

The APGPCL generator is located in A.P. state and the petitioner is located in Telangana state. The APGPCL generator is injecting the power generated into the transmission network of A.P. State but not Telanagana State. As per CERC regulations 2008, Southern Region Load Despatch centre (SRLDC), Bengaluru is the nodal agency for inter-state transmission of power in southern region. Hence the collective energy schedules of petitioner and other share holders from Respondent-5 i.e. APGPCL are being communicated by SRLDC on daily basis for each 15 min. time block and are received by Telangana State Load Dispatch centre(TSSLDC) as per the terms and conditions of inter-state transmission of Power. The Respondent-5 has to allocate the energy to the Petitioner and other share holders as per the collective energy schedules communicated by SRLDC and received by Telangana state. It is to submit that there is a wide variation in the collective energy schedules received from Southern Region Load Despatch centre (SRLDC) by TSSPDCL and actual energy allocation by Respondent-5 i.e. APGPCL to the share holders located in Telangana State on monthly basis. The differential amount requested by the Respondent company is not due to the 15 min. time block consideration. But, due to excess energy allocated by APGPCL than the energy schedules received by TSSPDCL from SRLDC, Bengaluru.

During the period from Feb-20 to Mar-21, for the months of Feb’20 to Jun’20, Aug’20 to Sep’20 & Dec’20,Mar’21 the APGPCL allocated excess power than the actual energy schedules received by TSSPDCL from SRLDC, Bengaluru. Whereas for the months of July’20, Oct’20, Nov’20 the APGPCL allocated less power than the actual energy schedules received by TSSPDCL from SRLDC and there is a total shortfall of 2,26,90,404 units are under received by TSSPDCL when compared to the actual allocation of power to the participating industries existing in Telangana state by APGPCL.

The month wise total allocation by APGPCL to the share holders existing in Telangana state and the collective schedules received from SRLDC by TSSPDCL since the month of Feb-2020 are as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| Month | Collective Energy allocation by APGPCL | Collective energy schedules received by TSSPDCL from SRLDC | Energy Under received by TSSPDCL |
| Feb-20 | 2,84,62,841 | 2,53,61,780 | -31,01,061 |
| Mar-20 | 2,88,05,662 | 2,85,46,290 | -2,59,372 |
| May-20 | 2,55,57,774 | 2,35,26,235 | -20,31,539 |
| Jun-20 | 3,52,08,174 | 3,11,70,193 | -40,37,981 |
| Jul-20 | 3,93,23,089 | 4,19,01,068 | 25,77,979 |
| Aug-20 | 3,64,48,408 | 3,28,42,145 | -36,06,263 |
| Sep-20 | 2,93,66,735 | 2,90,14,353 | -3,52,382 |
| Oct-20 | 1,58,65,383 | 2,19,64,190 | 60,98,807 |
| Nov-20 | 2,36,78,868 | 2,79,19,108 | 42,40,240 |
| Dec-20 | 2,74,02,174 | 1,75,29,720 | -98,72,454 |
| Jan-21 | 2,54,87,000 | 1,87,20,045 | -67,66,955 |
| Feb-21 | 2,29,38,372 | 1,78,77,815 | -50,60,557 |
| Mar-21 | 2,53,45,756 | 2,48,26,890 | 5,18,866 |
|  | 36,38,90,236 | 34,11,99,832 | -2,26,90,404 |

The month wise allocation by APGPCL towards the petitioner company and the schedules received from SRLDC by TSSPDCL to the extent of share of Petitioner Company since Feb-2020 are as follows:

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Month | Allocation by APGPCL to M/s Cement Corporation of India Ltd, (HT SC No.VKB411) | Proportionate Energy share considered by TSPDCL as per schedules received from SRLDC | Energy under received by TSSPDCL against M/sCement Corporation of India Ltd, (HT SC No.VKB411) | DISCOM net energy billed after adjustment of APGPCL power as per schedules received from SRLDC | DISCOM energy paid by the Petitioner after adjustment of APGPCL power as per allocation by APGPCL/ Bill | Difference of energy charges to be received by TSSPDCL | Demand allocation as per APGPCL | Proportionate APGPCL demand adjusted by TSSPDCL | Difference in Demand under received(-) / Excess Received(+) by TSSPDCL | Difference demand charges to be recieved by TSSPDCL | Total amount deducted by the Petitioner payable to TSSPDCL towards energy and demand |
| Feb-20 | 5802520 | 5041510 | -761010 | 2113363 | 587580 | 9917590 | 8337 | 3583 | -4754 | 1854044 | 11771634 |
| Mar-20 | 5036530 | 4826060 | -210470 | 2577780 | 589670 | 12922715 | 6770 | 6183 | -587 | 228766 | 13151481 |
| May-20 | 8866400 | 7936171 | -930229 | 2948063 | 608000 | 15203389 | 11917 | 490 | -11427 | 4456717 | 19660107 |
| Jun-20 | 5762900 | 5028213 | -734687 | 2687261 | 587574 | 13641668 | 8004 | 6421 | -1583 | 617374 | 14259042 |
| Jul-20 | 5952000 | 6177654 | 225654 | 2552217 | 427672 | 13803171 | 8000 | 5284 | -2716 | 1059299 | 14862470 |
| Aug-20 | 6314900 | 5635002 | -679898 | 2370545 | 578400 | 11643566 | 8488 | 6845 | -1643 | 640606 | 12284172 |
| Sep-20 | 7227100 | 6332792 | -894308 | 2396911 | 577300 | 11822013 | 10038 | 6435 | -3602 | 1404889 | 13226902 |
| Oct-20 | 5291300 | 7545202 | 2253902 | 1127750 | 1127750 | 0(Consumer has taken the benefit of excess energy adjusted) | 7112 | 8353 | 1241 | 0(Consumer has taken the benefit of excess demand adjusted) | 0 |
| Nov-20 | 8916700 | 10252059 | 1335359 | 868682 | 868682 | 0(Consumer has taken the benefit of excess energy adjusted) | 12384 | 8954 | -3431 | 1337926 | 1337926 |
| Dec-20 | 5710400 | 3564713 | -2145687 | 3234926 | 581800 | 17237360 | 7675 | 3854 | -3822 | 1490463 | 18727823 |
| Jan-21 | 6260300 | 4509626 | -1750674 | 3099356 | 564600 | 16468310 | 8414 | 4870 | -3544 | 1382238 | 17850548 |
| Feb-21 | 7137200 | 5421360 | -1715840 | 2690835 | 573100 | 13758924 | 10621 | 7459 | -3162 | 1233106 | 14992030 |
| Mar-21 | 7678399 | 7527324 | -151075 | 2490267 | 578501 | 12420744 | 10320 | 9738 | -583 | 227206 | 12647950 |
|  | 85956649 | 79797686 | -6158963 | 31157956 | 8250628 | 148839449 | 118080 | 78469 | -39611 | 15932635 | 164772084 |

The energy and demand schedules received from Southern Region Load Despatch centre (SRLDC) by Respondents 1 to 4 for the period from Feb-20 to Mar-21 is 7,97,97,686 units and 78,469KVA. The energy and demand allocated by Respondent-5 is 8,59,56,649 units and 1,18,080KVA without considering the schedules communicated by SRLDC. The balance energy and demand of 61,58,963 units and 39,611KVA is not received by 1st respondent company. The above energy and demand is actually consumed by the Petitioner from 1st respondent company. Hence, the petitioner company is liable to pay the amount of Rs.16,47,72,084/- to the extent of energy and demand consumed from Respondent 1 to 4.

As per A.P. Reorganisation Act -2014, Part-XII ( Legal and Miscellaneous Provisions), 12th Schedule, clause-c(5), the transmission networks of A.P. and Telanagana states are separated and the transmission lines cutting across the state territories shall be treated as inter-state transmission lines. Hence the energy accounts for A.P and Telangana states are dealt separately by SRLDC.

11. It is further submitted that, the Respondents 1 to 4 can only adjust the energy and demand as per the energy schedules received from Southern Region Load Despatch centre (SRLDC) but not according to the energy and demand allocation by Respondent-5 i.e. APGPCL as Respondent-5 is injecting power into the transmission network of A.P. State but not Telangana state.

12. It is submitted that, the petitioner is not paying the energy and demand charges as adjusted by Respondents 1 to 4 in monthly bills as per the energy schedules received from SRLDC. The petitioner is making short payment of energy and demand charges by deducting the energy and demand charges to the extent of allocation of energy and demand by Respondent-5 which is not totally received by TSSPDCL during the months. The energy schedules received from Southern Region Load Despatch centre (SRLDC) by TSSPDCL is less than allocation by Respondent-5. Contrarily the Petitioner is making payments as per bills issued by Respondents 1 to 4 during the months when excess energy received from SRLDC and adjusted by Respondents 1 to 4 in monthly bills. Thus, the Petitioner is taking dual advantage which has caused huge revenue loss of Rs. Rs.16,47,72,084/- to DISCOM.

The petitioner has deducted a total amount of Rs. 41,56,30,616/- from the bills to be paid to the Respondent 1 to 4 (TSSPDCL) since Feb’20 to Mar’21. Hence, the demand notice was served on the Petitioner through a letter no. CGM(IPC&RAC)/SE(IPC-1)/DE (EBC)/F.No./D.No. 205, dated 28-01-2021 to pay the differential energy and demand charges of Rs. 16,47,72,084/- consumed by the petitioner from TSSPDCL after adjustment of the power from Respondent-5 received from SRLDC.

As the subject of applicability of Open Access to APGPCL power is the sub-judice of the Hon’ble High Court in WP No. 13182 of 2015 and subsequent writ petitions, the petitioner is also deducting the Transmission, Cross subsidy charges (to the extent of APGPCL units) and the Respondents 1 to 4 has not demanded for payment of the same in compliance of the orders of the Hon’ble High Court in WP No. 13182 of 2015.

The bills raised by the DISCOM are correct in nature and the Petitioner is liable to pay the energy and demand charges to the extent of the differential energy/demand adjusted by Respondents 1 to 4 and allocated by Respondent-5 since Feb-2020 to till date. Accordingly, notice dated 28-01-2021 was issued to the petitioner demanding the payment of the shortfall amount.

If the petitioner is not making payment as per the demand raised in the bills, the DISCOM will be short of funds and will not be able to procure power and supply the same to all its consumers.

13. It is submitted that this honorable Court by order dated 31-03-2021 in WP. No. 8090 of 2021 has directed interim stay to all further proceedings pursuant to the notice issued by the Chief General Manager bearing Lr. No. CGM/IPC and RAC/ SE IPCI/D E EBC/F NO /D No 204 dated 28/01/2021 and the petitioner is liable to pay huge amounts to the Respondent Company. If the orders dated 31-03-2021 in WP. No. 8090 of 2021 are not vacated it will cause irreparable loss and injury to the Respondent Company

It is submitted that all the allegations made by the petitioner that are not specifically dealt with herein are denied and the petitioner is put to strict proof of the same.

It is therefore prayed that this Honorable Court may be pleased to vacate the interim orders dated 31-03-2021 in WP. No. 8090 of 2021 and dismiss the writ petition and be pleased to pass such other orders as this Honorable Court deems fit and proper in the circumstances of the case.

Sworn and signed before me DEPONENT

On this day of April, 2021

At Hyderabad

Advocate: Hyderabad

VERIFICATION

I S/o. age: years, Occ: , do hereby verify and declare that the facts stated in the above paragraphs of the affidavit are true to my personal knowledge, belief, information and also legal advise from my counsel.

Hence verified on this the day of April, 2021 at Hyderabad.

DEPONENT

Counsel for the Respondent