

**SUPREME COURT OF INDIA**

Tuppadahalli Energy India Pvt. Ltd.

Vs.

Karnataka Elec.Reg.Comm. & Anr

C.A.No.8736 of 2013

(Kurian Joseph and A.M.Khanwilkar,JJ.,)

10.01.2017

**JUDGMENT**

**Kurian Joseph,J.,**

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

2. No doubt, there is a provision under Clause 6.2 for interest on belated payment, but Clause 6.5(v) is actually a rebate for prompt payment of the monthly invoice. The view thus taken by the KERC and the APTEL, being a plausible view, we do not find any substantial question of law so as to warrant us to exercise our powers under Section 125 of the Electricity Act, 2003.

3. The appeals are, accordingly, dismissed.

4. No costs.