



TELANGANA STATE ELECTRICITY REGULATORY COMMISSION
5th Floor, Singareni Bhavan, Red Hills, Hyderabad-500 004

I. A. No. 5 of 2016
in
O. P. No. 60 of 2015

Dated: 27.07.2016

Present

Sri. Ismail Ali Khan, Chairman
Sri. H. Srinivasulu, Member
Sri. L. Manohar Reddy, Member

Between

1. M/s. Southern Power Distribution Company of
Telangana Limited, 6-1-50. Mint Compound, Hyderabad,
(Formerly known as APCPDCL).
2. M/s Northern Power Distribution Company of Telangana Limited,
2-5-3/2, Vidyut Bhavan, Nakkalagutta, Hanmakonda, Warangal.
(Formerly known as APNPDCL) ... Petitioners.

And

M/s KSK Mahanadi Power Company Limited,
8-2-293/82/A/431/A, Road No.22, Jubilee Hills, Hyderabad. ... Respondent.

This petition coming up for hearing on 02.07.2016, in the presence of Sri. Anand K. Ganeshan alongwith Sri. A. Srikanth, DGM Business Development representing the respondent and Sri. Y. Rama Rao, Standing Counsel for the petitioners, the petition having stood for consideration to this day, the Commission passed the following:

ORDER

The petitioners have filed this petition seeking the following prayer.

“Direct the respondent to extend the validity of the existing CPGs pertaining to TSSPDCL and TSNPDCL till the finalization of the O.P.No.60 of 2015”

2. The petitioners have stated in the petition as follows.
” a) The O. P. No. 60 of 2015 (O. P. No. 14 of 2014 before APERC) has been filed by the petitioner viz., Southern Power Distribution Company of Telangana

Limited (TSSPDCL) (erstwhile APCPDCL), APEPDCL, APSPDCL, TSNPDCL (erstwhile APNPDCL) for direction on illegal claim of Rs. 66.31 crore towards the transmission charges for the period 16.06.2013 to 13.08.2013 and capacity charges for the period 16.06.2013 to 26.07.2013 including late surcharge fee by illegal invoking letter of credit by M/s. KSK Mahanadi Power Company Limited for the period without supplying power to the petitioners.

b) TSSPDCL (erstwhile APCPDCL) as Lead procurer and authorized representative, invited bids on behalf of four erstwhile APDISCOMS for procurement of 2000 MW +/- 20% power under Case-I route of the Competitive Bidding Guidelines for medium term for a period of three years.

c) M/s. KSK Mahanadi Power Company Limited participated in the bid process described above to supply 400 MW RTC power for three years starting from the Scheduled Delivery Date (16.06.2013) and signed a Power Purchase Agreement (PPA) dated 31.07.2012.

d) As per the Article 3.5 of the PPA, M/s. KSK Mahanadi Power Company Limited has submitted the following Contract Performance Guarantees (CPG).

Sl. No	DISCOM	Sharing of Power (MW) as per PPA dated 31.07.2012		CPG No & Date	Rs. in Crores	Issued Bank	Validity
1	TSSPDCL (APCPDCL)	46.06%	184.24	BG/13/0107 /KSK	55.272	Indian Bank	Up to 15.06.2016 With claim period 15.07.2016
2	TSNPDCL (APNPDCL)	15.87%	63.48	0160IPEBG 130404	19.044	Bank of India	
3	APEPDCL	15.80%	63.20	0160IPEBG 130403	18.960		
4	APSPDCL	22.27%	89.08	0160IPEBG 130405	26.724		

e) The above said CPGs are having validity up to 15.06.2016 with a claim period of 15.07.2016.

f) The above said PPA dated 31.07.2012 entered with the respondent and the CPGs submitted by the respondent are going to expire on 15.06.2016, whereas the petition filed by the petitioners in O. P. No.14 of 2014 before

joint Commission now listed as O. P. No. 60 of 2015 before the Commission is yet to be finalized.

- g) In a similar case filed by M/s. Corporate Power Limited, in O. P. No. 1813 of 2013 before the Hon'ble City Civil Court at Hyderabad, the III Additional Chief Judge, City Civil Court has passed an order dated 20.08.2014 to M/s. Corporate Power Limited (petitioner therein) to renew the bank guarantees regularly till the disposal of arbitration proceedings.
- h) In view of the pending dispute before the TSERC, the Commission may issue suitable directions as per clause 14.4 of the PPA to the respondent.
- i) The Survival clause 2.4 of the PPA is reproduced below:

The expiry or termination of this Agreement shall not affect any accrued rights, obligations and liabilities of the parties under this Agreement including the right to receive liquidated damages as per the terms of this Agreement, nor shall it affect the survival of any continuing obligations for which this Agreement provides, either expressly or by necessary implication, which are to survive after the expiry date or termination including those under Article 3.4.2, Article 9 (Force majeure), Article 11 (Event of Default and termination), Article 12 (Liability and indemnification), Article 14 (Governing law and dispute resolutions), Article 15 (Miscellaneous Provisions) and other Articles and Schedules of this Agreement which expressly or by their nature survive the term or termination of this Agreement shall continue and survive any expiry or termination of this Agreement.

- j) It is stated that, Article 14.4 (Parties to perform obligations) of the PPA is reproduced below:

Notwithstanding the existence of any dispute and difference referred to the Appropriate commission or the Arbitration Tribunal as provided in Article 14.3 and save as the appropriate commission or the Arbitration Tribunal may otherwise direct by a final or interim order, the parties hereto shall continue to perform their respective obligations (which are not in dispute under this Agreement).

- k) Under the Andhra Pradesh Reorganisation Act, 2014, the four (4) distribution licensees in the erstwhile state of Andhra Pradesh were bifurcated as under

A. Andhra Pradesh-

- (a) Eastern Power Distribution Company of Andhra Pradesh Limited.
- (b) Southern Power Distribution Company of Andhra Pradesh Limited.

B. Telangana-

- (a) Southern Power Distribution Company of Telangana Limited.
- (b) Northern Power Distribution Company of Telangana Limited.

- l) Consequently, the supply of electricity by the petitioner to the distribution licensees of the new State of Telangana being (a) TSSPDCL (b) TSNPDCL are with the jurisdiction of the Commission and the supply to the other distribution licensees which are a part of Andhra Pradesh are not within the jurisdiction of the Commission.
- m) As per the above clause 14.4 of the PPA, the Commission is requested to direct the respondent to extend the validity of the existing CPGs pertaining to TSSPDCL and TSNPDCL till the finalization of the O. P. No. 60 of 2015.
- n) In the circumstances mentioned above the petitioners/applicant pray that the Commission may be pleased to –
 - (a) Allow the application.
 - (b) Direct the respondent to extend the validity of the existing CPGs pertaining to TSSPDCL and TSNPDCL till the finalization of the O. P. No. 60 of 2015.”

3. The respondent has filed counter-affidavit to the I. A. filed by the petitioners, which is as follows.

“a) The present petition has been filed by the petitioners, seeking adjudication of disputes under the PPA dated 31.07.2012 entered into with the respondents. The PPA was entered into by the distribution licensees of the undivided State of Andhra Pradesh, which has now devolved onto the petitioners and the distribution licensees of the new State of Andhra Pradesh pursuant to the bifurcation of the State.

b) The respondent herein, KSK Mahanadi has also filed petitions seeking adjudication of disputes under the PPA and claiming substantial amounts from the distribution licensees, which petitions are pending before the Commission. One of the primary issues that have raised by the petitioner herein in opposition to the petition of KSK Mahanadi is that the Commission does not have jurisdiction to hear the matters.

c) Recently on 07.04.2016, the Hon’ble Appellate Tribunal (ATE) in a full bench decision in the case of APPEAL NO. 100 OF 2013 & I.A. No. 116 of 2013 Appeal No. 98 of 2014 & I.A. No. 343 & 402 of 2014 has held that for any generating company supplying electricity to two or more states, the jurisdiction

for adjudication of any disputes is that the Central Electricity Regulatory Commission (CERC) and not for the State Commissions.

d) It is stated that in view of the above pronouncement of law by the full bench of the Hon'ble ATE, the present petition is not maintainable before the Commission for lack of jurisdiction. In the circumstances, the question of maintaining the present I. A. and seeking interim orders does not arise. The main petition itself is on the face of it liable to be dismissed for want of jurisdiction.

e) In any event, it is stated that the petitioner has not approached the Commission with clean hands and cannot seek any orders from the Commission.

f) In terms of the PPA, KSK Mahanadi had furnished a bank guarantee to the tune of Rs. 74.316 Crores to the petitioners herein, the validity of which is now sought to be extended by the petitioners in view of the pendency of the present petition.

g) In terms of the PPA, the petitioners were required to furnish a Letter of Credit, in terms of Article 8.4 of PPA, which works out to an amount of about Rs. 78.25 Crores. The same has not been furnished by the petitioners. KSK Mahanadi has very substantial claims against the petitioners far exceeding the amount of LC which was required to be furnished by the petitioners.

h) In the above circumstances, it is not open to the petitioners to seek the extension of the Bank Guarantee by KSK Mahanadi without the petitioners furnishing the LC. The petitioner ought to come to the Hon'ble Commission with clean hands and show their bona fide by furnishing the LC which they were required to furnish under the PPA. Without such an offer from the petitioners, the present application ought not to be entertained by the Commission.

h) In the facts and circumstances mentioned above, it is respectfully prayed that the Commission be pleased to dismiss the present application.”

4. The petitioners have filed their rejoinder to the counter-affidavit filed by the respondent, which is as follows:

“i) The petitioners have entered into PPA with the first respondent on 31.07.2012 for procurement of 400 MW power under case-1 medium term bidding route for a period of three years that is from 16.06.2013 to 15.06.2016

as per terms of the standard bidding documents specified by the Government of India, through e-procurement.

ii) A petition was filed by the petitioners before APERC requesting for adopting of tariff for procurement of power from M/s. KSK Mahanadi Power Company Limited with levelized tariff Rs. 4.2509 for 400 MW under case-1, medium term bidding route for 2000 MW +/- 20% for the period 16.06.2013 to 15.06.2016 under section 63 of Electricity Act, 2003 (Act, 2003) and approval of PPAs. Hon'ble APERC passed orders duly adopting the tariff and approved the PPAs on 18.06.2013.

iii) The respondent submitted the provisional monthly bills for the month of July, 2013 towards MTOA Transmission Charges and Security Deposit & SLDC Operating Charges including Annual fee and Security Deposit vide letters dated 25.07.2013 & 07.08.2013 respectively.

iv) Till 03.08.2013, the respondent has not declared the available capacity and also the advance final written notice has not been given, which constitutes that the available capacity of the first respondent shall be considered as zero.

v) As per the terms of the PPA, the first respondent shall give to the petitioners, advance preliminary notice and final written notice declaring the "available capacity prior to 60 days and 30 days respectively with a copy to RLDC". The relevant clause i.e. 4.1.2 of PPA is reproduced below:

The Seller shall give the Procurer(s) and the concerned RLDC at least sixty (60) days advance preliminary written notice and at least thirty (30) days advance final written notice, of the date on which it intends to commence supply of power.

vi) Final written notice has not been issued by M/s. KSK Mahanadi Power Company Limited and scheduling for supply of 400 MW power has been mailed on 13.08.2013 and commenced the supply from 14.08.2013.

vii) The first respondent submitted the bills on 27.08.2013, claiming the following for the months of June and July, 2013 without supplying power:

- a) Liquidated Damages for delay due to Procurer Event of Default towards capacity charges as per article 4.9 and
- b) Reimbursement of transmission/RLDC charges as per article 4.4 of Schedule 4 of PPA.

As the petitioners have compiled the procurer obligations by 18.06.2013, the respondent has no right to claim the above charges without supplying power to the petitioners.

viii) As the respondent has not declared the available capacity till 13.08.2013, it has no right to claim either transmission charges or capacity charges without supplying power or without declaring availability at interconnection points as per the Grid Code, ABT and as per PPA. Yet, the respondent adopting dubious method has invoked the letter of credit for Rs. 66.31 Crores contrary to terms of PPA and the terms of letter of credit wrongly claiming the transmission charges for the period 16.06.2013 to 13.08.2013 and capacity charges for the period 16.06.2013 to 26.07.2013 including the surcharge fee, without supplying power. The said claim is illegal.

ix) O. P. No. 14 of 2014 before APERC has been filed by the petitioner viz., Southern Power Distribution Company of Telangana Limited (erstwhile APCPDCL) on behalf of all four DISCOMs TSSPDCL (erstwhile APCPDCL), APEPDCL, APSPDCL, TSNPDCL (erstwhile APNPDCL) for direction on illegal claim of Rs. 66.31 Crores towards the transmission charges for the period 16.06.2013 to 13.08.2013 and capacity charges for the period 16.06.2013 to 26.07.2013 including late surcharge fee by illegal invoking letter of credit by M/s. KSK Mahanadi Power Company Limited for the period without supplying power to the petitioners.

x) After state bifurcation, the new Commission i.e. TSERC has been formed for the new state of Telangana and O.P. No. 14 of 2014 was newly listed as O. P. No. 60 of 2015 before TSERC.

xi) Due to the state bifurcation issues, the proceedings of the petition were delayed beyond time. Meanwhile, the term of the contract between the parties have come to an end by 15.06.2016. As the case deals with lots of public money, the petitioner, keeping this in view has filed an Interlocutory Application seeking a direction to the respondent to extend the existing CPG till the finalization of O. P. No. 60 of 2015.

xii) The Commission in its interim order to I.A. filed has directed the parties to maintain status qua "as is existing" and that they will not resort to invoking any financial instruments or articles of the PPA till the Commission hears and disposes of the I. A. The petitioner opines that the purpose of I. A. for which it

has filed is not been served and pleads the Commission to direct the respondent to extend the existing Contract Performance Guarantee till the finalization of O. P. No. 60 of 2015.

xiii) Further in reply to para 3 & 4 on the counter submitted by the respondent, APTEL in its full bench judgment in case of Appeal No. 100 of 2013 & I. A. No. 116 of 2013 and Appeal No. 98 of 2014 & I. A. No. 402 of 2014 has held that the supply of power to more than one state from the same generating station of a generating company, by the act, qualifies as 'composite scheme' to attract the jurisdiction of the Central Commission under section 79 of the Act, 2003. However, it is clarified that the said APTEL Judgment is not applicable to the instant case on either facts or law. The questions of facts are concerned the entire subject matter revolves around the PPA which was entered between the parties to supply power from 16.06.2013 to 15.06.2016 and the terms and conditions of the PPA alone shall be mandatorily followed. In the case cited by the respondent, there was no composite scheme nor the provision of the state Reorganization Act, wherein Schedule 12 (c) (2) was not contemplated. In view of the Schedule 12 (c) (2) where exclusively dealt with the subject matter of the power wherein the existing PPA's shall continue to operate in respect of ongoing projects as well as projects which are under construction. In the instant, the present case is an ongoing project. Hence, this judgment is not applicable. It is to bring to the notice of the State Commission that, the cases with W. P. No. 19894 of 2015, W. P. No.7965 of 2016, W. P. No. 14254 of 2016 are pending in the High Court of Telangana regarding the issue of jurisdiction of the State Electricity Regulatory Commission.

xiv) The petitioner pleads to give the final judgment at the earliest in the main petition instead of hearing the I. A. filed. The petitioner seeks to have security for the money as it is related to the public and so is the reason to file the I. A., petitioner, therefore pleads to give final judgment on the main petition or extend the term of the Contract Performance Guarantee for not less than 6 months at a time till the finalization of O. P. No. 60 of 2015.

xv) In reply to para 5, it is not justified on the part of respondent to seek protection under the clause of jurisdiction when the contract got expired, leaving the petitioner without any monetary security. The petitioner filed an I. A. to seek the financial security from the respondent till the case gets disposed. The

petitioner has no other hidden intention to seek for extension of CPG except for the reason that the company serves the public and the case involved deals with the public money. The respondent very cleverly quoted the jurisdiction issue, interpreting that the main case will be dismissed on the same in future. As the case is now being listed in the TSERC, the petitioner sought the order on the same. It would be better to seek the intention of respondent regarding his willingness in continuing the case in State Commission.

xvi) The petitioner, before the expiry of the contract has filed an I. A. before the Commission seeking extension of Bank Guarantee. The respondent if had an intention to ask for LC, he could have filed it before the termination of the contract. Further, the cases in which respondent seeks LC are differently listed. So, it could have filed I. A. in those cases separately rather than asking relief in this petition.

5. We had heard the counsel for the parties, noticed the pleadings as extracted above as well as the record available in the original petition. We had at the first instance on the request made by the counsel for the petitioners considered the balance of convenience and passed an ad-interim order. Now the parties have completed the pleadings and arguments have been submitted upon the I. A. being posted for hearing, we now embark on disposing of the I. A. filed by the petitioners.

6. In the light of the pleadings made by the parties and the substantial issue cannot be decided, unless, the ancillary issue of jurisdiction is decided, the point for consideration is, whether the petitioners are entitled to continuation of the CPGs and also liable to provide LC to the respondent in respect of bills due or make payment for the claims towards supply of power.

7. Before advertent to the rival contentions or expressing any opinion on the pleadings, it may be gainful to notice the daily order as recorded by us in this case on the last date of hearing.

“Sri. Y. Rama Rao, Counsel for the petitioner and Sri. Anand K. Ganeshan, Counsel for the respondent along with Sri. A. Srikanth, DGM, Business Development Group are present. The counsel for the petitioner stated that the Commission had earlier passed interim order restraining the parties to maintain status quo in respect of financial instruments. The petitioners have also filed a

reply denying the contentions raised in the counter affidavit filed on behalf of the respondent. The term of the PPA ended on 15.06.2016. Various amounts are due for which claim has been made by either of the parties in the three petitions filed before the Commission. At present, the I. A. filed by the petitioners is for securing bank guarantees for the amounts due to it including renewal of bank guarantee furnished by the developer earlier the Commission may confirm and dispose of the I. A. requiring the developer to continue to provide bank guarantee by renewing the lapsed bank guarantee as required under the PPA.

The counsel for the respondent stated that it is not disputed by the developer that there are cross claims in the respect of the financial instruments invoked by both the parties vice-versa. According to counsel for the respondent the total amount towards letter of credit in respect of Telangana Discoms is to the tune of Rs. 32 crores, while the developer liability stands at Rs. 74 crores. The bills due from the licensee stand at Rs. 43 crores. However, keeping in view the fact that the issue of jurisdiction has to be decided, the Commission may protect the interest of both the parties for the present till the matters are decided completely on facts available on the record.

The Commission pointed out that the present petition is only considered to protect the equities between the parties. The Commission is not inclined to decide the issue of jurisdiction at present and more particularly in this case. The issue is under consideration separately in the other set of cases. The Commission is of the view that the interest of both the parties will be protected if the petitioner provides / renews the letter of credit or bank guarantee in favour of the developer for the amount due to the developer, simultaneously the developer shall also renew the existing or lapsed bank guarantees in order to provide for equitable protection in respect of liabilities and claims in terms of PPA till the matters pending before the Commission are finally disposed of.

The Commission reserved its orders on the I. A. filed by the DISCOMs that is I. A. No. 5 of 2016 and adjourned the main O. P. for which hearing will be scheduled after deciding the issue of jurisdiction.”

8. The counsel for the petitioners clearly emphasized that in view of the contract period expiring on 15.06.2016, the claims and liabilities of either of the parties are

pending consideration on substantial issues relating to enforcement of bank guarantees, LC and recovery of liquidated damages by the petitioners. The immediate expediency rests with the respondent to provide / extend the existing CPG in the form of financial instruments, which are coterminous with that of the period of contract for some more time in order to protect the interest of the petitioners. Towards this end only, the present I. A. has been filed by the petitioners, as the original petition is yet to be taken up by the Commission. The original petition itself cannot be taken up, unless, the issue of jurisdiction is decided by the Commission, which is pending consideration before the Commission in separate batch of original petitions.

9. The counsel for the petitioners in support of his arguments has reiterated several contentions made in the written submissions and also sought to rely on the pending proceedings before the Hon'ble High Court as well as the judgment rendered by the Hon'ble ATE in Appeal No. 100 of 2013 made on 07.04.2016 in the matter of M/s. Uttar Haryana Bijli Vitran Nigam Limited and others against Central Electricity Regulatory Commission and others. It is his case that the present petition is limited to and concerned with the claims and liabilities in so far as the Telangana DISCOMs are concerned. The CPG as claimed by the petitioners is quantifiable as the percentages of liability of each DISCOM has already been notified by the erstwhile Government of Andhra Pradesh and accordingly the claim on behalf of Telangana DISCOMs is about Rs. 75 Crores.

10. On the other hand, the counsel for the respondent would urge upon the Commission to ensure equitable situation that is while respondent is prepared to perform its part, it is also equally incumbent on the petitioners to safeguard the interest of the respondent in respect of payment schedule from them for the power supply made to them. In support of his claim, the counsel for the respondent stated that the respondent is due to receive an amount of Rs. 41 Crores from the petitioners towards energy supplied by it up to 15.06.2016 when the contract period expired from January, 2016 onwards. The petitioners have not renewed the LC made available earlier in respect of dues towards energy charges.

11. The judgment rendered by the Hon'ble ATE or the pending writ petitions in so far as jurisdiction are concerned, it may not be relevant for the reason that the respondent itself choose to initiate and acquiescence to the proceedings before the

Commission without any demur. Any order, much less, the order of the Hon'ble ATE are wholly irrelevant and inappropriate in the context of the respondent. The liability or claim of the parties is apportionable in respect of each of the DISCOM by virtue of the orders of the government, eventhough, a common agreement has been setforth between the parties.

12. The agreement is not an agreement entered after the bifurcation of the erstwhile state of Andhra Pradesh to the present states of Telangana and Andhra Pradesh. Therefore, the then distribution companies and the developer are parties to the agreement. It is axiomatic to state that the developer has itself choose to agitate the pending issues in the respective Commissions and filed applications before this Commission for amending the title to the case limiting it to the petitioners herein. Thus, the present I. A. is required to be decided in so far as the petitioners only.

13. The petitioners have contended that the claims and liabilities have been setforth inline with the period of agreement which expired on 15.06.2016 after completing three years of supply by the developer to the petitioners. Inasmuch as the Commission is yet to hear the matter in the instant case as well as the other petitions filed by the developer against the petitioners herein finally, balance of convenience would require safeguarding the interest of petitioners in so far as liability on the part of the developer to provide guarantees as were provided during the subsistence of the agreement and the instant matter pending before this Commission.

14. The Counsel for the respondent would endeavor to state that the petitioners are due to the tune of Rs. 300 Crores. Earlier they had given LC for Rs. 48 Crores, which expired in January, 2016. Thereafter, no extension is made on the same. The liability of the developer towards CPGs for Telangana DISCOMs is approximately Rs. 75 Crores for which the developer has to provide bank guarantee. The developer is inclined to extend the bank guarantees till further period of six months or disposal of the case whichever is earlier. However, he pointed out that the bills for power supply made after January, 2016 are pending disbursal by the DISCOMs. The DISCOMs have to provide LC or make payment for the amount due to the developer.

15. We noticed from the submissions and also take judicial notice of the fact that there are claims and counter-claims and liabilities accepted or denied and guarantees

and credits having been invoked exercising the right vested under the agreement. We had already stated in the daily order made for 02.07.2016 that the Commission is not undertaking the final disposal of the original petition, therefore, we intended to maintain equities in respect of the claims and liabilities of either parties arising and pending consideration of the petitions filed before this Commission. Nonetheless, by our ad-interim order we had already stayed the enforceability of the financial instruments given as guarantee to either side. We deem it appropriate in the light of the submissions made by the counsel for the parties to pass final order in the present Interlocutory Application.

16. Pending disposal of the original petition, since we are not embarking on deciding the jurisdiction issue at present in this matter, we give the following directions to the respective parties as has been agreed by them during the course of hearing.

a) We deem it appropriate to protect the parties equally in respect of the claims and liabilities and therefore direct the parties to invariably comply the directions as enumerated herein below.

b) The developer shall renew or provide fresh bank guarantee for a sum of Rs. 42 Crores in favour of the petitioners duly filing such information after such provision is made.

c) The DISCOMs shall provide LC for an amount of Rs. 32 crores due in favour of the developer and file a statement about compliance before the Commission.

d) Either party shall not invoke / redeem any other guarantees given to the other side and keep them in force pending disposal of this original petition as well as other petitions pending between the parties before this Commission.

e) Any other settlement made in respect of issues not covered by pending litigation can be brought to the notice of the Commission only through proper statement by either of the parties at the time of hearing of the pending litigation.

17. We dispose of the I. A. filed by the original petitioners in this case in the light of observations made above. The original petition alongwith other petitions will be taken up for hearing after a decision is rendered on the issue of jurisdiction in the other batch of cases. Parties are left to bear their own costs in respect of this I. A.

18. Office is directed to obtain specific date for hearing of the original petition between the parties and other petitions connected with the parties, after the passing of the order on the issue of jurisdiction in other batch of cases.

This order is corrected and signed on this the 27th day of July, 2016.

Sd/-
(L. MANOHAR REDDY)
MEMBER

Sd/-
(H. SRINIVASULU)
MEMBER

Sd/-
(ISMAIL ALI KHAN)
CHAIRMAN

CERTIFIED COPY