

**JOINT ELECTRICITY REGULATORY COMMISSION  
(FOR THE STATE OF GOA AND UNION TERRITORIES)  
GURUGRAM**

**CORAM**

Shri Alok Tandon, Chairperson  
Smt. Jyoti Prasad, Member (Law)

**Petition No:- 157/2025**

**Date of Hearing:- 06.01.2026**

**Date of order:- 14.01.2026**

**In the matter of:**

Petition under Section 62, 86(1)(b) and 86(1)(e) of the Electricity Act, 2003 read with Regulation 60 of the Joint Electricity Regulatory Commission (Conduct of Business) Regulations, 2009 seeking approval of the Draft Power Purchase Agreement between Nuclear Power Corporation of India Limited and Chandigarh Power Distribution Limited from Rajasthan Atomic Power Station Unit 7 & 8 for 4.80 MW of Nuclear Power.

**And in the matter of:**

**Chandigarh Power Distribution Limited**  
SCO-33-35, 4<sup>th</sup> Floor, City Centre, Sector 34-A,  
Chandigarh -160022, India. ....Petitioner

**And in the matter of:**

**Nuclear Power Corporation of India Limited.**  
16<sup>th</sup> Floor, Centre-1, World Trade Centre, Cuffe Parade, Colaba, Mumbai – 400005, India. .... Respondent

**Present:-**

**For the Hearing:**

1. Ms. Prachi Jain, Head-Regulatory, CPDL
2. Mr. Dushyant Manocha, Advocate, CPDL
3. Mr. Naman Saraswat, Advocate, NPCIL.

## **Order**

1. The Petition has been filed by the Petitioner on 17.10.2025 under Section 62, 86(1)(b) and 86(1)(e) of the Electricity Act, 2003 read with Regulation 60 of the Joint Electricity Regulatory Commission (Conduct of Business) Regulations, 2009 with following prayers:
  - a) Approve the Draft Power Purchase Agreement (“PPA”) for 4.80 MW of nuclear power between Nuclear Power Corporation of India limited (NPCIL) and Chandigarh Power Distribution Limited (CPDL) from the Rajasthan Atomic Power station Unit 7&8 for a period of 15 years.
2. The Petitioner’s submissions in brief are as under:
  - a) The Petitioner is a Distribution Licensee under the provisions of the Electricity Act, 2003 having its area of supply in the Union Territory of Chandigarh.
  - b) The Petitioner is filing the present petition seeking inter alia the approval of this Hon’ble Commission of the Draft Power Purchase Agreement for 4.80 MW between the Respondent, i.e Nuclear Power Corporation of India Limited (NPCIL) and the Petitioner, from the Rajasthan Atomic Power Station Unit- 7& 8 (RAPS- 7&8).
  - c) NPCIL has set up nuclear power plants within the country in general and within the Northern region in particular, including the station at RAPS- 7&8 at Rawatbhata near Kota, Rajasthan, designed for an installed nominal capacity of 1400 MW, consisting of two units each of 700 MW. The said units have commenced their supply w.e.f. 15.04.2025.
3. The brief facts leading up to the filing of the present petition are succinctly stated as under:
  - a) Prior to the coming into force of the 01.02.2025, the Electricity Wing of Engineering Department of the Administration of Union Territory of Chandigarh was carrying out

the functions of purchasing, distribution and retail supply of the Electricity in the Union Territory of Chandigarh.

- b) In order to discharge its functions of inter alia distribution of electricity, the Electricity Department entered into power purchase agreements with various generators, including NPCIL.
- c) The Ministry of Power, Government of India (“MOP”), vide Notification No. 8/23/2002-S Th. dated 17.06.2011 allocated the power from RAPS-7&8 to the constituent States/ Union Territories wherein the union Territory of Chandigarh was allocated power of 4.80 MW out of total capacity of 1400 MW. The relevant extract of the allocation of power is reproduced hereunder:

Sr. No.	Name of State/UT	Allocation of Power
1	Haryana	44.22 MW
2	Himachal Pradesh	26.54 MW
3	Jammu and Kashmir	54.29 MW
4	Punjab	64.55 MW
5	Rajasthan	700.00 MW
6	Uttar Pradesh	161.96 MW
7	Uttarakhand	32.53 MW
8	Chandigarh	04.80 MW
9	Delhi	101.11 MW
10	Unallocated	210.00 MW
<b>Total</b>		<b>1400 MW</b>

- d) Subsequent thereto, on 08.10.2020, MoP vide Letter No. 42/04/2020-RE (E-253157) inter alia recommended corporatization of the Electricity department, i.e., distribution of electricity and retail supply of power in the union territory of Chandigarh. On 31.01.2025, the Engineering Department of the Chandigarh administration, vide notification No. G1/2025/120 notified the Chandigarh Electricity Reforms Transfer Scheme, 2025 in exercise of powers conferred to the Administration of Union Territory of Chandigarh under Section 131,133 and 134 of the EA, 2003 to inter alia transfer the

electricity functions together with the assets, liabilities, interests, functions, obligations, proceedings and personnel of the Electricity Department to the Petitioner herein.

- e) The Petitioner has taken over the distribution and retail supply functions of the Electricity Department with effect from 01.02.2025, thus, Petitioner is a distribution Licensee under the Provisions of 2003, Act. In light of the Transfer schemes the Petitioner is mandated to formally enter into Power Purchase Agreements from generating stations, including NPCIL.
- f) Consequently, on 24.02.2025, NPCIL shared the draft Power Purchase Agreement with the Petitioner. On 18.03.2025, the Petitioner after reviewing the draft PPA, promptly sought clarification with respect to details of the project including but not limited to expected tariff. Pursuant thereto, on 18.03.2025, NPCIL intimated the RAPS- 7&8 were expected to commence its supply from March 2025/ April 2025.
- g) Further, it was clarified that the tariff was expected to be of **INR 4.83/Kwh** for the first year, subject to water charges, insurance charges, and taxes which were to be billed separately based on actuals. It was however clarified that the tariff including other charges shall be determined as per the norms issued from time to time by Department of Atomic Energy.
- h) The present Draft PPA will help in meeting the load profile of the Petitioner as per the Power Supply Deficit scenario at a reasonable cost on a long-term basis.
- i) Pertinently, an increase of non-fossil fuel capacity in the power portfolio of Union Territory of Chandigarh will help to mitigate climate change by reducing reliance on fossil fuels.
- j) Central Electricity Authority has carried out assessment and prepared Resource Adequacy plan for various states including Union territory of Chandigarh till FY 2034-35 and thus concluded that Union Territory of Chandigarh may contract the following capacities (planned and additional) per year till to meet its demand reliability along with fulfilment of its RPO as notified by MoP.

FY	Coal	Gas	Hydro	Wind	Solar	Nuclear	DRE	STOA	Total
<b>2024/25</b>	89	43	313	40	0	38	22	108	655
<b>2025/26</b>	89	43	353	45	5	43	32	82	693
<b>2026/27</b>	89	43	353	45	45	43	42	85	746
<b>2027/28</b>	89	43	353	45	45	43	53	96	768
<b>2028/29</b>	89	43	353	45	45	43	64	108	791
<b>2029/30</b>	89	43	353	45	45	43	75	121	815
<b>2030/31</b>	89	43	353	45	45	43	86	135	840
<b>2031/32</b>	89	43	353	45	45	43	97	147	863
<b>2032/33</b>	89	43	353	45	45	43	108	159	886
<b>2033/34</b>	89	43	353	45	45	43	120	173	912
<b>2034/35</b>	89	43	353	45	45	43	132	191	942

k) Significantly, it has also been observed that the Petitioner will require *inter alia* additional nuclear power to the tune of 5 MW from FY 2025-26 to meet the rising power demand of its licensed area. Imperatively, the power generation from nuclear energy is also reliable and clean with low carbon emission as compared to other alternatives, which in turn benefit the consumers as well.

4. The petition was heard on 11.11.2025. The Commission after hearing admitted the Petition and directed the Respondent to file their reply on an affidavit within two weeks.

5. The Respondent submitted their reply dated 24.11.2025 and stated as below:

- i). The Respondent submitted that the Agreements were to continue to be in force for a period of 15 years from the date of signing of the Agreement and further continue to operate till the formal renewal, extension or replacement of the Agreement in case power to be drawn.
- ii). The Respondent submitted that the tariff with respect to each power station would be decided as per the notification issued by the Department of Atomic Energy

from time to time in exercise of its powers under Section 22(1)(b) of the Atomic Energy Act, 1962.

iv). The Respondent stated that the Draft Power Purchase Agreement has met with all necessary compliance which is acceptable to the Petitioner and Respondent herein and seeks the liberty of this Hon'ble Commission to add, amend, alter this reply and/or file a further reply, if so advised and if the need so arises.

## **Analysis and Decision**

- a) The instant Petition has been filed by the Petitioner/CPDL for seeking approval of the Draft Power Purchase Agreement (“Draft PPA”) entered into by the Petitioner with Nuclear Power Corporation of India Limited for 4.80 MW of nuclear power from Rajasthan Atomic Power Station. (RAPS Units 7 & 8).
- b) It is observed that the Ministry of Power, Government of India (“MOP”), vide Notification No. 8/23/2002-S Th. dated 17.06.2011 allocated the power from RAPS-7&8 to the constituent States/ Union Territories wherein the union Territory of Chandigarh was allocated power of 4.80 MW out of total capacity of 1400 MW.
- c) On 31.01.2025, the Administrator, Union Territory, Chandigarh, vide Notification No. G1/2025/120 notified the transfer scheme inter alia for transfer of the electricity functions together with the assets, liabilities, interests, rights, functions, proceedings and personnel of the Electricity Department to the CPDL. The Issuance of the Transfer Scheme was followed by the issuance of Policy Directions by the Administrator of the Union Territory of Chandigarh on 07.02.2025.
- d) Further, Schedule “B” of the Transfer Scheme specifies that the company shall be vested with and shall comprise of Assets, Liabilities and Proceedings concerning electricity distribution and retail supply activities of EWEDC forming part of the opening Balance Sheet and the same shall consist of:

“.....

### *II. Power Purchase Agreements/Transmission Agreements:*

- a. All existing PPAs as on Transfer Date.*

b. *Transmission Service Agreements/Wheeling Agreements/Bulk Power Transmission Agreements and other agreements with transmission licensees/CTU/STU etc as on Transfer Date.”*

e) Further the Part F (ii) of the aforesaid Transfer Scheme mandated the Petitioner to honour all existing Power Purchase Agreements of EWEDC until their expiry/completion, which is reproduced below:

“.....

*The Company is obligated to honour all existing Power Purchase Agreements (Hydro, Solar, Thermal, Nuclear, Wind, etc.) of EWEDC until their expiry/completion...”*

f) The Respondent vide email dated 07.01.2026 has informed that RAPS-7 has been commercially operationalized from 15.04.2025 and has attached copy of declaration dated 14.04.2025 of Commercial Operation of RAPS-7.

g) It is also observed that Respondent had moved a petition no.630/MP/2025 before CERC with a prayer to grant permission for the drawal of start-up power from the grid beyond 30.6.2025 till synchronization of RAPP-8 or 30.6.2026, whichever is earlier due to reasons beyond its control. The Petitioner has further submitted that after completion of commissioning of secondary cycle system and reactor low power physics experiments, the first synchronization of RAPP-8 generator is expected by June 2026, and all attempts are being made to advance the synchronization date. CERC on 30.06.2025 allowed the petition and passed following order;

*“ 10 We have considered the submissions and the difficulties stated by the Petitioner, as quoted in paragraph 3 above. In the given facts and circumstances, we are inclined to invoke our power under the provision of Regulation 19 (3) of the Grid Code. Accordingly, we are of the view that the non-availability of start-up power would hamper the progress of commissioning activities and result in a further delay in the synchronization of RAPP-8. Accordingly, in the peculiar facts and circumstances, by way of an exceptional case, we hereby allow the extension of time for the drawl of start-up power from the grid, as sought, till the synchronization of RAPP-8 or 30.6.2026, whichever is earlier. We expect the Petitioner to make all efforts to ensure the synchronization of RAPP-8 of the project by this date.”*

In view of above, the Commission approves the Draft Power Purchase Agreement (PPA) for 4.80 MW of Nuclear Power between Nuclear Power Corporation of India Limited

(“NPCIL”) and Chandigarh Power Distribution limited (“CPDL”) from the Rajasthan Atomic Power Station Unit 7&8 (“RAPS-7&8”) for a period of 15 years from the date of execution of PPA. The indicative tariff for RAPS-7&8 will be around 4.83/unit plus water charges, insurance charges and taxes as actuals for the first year, which is competitive rate for nuclear power and the tariff of RAPS 7&8 will ultimately be determined by Department of Atomic Energy as per the provisions of Atomic Energy Act,1962. Once the PPA is signed by the Parties, the Petitioner shall file a copy thereof with the Commission for record.

The instant petition is disposed of accordingly.

Sd/-

**(Jyoti Prasad)**  
**Member (Law)**

Sd/-

**(Alok Tandon)**  
**Chairperson**

**Certified Copy**



..14/01/26

**(Rajesh Dangi)**  
**Secretary (I/c)**

**Place: Gurugram, Haryana**

**Date: 14<sup>th</sup>, January, 2026.**