



S No 8966

## Gujarat State Petronet Ltd.

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GSPL/COMM/2019  
June 28<sup>th</sup>, 2019

The Secretary  
Petroleum and Natural Gas Regulatory Board (PNGRB)  
1st Floor, World Trade Centre  
Babar Road  
New Delhi- 110001

1031/sey/2019  
on leave  
JACKTJ  
DC (Tee)  
117  
01/Jul/19

**Sub: Comments on Draft PNGRB (Access Code for Common Carrier or Contract Carrier Natural Gas Pipelines) Amendment Regulations, 2019**

AC (SA)

Ref.:

1. PNGRB Public Notice ref. No.: PNGRB/M(C)/31(Vol-III) dated 10<sup>th</sup> June, 2019 "

Respected Madam,

With reference to above referred public notice, please find attached herewith at **Annexure-I** GSPL's views / comments on the aforesaid Draft PNGRB (Access Code for Common Carrier or Contract Carrier Natural Gas Pipelines) Amendment Regulations, 2019

Submitted for your kind perusal please.

Best regards,

Yours sincerely,

**Devendra Agarwal**  
GM (Commercial)

**Views / Comments on Draft PNGRB (Access Code for Common Carrier or Contract Carrier Natural Gas Pipelines) Amendment Regulations, 2019**

1. GSPL has been recovering imbalance and overrun charges, as per Hon'ble Board approved Transportation Tariff from customer / shipper by raising separate invoices.
2. Further, GSPL has been making efforts to ensure recovery of amounts pertaining to such imbalance and overrun charges from customers which is credited in to the designated Escrow Account.
3. However, there are instances wherein customer(s) has litigated the Tariff Order ("TO") issued by the Hon'ble Board and obtained a stay from the Court on implementation of such TO, thereby affecting recovery of:
  - i. Imbalance / overrun charges from such customer based on the applicable TO issued by the Hon'ble Board, as well as of.
  - ii. Transportation charges from such customer for availing transportation service.
4. It may be noted that such litigation by the customers against PNGRB TO leads to time lag in recovery by the transporter of the transportation tariff fixed by the Hon'ble Board, thereby adversely affecting rate of return which a transporter is entitled to earn as mandated / prescribed by the PNGRB Regulations.
5. In view of the above, it is proposed that PNGRB may allow the authorized entity to withdraw from escrow account such amounts arising due to the following reasons:
  - i. Outstanding amounts due to stay on Tariff order issued by the PNGRB by the Court
6. On final outcome of the matter, the Court shall either uphold the TO or shall direct to carry out adjustment in the TO
  - i. In such scenario, authorized entity shall refund / deposit such withdrawal amount back in escrow account.
7. Through such mechanism, the interest of the authorized entity shall be protected.
8. Hon'ble Board is requested to consider above submission in the overall interest of developers, as payment of approved Tariff is a part of contractual obligation of customer /shipper entered in a GTA
9. Accordingly, para. (vii) of draft amendment regulation be modified to include transporter's claim from escrow account towards contractual obligation of shipper / customers for payment of approved tariff.
  - a. In this regard, we suggest that modalities of such withdrawal from escrow account be mutually agreed to between the Board and the entities.

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