



ORIENT GREEN POWER COMPANY LIMITED

October 04, 2023

**The BSE Limited
Corporate Relations Department,
P.J. Towers,
Dalal Street,
Mumbai-400 001.
Scrip Code: 533263**

**The National Stock Exchange
of India Limited
Department of Corporate Services,
Exchange Plaza, 5th Floor,
Bandra-Kurla Complex,
Mumbai-400 051.
Scrip Code: GREENPOWER**

Respected Sir/Ma'am,

Sub: Intimation under Regulation 30 of Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 – Pendency of any litigation(s) or dispute(s)

Pursuant to recent amendments to Regulation 30 read with Para B of Part A of the Schedule III of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (including any modification(s) / amendment(s) / re-enactment(s) thereto) read with the SEBI circular no. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated July 13, 2023, the details of pending litigation / dispute which meets the materiality thresholds of the Company is provided in **Annexure 1**.

You are requested to kindly take the same on record.

**Yours faithfully,
For Orient Green Power Company Limited**

**M. Kirithika
Company Secretary & Compliance Officer**

Annexure I

Sl. No	name(s) of the opposing party,	Forum (court / tribunal/ agency) where litigation is filed	Expected financial implications, if any, due to compensation, penalty etc.	Brief details of dispute/ litigation	Quantum of claims, if any
1	Lokendra Pal Garg and others	Justice Jainendra Kumar Ranka, Former Judge, Rajasthan High Court, Arbitrator	2091.88 lakh	<p>Our Company and Lokendra Pal Garg & others (“Complainants”) entered into a Memorandum of Understanding (“MoU”) during FY 2017-18 contemplating transfer of 100% equity shareholding held in one of the subsidiaries of the company, M/s Amrit Environmental Technologies Private Limited(AETPL). As per MoU, the Complainants had amongst other terms, agreed to settle part of the term loan of our subsidiary which was availed from IL&FS Financial Services Limited (“IL&FS”) outstanding amounting to ₹ 3,647 lakhs(as at December 31, 2020), post which our Company was to provide a no-objection certificate from IL&FS for the leased land situated at RIICO Industrial Area, Village Keshwala, Tehsil Kotputli, District Jaipur (“Land”), which was mortgaged with IL&FS in the said loan. Thereafter, our Company and the Complainants also executed a Share Purchase Agreement(SPA) dated June 27, 2018 in respect of the sale of the entire shareholding held by our Company in AETPL to the Complainants, which had a condition precedent obligating our Company to make the leasehold land of AETPL free of all encumbrances. Since our Company could not obtain a no-objection certificate from IL&FS for removing the encumbrance created over the leasehold land, the Claimants invoked the arbitration clause of the MoU and SPA and filed a statement of claim before the Sole Arbitrator alleging that a dispute has arisen from the fact that there was a failure on part of our Company, which led to the Claimants not being able to utilize the Land, causing a loss to the Claimants. The Claimants prayed the Sole Arbitrator to pass an award directing inter alia, our Company (i) to obtain a no-objection certificate from IL&FS for removing the encumbrance created over the Land and transfer the remainder 74% shareholding held in AETPL to the Claimants; and (ii) to pay a sum of ₹ 2,091.88 lakhs on account of inter alia non-performance of obligations by our Company as per the MoU and the share purchase agreement, expenditure incurred by the Claimants. Our Company has filed defence submissions dated February 4, 2020 and the arbitration is currently pending.</p>	Nil

2	Lokendra Pal Garg and others	Hon'ble District Court, Jaipur	Nil	Further to filing of a petition before Sole arbitrator in the above matter, the Complainants filed a compliant against our Company before Jalupura Police Station, Jaipur. Upon registration of First Information Report (FIR) the Police conducted investigation and closed the FIR on the ground that a similar arbitration petition has been filed by the Complainants against our Company. Subsequently, the Complainants filed a criminal revision petition before the Hon'ble District Court, Jaipur challenging the closure report of the police on the FIR filed by them. The revision petition is currently pending.	Nil
3	Edelweiss Special Opportunities Fund ("Edelweiss")	Hon'ble Bombay High Court	1046.58 lakh	A Commercial summary suit was filed by Edelweiss Special Opportunities Fund ("Edelweiss") against one of our Promoters, SVL Limited ("SVL") and our Company before the Commercial Division of the Bombay High Court whereunder Edelweiss allegedly claimed that it was entitled to a sum of ₹ 2,959.34 lakhs by contending that the same constitutes agreed return and other contractual charges due and payable under the shareholder option agreement executed on November 26, 2018 between the Edelweiss and SVL (hereinafter, the "Option Agreement"). Our Company is not a party to the Option Agreement. The summary suit has been opposed by both SVL and our Company, on the grounds that inter alia, our Company is not a party to the Option Agreement and that the Option Agreement is void under the Indian Contract Act, 1872 and the Securities Contracts (Regulation) Act, 1956. During September 2022, Edelweiss filed an amendment application revising its claim to Rs. 1046.58 lakhs. This matter is currently pending.	Nil
4	Southern Power Distribution Company of Andhra Pradesh Limited ("APDISCOM")	Appellate Tribunal For Electricity at New Delhi	Nil	One of the subsidiaries of the company, Beta Wind Farm Private Limited(BETA) had executed a Power Purchase Agreement(PPA) dated May 29, 2013 with Southern Power Distribution Company of Andhra Pradesh Limited ("APDISCOM") for supply of wind energy from its project for 25 years from commissioning date at determined tariff of Rs.4.70/unit. Unilaterally APDISCOM withheld the payment of ₹ 593.04 lakhs for the period July 27, 2016 to July 27, 2017, which was considered by them as excess units supplied beyond capacity utilization factor ("CUF") of 23%. BETA filed a petition before Andhra Pradesh Electricity Regulatory Commission(APERC) with a prayer to release the withheld amount. APERC passed an order dated September 26, 2022, wherein it held that BETA was entitled to the tariff of Rs. 4.70/- per unit only on the CUF of 23 % and not on the entire generation. APERC also held that the CUF of 23 % is to be computed for the life of the PPA, and that BETA is only entitled to the tariff of Rs. 0.50/- per unit for any generation over and above the same. BETA has preferred an appeal before the Appellate Tribunal for Electricity (APTEL) at New Delhi challenging aforesaid order. BETA, in its appeal has prayed the APTEL to pass an order (i) allowing the appeal and set aside the Impugned Order to the extent challenged in the appeal; and (ii) direct APDISCOM to pay a sum of ₹ 593.04 lakhs together with interest as per PPA(prevaling SBI BMPLR). The appeal is presently pending. APDISCOM has filed a Cross-Appeal which is also pending.	593.04 lakhs

5	Commissioner of GST, Chennai	Customs Excise & Service Tax Appellate Tribunal (CESTAT)	1,465.03 lakhs	During April 2009-January 2016, Bharath Wind Farm Limited (BWFL), one of the subsidiaries of the company leased certain windmills to its subsidiary, Clarion Wind farm private limited and lent certain immovable properties. The Service tax department contended that this lease constitutes taxable service and accordingly demanded Service tax on the same for the said period along with a levy 100% penalty. Aggrieved by the order of department, BWFL preferred an appeal before CESTAT and the appeal is pending.	NA
6	S M Milkose Limited and Othres	Delhi High Court	~ Rs.500 lakhs	OGPL owed SM Milkose a sum of Rs 2.50 Cr. towards securing licenses for setting up of Biomass units in Rajasthan. SM Milkose demanded the payment along with interest. In terms of the agreement, S M Milkose preferred arbitration for settling the interest dispute. In July 2016, the Arbitrator decided that an amount of Rs 4.08 Cr at 9% interest shall be payable within 2 months of award, failing which, interest shall be paid at 18%. S M Milkose claimed 18% interest till the date of settlement and approached Hon'ble Delhi High Court for recovering the dues through an execution petition. As directed by the Delhi High Court, OGPL deposited the DD for Rs.5.77 Cr. in the Delhi High Court on 27.07.2021. Our company preferred an appeal against the Arbitral award. Both the matters are pending before the Hon'ble Delhi High Court. During September 2023, SM Milkose sought an order of attachment and garnishee for Rs. 5.00 Cr. against the dues receivables from the Madhya Pradesh Discom. As per the order, MP Discom needs to deposit the dues payable to the company before the Registrar General of the Hon'ble Delhi High Court. S M Milkose needs to execute an indemnity bond that it shall return the amounts along with interest if the Arbitration Award is set aside.	NA