BEFORE THE GUJARAT ELECTRICITY REGULATORY COMMISSION
GANDHINAGAR

Petition No. 2683 of 2026.

In the Matter of:

Petition under Sections 86(1)(f) of the Electricity Act, 2003 read with Articles 11 and 14 of the Power Purchase Agreement dated 15.10.2024 seeking extension of the timeline for Schedule Commercial Operation Date on account of Force Majeure Events beyond the reasonable control of the Petitioner and consequential reliefs thereto.

Petitioner	:	JSW Renew Energy Seventeen Limited
Represented By	:	Ld. Advocates Mr. Basava Prabhu Patil, Mr. Abhishek Munot, Mr. Malcoim Desai, Mr. Samkrith Rao, Mr. Arijeet Shukla, Mr. Abhishek Chaturvedi, Mr. Vishal Dhandha.
		V/s.
Respondent	:	Gujarat Urja Vikas Nigam Limited
Represented By	:	Ld. Adv. Ms. Srishti Khindaria with Mr. B. B. Patel.

CORAM:

Pankaj Joshi, Chairman
Jatin N. Thakkar, Member

Date: 22/09/2026.

DAILY ORDER

1. The matter was heard on 17.09.2026 through Hybrid Mode.

2. Ld. Counsel appearing for the Petitioner submitted that the present Petition has been filed by the Petitioner seeking extension of time for commissioning of the Petitioner's project on account of Force Majeure

Events beyond the reasonable control of the Petitioner and the Scheduled Commissioning Date (SCOD) of the project is 14.10.2026. It is submitted that the delay in achieving commissioning is attributable to circumstances beyond the control of the Petitioner, arising out of the directions concerning digital land surveys in the State of Gujarat.

2.1. It is submitted that with regard to land acquisition, the Petitioner has already acquired 100% of the land for 64 MW Wind Component and for 170 MW Solar Component, the Petitioner has been facing severe and continues difficulties in executing lease deeds on account of discrepancies between Government Revenue Records and the actual ground position, which has been caused by the State-wide Re-survey and Promulgation exercise undertaken by the Government of Gujarat under the Digital India Land Records Modernization (DILRM) Programme. He further submitted that Government of Gujarat itself acknowledge such discrepancies and accordingly, provided a statutory mechanism for affected landholders to apply to the District Inspector Land Record Officer (DILR) for necessary correction but there is no prescribed timeframe within which applications are processed and as such, the aforesaid rectification process is time consuming which might take approximately 1-2 years or more because of limited manpower. He submitted that at present, the Petitioner has acquired 253.88 acres out of the balance 680 acres for the total 170 MW Solar Component. According to the Petitioner, the aforesaid process has resulted in administrative delays which, in turn, have delayed the registration and execution of the lease deeds required for the solar component of the hybrid project.

2.2. Ld. Counsel further submits that the wind component of the project is otherwise ready for commissioning and is expected to be commissioned by the end of the present month. It is, however, submitted that the solar component could not be commissioned within the stipulated period on

account of the aforesaid circumstances. Referring to the Commission's earlier Order dated 18.10.2025 in Petition No. 2376 of 2024, he submitted that in the aforesaid matter, the Commission has examined the similar issue of the DILR mismatch in Order dated 18.10.2025 and held that the delay occurred due to the aforesaid aspect which are beyond the control of the Petitioner therein, and accordingly, qualified as Force Majeure Event.

3. Ld. Counsel Ms. Shristi Khindaria, appearing for the Respondent GUVNL, requested the Commission to adjourn the matter and grant two weeks to file its detailed reply in the present matter. It is submitted that the factual circumstances in the present case are materially different from those considered by the Commission in the ACME' matter and, therefore, the Respondent GUVNL would require an opportunity to examine the factual and contractual aspects before responding to the present Petition.

4. In response to the above, the Ld. Counsel for the Petitioner submitted that there is no objection to the adjournment sought by the Respondent for filing its reply and further requested the Commission to grant time for filing of rejoinder reply to the reply as may be filed by the Respondent in the matter for which one week time has been sought. He further submitted that the SCOD of the project is on 14.10.2026 and in the interregnum, it is apprehended that the Petitioner may be subjected to coercive action by the Respondent under the PPA including invocation or encashment of the Bank Guarantee. It is submitted that the Bank Guarantee furnished by the Petitioner is valid up to April 2027. According to the Petitioner, in the absence of interim protection, even the wind component, which is stated to be ready for commissioning, may not be capable of being commissioned, as the PPA requires commissioning of the solar and wind components in the stipulated proportion.

5. Per contra, Ld. counsel for the Respondent submitted that the invocation and encashment of the Bank Guarantee constitutes a contractual right available to the Respondent under the PPA. It is contended that the law relating to invocation of an unconditional Bank Guarantee is well settled and that save in exceptional circumstances recognized in law, the invocation thereof ought not to be interdicted by the Commission. It is further submitted that mere grant of time to the Respondent to file its reply cannot be construed as a waiver of any contractual right available to it under the PPA.

6. In response to the above, Ld. counsel for the Petitioner submitted that the Petitioner is not seeking adjudication of the substantive controversy at this stage. It is submitted that if the Respondent proposes to invoke or encash the Bank Guarantee before the matter is taken up for consideration, the Petitioner ought not to be left without an effective remedy. It is, therefore, prayed to the Commission that the question of interim protection may be considered, particularly in view of the imminent SCOD and the fact that the Bank Guarantee is valid up to April 2027.

7. Heard the parties. We note that the present Petition has been filed by the Petitioner under Section 86 (1) (f) of the Electricity Act, 2003 read with Articles 11 and 14 of the PPA dated 15.10.2024 seeking extension of the timeline for SCOD on account of various Force Majeure Events occurred which are beyond the reasonable control of the Petitioner and consequential reliefs thereto.

7.1. Having considered the request of the Respondent to adjourn the matter for filing the reply and the Petitioner having no objection to the same, we decide to adjourn the matter. We direct the Respondent to file its detailed reply, on or before 04.10.2026 with a copy to the Petitioner. The

Petitioner would be at liberty to file its rejoinder, on or before 11.10.2026 with a copy to the Respondent.

7.2. We also note the submissions of the Petitioner that the Bank Guarantee remains valid up to April 2027 and therefore, till the time the Respondent files its reply, as an interim protection, the Respondent may be directed to refrain from taking any coercive actions against the Petitioner, including restricting the Respondent from encashment of Bank Guarantee and the Petitioner's prayer for interim protection shall be considered by the Commission. We also note the per contra submissions of the Respondent GUVNL that as per the law settled by the Hon'ble Supreme Court, the Bank Guarantee is the contract between the issuing Bank and the entity in whose favour such Bank Guarantee is issued and as such the Court ordinarily would not interfere with the rights of the party to encash the BG except under few circumstances, like fraud etc. Having considered the submissions made by the parties, we are not inclined to pass any order in the matter at this stage, except making it clear that action, if any, taken by the Respondent GUVNL in regard to Bank Guarantee submitted by the Petitioner, then the same shall be subject to the final outcome in the present Petition.

8. Next date of hearing will be intimated separately.

9. Order accordingly.

Sd/-	**Sd/-**
[Jatin N. Thakkar]	**[Pankaj Joshi]**
Member	**Chairman**

Place: Gandhinagar.

Date: 22/09/2026.