BEFORE THE GUJARAT ELECTRICITY REGULATORY COMMISSION

GANDHINAGAR

Petition No. 2314 of 2024.

In the Matter of:

Petition under Section 86 (1) (f) of Electricity Act, 2003 read with Article 8 of the PPA dated 15.12.2022 seeking extension/deferment of the timeline for SCOD on account of Force Majeure events beyond the reasonable control of the Petitioner (i.e. excessive rainfall at the Project site and delay in grant of connectivity for the Project) and consequential reliefs therefor.

And

IA No. 47 of 2024 in Petition No. 2314 of 2024.

In the Matter of:

Interlocutory Application under Section 94 (2) of Electricity Act, 2003 read with Regulation 61 of the GERC (Conduct of Business) Regulations, 2004 seeking ad-interim ex-parte reliefs.

And

IA No. 26 of 2026 in Petition No. 2314 of 2024.

In the Matter of:

Interlocutory Application under the relevant provisions of the GERC (Conduct of Business) Regulations, 2004 seeking amendment to the main Petition and for placing additional facts and documents on record.

Applicant/Petitioner	:	Project Twelve Renewables Power Private Limited
Represented By	:	Ld. Sr. Adv. Mr. Rashesh Sanjanwala and Advocates Mr. Nisarg Desai, Ms. Jahnvi Yadav, Mr. Yash Modi alongwith Mr. Ambaer Sinha, Mr. Kumar Sambasivan and Mr. Suhail Mohammad.
		V/s.
Respondent No. 1	:	Gujarat Urja Vikas Nigam Limited
Represented By	:	Ld. Adv. Ms. Srishti Khindaria alongwith Ms. Girija Dave, Mr. Rakesh Soni and Mr. Rahul Pareek.

Respondent No. 2	:	Gujarat Energy Transmission Corp. Limited
Represented By	:	Ld. Adv. Ms. Srishti Khindaria alongwith Mr. P. P. Shah and Mr. J. D. Trivedi.

CORAM:

Pankaj Joshi, Chairman
Jatin N. Thakkar, Member

Date: 23/09/2026.

ORDER

1. The above matters alongwith IA No. 26 of 2026 were heard on 17.09.2026 through Hybrid Mode.

2. Ld. Sr. Counsel Mr. Rashesh Sanjanwala, appearing on behalf of the Applicant/Petitioner, submitted that the Applicant/Petitioner has filed Interlocutory Application being IA No. 26 of 2026 in the present Petition seeking amendment of the main Petition, principally on account of certain subsequent events which have occurred after the institution of the Petition. He submitted that the controversy in the main Petition is narrow and essentially concerns the period for which extension of time is sought on account of the time consumed in relation to grant, revocation and subsequent re-grant of connectivity for the Project . It was submitted that the Applicant/Petitioner seeks to exclude the relevant period which was consumed during the aforesaid process, whereas the Respondent has not agreed to such extension.

2.1. He further submitted that during the pendency of the present Petition, the Respondent No. 1 GUVNL has recovered liquidated damages from the Applicant/Petitioner by adjusting the same against the invoices raised by the Applicant/Petitioner. It was pointed out that the original Petition

already contains prayers seeking, *inter-alia*, a direction restraining the Respondent from taking coercive action and a declaration that the Applicant/Petitioner is not liable to pay liquidated damages. According to the Counsel of the Applicant/Petitioner, in view of the subsequent recovery of the liquidated damages, the proposed amendment in the Petition sought vide IA No. 26 of 2026 intends to incorporate a consequential relief for refund of the amount so recovered, in the event the Applicant/Petitioner ultimately succeeds in the main Petition.

2.2. It was submitted that paragraph 7 of the Interim Application sets out the factual events which have occurred subsequent to the filing of the Petition, including the adjustment/recovery of liquidated damages from the invoices and the date of commissioning of the project. According to the Applicant/Petitioner, the proposed amendment is, thus, formal and consequential in nature and is necessary to bring subsequent events on record so that the entire controversy between the parties may be effectively adjudicated in the present proceedings.

3. Per contra, Ld. Counsel Ms. Shristi Khindaria, appearing for the Respondent No. 1 GUVNL submitted that the proposed amendment sought by the Applicant/Petitioner vide IA No. 26 of 2026 cannot be characterised as a mere formal amendment, particularly when the hearing in the matter had already commenced before the earlier Bench and pleadings in the matter stand concluded. It was submitted that certain issues claiming as force majeure had not been canvassed in the main Petition.

3.1. Ld. Counsel for the Respondent GUVNL invited attention to the paragraph 60B of the proposed amended Petition and submitted that the Applicant/Petitioner has now sought to introduce, *inter-alia*, issues relating to rainfall and cyclone as new grounds for claiming Force Majeure. According to the Respondent GUVNL, the proposed amendment

consequently gives rise to a substantially different factual and legal complexion of the dispute. It was, therefore, contended that having regard to the stage at which the amendment has been sought, the principles embodied in Order VI Rule 17 of the Code of Civil Procedure, 1908, particularly the proviso thereto, would require consideration before further proceedings in the matter.

3.2. It was further submitted by the Ld. Counsel of the Respondent No.1 GUVNL that the Judgment of the Hon'ble Supreme Court relied upon by the Applicant/Petitioner itself recognises the significance of the stage at which an amendment is sought, and paragraph 19 thereof records that the amendment in that case had been allowed before commencement of the hearing. The Respondent GUVNL, therefore, submitted that the present application, having been filed after commencement of the hearing and pleadings have been completed, and therefore, the same ought not to be treated as a routine or formal amendment. However, in the event, the Commission is inclined to allow the Interim Application, Ld. Counsel for the Respondent GUVNL sought liberty to file a comprehensive and consolidated response after proposed amendment is allowed taken on record by the Commission.

4. In response, Ld. Sr. Counsel for the Applicant/Petitioner submitted that the power to permit amendment of pleadings is intended to advance the cause of substantial justice and to enable the adjudicating forum to determine the real questions in controversy between the parties. It was submitted that an amendment which is necessary for determining the real controversy ought ordinarily to be permitted, particularly where no prejudice incapable of being compensated by an opportunity to respond is caused to the opposite party.

4.1. He further submitted that the proposed amendment does not introduce an independent or unrelated cause of action. The original prayers

already contain a challenge to the liability towards liquidated damages. The subsequent recovery of the said amount during the pendency of the proceedings is an event which has occurred after institution of the Petition. The prayer seeking refund, therefore, is only consequential to the reliefs already sought and would enable the Commission, in the event of the Applicant/Petitioner succeeding, to grant complete and effective relief without compelling the Applicant/Petitioner to institute separate proceedings.

4.2. It is also submitted that if the Applicant/Petitioner was required to institute a fresh proceeding merely for recovery/refund of the liquidated damages already recovered during the pendency of the present proceedings, the same would result in multiplicity of proceedings. The proposed amendment, according to the Applicant/Petitioner, would instead place all material facts and consequential reliefs arising from the same underlying controversy before the Commission in one proceeding.

4.3. As regards the contention of the Respondents that the hearing had commenced before the earlier Bench, Ld. Sr. Counsel submitted that the matter is required to be heard afresh before the present Bench and that the Respondent No. 1 GUVNL would have a full and effective opportunity to amend its pleadings. It is further submitted that the provisions of the CPC are not applicable to the proceedings before the Commission stricto sensu and that the Commission is required to adopt a procedure consistent with the principles of natural justice and the effective discharge of its statutory functions.

5. Heard the parties. Since the rival contentions raised by both the parties on the amendment sought by the Applicant/Petitioner, we deemed it appropriate to deal with the aforesaid IA No. 26 of 2026 filed by the Applicant/Petitioner before deciding the main matter.

6. We note that the Applicant/Petitioner has filed the IA No. 26 of 2026 in the present matter under the provisions of the GERC (Conduct of Business Regulations), 2004 seeking amendment of the main Petition and for placing additional facts and documents on record and *inter-alia*, seeking the following reliefs:

(a) Admit and allow the present Interlocutory Application.

(b) Permit the Applicant to amend the caption Petition by adding facts as stated in paragraph 7, grounds as stated in paragraph 8 and prayer clause as stated in paragraph 9 of the present Application.

(c) Direct the registry to take the amended Petition on record.

(d) Pass such other and further Orders and reliefs as may be considered fit, just and expedient in the facts and circumstances of the case and in the interest of justice.

7. We note the facts mentioned in the IA No. 26 of 2026, in brief, are as under:

7.1. The Applicant/Petitioner has entered into a Power Purchase Agreement dated 15.12.2022 with the Respondent No. 1 GUVNL for setting up a 140 MW Wind Power Project situated in Amreli District in the State of Gujarat.

7.2. It is stated that the Applicant/Petitioner had sought extension of the SCOD of the project from 14.12.2024 on account of various Force Majeure events for the period corresponding to the Force Majeure events preventing the Applicant/Petitioner from successfully commissioning it's project including specifically the time spent from 22.04.2023 till the execution of the Connectivity Agreement pursuant to the grant of Stage-1 and Stage-2 connectivity dated 30.11.2023.

7.3. It is stated that during the pendency of the Petition, the Project was commissioned in phases and according to the Petitioner, commissioned

to full capacity as required under the PPA with Respondent No. 1, GUVNL. In this regard, GEDA has issued commissioning certificates from time to time, which were submitted by the Petitioner to Respondent No. 1 GUVNL. The Applicant/Petitioner submitted that the present Application refers in certain places to a 140 MW project under the PPA and in other places to a total commissioned/installed capacity of 141.9 MW as reflected in the commissioning records and the recovery communication of GUVNL; the Applicant/Petitioner is bringing these facts on record without, at this stage, seeking to alter any such figures in the present Application.

7.4. It is stated that upon commencement of generation and supply of power by the Applicant/Petitioner to Respondent No. 1 GUVNL, the Applicant/Petitioner has raised its first energy invoice under the PPA. Upon submission of the said invoice, GUVNL informed the Applicant/Petitioner that it was required to confirm whether GUVNL could recover alleged liquidated damages (LD) from the first invoice. The Applicant/Petitioner, while disputing the levy of any LD, provided its consent strictly under protest and without prejudice to its rights and contentions in the captioned Petition, solely to facilitate processing of invoice payments.

7.5. In view of the aforesaid subsequent developments, the Applicant/Petitioner is constrained to file the present Application to bring on record the relevant subsequent facts, supporting documents, and consequential grounds and reliefs required to be added/amended in the Petition for effective adjudication of the captioned proceedings.

7.6. The Applicant/Petitioner is seeking to add following paragraphs after paragraph 44 in the memo of the Petition:

> *"44(a) – It is stated that pursuant to successful commissioning of its capacities and supply of power to Respondent No.1 GUVNL, the*

Petitioner raised its invoice dated 21.01.2025 for the month of December, 2024 in terms of the PPA dated 15.12.2022. Annexed hereto and marked as Annexure-DD is a copy of the invoice dated 21.01.2025 submitted by the Petitioner to the Respondent no.1 GUVNL.

44(b) - Upon submission of the aforesaid invoice, Respondent No. 1, GUVNL, by email dated 28.01.2025, asserted that liquidated damages were allegedly payable under Clause 3.3 of the PPA for delay in commissioning of the pending capacity and called upon the Petitioner to confirm whether such amounts could be recovered from the first and ensuing invoices, failing which the same would be recovered from the PBG. Annexed hereto and marked as Annexure-EE is a copy of the email dated 28.01.2025 sent by Respondent No. 1, GUVNL, to the Petitioner.

44(c) - The Petitioner, by way of an email dated 04.02.2025 informed Respondent no.1 GUVNL that it has requested GUVNL to grant appropriate relief with extension of time on SCOD, on account of occurrence of various Force Majeure events and the delay in commissioning of the Project beyond SCOD is not attributable to the Applicant. It also informed that the Petitioner has filed the captioned Petition which is pending before the Hon'ble Commission wherein a prayer for interim protection towards taking any coercive steps by GUVNL against the Petitioner. The Petitioner gave consent to deduct LDs from monthly invoices under protest. It also informed that the Petitioner does not agree with the levy of LDs and the consent for deduction of LDs is being made solely to facilitate the payment through monthly invoices. Annexed hereto and marked as Annexure-FF is a copy of the email dated 04.02.2025 sent by the Petitioner to Respondent No.1 GUVNL.

44(d) - It is stated that the Project was commissioned in various phases. In this regard, Gujarat Energy Development Agency ["GEDA"] issued commissioning certificates from time to time corresponding to such phased commissioning. The details of the commissioning certificates issued by GEDA are summarized in the following table:

Sr. No.	***Date of the Commissioning Certificate***	***Date of Commissioning***	***Capacity Commissioned***
1	*20.12.2024*	*13.12.2024*	*39.6 MW*
2	*01.03.2025*	*11.02.2025 & 12.02.2025*	*29.7 MW*
3	*07.04.2025*	*19.03.2025*	*13.2 MW*

4	*11.06.2025*	*11.04.2025, 17.05.2025, 30.05.2025, 01.06.2025, 05.06.2025*	*46.2 MW*
5	*18.06.2025*	*30.05.2025, 10.06.2025, 11.06.2025*	*13.2 MW*
6	*Total capacity*		*141.9 MW*

The Petitioner, inter alia by letter dated 23.06.2025, informed Respondent No. 1, GUVNL, that the Project had been commissioned and also submitted the aforesaid commissioning certificates to Respondent No. 1, GUVNL. Annexed hereto and marked as Annexure-GG is a copy of the letter dated 23.06.2025 along with the commissioning certificates. The Applicant respectfully states that this Application records both the 140 MW project description under the PPA and the total figure of 141.9 MW appearing in the commissioning summary/recovery communication, without prejudice to the Applicant's rights and contentions in relation thereto.

44(e) – It is stated that against the supply of power by the Petitioner to Respondent no.1 GUVNL, the Petitioner has raised invoices dated 21.01.2025, 18.02.2025, 19.03.2025, 21.04.2025, 22.05.2025 and 20.06.2025 on Respondent no.1 GUVNL against the supply of power as per the provisions of the PPA. Annexed hereto and marked as Annexure-HH (Colly.) are copies of the invoices dated 21.01.2025, 18.02.2025, 19.03.2025, 21.04.2025, 22.05.2025 and 20.06.2025 along with forwarding letters by the Petitioner.

44(f) The Respondent no.1 GUVNL vide an email dated 02.07.2025 to the Petitioner, informed applicable LD amount in response to the email dated 20.06.2025 of the Petitioner. The Respondent No.1 GUVNL informed the Petitioner by way of the aforesaid email that the applicable LD amount is Rs. 14,40,26,667/-. Annexed hereto and marked as Annexure-II is a copy of the email dated 02.07.2025 issued by GUVNL.

44(f) – The Petitioner issued a letter dated 07.07.2025 to Respondent no.1 GUVNL wherein it made a request for clarification on withholding of amount from payments received against the monthly invoices raised by the Applicant for the delivered energy. Annexed hereto an marked as Annexure-JJ is a copy of the letter dated 07.07.2025 issued by the Petitioner to the Respondent no.1 GUVNL.

44(g) It is stated that pursuant to full commissioning of the 141.9 MW Wind Power Project, the Respondent no.1 GUVNL released the Performance Bank Guarantee dated 15.12.2022 of Rs. 28,00,00,000/-. Respondent no.1 GUVNL returned the above Performance Bank Guarantee to the Petitioner vide letter dated 22.07.2025. Annexed hereto and marked as Annexure-KK is a copy of the letter dated 22.07.2025 issued by the Respondent no.1 GUVNL to the Petitioner.

44(g) – In response thereto, Respondent No. 1, GUVNL, by letter dated 23.07.2025, stated that it had recovered LD amounting to Rs. 14,40,26,667/- based on the installed capacity of 141.9 MW. It further stated that applicable rebate had also been computed while processing payments in accordance with the PPA. Annexed hereto and marked as Annexure-LL is a copy of the letter dated 23.07.2025 sent by Respondent No. 1, GUVNL, to the Petitioner.

44(h) – It is stated that the Petitioner executed Connectivity Agreement with GETCO vide Connection Agreement dated 11.01.2024 for establishing connectivity of its 140 MW Wind Power Project at 220 kV level with 220kV Charkha Substation of the GETCO. Annexed hereto and marked as Annexure-MM is a copy of the Connection Agreement dated 11.01.2024 executed by the Petitioner with GETCO."

7.7. It is submitted that the Applicant/Petitioner is seeking to add the following paragraphs after paragraph 60 in the memo of the captioned Petition:

"60(a) - It is submitted that, while the Petitioner's request for extension of SCOD remained pending adjudication by way of the captioned Petition, Respondent No. 1, GUVNL, proceeded to levy and recover liquidated damages. By letter dated 23.07.2025, GUVNL stated that it had recovered a sum of Rs. 14,40,26,667/- as LD based on the installed capacity of 141.9 MW. The Petitioner states that any consent communicated by it, including by email dated 04.02.2025, was expressly under protest and without prejudice, solely to facilitate processing of invoice payments, and cannot be construed as an admission of liability, waiver, or acquiescence.

60(b) – It is submitted that the Petitioner could not commission it's project within the SCOD and has therefore sought an extension of the SCOD from the Hon'ble Commission on account of various factors which are beyond the control of the Petitioner such as (i) delay in the grant of connectivity (ii) heavy rainfalls and floods at Project Site in the months of July and August, 2023 (iii) heavy rainfall and a deep

depression cyclone ASNA and consequent heavy rainfall at the project site in the months of July and August 2024 (iv) strike of stone quarry owners/operators across Gujarat from 01.10.2024 till 17.10.2024 and (v) delay in issuance of the Order passed by the Hon'ble Commission regarding installation of Remote Terminal Unit ["RTU"] at each WTGs etc. The Petitioner submitted that due to occurrence of the aforesaid multiple Force Majeure events, the timelines of the project has been impacted and has affected the SCOD of the project under the PPA. It is submitted that no LDs could have been imposed on the Petitioner in view of the aforesaid multiple Force Majeure events that has led to delay in commissioning of the Project in accordance with the provisions of the PPA;

60(c) – It is submitted that the LDs asserted by GUVNL vide email dated 28.01.2025 and letter dated 23.07.2025 are illegal, arbitrary, and contrary to the provisions of the PPA. In the event this Hon'ble Commission holds that the delay in commissioning of the Project is not attributable to the Petitioner, the Petitioner would be entitled to refund/restoration of the LDs amounting to Rs. 14,40,26,667/- recovered by Respondent No. 1, GUVNL.

60(d) It is a settled legal position that liquidated damages cannot be levied where delay is attributable to Force Majeure events or other causes not attributable to the generating company. The Petitioner craves leave to refer to and rely upon the relevant judgments during the course of hearing of the captioned Petition.

60(e) It is submitted that deduction of LDs from the Petitioner from time to time immediately after commissioning of the project created severe cash flow strain on the Petitioner which caused financial prejudice to the Petitioner."

7.8. It is also submitted that the Applicant/Petitioner is seeking to add following paragraphs in the prayer clause in paragraph 64 in the memo of the captioned Petition:

(v-a) Hold and declare that the recovery of Liquidated Damages amounting to Rs. 14,40,26,667/- by the Respondent No.1 GUVNL from the Petitioner's monthly bill of supply is wrongful, illegal, and contrary to the provisions of the PPA (v-b) The Hon'ble Commission may be pleased to direct Respondent No. 1, GUVNL, to refund, restore, or give credit for the Liquidated Damages amounting to Rs. 14,40,26,667/- deducted from the Petitioner's monthly bill of supply to the Petitioner;

7.9. It is stated that the present amendment satisfies the settled legal principles governing amendment of pleadings, including principles analogous to Order VI Rule 17 of the Code of Civil Procedure, 1908. The proposed amendment is necessary for proper and effective adjudication of the dispute, is bona fide, does not fundamentally alter the nature of the original Petition, does not cause irreparable prejudice to the Respondents, and, if refused, would result in multiplicity of proceedings. Accordingly, the present Application deserves to be allowed.

7.10. It is also stated that the facts sought to be brought on record by way of the present Application are necessary for effective adjudication of the Petition since the recovery of LDs by Respondent no.1 GUVNL is consequent to the delay in commissioning of the Project by the Applicant. Further, no prejudice whatsoever will be caused to the Respondent no.1 GUVNL if the present Application is allowed, whereas grave prejudice and hardship will be caused to the Applicant if the matter is adjudicated without considering these crucial developments that have transpired during the pendency of the proceedings.

7.11. It is submitted that the present application for amendment is bona fide and necessary for the complete and effective adjudication of the real dispute between the parties. The proposed amendment does not alter the fundamental nature or character of the original Petition, but merely bringing on record the facts and the relief in light of actions taken by the Respondent no.1 during the pendency of the proceedings.

8. We note that the Respondent No. 1 GUVNL filed its reply vide affidavit dated 14.09.2026 in the present IA No. 26 of 2026 stating as under:

8.1. It is contended that the Applicant/Petitioner has filed the Petition for declaration of force majeure event and extension of the Scheduled Commercial Operation Date (SCOD) in relation to the Power Purchase

Agreement dated 15.12.2022 between the Applicant/Petitioner and the Respondent No. 1 (PPA) in relation to the 140 MW Wind Power Project to be set up at Amreli, Gujarat.

8.2. The Respondent GUVNL denied the allegations and contentions of the Applicant/Petitioner in the Application as there is no merit in the Application of the Applicant/Petitioner.

8.3. It is contended that the Applicant/Petitioner by way of the present Application is seeking to add new grounds purportedly on the basis of subsequent developments; however the same is not correct. The pleadings have been completed in the matter and the matter was in fact already argued and parties have filed Written Submissions in April 2025. Therefore, trial has commenced and there cannot be any amendments sought.

8.4. It is also contended that the alleged amendments sought by the Applicant/Petitioner are related to aspects of invoices and consent of the Applicant/Petitioner from January 2025 and connectivity agreement in 2024. Further, the Applicant/Petitioner had also sought to file an IA which was disposed of on 03.10.2025 and even then no aspect was raised. There is no basis for why such aspects are sought to be raised only in 2026. The application is not bona fide and the Applicant/Petitioner has not shown diligence.

8.5. Further, the Applicant/Petitioner is not confined to claiming only even alleged subsequent events but also adding additional grounds which cannot be entertained.

8.6. It is contended that even otherwise, the contentions sought to be raised in the Amendments are without merit. The project of the Applicant/Petitioner was delayed and therefore, the Applicant/Petitioner is liable for liquidated damages as per the PPA. The

Applicant/Petitioner had specifically consented to the payment of liquidated damages from invoices raised by it and therefore, there cannot be any allegation against GUVNL in this regard. It is, however, not the case of GUVNL that the consent for such payment by itself is any waiver of the claims in the Petition No. 2314 of 2024. However, GUVNL's contention is that the claims in the Petition No. 2314 of 2024 are without any merit and the denial of liability of liquidated damages is erroneous and misconceived.

8.7. It is submitted that the Applicant/Petitioner has not raised any dispute on the calculation of the liquidated damages and the issue sought to be raised is on the liability of liquidated damages based on a claim of force majeure event. In this regard, GUVNL has already made detailed submissions demonstrating the fallacy of such claim of force majeure events. The issue has to be considered as per the terms of the PPA and there cannot be any general claim of delay not being attributable to generating company. The Applicant/Petitioner has to demonstrate the satisfaction of conditions of force majeure as per the PPA including requirement of notice of force majeure event. In this regard, it may be noted that there are subsequently multiple decisions of the Hon'ble Courts emphasizing the requirement of notice of force majeure for claiming relief thereto:

(a) Punjab State Power Corporation Limited -v- PSERC dated 28.08.2024 in Appeal No. 316 of 2018.

(b) Gujarat Urja Vikas Nigam Limited v. Tarini Infrastructure Ltd dated 11.03.2026 in Appeal No. 221 and 298 of 2018.

(c) Talettutayi Solar Projects Four Private Ltd. -v- Central Electricity Regulatory Commission and Ors., dated 03.02.2026 in Appeal No. 54 of 2020.

(d) Krishna Windfarms Developers Private Limited -v- Sh. B. Shreekumar, Deputy Chief (Legal) Central Electricity Regulatory Commission & Ors., dated 03.02.2026 in Appeal No. 04 of 2020:

8.8. It is submitted that from the bare perusal of the documents, it is clear that there is no case at all of the Applicant/Petitioner to claim any force majeure event in terms of the PPA or even otherwise any justification for delay. In fact, the Applicant/Petitioner had commissioned 39.6 MW by SCOD. There was no reason why the balance capacity could not be commissioned. There is clearly no issue of connectivity or otherwise as had been sought to be claimed by the Applicant/Petitioner in the Petition. The connectivity and evacuation facility was clearly available as on SCOD and in fact, even before.

8.9. The allegations on the alleged cash flow strain due to payment of Liquidated damages is not admitted and is denied. The Applicant/Petitioner cannot make vague unsubstantiated claims. Even otherwise, the Applicant/Petitioner had agreed for such payment and therefore it cannot now claim that there was strain.

8.10. It is reiterated that there cannot be any refund of liquidated damages. The liquidated damages are payable as per the PPA.

9. We further note that in response to the reply of Respondent No. 1 GUVNL, the Applicant/Petitioner filed its affidavit-in-rejoinder dated 16.09.2026 in the present IA No. 26 of 2026 stating as under:

9.1. It is submitted that the Applicant/Petitioner is in receipt of the Affidavit-in-Reply dated 14.09.2026 filed by the Respondent No. 1 GUVNL and the Applicant/Petitioner denied all the averments, contentions and/or allegations raised in the aforementioned Affidavit-in-Reply, except those specifically admitted herein under. None of the averments and contentions shall be deemed to be admitted for want of specific traverse.

9.2. It is submitted that at the outset, the Applicant/Petitioner has preferred this Petition wherein they have sought extension of the SCOD of the project from 14.12.2024 on account of various Force Majeure events for the period corresponding to the Force Majeure events preventing the Petitioner from successfully commissioning its project, including specifically the time spent from 22.04.2023 till the execution of the Connectivity agreement pursuant to the grant of Stage-1 and Stage -2 connectivity dated 30.11.2023.

9.3. It is submitted that during the pendency of this Petition, the project was commissioned in phases and according to the Applicant/Petitioner, commissioned to full capacity as required under the PPA with Respondent No. 1 GUVNL. GEDA issued commissioning certificates from time to time, which were submitted by the Applicant/Petitioner to Respondent No. 1 GUVNL. Thus, upon commencement of generation and supply of power by the Applicant/Petitioner to Respondent No.1 GUVNL, the Applicant/Petitioner had raised its first energy invoice under the PPA and upon submission of the said invoice, the Respondent No.1 GUVNL was required to confirm whether it could recover alleged liquidated damages from the first invoice. The Applicant/Petitioner, while disputing levy of any liquidated damages, provided its consent strictly under protest and without prejudice to its rights and contentions in the captioned petition, solely with an intention to facilitate the processing of invoice payments. Thus, the Applicant/Petitioner has filed the captioned Application to bring on record the aforesaid relevant subsequent facts, supporting documents and consequential grounds and reliefs, which in no way changes the nature of its Petition. In fact, the amendment is necessary for determining the real question in controversy and does not cause prejudice or injustice to the other side wherein the Respondent No. 1 GUVNL would have their right to defence in the main petition. Thus, as per Order VI Rule 17 CPC, 1908, which deals with amendment of pleadings, the amendment of pleadings can be

allowed at any stage and a liberal approach in granting amendment and more particularly as per settled law, the amendment should justifiably be allowed to rectify the absence of material particulars or introducing additional or new approach. Thus, in view of these facts and circumstances, the amendment sought in the present Application is to bring subsequent facts on record, which place the subsequent factual position on record and thus, the objections raised by Respondent No.1 GUVNL should be rejected.

9.4. In furtherance, it is submitted that per the recent judgment of the Hon'ble Supreme Court of India in the case of Akkiraju Panduranga Rao & Anr vs. Gundlapally Ranga Rao (2026 INSC 428), wherein the Hon'ble Apex Court, while restating settled legal position, has held that while deciding an application seeking amendment of pleadings, courts should not delve into the technicalities of law; rather, a liberal approach should be followed, inasmuch as the object and purpose of allowing amendment in the pleadings is to avoid multiplicity of litigation. Furthermore, the Apex Court held that courts have discretion to allow all amendments that may be necessary for determining the real question in controversy between the parties, provided it does not cause injustice or prejudice to the other side. Thus, in view of these facts and circumstances, the subsequent events are necessary to be included as they are material to the dispute, thus the Interlocutory Application deserve to be allowed.

9.5. It is submitted that GUVNL's description does not fully reflect the reliefs originally sought. In addition to declarations concerning force majeure and extension of SCOD, the Applicant/Petitioner, in its original Petition expressly sought protection against coercive action arising from non-commissioning by 14.12.2024; and a declaration that the Applicant/Petitioner was not liable to pay liquidated damages under Article 3.3 for the period affected by the force-majeure events.

9.6. It is denied that the present Application lacks merit. The Petition filed by the Applicant/Petitioner sets out chronology in relation to the connectivity, force majeure notices, GUVNL's responses, relevant PPA provisions and the requisite relief. The present Application filed by the Applicant/Petitioner supplements the record with subsequent commissioning, correspondences in relation to the liquidated damages and consequential prayers.

9.7. It is further submitted that the present Application is necessary for the necessary and effective adjudication of the Petition since the recovery of liquidated damages to the tune of Rs. 14,40,26,266/- by Respondent No.1 GUVNL is subsequent to the delay in commissioning of the project by the Applicant/Petitioner and it has caused severe prejudice to the Applicant/Petitioner and the amendment sought is bonafide in nature only with an intention to bring the subsequent facts on record. It is further submitted that the communications with respect to recovery of liquidated damages to the tune of Rs. 14,40,26,266/-, the Applicant/Petitioner had given the same in lieu of bank guarantee. The said adjustment was made from the monthly bill under protest, reserving all rights and contentions available to the Applicant/Petitioner under the law. Originally, the Petition was filed in December, 2023. At that stage (i) the project's contractual SCOD of 14.12.2024 had not arrived, (ii) it lacked the details of commissioning certificates and communications concerning liquidated damages recovery of Rs. 14,40,26,667, which the Applicant/Petitioner had given consent in lieu of the bank guarantee. The said consent for deduction by way of adjustment from the monthly bills was made under protest, reserving all its rights and contentions and (iii) The January 2025 invoice and deduction corresponding to the adjustment of the liquidated damages. Further, GUVNL's reference to Written Submissions filed in April, 2025 does not address commissioning developments of May-June, 2025 and July, 2025 communications confirming the recovery. Thus, the proposed

amendment includes the developments subsequent both to the original Petition and, in part, to the April 2025 submissions. The amendment to place on record these facts and grounds in no manner whatsoever changes the nature of the petition, and merely filing Written Submissions does not bar the filing of an amendment.

9.8. It is submitted that the IA No. 45 of 2025 was filed by the Applicant/Petitioner for the limited purpose of seeking interim relief to stay operation of the letter dated 17.05.2025. Since, the Applicant/Petitioner had commissioned the plant within the maximum deadline of commissioning, the said IA seeking interim relief did not survive and was accordingly disposed of on 03.10.2025. Thus, disposal of IA on 03.10.2025 does not in any manner preclude the Applicant/Petitioner from filing an amendment application. Thus, the contention that the Application is not bonafide and the Applicant/Petitioner has now shown diligence is thoroughly misconceived and deserves to be dismissed.

9.9. It is submitted that the grounds sought to be added by the Applicant/Petitioner are in relation to the facts which are sought to be added. Therefore, the amendment in relation to the grounds deserves to be allowed.

9.10. It is submitted that vide email dated 04.02.2025, the Applicant/Petitioner informed to the Respondent No.1 GUVNL that since the dispute concerning extension of SCOD is pending judicial consideration before the Commission, the consent for deduction of liquidated damages was made under protest without prejudice to the rights, entitlements, remedies available under the law. It is the case of the Applicant/Petitioner that on account of genuine Force Majeure events as stated in the Petition, the Applicant/Petitioner could not commission the plant within the initial deadline. Resultantly, the

Applicant/Petitioner has suffered liquidated damages which are without any basis and are required to be challenged.

9.11. It is submitted that the absence of a separate challenge to the arithmetic does not amount to an admission of liability, and upon extension of the SCOD, the period and capacity attracting Liquidated Damages would necessarily require consequential reconsideration. The present Application concerns the underlying liability and consequential recovery and cannot be construed as an admission as to the contractual correctness of every computational input. Further, the original Petition is not founded merely on a general assertion of GUVNL's knowledge of the Project difficulties. The Connectivity Notice dated 16.06.2023 specifically records and pleads Force Majeure arising from the delay in grant of connectivity. The Applicant/Petitioner relies upon the notices and supporting material already placed on record, which are required to be examined in the context of the specific Force Majeure event/s and the applicable provisions of the PPA. The Applicant/Petitioner does not dispute that the contractual requirements are material. However, the decisions relied upon must be applied to the particular PPA provisions and evidence in this case.

9.12. It is submitted that the contention that the Applicant/Petitioner had commissioned 39.06 MW by SCOD will not entitle Applicant/Petitioner to claim any Force Majeure event in terms of the PPA is thoroughly misconceived. The Applicant/Petitioner's case concerns the loss of previously granted connectivity and the time required to secure the same afresh. Mere availability of evacuation facilities by the SCOD does not, by itself, negate the impact of the intervening disruption on the construction and commissioning schedule. Further, Article 8.1(e) contemplates continued performance to the extent unaffected, coupled with reasonable mitigation. Accordingly, part-commissioning of the Project is consistent with such obligation and does not, by itself,

extinguish the claim in respect of delay to the remaining capacity. Thus, as evident from the aforesaid facts and circumstances, the consequential events are necessary for the material adjudication of the dispute in the main petition. Thus, it is submitted the Interlocutory Applications is required to be allowed.

9.13. It is submitted that an adverse financial impact has been caused due to the levy of Rs. 14,40,26,667/- on the Applicant/Petitioner Company. The contention that the consent to deductions excludes financial strain is denied. It is denied that the Applicant/Petitioner has made vague and unsubstantiated claims. Consent under protest to a recovery mechanism does not establish absence of financial prejudice. The claim of the Respondent that the Applicant/Petitioner had agreed to such payment is baseless; on the contrary, the Applicant/Petitioner had made payment under protest since the matter is pending consideration before the Commission. The pleadings refer to the financial effect of liquidated damages on the project.

9.14. It is submitted that the Respondents GUVNL's assertion that no refund can be granted assumes the outcome of the pending liability dispute. The Applicant/Petitioner's entitlement to the whole or part of that amount will depend on the Commission's findings concerning qualifying events, contractual compliance, impact and the resulting extension. It is further submitted that the claim by the Respondent No.1 GUVNL cannot be refunded is premature, since the matter is pending consideration before the Commission to effectively adjudicate the material dispute. Thus, in view of these facts and circumstances, the Interlocutory Application for Amendment deserves to be allowed.

9.15. Based on the above, the Applicant/Petitioner prayed that the Commission may be pleased to allow the captioned Application for amendment.

10. We have considered the averments made in the Interim Application, the reply filed by Respondent No. 1, the affidavit-in-rejoinder filed by the Applicant/Petitioner, the oral submissions advanced during the course of hearing and the material placed on record. The limited question which arises for consideration at this stage is whether the amendments sought by the Applicant/Petitioner vide IA No. 26 of 2026 are necessary for the complete and effective adjudication of the controversy involved in the main Petition and whether permitting such amendments would cause any prejudice to the Respondents. We note that the power to permit amendment of pleadings is intended to facilitate determination of the real controversy between the parties and to avoid multiplicity of proceedings. The procedural rules governing amendment of pleadings are meant to advance the cause of substantial justice and are not intended to defeat adjudication of the real dispute on account of subsequent developments which have a direct bearing upon the reliefs sought.

10.1. In the present case, the original Petition was instituted seeking, *inter-alia,* extension/deferment of the SCOD of the Project on account of events which, according to the Applicant/Petitioner, were beyond its reasonable control including the issue concerning grant, revocation and subsequent re-grant of connectivity. The Applicant/Petitioner has specifically submitted that the controversy in the main Petition essentially concerns the period consumed in the connectivity process and the consequential effect thereof upon the contractual commissioning timeline. Thus, the fundamental subject matter of the original Petition remains the same. The subsequent events sought to be incorporated by the Applicant/Petitioner relate to the commissioning of the Project, the raising of invoices, recovery/adjustment of liquidated damages by GUVNL from the invoices so raising by the Applicant/Petitioner and the consequential claim for restoration/refund

thereof in the event the Applicant/Petitioner succeeds in the main Petition. We find that these events have a direct and proximate nexus with the original dispute and cannot be regarded as an independent or unrelated cause of action. In particular, the original Petition already contained reliefs concerning the Applicant/Petitioner's liability towards liquidated damages. The subsequent recovery of the said liquidated damages during the pendency of the proceedings has merely altered the factual position and has rendered a consequential relief for refund/restoration necessary for complete adjudication.

10.2. The contention of Respondent No. 1 GUVNL that the Applicant/Petitioner is seeking to introduce a new case or a substantially different cause of action also does not merit acceptance at this stage. The proposed amendments relating to rainfall, cyclone, strike of quarry operators, connectivity and the commissioning process are pleaded in the context of the Applicant/Petitioner's existing case concerning delay in commissioning and the consequential extension of SCOD. Whether any particular event satisfies the contractual requirements of Force Majeure, whether the requisite notice was given, whether the event had the requisite causal impact upon the commissioning schedule, and whether the Applicant/Petitioner took reasonable steps to mitigate its consequences are the matters to be decided on the merits. There are no grounds for refusing to place subsequent and relevant facts on record. The Applicant/Petitioner has itself acknowledged that the contractual requirements relating to Force Majeure are material and that the Respondent would be entitled to contest the same. Therefore, permitting the amendments does not amount to acceptance of the Applicant/Petitioner's case on claim Force Majeure, if any, as it merely ensures that the factual and legal issues arising from the subsequent developments are properly placed before the Commission for adjudication.

10.3. We also note the contention of GUVNL that the hearing had commenced before the earlier Bench and that written submissions had already been filed in April 2025 also cannot, in the facts of the present case, constitute an absolute bar to the proposed amendment. The material facts sought to be introduced include events which admittedly occurred after the institution of the Petition and in substantial part, after the filing of the written submissions referred to by GUVNL. The commissioning certificates referred to by the Applicant/Petitioner include certificates issued in May and June 2025, while the communications concerning the quantified recovery of liquidated damages were issued in July 2025. These events could, therefore, not have been pleaded in the original Petition filed prior to their occurrence. The fact that the proceedings had progressed before the earlier Bench cannot deprive the Applicant/Petitioner of the opportunity to place subsequent material developments on record where such developments have a direct bearing upon the relief already claimed. The present proceedings are required to culminate in an adjudication of the substantive controversy between the parties and not merely on the basis of an incomplete factual position which existed at the time of institution of the Petition.

10.4. We have also considered the submission of GUVNL that the Applicant/Petitioner had earlier filed an Interim Application which came to be disposed of on 03.10.2025 and that the present amendment was sought only thereafter, thereby demonstrating absence of due diligence. The said contention does not persuade us. As explained by the Applicant/Petitioner, the earlier Interim Application was filed for a limited interim relief concerning the operation of the communication dated 17.05.2025 and came to be disposed of as the Project had, by then, been commissioned within the maximum commissioning period. The subsequent events now sought to be brought on record include the subsequent commissioning certificates, invoices, communications concerning recovery of liquidated damages and the actual recovery

thereof. Further, the Applicant/Petitioner has specifically stated that the consent given for deduction of liquidated damages was under protest and without prejudice to its rights and contentions in the pending Petition. In these circumstances, the mere fact that an earlier interlocutory proceeding had been disposed of cannot, by itself, operate as an estoppel against bringing subsequent and consequential facts on record.

10.5. We also note the contention of GUVNL that the Applicant/Petitioner had consented to deduction of liquidated damages and therefore, cannot subsequently challenge the same, also does not furnish a ground to reject the amendment. The material placed on record indicates that the Applicant/Petitioner had expressly disputed the levy of liquidated damages and had communicated its consent to deduction under protest and without prejudice to its rights and contentions, with the stated object of facilitating processing of its invoices. Significantly, the Respondent GUVNL itself has stated that its case is not that such consent, by itself, constitutes a waiver of the claims raised in the main Petition. Consequently, the question whether the Applicant/Petitioner is contractually liable for liquidated damages and whether any amount already recovered is liable to be restored upon adjudication of the main Petition, remains a matter to be determined on merits of the present Petition. At the amendment stage, the Commission is not required to determine the ultimate entitlement of either party. The subsequent recovery of Rs. 14,40,26,667/- as pleaded by the Applicant/Petitioner is plainly a material development concerning a relief already connected with the original controversy and is, therefore, necessary to be brought on record.

10.6. We further note the submission of GUVNL that the Applicant/Petitioner has not disputed the calculation of liquidated damages and that the only dispute is regarding the underlying liability also does not justify

rejection of the proposed amendment. The absence of a separate challenge to the arithmetic or computational methodology cannot, at this stage, be construed as an admission of the underlying contractual liability. The Applicant/Petitioner's case is that the levy itself is disputed on account of the Force Majeure events pleaded in the main Petition and that upon determination of the entitlement to extension of SCOD, the consequential liability, if any, towards liquidated damages would necessarily require examination. Likewise, GUVNL's reliance upon judicial decisions concerning notice of Force Majeure cannot be examined conclusively while deciding an application for amendment. The applicability, interpretation and effect of those decisions in the factual and contractual setting of the present case are matters to be considered while adjudicating the main Petition after the parties have completed their pleadings and placed the relevant material before the Commission.

10.7. We are also unable to accept the contention of the Respondent GUVNL that permitting the amendment would cause prejudice to GUVNL. The proposed amendments do not seek to deprive the Respondent GUVNL of any substantive or procedural right. The Respondent GUVNL has liberty to file a comprehensive and consolidated response to the amended pleadings. Such opportunity can adequately safeguard the Respondent's right to contest every averment, document, ground and consequential prayer introduced by the Applicant/Petitioner. Conversely, refusal to permit the amendment would result in the Commission adjudicating the main Petition without taking into account material events which have occurred during the pendency of the proceedings and which have a direct bearing upon the reliefs already claimed by the Applicant/Petitioner. The proposed amendments are necessary to bring the controversy in its present and complete factual form before the Commission. The Respondent's right of defence is fully protected by

granting it reasonable opportunity to file its reply and consequential submissions.

10.8. In the present case, the Applicant/Petitioner has sought for an amendment of the memo of Petition on the ground that it was only when the Applicant/Petitioner raised its invoice on 21.01.2025, the Respondent GUVNL had sent an email dated 28.01.2025 asserting that liquidated damages were payable by the Applicant/Petitioner for the delay in commissioning of the pending capacity and called upon the Applicant/Petitioner to confirm whether such amounts could be recovered from the first and ensuing invoices, otherwise the same would be recovered from the Performance Bank Guarantee (PBG). It is pertinent to note here that the main Petition was filed in December 2023 when the issue of alleged recovery of liquidated damages was not a subject matter.

10.9. It is true that the amendment application was filed after filing of the written statements by both sides in the main Petition. Be that as it may, it is a settled position that while deciding an application seeking amendment of pleadings, the Courts should not delve into the technicalities of law; rather a liberal approach should be followed, inasmuch as the object and purpose of allowing amendment in the pleadings is to avoid multiplicity of litigation, as held by the Hon'ble Supreme Court in the case of *Akkiraju Panduranga & Anr. V/s. Gundlapally Ranga Rao, in SLP (C) Nos. 17491-17492/2023* and as relied upon by the Applicant/Petitioner.

10.10. The Hon'ble Supreme Court in the case of *Vinay Raghunath Deshmukh v. Natwarlal Shamji Gada & Anr., 2026 INSC 416,* held that the Courts cannot examine the merits of a case while deciding an application for the amendment of pleadings under Order VI Rule 17 of the CPC, 1908 and subsequent events brought on record should be permitted liberally to

determine the real controversy. It is further held that while considering whether to allow an amendment based on subsequent events, the Courts must not conduct a detailed mini-trial or evaluate the substantive merits/correctness of the proposed additions. Subsequent developments or events that fundamentally alter or supplement the original context of the litigation can and should be allowed into the pleadings to avoid a multiplicity of proceedings and render complete justice.

10.11. The Hon'ble High Court of Delhi in case of *Subodh Jain V/s. Subhash Jain in RFA (OS) No. 35/2019, CM Applications No. 16423/2019, 16426/2019 & 37069/2023* decided on 29.05.2026, has held as under:

> *"17. In our view, since the cause of action arose during the pendency of the suit, proposed amendment ought to have been granted because the basic structure of the suit has not changed and that there was merely change in the nature of relief claimed. We fail to understand if it is permissible for the appellants to file an independent suit, why the same relief which could be prayed for in the new suit cannot be permitted to be incorporated in the pending suit."*

10.12. The Hon'ble Supreme Court in the case of Om Prakash Gupta V/s. Ranbir B. in Appeal (Civil) No. 5460/1999 (decided on January 18, 2002) held that, *"the ordinary rule of civil law is that the rights of the parties stand crystallised on the date of the institution of the suit and, therefore, the decree in a suit should accord with the rights of the parties as they stood at the commencement of the lis. However, the Court has power to take notice of subsequent events and mould the relief accordingly subject to the following conditions being satisfied :*

(i) that the relief, as claimed originally has, by reason of subsequent events, become inappropriate or cannot be granted;

(ii) that taking note of such subsequent event or changed circumstances would shorten litigation and enable complete justice being done to the parties; and

(iii) that such subsequent event is brought to the notice of the court promptly and in accordance with the rules of procedural law so that the opposite party is not taken by surprise.

Such subsequent event may be one purely of law or founded on facts. In the former case, the court may take judicial notice of the event and before acting thereon put the parties on notice of how the change in law is going to affect the rights and obligations of the parties and modify or mould the course of litigation or the relief so as to bring it in conformity with the law. In the latter case, the party relying on the subsequent event, which consists of facts not beyond pale of controversy either as to their existence or in their impact, is expected to have resort to amendment of pleadings under Order 6 Rule 17 CPC. Such subsequent event, the Court may permit being introduced into the pleadings by way of amendment as it would be necessary to do so for the purpose of determining real questions in controversy between the parties."

10.13. The facts sought to be brought on record relate to the subsequent event of sending an email by Respondent GUVNL to the Applicant/Petitioner asserting that liquidated damages were payable by the Applicant/Petitioner for the delay in commissioning of the pending capacity and called upon the Applicant/Petitioner to confirm whether such amounts could be recovered from the first and ensuing invoices, otherwise the same would be recovered from the PBG. Adjudication of the main Petition will be incomplete and ineffective if the consequent facts are not brought on record. This is due to the fact that the subsequent demand of liquidated damages and related events form a continuous chain finding its genesis in the email dated 28.01.2025 sent by Respondent GUVNL in response to the energy Invoice raised by the Applicant/Petitioner on 21.01.2025. For instance, the Respondent GUVNL has made the claim for recovery of liquidated damages for an amount to be paid to it by penalising the Applicant/Petitioner for the

delay in commissioning of the Project. Thus, the subsequent issuance of recovery claim arises as a part of the same event and hence, its effect on the claim of the Respondent GUVNL, if any, must be adjudicated together. Accordingly, we hold that the subsequent events form a continuous cause of action for which a fresh Petition is not to be filed, as it does not change the nature and character of the present pending Petition.

10.14. In the facts of the present Application, the Applicant/Petitioner relying on the subsequent events, which consists of facts not beyond pale of controversy either as to their existence or in their impact, is expected to have resort to amendment of pleadings under Order VI Rule 17 CPC, 1908. Such subsequent events, the Court may permit being introduced into the pleadings by way of amendment as it would be necessary to do so for the purpose of determining real questions in controversy between the parties. We, therefore, find that by allowing the said Application, no prejudice would be caused to the Respondent GUVNL as it would have an opportunity to file an additional counter and additional written statement.

10.15. In view of the foregoing discussion, we are of the considered view that the amendments sought by the Applicant/Petitioner are relevant and necessary to decide the controversy already pending before the Commission and necessary for determining the real questions in dispute between the parties. The proposed amendments do not fundamentally alter the nature or character of the original Petition, nor do they introduce an unrelated cause of action. The objections raised by Respondent No. 1 GUVNL regarding the stage of the proceedings, alleged absence of diligence, consent to deduction of liquidated damages and subsequent claim of the Force Majeure are the aspects to be decided on the merits after hearing both the parties by providing an opportunity of amending the pleadings to the Respondent.

10.16. In view of the above deliberation, we decide to allow IA No. 26 of 2026 and accordingly, permit the Applicant/Petitioner to file amended Petition as sought in the Interim Application. The Respondent No. 1 GUVNL would be at liberty to file its consolidated reply to the amended Petition, on or before 08.10.2026 after receipt of amended Petition from the Applicant/Petitioner, with a copy to the Applicant/Petitioner. The Applicant/Petitioner is directed to file its Rejoinder to the consolidated Reply as may be filed by the Respondent, on or before 22.10.2026. We also clarify that the grant of amendment is confined only to permitting the Applicant/Petitioner to amend the Petition and shall not, by itself, constitute an adjudication upon the merits of the claims of either party. All the contesting issues shall be adjudicated by the Commission in accordance with law after hearing the parties and on the basis of the pleadings and material placed on record by both the parties.

11. With this Order, IA No. 26 of 2026 filed by the Applicant/Petitioner in Petition No. 2314 of 2024 stands disposed of.

12. Next date of hearing in the main matter will be intimated separately after completion of the pleadings.

13. Order accordingly.

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

Place: Gandhinagar.

Date: 23/09/2026.