BEFORE THE GUJARAT ELECTRICITY REGULATORY COMMISSION

GANDHINAGAR

Petition No. 2532 of 2025

In the matter of:

Petition under Section 86(1)(b), (e), (f) and (k) of the Electricity Act, 2003 read with Article 8 of the Power Purchase Agreement dated 08.02.2024 executed between M/s Juniper Green Kite Private Limited and Gujarat Urja Vikas Nigam Limited, for supply of 70 MW wind power from its project in the state of Gujarat, seeking inter alia extension of the Scheduled Commercial Operation Date on account of certain Force Majeure events affecting the project implementation and thereby passing appropriate Order(s) / Direction(s) in this regard to the extent prayed for herein.

Along with

I.A. No. 76 of 2025 in Petition No. 2532 of 2025.

In the matter of:

Interlocutory Application under Section 94(2) of the Electricity Act, 2003 read with Regulations 66 and 80 of the GERC (Conduct of Business) Regulations 2004 seeking issuance of appropriate interim Orders against the Respondent along with supporting affidavit.

Petitioner / Applicant	:	M/s Juniper Green Kite Private Limited
Represented by	:	Ld. Advocates Ms. Parichita Chowdhary, along with Mr. Mandeep Saluja, Ms. Sanjeevani Mishra.

V/s.

Respondent	:	Gujarat Urja Vikas Nigam Limited
Represented by	:	Ld. Adv. Mr. Aneesh Bajaj along with Mr. Rushabh Soni.

CORAM:
Pankaj Joshi, Chairman
Jatin N. Thakkar, Member

Date: 20/ 06/2026

ORDER

1. Before we proceed, it is to note that the record of this Petition shows that the present Petition along with IA No.76 of 2025, were heard on different dates and appropriate Daily Orders were passed by the previous Bench of the Commission. Subsequently, upon superannuation of the previous Members of the Commission, the present Bench of the Commission heard the matter and proceeded to dispose of the same by this Order.

2. The present Petition filed by the Petitioner seeking the following prayers:

(a) *To declare and hold that the delay of 384 days till date, in allotment of land possession of revenue land to enable the Petitioner to construct the 70 MW Project within specified timelines, qualifies as a Force Majeure event under Article 8 of the PPA;*

(b) *To declare and hold that the difficulty in acquiring land / ROW from the farmers / landowners for the purpose of construction and development of the Project qualifies as a Force Majeure event under Article 8 of the PPA and the Petitioner is accordingly, entitled to the consequential relief of extension in the SCOD of the Project and the Petitioner is entitled to grant of an extension of SCOD of the Project for approximately 63 days;*

(c) *To declare and hold that delays faced by the Petitioner on account of the administrative disruptions caused on account of the General Elections in the State of Gujarat, which led to a delay in grant of necessary approvals qualifies as a Force Majeure event under Article 8 of the PPA and the Petitioner is accordingly, entitled to the consequential relief of extension in the SCOD of the Project and the Petitioner is entitled to grant of an extension of SCOD of the Project for approximately 80 days;*

(d) *To declare and hold that the hardship faced by the Petitioner due to critical shortage of solid-core insulators which are essential for manufacturing electrical components such as circuit breakers, current transformers (CTs). and potential transformers (PTs)*

qualifies as a Force Majeure event under Article 8 of the PPA and the Petitioner is accordingly, entitled to the consequential relief of extension in the SCOD of the Project and the Petitioner is entitled to grant of an extension of SCOD of the Project for approximately 143 days (including delay of 65 days due to fire incident);

(e) *To declare and hold that the Notification dated 03.03.2025 issued by the Superintendent of Police, Devbhoomi Dwarka, which restricted movement of the vehicles (excluding government and emergency vehicles) from 07.03.2025 to 16.03.2025 due to the Holi festival in the State of Gujarat qualifies as a Force Majeure event under Article 8 of the PPA and the Petitioner is accordingly, entitled to the consequential relief of extension in the SCOD of the Project and the Petitioner is entitled to grant of an extension of SCOD of the Project for approximately 10 to 12 days;*

(f) *To declare and hold that during the process of constructing and developing the Project the Petitioner faced the difficulties of the indefinite quarry and mining strike in the State of Gujarat qualifies as a Force Majeure event under Article 8 of the PPA and the Petitioner is accordingly, entitled to the consequential relief of extension in the SCOD of the Project and the Petitioner is entitled to grant of an extension of SCOD of the Project for approximately 30 days;*

(g) *To declare and hold that the extraordinary and unforeseen situation arose because of India - Pakistan conflict i.e., an act of war (undeclared) which triggered widespread disruption across multiple border-adjacent states including but not limited to Rajasthan and Gujarat qualifies as a Force Majeure event under Article 8 of the PPA and the Petitioner is accordingly. entitled to the consequential relief of extension in the SCOD of the Project and the Petitioner is entitled to grant of an extension of SCOD of the Project;*

(h) *To declare and hold that the retrospective implementation of requirement of RTU at each WTG and the delay caused due to pendency of petitions before the Commission seeking relaxation in installation of RTU as necessitated by the Wind Tariff Order 2024, and instead of SCADA, an alternative mechanism already in place to comply with the directions of the Commission in the Wind Tariff*

Order 2024, has led to regulatory uncertainty and thereby causing delay of 495 days in Project implementation and commissioning qualifies as a Force Majeure event under Article 8 of the PPA and the Petitioner is accordingly, entitled to the consequential relief of extension in the SCOD of the project and the Petitioner is entitled to grant of an extension of SCOD of the project.

(i) *In the interim, the Commission may direct GUVNL to not encash the Performance Bank Guarantee bearing No. 0GT0005240091435 dated 03.02.2024, amounting to INR 14 Crores, which has been submitted by the Petitioner in terms of the PPA.*

(j) *In the interim, the Commission may direct GUVNL to not impose any liquidated damages upon the Petitioner for not meeting the timelines as obligated under the PPA on account of the Force Majeure events faced by the Petitioner during the construction and development of the Project.*

3. The Petitioner has also filed IA No. 76 of 2025 in Petition No. 2532 of 2025, *inter alia* seeking following prayers:

(a) *Admit and allow the present Application;*

(b) *Issue appropriate ex-parte, ad-interim direction(s) / order(s) restraining Gujarat Urja Vikas Nigam Limited to take any coercive and/ or precipitative step(s) against the Applicant herein, including invocation and/or encashment of the Performance Bank Guarantee bearing No. OGT0005240091435 dated 03.02.2024, by GUVNL amounting to INR 14 Crores, which has been submitted by the Petitioner in terms of the PPA, till the final disposal of the accompanying petition;*

(c) *Issue appropriate ex-parte, ad-interim direction(s) / order(s) restraining Gujarat Urja Vikas Nigam Limited to take any coercive and/ or precipitative step(s) against the Applicant herein, including imposition of any liquidated damages upon the Petitioner for not meeting the timelines as obligated under the PPA, on account of the Force Majeure events faced by the Petitioner during the construction and development of the Project;*

(d) *Pass any such other or further order(s) as deemed appropriate by this Hon'ble Commission in the facts and circumstances of the present case.*

4. The facts of the Petition mentioned in brief are as under:

4.1. The present Petition has been filed by M/s Juniper Green Kite Private Limited invoking the adjudicatory and regulatory powers of the Commission seeking extension of the Scheduled Commercial Operation Date (SCOD) of its 70 MW wind power project located at Villages Bamanasa, Kuranga, Okha Madhi, Hadmatiya and nearby villages, Taluka Kalyanpur and Dwarka, District Devbhumi Dwarka, Gujarat.

4.2. The Petitioner is a generating company as defined in Section 2(28) of the Electricity Act, 2003 and is inter alia engaged in the business of generation and sale of renewable energy.

4.3. The Respondent, GUVNL, is a company incorporated under the Companies Act 1956 and is the holding company of all the unbundled functional entities of the erstwhile Gujarat Electricity Board (GEB) and is performing the bulk purchase and bulk sale of power, assigned as per there-organization scheme issued by Government of Gujarat in accordance with the Gujarat Electricity Industry (Reorganization and Regulation) Act, 2003

4.4. The Respondent GUVNL issued a Request for Selection dated 14.03.2023 under RfS No. GUVNL/500 MW/Wind (Phase V) for procurement of 500 MW grid-connected wind power projects through competitive bidding, with an additional 500 MW under the Greenshoe Option.

4.5. The Government of Gujarat notified the Procedure for "Grant of Connectivity to Projects based on Renewable Sources to Intra-State Transmission System" on 07.01.2023.

4.6. The Petitioner was granted Stage-I and Stage-II connectivity on 31.08.2023.

4.7. Pursuant to the bidding process, Juniper Green Energy Limited (holding

company of the Petitioner) was declared successful bidder and issued a Letter of Intent dated 02.06.2023 for development of a 70 MW wind power project and sale of power to GUVNL.

4.8. The Respondent, GUVNL filed Petition No. 2225 of 2023 before the Commission under Section 63 of the Electricity Act, 2003 for adoption of tariff discovered through the competitive bidding process.

4.9. The Commission vide its order dated 29.01.2024 adopted the tariff of INR 3.11/unit. M/s Juniper Green Energy Limited vide its letter dated 06.02.2024 intimated that it is desirous of developing a 70 MW wind power project in Gujarat and execute the PPA through their project company viz. Juniper Green Kite Private Limited i.e., the Petitioner herein.

4.10. The Petitioner entered into a PPA with Respondent, GUVNL, on 08.02.2024 for purchase of 70 MW wind power from the Petitioner's Project.

4.11. GETCO has granted the charging permission to M/s. Juniper Green Beam Private Limited on 25.06.2025 for the 220 kV feeder bay at GETCO's 400 kV Bhogat Substation, for evacuation of power from the wind power Project.

4.12. The Petitioner executed a Lead Generator Agreement with M/s. Juniper Green Beam Private Limited, wherein it was agreed between the parties that, in relation to the group of projects, for the purpose of availing connectivity and LTA with Intra State Transmission Systems network for the requisite quantum, in line with requisite regulations, M/s. Juniper Green Beam Private Limited shall act as the Lead Generator on behalf of all the parties to undertake all the operational and commercial responsibilities for the parties connected at the common point.

4.13. The Petitioner has faced several instances leading to the *force majeure* event, which were unforeseen and uncontrollable, which have resulted in delays in construction and commissioning of the Petitioner's Project. The details pertaining to each of the said *force majeure* events are set out subsequently.

Delay in allotment of land and obtaining land approval for setting

up the project – FM Event 1

4.14. The delay faced by the Petitioner on account of the fact that despite submitting the DD i.e., on 26.07.2024 for the allotment of the land for 9 locations, the Petitioner received the possession after a lapse of period for 54 days i.e., on 18.09.2024 for the village of Bamanasa. Further, for the remaining 2 nos. of locations the Petitioner submitted the DD i.e., on 26.07.2024 for the allotment of the land for 2 locations, however, the Petitioner received the possession after a lapse of period for 304 days i.e., on 26.05.2025 for the village of Kuranga.

4.15. The Petitioner, while planning to construct and develop its Project was uncertain about the allotment of land and therefore, without certainty, it could not have proceeded with the development and construction of the Project.

4.16. The aforesaid delay in grant of approval cannot be accounted on part of the Petitioner and the same period is required to be extended in terms of the force majeure clause coded under the PPA executed between the Petitioner and Respondent, GUVNL.

4.17. The Petitioner persistently followed up with the Revenue Department/ Mamlatdar and other necessary Government Authorities for timely approval and also presented formal representations, however, the approvals remained pending due to delays and for the reasons best known to the officials. Thus, as per the terms of the PPA any delay caused due to action/non-actions on the part of government is mandated to be excluded for achieving the SCOD of the Project.

4.18. During the said process the Petitioner lost substantial amount of time for constructing and developing the Project, further, this unforeseen event has significantly impeded the Project's construction schedule, posing a substantial risk to the timely fulfilment of the obligations under the PPA. The aforesaid unforeseen event is completely beyond the reasonable control of the Petitioner, since the delay is on part of the government authorities who had to process the application.

4.19. There is a delay in the handing over the possession of the WTG land locations by the government authorities to the Petitioner, which led to the access to the said Project site unavailable to the Petitioner, as a

result of which the construction work could not be started on time.

4.20. The Petitioner sought an extension of the SCOD of its Project by 54 days and 304 days respectively for Bamanasa village and Kuranga village on account of the occurrence of the FM Event 1 for the period from 26.07.2024 to 26.05.2025. The reasons to that effect along with the submissions of the Petitioner are given hereinbelow:

(a) The Petitioner filed an application dated 30.12.2023 (for Bamanasa) and on 03.01.2024 (for Kuranga) before the District Collector, seeking approval under the prevalent Rules and Regulations along with the supporting documents, for the possession of revenue land to set up the Project and commission the same within the stipulated timelines.

(b) Without certainty and assurances, the Petitioner could not have proceeded with the construction and development of the Project, and the Petitioner was ultimately required to wait for the necessary approvals. Because of the aforesaid reasons, the Petitioner cannot be penalized by Respondent, GUVNL since the said delay was not at all attributable to the Petitioner.

(c) Generally, the processing time for granting approvals to the applications as made by the Petitioner is approximately 15-30 days from the date of application. However, there is a delay of 54 days and 304 days for Bamanasa village and Kuranga respectively in the grant of approval by the State Instrumentalities for the period from 26.07.2024 until 26.05.2025, which cannot be attributable to the Petitioner in any manner.

(d) On account of the delay in granting approval to the Petitioner by the State Instrumentality for the construction of the Project, the development of the Project has been severely impacted since all the Project activities are interconnected and the delay in granting the aforesaid approval has led to cascading effect on other Project milestones.

(e) In absence of the aforesaid approval, the Petitioner cannot progress with the development and construction of the Project since

approval is mandatorily required to plan the execution of the Project. Therefore, delay in grant of approval by the State Instrumentality qualifies as a Force Majeure event under Article 8 of the PPA, thereby, contractually entitling the Petitioner to get an extension in the SCOD by approximately 304 days.

(f) The Petitioner informed the Respondent through letter dated 07.03.2025 and grant of extension in SCOD on above ground as Force Majeure event as provided under Article 8(1)(c) of the PPA.

Administrative Disruptions caused due to General Elections in Gujarat – FM Event-2

4.21. The Petitioner faced administrative disruptions caused on account of the general elections in the State of Gujarat, the same had led to a delay in grant of necessary approvals.

4.22. The widespread transfers of government officials in the State of Gujarat in the month of January and February 2024 led to the disruption in the land allotment process leading to delays.

4.23. The process of getting approval from the Government officials was on a standstill owing to the reduced presence of Government Officials and the same led to delays in necessary approvals required for the Project. The Petitioner cannot be penalized for the delays faced by it on account of the aforesaid event.

4.24. There was an imposition of the Model Code of Conduct during the Lok Sabha elections (i.e., 16.03.2024 to 04.06.2024) which led to substantial delays in obtaining requisite approvals and executing necessary agreements, resulting in an effective standstill of the Project for approximately 80 days.

4.25. It is submitted that the delay faced in execution of the Project is not attributable to the Petitioner and the Petitioner is duly entitled for an extension of SCOD of the Project for the aforesaid delay faced by it. The Petitioner informed the Respondent through letter dated 07.03.2025 and grant of extension in SCOD on above ground as Force Majeure event as provided under Article 8(1)(c) of the PPA.

Delay due to Right of Way Issue- FM Event 3

4.26. The Petitioner herein has faced ROW issues at the project site(s). The Petitioner faced difficulties in acquiring land and accessing the proposed Project site due to protests and hindrances being caused by the farmers / landowners for the purpose of development and construction of the Project. This led to the deliberate obstructions in the construction activities.

4.27. The local community and local people of the villages obstructed the work of the Petitioner for personal gain by restricting access of the Petitioner to their land parcels, thereby hindering the lawful and authorized activities of the Petitioner, despite knowing that as per government norms compensation will be paid by the Petitioner. The details of the obstruction created by farmers for setting up of the Project by the Petitioner are detailed in the police protection request letter sent by the Petitioner.

4.28. The Petitioner made endless efforts and communicated with the villagers, however, the villagers were completely against the development of the Project and obstructed the construction and development of the Project.

4.29. Since the situation was getting out of control of the Petitioner, a formal request for police protection was submitted by the Petitioner on 28.11.2024, however, law enforcement authorities were preoccupied with election duties and a demolition drive in Beyt Dwarka, thus, security assistance was only provided on 30.01.2025, causing a delay of approximately 63 days and severely impacting the construction schedule.

4.30. Despite the resolution being in effect, the farmers/landowners obstructed the work to be undertaken towards the installation and construction of the transmission towers and electricity poles, demanding higher compensation for personal gain than what they are legally entitled to in law. Due to which, the Petitioner is facing difficulty in acquiring land / ROW from the farmers / landowners for the purpose of constructing the Project.

4.31. It is submitted that despite repeated attempts to meet the landowners, submitting letters to the concerned collector and discussions between the concerned collector and the farmers, and to explain the situation, certain farmers created obstructions for personal gain. They resisted on several counts and hindered the lawful and authorized activities of the Petitioner. Notably, this obstruction is unjustified and against the law, and is beyond the reasonable control of the Petitioner, despite making back and forth efforts in this regard.

4.32. The delay faced in execution of the Project is not attributable to the Petitioner and the Petitioner is duly entitled for an extension of SCOD of the Project for the aforesaid delay faced by it. The period of extension for SCOD on ground of ROW issues lasted from 28.11.2024 to 30.01.2025. The Petitioner also brought relevant facts on record of the Respondent by its communication dated 07.03.2025 through annexed with this petition.

Supply Chain Bottlenecks due to critical shortage of Solid core Insulators required for production of isolators – FM Event 4

4.33. The Petitioner faced hardship with respect to critical shortage of solid-core insulators which are essential for manufacturing electrical components such as isolator, circuit breakers, current transformers (CTs), and potential transformers (PTs). The Petitioner despite placing orders with reputed Original Equipment Manufacturers (OEMs), supply chain bottlenecks have faced constraints in constructing power evacuation infrastructure, which ultimately led to failure in meeting the Project timelines, without any fault on its part.

4.34. The Petitioner had engaged HEC Infra Projects Limited vide work order dated 29.05.2024 for completion of pooling substation's Engineering, Procurement, Construction etc. within a period of 09 months from 10.05.2024. This EPC work required isolator as one of the components among others for completion of pooling substation. Supply of these isolators was subcontracted to M/s Air Break Switchgear Products Private Limited (ABSPL) as the manufacturer. For the production of the isolators insulators are required as an important component supply of which was contracted to Winwin Specialty Insulators Ltd (WSIL).

However, vide letter dated 22.02.2025, WSIL informed ABSPL that a fire incident occurred in their UPS systems area on 15.02.2025, caused by a short circuit in the cables. The fire resulted in extensive damage to the UPS system, which is critical for powering the drying and firing processes essential for isolator production. As a direct consequence, manufacturing operations have been severely disrupted, bringing production to a halt. Due to the said fire HEC was unable to supply the said isolators resulting in delay in the EPC work. This unforeseen event constitutes a Force Majeure situation, as it is beyond the control of the Petitioner and its suppliers, leading to unavoidable delays of approximately 65 days in the supply chain.

4.35. The Petitioner faced delay in obtaining the equipment and essential components which caused a further delay of approximately 143 days (including delay of 65 days due to fire incident). The delay faced in execution of the Project is not attributable to the Petitioner and the Petitioner is duly entitled for an extension of SCOD of the Project for the aforesaid delay faced by it. The details of FM were intimated to the respondent on 07.03.2025.

Notification dated 03.03.2025 issued by superintended of police Devbhoomi Dearka which restricted movement of the vehicles – FM Even 5

4.36. The Project of the Petitioner faced unforeseen delays because of the Notification dated 03.03.2025 issued by the Superintendent of Police, Devbhoomi Dwarka, which restricted movement of the vehicles (excluding government and emergency vehicles) from 07.03.2025 to 16.03.2025 due to the Holi festival in the State of Gujarat.

4.37. The aforesaid restriction directly impacted on the transportation of materials such as sand, aggregate, steel, and other related material required for the foundation casting of wind turbine generators, causing delay of 10 days of complete work stoppage.

4.38. On account of the Notification issued by the Superintendent of Police, Devbhoomi Dwarka, the Petitioner was compelled to stop the construction activities and could not have done anything for the aforesaid period. The Petitioner was completely prevented from

fulfilling its obligations under the PPA and for the same it cannot be penalized by GUVNL.

4.39. The delay faced in execution of the Project is not attributable to the Petitioner and the Petitioner is duly entitled for an extension of SCOD of the Project for the aforesaid delay faced by it. The aforesaid event was informed to the Respondent by letter/notice dated 07.03.2025 and requested to grant an extension of SCOD.

Indefinite Strike across Quarries and Mines in Gujarat – FM Event 6

4.40. Gujarat Black Stone Quarry Association, in its meeting held at Devbhoomi Dwarka took a decision whereby more than 1600 Quarries and Mines in Gujarat had gone on an indefinite strike due to unresolved issues with the Government.

4.41. During the process of constructing and developing the Project the Petitioner faced the difficulties due to the indefinite quarry and mining strike in the State of Gujarat.

4.42. On 30.09.2024 over 1600 quarries and mines across the State went on an indefinite strike which lasted till 30.10.2024. The implementation of work got hampered on account of industrial action and led to complete cessation of quarrying operations because of which supply of essential construction materials required for the foundation work of the Petitioner's Project has been delayed. Therefore, there was no availability of raw material required for the foundation work. Owing to the same, the timely completion of the Project significantly impeded, and the Petitioner faced difficulties in meeting contractual timelines for no fault of its own.

4.43. The delay faced in execution of the Project is not attributable to the Petitioner and the Petitioner is duly entitled for an extension of SCOD of the Project for the aforesaid delay faced by it. The Petitioner submits that this was an event beyond its reasonable control and seeks extension of time from 30.09.2024 up to 31.10.2024 on this count. It is submitted that the implementation schedule of the Project has been adversely impacted on account of the above and has occurred despite the Petitioner taking all necessary actions within its control. Therefore, the

said event qualifies as a Force Majeure event under Article 8 of the PPA, thereby, contractually entitling the Petitioner to get an extension in the SCOD. The Petitioner vide its email dated 10.10.2024 and the letter dated 10.10.2024, intimated GUVNL the abovementioned *force majeure* event.

India – Pakistan War (undeclared) – FM Event-7

4.44. It is submitted that because of the ongoing war situation near the border regions there was complete suspension in the process of land acquisition due to the redirection of administrative resources. Thus, the said event squarely qualifies as force majeure event and due to which the Petitioner is entitled to claim extension of SCOD of the Project.

4.45. The said FM Event 7 also had a massive impact on meeting the contractual timelines of the Petitioner. The Project of the Petitioner also got hampered due to the extraordinary and unforeseen situation arose because of India – Pakistan war conflict.

4.46. The aforesaid event qualifies as an act of war (undeclared) and had triggered widespread disruption across multiple border-adjacent states including but not limited Rajasthan and Gujarat.

4.47. The aforesaid war had adversely impacted multiple aspects of project execution and compliance such as the land acquisition process, construction activities at site, compliance measures, regulatory approvals and other governmental procedures essential for the Project's progress.

4.48. Despite ceasefire announcement agreement between nations there have been reports of continuous disruptions and military activities across the border areas, the construction and development of the Project have gone to uncertainty and risk in the Project region which ultimately blocked the Petitioner from working and executing the Project to the best of its abilities.

4.49. The Petitioner also faced issue pertaining to demobilization of manpower due to risk to their life and safety including manpower of vendors and subcontractors within the Project vicinity (Remobilization of manpower is still awaited). There was a complete halt in the construction activities due to black outs, and the Respondent was

intimated of the same.

4.50. The Petitioner still faced difficulties in executing the Project since there were labour shortages at the Project site which was essential for construction of the surface of the Project and also for other ancillary activities, supply chain delays, etc.

4.51. It is submitted that for the construction and development of the Project, the Petitioner entered into agreements with OEMs and EPC partners. Due to the aforesaid event the partners of the Petitioner informed the difficulties being faced by them and they accordingly invoked Force Majeure clauses under their specific contracts by which contractual obligations were suspended. The Petitioner duly issued a written communication dated 14.05.2025 to GUVNL informing about the aforesaid situation and invoking Article 8 of the PPA seeking force majeure relief.

4.52. The Respondent, GUVNL vide its letter dated 23.05.2025 sought certain details from the Petitioner in connection with FM Event 7 and the same was duly replied with all the required information vide letter dated 30.07.2025

Delay due to lack on regulatory certainty on the requirement for installation of Remote terminal unit at each Wind Turbine Generator in terms of the Commission's order dated 31.08.2024 in Petition No. 05 of 2024- FM Event 8

4.53. The Commission vide its Order No. 05 of 2024 dated 31.08.2024 passed in the matter of 'Tariff Framework for Procurement of Power by Distribution licensees and Others from Wind Power Projects for State of Gujarat' for the control period 06.06.2022 to 31.03.2027, mandated the requirement for installation of Remote Terminal Unit at each wind turbine generator.

4.54. Prior to the issuance of the Wind Tariff Order 2024, the requirement for installation of the RTU was only at the pooling substation, as per the then prevailing framework issued by the Commission vide its Order dated 30.04.2020 being Order No. 2 of 2020.

4.55. The Petitioner, thereafter, has filed a Petition before the Commission

bearing Petition No. 2482 of 2025 seeking a relaxation in the above requirement since it is developing the Project using WTGs supplied by Suzlon Energy Limited equipped with Supervisory Control and Data Acquisition being supplied by one of its affiliates, Suzlon Global Services Limited.

4.56. The WTGs supplied by SGSL is already equipped with SCADA which is an alternate mechanism to comply with the directions of the Commission in the Wind Tariff Order 2024.

4.57. The Petitioner herein filed an IA No. 39 of 2025 before the Commission seeking interim relief, wherein the Petitioner has been granted the same vide its order dated 17.06.2025 for commissioning of the project without requiring the RTU at each of WTG.

4.58. It is submitted that the retrospective imposition of RTU installation at each WTG, as per the Commission's Wind Tariff Order 2024 dated 31.08.2024 (for the control period starting from 06.06.2022 to 31.03.2027), constitutes a Force Majeure event under the PPA, as it fundamentally disrupts the Project's technical and commercial assumptions.

4.59. The said RTU requirement was not stipulated in the RfS dated 14.03.2023 or the PPA, making its retrospective application unforeseeable and beyond the Petitioner's control.

4.60. The Wind Tariff Order 2024, mandating the installation of Remote Terminal Units (RTUs) at each Wind Turbine Generator (WTG), imposes unforeseen technical and financial burdens that fundamentally alter the Project's cost structure and execution timeline. Given that the PPA was executed on 08.02.2024 - based on the prevailing regulatory framework at the time - and the Petitioner had already commenced procurement and implementation activities (including placement of WTG orders) under the terms of the PPA, the retrospective application of this requirement was neither foreseeable nor reasonably mitigable despite all due diligence.

4.61. The sudden imposition of RTU compliance necessitates substantial redesign, additional capital expenditure, and delays - factors that were not accounted for in the Project's financial and technical planning.

4.62. The Petitioner has also installed SEL make WTGs and its Project is equipped with SCADA and RTU at the Pooling substation level, which meets the SLDC's requirement for real time data transfer through alternate mechanism to comply with the directions of the Commission in the Wind Tariff Order 2024. Therefore, the period from the date of the PPA i.e., 08.02.2024 (since the Wind Tariff Order 2024 was issued on 31.08.2024, and made applicable retrospectively from 06.06.2022), till the date of issuance of Interim Relief Order which is approximately 495 days of delay and must be treated as a Force Majeure event under the PPA, as the Petitioner could not have anticipated or mitigated this regulatory shift during this duration.

(a) Concluded Force Majeure Events

Sr. No.	Date	Event Description	Impact Duration (Days)	Category
FM Event-1	26.07.2024	1. Submission of DD for 9 locations in villages of Bamanasa; 2. Submission of DD for 2 locations in villages of Kuranga.	1. 54 days 2. 304 days	Administrative/Government Delay
FM Event-2	16.03.2024 – 04.06.2024	Model Code of Conduct enforced due to Lok Sabha elections.	80	Administrative Disruption (Elections)- transfer of officials which impacted land acquisition process.
FM Event-3	28.11.2024	Request for police protection submitted due to local resistance.	63 (until 30.01.2025)	Community/Law Enforcement Delay
FM Event-4	23.01.2025	Supply chain Disruptions required for essential Electrical Components	143 days (until 15.06.2025)	Critical shortage within the industry
FM Event-5	07.03.2025	Heavy vehicle movement restriction due to Holi festival (until 16.03.2025) because of the Notification dated 03.03.2025 issued	10	Administrative/ Government Disruption

		by the Superintendent of Police, Devbhoomi Dwarka, which restricted movement of the vehicles		
FM Event-6	30.09.2024	Indefinite quarry and mining strike in Gujarat.	30 (until 30.10.2024)	Supply Chain Disruption
FM Event-8	31.08.2024	Requirement of installation of Remote Terminal Unit at each Wind Turbine Generator in the State of Gujarat.	Approximately 495 days (from 08.02.2024 to 17.06.2025)	Regulatory Uncertainty

(b) Continuing Force Majeure Events

Sr. No.	Date	Event Description	Impact Duration (Days)	Category
FM Event &	05.05.2025	India- Pakistan conflict (undeclared war between nations)	Still persisting	Widespread disruptions across multiple state borders

4.63. The Petitioner vide its letter dated 07.03.2025 invoked Article 8.1 of the PPA and notified GUVNL of the various *force majeure* events affecting the Project. In the said letter the Petitioner reiterated its commitment towards development of the Project and assured Respondent, GUVNL that it is undertaking all reasonable measures to mitigate the delays caused due to events beyond its control.

4.64. The Petitioner had also invoked Article 8 of the PPA, vide its email dated 10.10.2024 and the letter dated 10.10.2024, and intimated GETCO of the *force majeure* event due to FM Event 6.

4.65. The Respondent, GUVNL vide its letter dated 17.03.2025 rejected the claim of the Petitioner and stated that the events specified in the notice of force majeure dated 07.03.2025 do not fall within the ambit of Article 8.1 of the PPA.

4.66. The Petitioner vide its letter dated 04.04.2025 reiterated its claims qua extension of time due to *force majeure* events. The Petitioner also provided additional details along with the said letter to Respondent and requested to consider the same.

4.67. Due to aforementioned war scenario, the Petitioner on 14.05.2025 issued another a Force Majeure notice to Respondent and submitted that the development of the Project had been adversely impacted on multiple aspects of project execution and at compliance level too i.e., land acquisition process, construction activities at site, compliance measures, regulatory approvals and other governmental procedures essential for the Project's progress had also been impacted.

4.68. The Petitioner vide its letter dated 14.07.2025 has provided the progress report to GETCO in terms of Clause 10.1 of the GETCO Connectivity Procedure, for the quarter ending June 2025. Further, Petitioner also submits monthly progress report of the Project to Respondent, GUVNL.

4.69. A bare perusal of Article 8 of the PPA clearly provides that for delays which are beyond the control of the Project developer will be treated as a force majeure event. The Petitioner herein has provided every relevant detail to the Respondent, GUVNL with respect to each of the event(s) which have led to the delay in construction and commissioning of the Petitioner's Project from time to time.

4.70. The abovementioned force majeure events are supervening in nature and beyond the Petitioner's reasonable control. In spite of the same, the Petitioner has undertaken all possible measures to mitigate the delay being caused by the event. Therefore, the claims of the Petitioner are squarely covered under Article 8 of the PPA.

4.71. Article 8 of the PPA, categorically provides that neither party shall be responsible or liable or deemed in breach of the terms of the PPA because of any delay or failure in the performance of its obligations or failure to meet milestone dates due to any event or circumstance beyond the reasonable control of the Party experiencing such delay or failure.

4.72. Further, Article 8 of the PPA provides that a party will not be liable if there is an inability on part of the affected party to perform any of its

obligations despite complying with all legal requirements to obtain, renew or maintain required licenses or legal approvals. In the present case, the Petitioner was obligated to get approval from the Revenue Authorities for allotment of revenue lands towards construction of the Project and as of today, approximately 304 days have passed without any definitive approval or update, which had severely affected the Project timelines. However, despite the Petitioner applying for the said approval(s) in full Compliance with the required format and procedure prescribed under the law, the Petitioner without any fault of his has not received the definitive approval or update from the State Instrumentalities, due to which the implementation schedule of the Project has been adversely impacted. The said delay is beyond the reasonable control of the Petitioner and has occurred despite the Petitioner taking all necessary actions within its control. Therefore, the said event of delay in approval is squarely covered under the Article 8 of the PPA and hence the Petitioner is entitled to receive an extension of at least 304 days from the SCOD without being subject to any penalty/damages/compensation.

4.73. The delay caused in obtaining necessary approvals is on the part of government authority and beyond reasonable control of the Petitioner. Since the event is beyond reasonable control of the Petitioner and the Petitioner having acted diligently and reasonably to avoid such an event from even happening, therefore. in terms of Article 8.1 of the PPA, such an event qualifies as force majeure.

4.74. The Petitioner cannot be denied to receive an extension to SCOD specifically when the completion of the Project is delayed due to reasons solely attributable to State Instrumentalities and events which were beyond the control of the Petitioner. Therefore, GUVNL must not deny the Petitioner its legitimate right of receiving further extension of SCOD beyond the Revised SCOD (specifically when the extension is being sought due to force majeure events encountered by the Petitioner while developing the Project).

4.75. Article 3.3 of the PPA, provides that in case of failure on part of the Petitioner to achieve any milestone prescribed under the PPA, GUVNL will have a right to encash the Performance Bank Guarantee provided by the Petitioner. However, the PPA also provides that there can be no

liability fastened on to the Petitioner if there is a delay/failure to achieve any of the milestones under the PPA due to a Force Majure event.

4.76. It is a settled law that any delay on the part of government authority in providing necessary approvals for the development of the Project qualifies as force majeure event under the PPA. In the present case the delays in land allotment approval, delays in necessary approvals on account of administrative disruptions due to general elections in the State of Gujarat, restriction on movement of vehicles and law enforcement constraints, no support of Police authorities at the time of ROW issues does not allow the Petitioner to work beyond its limitations and it is the delay at the end of the government authorities which hampered the constructions and development of the Project, thus, the same falls within the ambit of force majeure event and for such events GUVNL cannot punish the Petitioner by invoking its Performance Bank Guarantee submitted at the time of execution of the PPA In this regard, the Petitioner places its reliance on the Hon'ble Appellate Tribunal for Electricity's judgment in Gujarat Urja Vikas Nigam Limited v. Gujarat Electricity Regulatory Commission, 2014 SCC OnLine APTEL 23.

4.77. The Hon'ble APTEL vide its judgment dated 14.09.2020 titled Chennamangathihalli Solar Power Project LL.P v. Bangalore Electricity Supply Company Limited - Appeal 351 of 2018 held that the delay in receiving various approvals/clearances from the Government and its instrumentalities which are beyond the control of the developer should be treated as a FM Event and accordingly the Hon ble APTEL granted extension of SCOD.

4.78. The Hon'ble APTEL in Chamundeshwari Electricity Supply Company Ltd. (CESC) v. Saisudhir Energy (Chitradurga) Pvt. Ltd. - Appeal No. 176 of 2015 has held that the PPA is a contingent contract ie. a contract which can be enforceable only upon happening of a certain condition precedent, therefore, if there is any delay in commissioning of the transmission infrastructure due to delay in government approvals, and the same is not attributable to the developer, then such an event is a force majeure. Therefore, considering the provisions of the PPA and the settled principles of law, the delay on the part of the Government in granting the approval qualifies as a force majeure event, and the Petitioner is entitled to receive extension of SCOD without levy of any

damages / penalty / compensation on the Petitioner.

4.79. The quantum of compensation to be payable to farmers / landowners for ROW, for construction and development of the Project, is not to be decided by the Petitioner and is to be paid in terms of the law. Hence. the farmers / landowners creating obstruction in work towards the construction and development of the Project is beyond the reasonable control of the Petitioner.

4.80. The Petitioner made every possible effort to resolve the issue of ROW. In this regard, the Petitioner is seeking support from the administration of Taluka Kalyanpur and Dwarka to resolve the ROW issue, however, as on date, the problem is still unresolved, and the Petitioner is still facing the issue of obstruction of work from the farmer's end on account of reasons beyond its control of the Petitioner.

4.81. The implementation schedule of the Project has been adversely impacted on account of the critical shortage of solid-core insulators, essential for manufacturing electrical components such as circuit breakers, current transformers (CTs), and potential transformers (PTs). Despite placing orders with multiple-reputed Original Equipment Manufacturers (OEMs), supply chain bottlenecks, the construction and development of the Project got severely impacted, further impeding Project timelines. Pertinently, the said delay is beyond the reasonable control of the Petitioner and has occurred despite the Petitioner taking all necessary actions within its control. In light of the aforementioned facts and reasons mentioned above in the present Petition, the Petitioner seeks humble indulgence of the Commission and also prays for an extension of SCOD of the Project on the basis of the difficulties being faced by it while developing and commissioning of the Project.

4.82. During the process of constructing and developing the Project the Petitioner faced the difficulties of the indefinite quarry and mining strike in the State of Gujarat. It is apposite to mention that on 30.09.2024 over 1600 quarries and mines across the State went on an indefinite strike on account of unresolved disputes with the Government of Gujarat. Due to the strike, till 30.10.2024 the implementation of work got hampered on account of industrial action and led to complete cessation of quarrying operations because of which supply of essential

construction materials required for foundation work of the Petitioner's Project. Owing to the same, the timely completion of the Project significantly impeded, and the Petitioner faced difficulties in meeting contractual timelines for no fault of its own.

4.83. The failure on the part of State Instrumentalities to grant timely approvals and failure to provide timely support has ultimately hampered the pace of the Petitioner to meet its obligation under the PPA. Notably, time bound approval(s) helps the Project design and engineering team to align the Project, conduct engineering and power evacuation studies for switchyard design and GSS to be connected and ascertain dynamic simulation studies basis pre-activities for transmission line construction as well. However, since the Government departments has delayed in granting approval and also due to lack of coordination by the departments, the planning is severely impacted. which will consequently lead to stretching of SCOD of the Project. In view of the aforesaid, it is discernible that all the Project planning activities are interconnected and any delay in approvals will lead to cascading effect on other Project milestones. Therefore, the 304 days delay led to delay in activities such as ROW, procurement and subsequently construction of the Project.

4.84. The Project of the Petitioner got hampered due to the extraordinary and unforeseen situation arose because of India - Pakistan war (undeclared). The Commission may appreciate the fact that the aforesaid even qualifies as an act of war (undeclared) and had triggered widespread disruption across multiple border-adjacent states including but not limited Rajasthan and Gujarat. Further, the aforesaid war had adversely impacted multiple aspects of Project execution and compliance. It has impacted the land acquisition process, manpower availability, construction activities at site, compliance measures, regulatory approvals and other governmental procedures essential for the Project's progress.

4.85. It is submitted that owing to India- Pakistan conflicts the Petitioner faced issues pertaining to demobilization of manpower due to risk to their life and safety including manpower of vendors and subcontractors within the Project vicinity (Remobilization of manpower is still awaited). There was a complete halt in the construction activities due to

complete outs, closure of revenue offices which led to delays in mutation, registration and land revenue records process. There were labour shortages, supply chain delays. Also, OEMs and EPC partners of the Petitioner invoked Force Majeure clauses under their specific contracts by which contractual obligations were suspended. Lastly. there was complete suspension in the process of land acquisition due to the redirection of administrative officials. Thus, the said event squarely qualifies as force majeure event and due to which the Petitioner is entitled to claim extension of SCOD of the Project.

4.86. The requirement for installation of RTU at each Wind Turbine Generator in terms of the Commission's Wind Tariff Order 2024. has caused regulatory uncertainty and further delay. Notably prior to the issuance of the Wind Tariff Order 2024, the requirement for installation of the RTU was only at the pooling substation, as per the then prevailing framework issued by the Commission i.e., Wind Tariff Order 2020.

4.87. It is submitted that the retrospective imposition of RTU installation at each WTG, as per the Wind Tariff Order 2024, constitutes a Force Majeure event under the PPA, as it fundamentally disrupts the Project's technical and commercial assumptions. The said RTU requirement was not stipulated in the RfS dated 14.03.2023 or the PPA, making its retrospective application unforeseeable and beyond the Petitioner's control. The Wind Tariff Order 2024, mandating the installation of Remote Terminal Units (RTUs) at each Wind Turbine Generator (WTG), imposes unforeseen technical and financial burdens that fundamentally alter the Project's cost structure and execution timeline. Given that the PPA was executed on 08.02.2024 - based on the prevailing regulatory framework at the time - and the Petitioner had already commenced procurement and implementation activities (including placement of WTG orders) under the terms of the PPA, the retrospective application of this requirement was neither foreseeable nor reasonably mitigable despite all due diligence. The sudden imposition of RTU compliance necessitates substantial redesign, additional capital expenditure, and delays - factors that were not accounted for in the Project's financial and technical planning. It is pertinent to note that the Petitioner has also installed SEL make WTGs and its Project is equipped with SCADA and RTU at the Pooling substation level, which meets the SLD's requirement for real time data transfer. Therefore, the period from the PPA date until

the issuance of interim Relief order which is approx. 495 days of delay and must be treated as a Force Majeure event under the PPA, as the Petitioner could not have anticipated or mitigated this regulatory shift during this duration. This aligns with established legal principles that recognize post-contractual regulatory changes as qualifying events for Force Majeure relief, ensuring that the Petitioner is not penalized for delays attributable solely to such unforeseen regulatory changes.

4.88. The Petitioner has undertaken substantial work including works related to procurement and installation of WTGs equipped with SCADA. Therefore, till the time the above stated petitions are not adjudicated and till the time a final order is not issued w.r.t the installation of RTU, the Petitioner's Project suffers through regulatory uncertainty. This is because in the event the petitions pending before the Commission whereby parties have requested for approval of installation of SCADA are rejected, then the Petitioner will have to undertake de novo exercise for procuring RTU and replacing SCADA with RTU. This will cause unnecessary financial burden which will ultimately be to the detriment of the Petitioner. Therefore, without any regulatory certainty in this regard, the Petitioner is unable to proceed confidently with the works in this regard.

4.89. It is submitted that the importance of regulatory certainty for project developers has been repeatedly underscored by various judicial forums, including the Hon'ble APTEL. Reliance in this regard is placed on the Judgment dated 12.10.2021 passed in the case of Green Infra Renewable Energy Limited v RERC & Ors - Appeal No. 251 of 2021.

4.90. It is submitted that the Petitioner has not received the allotment of the revenue land from the revenue authorities towards construction and development of the Project due to which approximately 304 days have passed without any definitive approval or update, which had severely affected Project timelines. Despite the aforementioned difficulties being faced by the Petitioner, the Petitioner as a prudent project developer took appropriate steps towards the construction and development of the Project. Further, the Petitioner being proactive in its efforts towards the development and construction of the Project, the Petitioner is still facing difficulty in acquiring land / ROW from the farmers / landowners on account of the reasons as stated above. It is pertinent to highlight that

had this issue of allotment of revenue land would not have arisen, then in that case, Petitioner would have been well within timelines, without having any ripple effect on the milestones of the Project. However, on account of the aforesaid issues, the development of the Project has been severely impacted since all the Project activities are interconnected. leading to cascading effect on other Project milestones. Therefore, difficulty in acquiring land / ROW from the farmers / landowners for the purpose of development and construction of the Project qualifies as a Force Majeure event under Article 8 of the PPA, thereby, contractually entitling the Petitioner to get an extension in the SCOD.

4.91. The Petitioner also has an apprehension with respect to the encashment of the Performance Bank Guarantee bearing No. OGT0005240091435 dated 03.02.2024, by GUVNL, amounting to Rs. 14 Crores, which has been submitted in terms of the PPA, along with levy of liquidated damages thereof. Hence, the Petitioner has approached the Commission praying for an extension of the SCOD.

4.92. It is submitted that even if the force majeure as claimed by the Petitioner through present Petition is disallowed, GUVNL still cannot be allowed to invoke bank guarantee or levy any damages on the Petitioner due to delay in achieving SCOD, without showcasing the actual damages incurred by it. The law to this extent is well settled that no party under an agreement can be permitted to levy liquidated damages, without proving the loss incurred due to such non-compliance. Therefore, before invoking performance bank guarantee or levying liquidated damages under the PPA, GUVNL is required to first prove the losses incurred by it due to the delay in SCOD of the Project.

5. The Respondent on 30.09.2025 replied as under:

5.1. The Respondent submitted that the present Petition has been filed by the Petitioner, Juniper Green Kite Private Limited, seeking extension of the scheduled commissioning date ('SCOD') of its project on account of alleged force majeure events. The claim of the Petitioner is in terms of the Power Purchase Agreement ('PPA') dated 08.02.2024 entered into by the Petitioner with the Respondent.

5.2. The Petitioner has claimed extension on account of 8 force majeure events, which are as under:

a) Allocation of revenue land.
b) Model Code of Conduct enforced due to Lok Sabha elections.
c) Local Resistance/ROW issues.
d) Supply Chain Disruptions.
e) Restriction in movement of heavy vehicles
f) Quarry and mining strike.
g) India-Pakistan Conflict; and
h) Requirement for installation of remote terminal unit.

5.3. These grounds overlap in timeline. The Petitioner has not clearly reconciled the cumulative impact or explained whether the delays were concurrent or sequential. This risks double-counting of delay periods even assuming but not admitting that there is any delay to be considered. The Petitioner has to clearly clarify on these aspects.

5.4. The Petitioner has not placed correct and complete facts. On one hand, in the Petition, the Petitioner is seeking extension for the entire project but the Petitioner has received developer permission for 50 MW capacity. Vide letter dated 02.06.2025 the Petitioner has given prior intimation to GEDA, GETCO and SLDC for commissioning of 34.65 MW capacity.

5.5. In the progress report as on 31.08.2025 the Petitioner has stated that it has already erected 15 WTGs and that it is in position to commission from the 3rd quarter of 2025.

5.6. If the Petitioner is in a position commission some capacity by the third quarter it can certainly commission the balance capacity within SCOD. The delays if any is not because of any force majeure event, but due to delays of the Petitioner itself. The Petitioner is raising issues on alleged events but clearly these do not impact the Petitioner's project since the Petitioner is in a position commission 34.65 MW. Therefore, clearly at this stage, the Petitioner had not anticipated any delay in commissioning despite the alleged events now claimed as Force Majeure. The SCOD of the project is 07.02.2026, therefore the present petition is premature.

5.7. On 14.03.2023 GUVNL issued a Request for Selection for selection of 500 MW wind power projects (Phase V). M/s Juniper Green Energy Private Limited ('Juniper') was selected as the successful bidder for 70 MW capacity and on 02.06.2023 GUVNL issued the Letter of Intent to Juniper. Vide letter dated 06.02.2024 Juniper informed GUVNL that it intends to execute the project through its SPV- Juniper Green Kite Private Limited, the Petitioner herein.

5.8. On 08.02.2024 the Petitioner and GUVNL entered into a PPA at the tariff of Rs. 3.11/kWh. In terms of the PPA the SCOD of the project was 07.02.2026. The Commission vide order dated 29.01.2024 in Petition No. 2225/2023 adopted the tariff discovered inter-alia in the case of the Petitioner.

Re: Petitioner's claim has to be as per the PPA dated 08.02.2024

5.9. The Petitioner's claim, for force majeure, as claimed or otherwise, has to be in terms of the PPA dated 08.02.2024. The rights and obligations of the parties are to be determined as per the PPA and there cannot be additional relief or extraneous relief sought by the Petitioner, including on the alleged basis of it being a renewable or solar project.

5.10. The Petitioner has duly entered into a contract in pursuance to a competitive bidding process and is bound by the same and it cannot seek to evade its obligations.

5.11. The PPA had been executed between the parties, and the terms thereof represents in writing the final intention of the parties of the respective rights and obligation of the parties.

5.12. The issue of extension on account of force majeure has to be considered in terms Article 8 of the PPA executed between the parties

5.13. The submissions in brief are as under:

(a) The Petitioner has to issue the notice of force majeure as per Article 8.1(c);

(b) The force majeure event has to an event which is beyond the reasonable control of the Party and the delay has to be only because of the force majeure event (Article 8.1);

(c) The Party has to comply with the legal requirements before claiming any issue in obtaining, renewing or maintaining the required licenses and approvals;

(d) Issues owing to Late Delivery or Change in cost of plants and machineries, equipment, materials, spares parts or consumables for the project are specifically excluded from being a force majeure events;

(e) Any Delay in performance of any contractor / sub-contractor or their agents as well as strike are also excluded;

(f) Force majeure specifically excludes nonperformance caused by negligent and intentional acts, errors and omission.

5.14. The Petitioner has sought to claim force majeure events, but the Petitioner has not substantiated its claims. The Petitioner was required to issue notice of force majeure under Article 8.1(c) of PPA (quoted above) as soon as reasonably practicable and not later than 15 days after the date when the Party should have known of the commencement of the Force Majeure. The issuance of notice is a mandatory requirement under the PPA and without such notice, there can be no claim made, or relief granted for force majeure.

5.15. When the Contract requires a notice to be issued, such notice is required to be issued within the time frame provided and as per the requirement of the contract.

5.16. The Respondent has relied on the following decisions:

(a) In the case of Himachal Sorang Power Ltd. -v- Central Electricity Regulatory Commission and Ors. Dated 30.04.2015 in Appeal No. 54 of 2014, the Hon'ble Tribunal has recognized that no notice of force majeure was given.

(b) The Central Commission in Order dated 27.06.2016 in Raichur Sholapur Transmission Company Limited -v- Power Grid Corporation of India Limited in Petition No. 419/MP/2014 read with Order dated 24.01.2019 passed in Review Petition No. 4/RP/2018 has denied the Petition of a transmission licensee for force majeure since the primary requirement of issue of notice under agreement had not been complied with.

(c) Krishna Kilaru & Another -v- Maytas Properties Limited (2013) [176] Comp Cas 483 [AP] - Order dated 21.08.2012.

5.17. When the force majeure clause requires a notice to be issued, the same is required to be issued. The Petitioner cannot claim relief under the force majeure clause without complying with the requirements of the clause.

5.18. In this regard, the Hon'ble Appellate Tribunal in the matter of Talwandi Sabo Power Limited v. Punjab State Power Corporation Limited and others in Appeal No. 97 of 2016 vide Order dated 03.06.2016 had considered the notice for synchronization to be mandatory and emphasized the use of the word "shall". Further the Hon'ble Tribunal held that if the agreement provides for notice to be given in a particular manner, it has to be given in that manner and no other manner.

5.19. It is submitted that the Commission has taken note of the similar requirement of the notice of force majeure event in case of Oreva Energy Private Limited -v- Gujarat Urja Vikas Nigam Limited vide Order dated 23.03.2023 in Petition No. 1618 of 2016 wherein the PPA provided for issuance of notice as soon as practicable in the present case, the provision is no later than 15 days.

5.20. Therefore, when the notice is to be issued within 15 days as per the PPA and provide full particulars, the same has to be issued within 15 days. If The Petitioner cannot claim compliance by referring to letters written after the above timeline.

5.21. The Hon'ble Tribunal in Punjab State Power Corporation Limited -v- PSERC dated 28.08.2024 in Appeal No. 316 of 2018 has also denied the relief of force majeure in absence of force majeure notice.

5.22. The Petitioner itself has claimed the extension of time from 16.03.2024 (being the first date chronologically in terms of table submitted by the Petitioner). However, the first communication by the Petitioner was by way of letter dated 10.10.2024 for one issue (quarry) and thereafter on 07.03.2025.

5.23. The Petitioner failed to issue a notice of force majeure in time and clearly it did not consider the alleged event as force majeure.

5.24. The Petitioner is required to demonstrate how the events/circumstances fall under the force majeure clause under the scope of Article 8 of the PPA. The Petitioner is required to demonstrate that it was otherwise in a position to complete the project and the Petitioner took all possible actions. There is an obligation on the Petitioner to mitigate the effect of force majeure if any.

5.25. It is submitted that even assuming but not admitting that there was a force majeure event, if the same did not affect the Petitioner's project, the same would not be considered as force majeure in terms of the PPA. If the Petitioner could have mitigated the impact and completed the project on time, it would not be a force majeure event. Further if the Petitioner was otherwise delayed and even without the force majeure event, it would have been delayed, then it cannot claim the benefit of the force majeure event.

5.26. In this regard, the Hon'ble High Court of Delhi the case of Halliburton Offshore Services Inc -v- Vedanta Limited and Ors dated 29.05.2020 in OMP (I) (COMM) No. 88 of 2020 has in the context of COVID 19 held whether this would justify non-performance of the contract needs to be considered in the facts and circumstances of each case.

5.27. The above decision of the Hon'ble Delhi High Court has been affirmed by the Hon'ble Supreme Court vide Order dated 08.10.2021 in Civil Appeal No. 1843 of 2021 in the matter of Maharashtra State Electricity Distribution Company Limited –v- Maharashtra Electricity Regulatory Commission and Others, inter-alia.

5.28. It is a settled principle that Force Majeure clauses are to be narrowly construed. In this regard, the following decisions of the Hon'ble Courts

are relevant:

(a) Energy Watchdog -v- Central Electricity Regulatory Commission (2017) 14 SCC 80.
(b) NTPC Vidyut Vyapar Nigam Limited –v- Precision Technique 2018 SCC OnLine Del 13102.
(c) Halliburton Offshore Services Inc –v- Vedanta Limited & Ors., Decision dated 29.05.2020 of the Hon'ble High Court of Delhi in O.M.P. (I) (COMM) No.88/2020.
(d) M/s. Ram Abhoshan –v- M/s. PEC Limited 2018 SCC OnLine Del 10553.

Delay in allotment of land - Force Majeure Event-1

5.29. The Petitioner claims that there was delay in allotment of land which impacted the Petitioner in two manners:

(a) Delay in allotment of land at 9 locations (Kuranga) from 26.07.2024 to 26.05.2025- 304 days; and
(b) Delay in allotment of land at 2 locations (Bamanasa) from 26.07.2024 to 18.09.2024- 54 days.

5.30. The Petitioner in his submission has the alleged force majeure event began from July 2024, however no notice of force majeure was given by the Petitioner to Respondent. It was only vide letter dated thereafter 07.03.2025, that the Petitioner intimated Respondent of the alleged event, and the said letter also does not refer to land issues.

5.31. The said event in any case does not qualify as a force majeure event. The sole responsibility of submitting all the requisite documents and obtaining all the necessary approvals was on the Petitioner/bidder and the delay in obtaining the same cannot be the basis of seeking any extension.

5.32. In terms of the RfS, it was entirely up to the bidder to choose its own location and the bidder was well aware that it was responsible to ensure the approvals and necessary clearances. It was the obligation of the Petitioner to obtain and maintain all approvals, permits etc. for acquiring the land.

5.33. Article 2 of the PPA states that the petitioner shall acquire and maintain all approvals, clearances, consents, licences etc. at its sole cost and expense and Article 3.1 of the PPA also recognizes that the obligation is of the Petitioner to obtain all statutory approvals clearances.

5.34. The Petitioner has not demonstrated how the events fall within the scope of Force Majeure and further has not substantiated its factual claims. The Petitioner has merely produced certain circulars but has not provided any supporting documentation or evidence to support its claim that there was a delay and it was affected by such delay. The Petitioner has not provided any details in regard to the steps were taken by the Petitioner to mitigate the issue at hand and also what steps were taken by the Petitioner thereafter.

5.35. The Letter of Intent was awarded to the Petitioner on 02.06.2023 and the however from the Petitioner's own submissions the land applications were made only in December 2023. It does not clear why the Petitioner waited so long after issuance of LOI to make land applications. GUVNL is not in knowledge of these applications or any correspondence thereto and the allegations of the Petitioner in this regard. The Petitioner has to satisfy that it had fulfilled all legal requirements for the same. There seem to be some deficiencies in the Petitioner's application itself. The Petitioner's applications ignored these, causing renegotiations attributable to poor due diligence, not force majeure.

5.36. The Petitioner has claimed a delay of 54 days in allotment of land at Bamanasa from 26.07.2024 to 18.09.2024, however in the Petitioner's own admission the allotment was done on 29.08.2024. Therefore, there is contradiction in the Petitioner's claims and the delay is exaggerated.

5.37. The above delays are administrative in nature. It is submitted that it is reasonable and known that the authorities would take some reasonable time to process any request, and this cannot be claimed as Force Majeure. In this regard, GUVNL craves reference to the following decisions of the Hon'ble Courts.:

(a) NTPC Vidyut Vyapar Nigam Ltd v. Precision Technik Pvt. Ltd 2018 SCC OnLine Del 13102

(b) Pasithea Infrastructure Ltd. vs. Solar Energy Corporation of India & Anr. 2017 SCC OnLine Del 12562 (Delhi High Court)

5.38. To avail the benefits of the Force Majeure provision under Article 8 of the PPA, it is necessary on the part of the Petitioner to establish that it has acted in the most diligent manner to avoid the delays as claimed in the Petition. However, the Petitioner has failed to do so, and the delays are solely attributable to the conduct of the Petitioner. Petitioner cannot shift the delay and latches on its part on to the statutory authorities and seek Force Majeure claims as done in the present Petition.

5.39. The claim of Force Majeure or extension cannot be allowed on mere statements of the Petitioner. There has to be proof of the existence of event being claimed as Force Majeure and further proof of the impact of such event on the Petitioner's project in particular. The Commission in the case of Oreva (Supra) has held that it is the burden of the Generator (Petitioner in the said case) to prove and claim Force Majeure by adducing evidence.

5.40. The Petitioner has not substantiated its claim for the alleged Force Majeure events and its direct implications on the Petitioner's project. The Petitioner has not even demonstrated to what extent this affected the Petitioner. The Petitioner has made mere assertions without any details let alone supporting documentation.

5.41. In terms of Article 8.1 (e) of the PPA, the Petitioner is required to perform its obligations under the PPA, to the extent not prevented by Force Majeure and use its reasonable efforts to mitigate the effect of alleged events of Force Majeure.

5.42. Article 8 of the PPA provides for the Force Majeure events and the conditions for their applicability. Article 8.1(b) of the PPA restricts the applicability of Force Majeure clause in certain events.

Re: Model Code of Conduct - Force Majeure Event-2

5.43. The Petitioner's claim for force majeure on the above count for 80 days

from 16.03.2024 to 04.06.2024 is untenable for the primary reason that no notice of force majeure was issued by the Petitioner for the same in terms of the PPA. The same does not qualify as a force majeure event in terms of the PPA. Firstly, the general elections are in no manner an unforeseeable event. Further, not even a single document has been placed on record in regard to the same, let alone documents to show the impact on the Petitioner's project.

5.44. The claims that of transfers of officials or issues in approvals are denied. The Petitioner has not provided any details and made only vague allegations. The claim of impact on land acquisition is denied and the Petitioner is put to strict proof thereto.

Re: Local Resistance / ROW issues

5.45. There is no clarity on what the alleged issues of local resistance or ROW issues is and for what portion of the power project. Admittedly, it is not for the entire power project.

5.46. The sole responsibility is of the Petitioner to acquire land and set up the project and the documents placed on record by the Petitioner show delays/inability on the part of the contractor of the Petitioner to undertake road building works etc., however in terms of Article 8.1(b)(2) '*Delay in performance of any contractor / sub contractor or their agents*' is specifically excluded from being a force majeure event. Further the Petitioner chose the site and ought to have considered aspects of access road. The claim is not for ROW issues but for aspects on road building which is also not clear. It is not clear which area is being referred to, whether it was owned by the Petitioner or any other entity and whether the Petitioner had approvals for such exercise etc.

5.47. It is not clear where the alleged ROW issues have occurred. The Petitioner claims resistance or ROW but is also claiming that the farmers were not granting access to their land parcels. It is not clear on what basis the Petitioner is claiming that it is lawful or authorized to enter land not owned by it. The Petitioner also refers to alleged issues in transmission towers. Further the Petitioner has not demonstrated any efforts under Telegraph Act.

5.48. The alleged issues in transmission does not have any impact on power project which could have been completed. The Petitioner is deliberately confusing the issue and is not clearly provided exactly where the issue of ROW is.

5.49. The Petitioner is making vague reference to compensation decided by law but has not shown the process done as per law.

5.50. The Petitioner has sought for extension only for period of 63 days from 28.11.2024 to 30.01.2025 though there are some other documents also. This is allegedly for the period when Police protection was sought and granted. It is unclear why no police protection was sought earlier, shows procrastination on the part of the Petitioner/contractor. Therefore, evidently in other periods (and the period in question) certain work was undertaken at the project site.

5.51. The Petitioner claims that the law enforcement officials were preoccupied with election duties though it is not clear which elections the Petitioner is referring to in November 2024.

5.52. The authorities would take some reasonable time to process any request, it is submitted that reasons for delay in grant of police protection such as officials being busy with election duties etc. are unsubstantiated and without any merit, no document has been placed on record for the same. Further no document has been placed on record to even show that the police protection was actually granted, or the Petitioner/Contractor was able to proceed with other work. The Petitioner has only placed on record letters written by its Contactor and certain complaints (in Gujarati). The Petitioner fails to show it took adequate mitigation steps (e.g., alternate routes despite obstructions).

5.53. The Petitioner has only relied on the documents from its Contractor which also is without any evidence or supporting documentation. Further, the Petitioner did not issue a notice of force majeure in terms of the PPA at any stage to claim the said event to be a force majeure event. Clearly the Petitioner itself had not considered any impact of the same.

Supply Chain Disruptions- Force Majeure Event-4

5.54. The Petitioner has claimed that there is a delay in supply of

transformers due to shortage of certain components. There is no impact of any alleged delay. The evacuation system has been completed, and the Petitioner has in a position to commission part of the capacity, that too under early commissioning. In fact the Petitioner was aware that the evacuation line would be ready even at the time of filing of the Petitioner and yet claiming such issues.

5.55. It is the responsibility of the Petitioner to arrange for all inputs/equipment etc. and cannot seek extension merely because there has been a delay. This cannot be an unforeseen reason. Further no aspect of whether there was any penalty claimed from the contractor.

5.56. The delay by its contractor cannot be the basis of claiming extension. The same is specifically excluded from the scope of force majeure events under 8.1(b)(1) which specifically excludes '*Unavailability, Late Delivery or Change in cost of plants and machineries, equipment, materials, spares parts or consumables for the project*' as a force majeure event as well as Article 8.1(b)(2) (quoted above).

5.57. There is no document to show that there were market disruptions, the Petitioner has only placed on record documents relating to the alleged fire incident which is not admitted.

5.58. In any case supplier's fire damage should be covered by insurance, not developer's responsibility and cannot be saddled on the consumers/GUVNL in any manner.

5.59. In the Petitioner's own admission the said equipment related to the evacuation system and not the power project itself; it is not the case where the Petitioner been able to show that the project was already ready to be commissioned but owing to non-availability of certain equipment it was unable to evacuate power.

Restriction in movement of heavy vehicles – Force Majeure Event No. 5

5.60. The Petitioner has claimed a delay of 10 days on account of vehicular restrictions, this notification was for city areas only and it does not demonstrate any issues affecting the Petitioner. The Petitioner/contractor could have taken alternative route.

5.61. The Petitioner has only produced a notification and not the direct impact on the project of the Petitioner, therefore the force majeure claim is untenable. Further, no notice for force majeure was issued by the Petitioner in terms of the PPA.

Re: Quarry and mining Strike – Force Majeure Event

5.62. In terms of Article 8.1(b)(4) '*Strike or Labour Disturbances at the facilities of affected parties*' is specifically excluded from force majeure events. Further '*Unavailability, Late Delivery or Change in cost of plants and* machineries*, equipment, materials, spares parts or consumables for the project*' is also excluded as force majeure event in terms of Article 8.1(b)(1).

5.63. The Petitioner has failed to demonstrate steps taken for mitigation and how the Petitioner was affected. The Petitioner has not even demonstrated the period of strike and the allegation of the Petitioner that there was a strike from 30.09.2024 to 30.10.2024.

5.64. On one hand, the Petitioner claims issues of land and on other hand, the Petitioner claims that it was affected by such strikes. Therefore, clearly such alleged strikes did not affect the Petitioner.

5.65. The Respondent, GUVNL vide letter dated 16.10.2024 had in fact already responded to the Petitioner's alleged notice for force majeure and disputed the same.

5.66. The Petitioner has produced certain alleged newspaper articles which are not admitted. There is no verification of the authenticity of the document and the authenticity as genuine articles itself is not admitted. It is well settled that newspaper reports by themselves are not the evidence of the contents thereof.

a. Quamarul Islam v. S.K. Kanta, 1994 Supp (3) SCC 5 [Pages 841 to 873 at Page 863]
b. Chhattisgarh State Electricity Board -v- Chhattishgarh State Electricity Regulatory Commission ,APTEL Decision dated 20.02.2008 in Appeal No. 119 of 2007:

c. R.P. Goenka vs. State of U.P. and Ors.decision dated Allahabad High Court, : 2019 SCC OnLine All 3815 : (2020) 2 All LJ 300 : 2020 Cri LJ 1918 : (2021) 115 ACC (Sum 11) 5:

Re: India Pakistan Conflict – Force Majeure Event

5.67. There is no document placed on record by the Petitioner to show that the alleged "war" impacted the works at the project site/petitioner's working in any manner. In fact, GUVNL vide letters dated 23.05.2025 and 08.08.2025 sought documents from the Petitioner to substantiate its claim which have also not been submitted by the Petitioner. The location of the Petitioner is not even such which may be affected. There was no such widespread restriction as sought to be claimed by the Petitioner, and the Petitioner is put to strict proof of the alleged issues.

5.68. The Petitioner has stated that this is a persisting force majeure event however, there is (a) no document to support the same and (b) the undeclared war only last around 4 days, it is untenable that the Petitioner is seeking continued extension even over 5 months later or of 56 days.

5.69. The document placed on record by the Petitioner from the contractor does not indicate the "war like situation" as the sole reason, in fact it indicates labour shortage and weather situations as reasons for delay thereby contradicting the Petitioner's claim.

5.70. In fact, a comparison of status report of May and June 2025 demonstrate that there was work being done including on approvals and civil work, land acquisition. In fact, the stringing work for transmission was done during this period and the line claimed to be charged in June 2025.

Re- Requirement for installation of remote terminal unit – Force majeure event No. 8.

5.71. As per PPA and RfS clauses, Petitioner shall provide necessary equipment (RTU) as per the Orders of the Commission from time to time. There is absolutely no reason why the Petitioner was unable to comply with the requirements.

5.72. The Petitioner has already filed petition No. 2482 of 2025 before the

Commission in regard to the issue of installation of Remote Terminal Units but this was done only on 23.04.2025 despite the fact that the Order was dated 31.08.2024. Further the Petitioner had obtained Interim orders in lieu of RTU at individual WTGs. In fact during the hearing the Petitioner claimed that it was ready to commission entire 70 MW. There is no reason why balance capacity cannot be commissioned similarly. Therefore, clearly such aspect had no impact on the Petitioner's project. Thus, none of events claimed by the Petitioner amount to force majeure event and the claim for extension is untenable.

5.73. The claim of 806 days is completely frivolous and mala fide. There can be no delay from the date of the PPA when the Order itself was issued on 31.08.2024. Further the Petitioner filed the Petition and obtained Order in 2025 despite the Order on 31.08.2024.

6. The Petitioner, on 09.10.2025, filed its Rejoinder to the Reply filed by the Respondent, GUVNL, and has submitted as under:

6.1. It is submitted that when the present Petition was listed before the Commission on 29.08.2025, the Commission granted GUVNL with a time of 2 weeks' time to file its reply. The same is evident from the Commission's Order dated 02.09.2025. Notably, the said period of 2 weeks expired on 16.09.2025, by which date GUVNL had not filed its reply, for reasons best known to itself. It was only on 01.10.2025, that GUVNL filed the reply, and served the same upon the Petitioner on 03.10.2025. The reply has been filed by GUVNL belatedly without an appropriate application seeking condonation of delay, and for this reason alone GUVNL is liable to be reprimanded by the Commission, for delaying the process and causing grave prejudice to the Petitioner.

6.2. The Respondent, GUVNL in its reply has raised the following contentions:

(a) That no force majeure notice has been issued by the Petitioner and the Petitioner has not substantiated its claims and that the Petitioner cannot claim the relief under the force majeure clause without complying with the requirements under the said provision.

(b) The Petitioner herein has failed to demonstrate how the events and circumstances fall under the force majeure clause of the PPA.

(c) The Petitioner has failed to issue any force majeure notice pursuant to the delay in allotment of government/revenue land for 22 locations from 26.07.2024 to 26.05.2025. Further, it is also contented by GUVNL that the Petitioner has failed to issue a Force Majeure notice on account of delay in possession of land at 22 locations.

(d) The general elections in the State of Gujarat are in no manner unforeseeable events and therefore the Petitioners claim is devoid of merit.

(e) The RoW issues raised by the Petitioner had no material impact on in achieving project timelines as the Petitioner was ready to commission the Project in May of 2025 and therefore the claim of ROW issues to be considered as a force majeure event is baseless.

(f) As per clause 8.1.(b)(1) the PPA, Force Majeure shall not include of unavailability, later delivery or change in cost of plants machineries, equipment, materials, spares or consumables for the project and therefore the fire incident that took place in the suppliers warehouse is not a force majeure event as per the terms of the PPA.

(g) The notification for vehicular restrictions identifies certain areas as no parking zones and there seem to be no issue with the movement of vehicles and therefore the claim that the restriction in heavy vehicular movement is baseless.

(h) Clause 8.1 (b)(4) of the PPA specifically excludes 'strike and labour disturbances at the facilities of the affected parties' and therefore strike organized by quarry and mining work would not constitute as a force majeure event.

(i) The Petitioner herein has failed to demonstrate how the India-Pakistan border conflict affected the Petitioner from achieving project timelines.

(j) The Order No. 05 of 2024 was issued on 31.08.2024 mandating the RTU installation requirement and was before the SCOD extension of the present Project therefore the Petitioners reliance on the RTU for extension is wrong and denied.

6.3. It is submitted that the following are admitted and undisputed facts for consideration of the Commission:

(a) That a PPA was executed between Petitioner and GUVNL on 08.02.2024 at the tariff of Rs. 3.11MW/kWh where the SCOD of the Project was 07.02.2026.

(b) That GUVNL filed Petition bearing no. 2225 of 2023 for adoption of tariff before this Hon'ble Commission and that the tariff was adopted vide Order dated 29.02.2024.

(c) That, the Petitioner had applied for land of 11 land parcels as early as in December of 2023.

(d) That, the Model Code of Conduct was enforced in the State of Gujarat from 16.03.2024 to 04.06.2024 on account of Lok Sabha Elections.

(e) That there was restriction in movement of heavy vehicles in the State of Gujarat on account of Holi between 07.03.2025 to 16.03.2025.

(f) That there were quarry and mining strikes all across of the State of Gujarat till 30.10.2024.

(g) That requirement for installation of Remote Terminal Unit arose on 31.08.2025 after the issuance of Order No. 05 of 2024.

(h) That the Petitioner has kept GUVNL informed of the project completion status from time to time, and has further apprised GUVNL for the various force majeure events impact the commissioning of the project.

(i) That the Petitioner has issued letters dated 10.01.2024, 07.03.2025, and 04.04.2025, 14.05.2025 to GUVNL apprising

GUVNL of the force majeure events hindering that the project progress.

Re. Alleged non-issuance of notice of Force Majeure under Article 8 of the PPA

6.4. It is GUVNL's case that the Petitioner did not issue the notice of force majeure as specified in the PPA. It is submitted that Article 8 of the PPA executed between the Petitioner and Respondent expressly provides for relief in cases where performance is prevented, hindered, or delayed due to occurrence of force majeure events beyond the reasonable control of either party. The Article when read in its entirety, contemplates both natural and non-natural events which include delays caused due to state instrumentalities, restrictions imposed by statutory authorities, strikes, lockouts, war, and any/or any other event affecting the ability of the generating company to execute the project or evacuate power through the inter-connected transmission system.

6.5. The force majeure events enumerated by the Petitioner i.e., (i) delay in allotment and possession of Government land, (ii) administrative restrictions arising out of imposition of the Model Code of Conduct, (iii) right-of-way obstructions and delay in police protection, (iv) supply chain disruptions due to a fire at the vendor's facility, (v) restrictions on vehicular movement, (vi) indefinite quarry and mining strikes, (vii) the Indo–Pakistan conflict leading to suspension of construction activity, and (viii) regulatory uncertainty on account of the revised RTU installation requirement under the Wind Tariff Order, 2024 fall squarely within the scope of Article 8.1 (a) to (d) of the PPA. Each of these events constitute as a recognised force majeure condition as they were beyond the control of the Petitioner and not caused by any act or omission on its part, and directly prevented or delayed fulfilment of contractual obligations. Further, the Petitioner since the inception, has been engaged in mitigating any issues which may have a bearing on the commissioning timelines, however, only when the Petitioner realised that the delay(s) are beyond its control, and while invoking the provisions of the PPA issued appropriate notice(s) of force majeure to GUVNL.

6.6. The Petitioner has complied with the procedural requirements prescribed under Article 8.1(c) of the PPA. In compliance with Article

8.1 (c) of the PPA, the Petitioner has promptly issued written Force Majeure notices to GUVNL dated 10.10.2024, 07.03.2025, 04.04.2025 and 14.05.2025 within the prescribed timelines, duly identifying the nature, onset, and likely duration of each force majeure event.

6.7. The Petitioner has furnished documentary evidence and periodic updates substantiating the link between each force majeure event and its impact on project execution and commissioning activities. Furthermore, in compliance with Article 8.1(e) of the PPA, the Petitioner has taken all reasonable steps to mitigate the adverse effects of the said events and to ensure performance at the earliest possible opportunity.

6.8. The Respondent vide its letter dated 17.03.2025, arbitrarily rejected the Petitioner's Force Majeure claim under Article 8 of the PPA without furnishing any reasoning or assessing of the circumstances. The denial of the Respondent was issued in complete disregard of the genuine hardships faced by the Petitioner during Project execution.

6.9. The Petitioner had, at every stage, acted in strict conformity with the procedural requirements prescribed under Article 8.1(c) of the PPA i.e., by issuing timely written Force Majeure notices dated 10.10.2024, 07.03.2025, and 04.04.2025, clearly identifying the nature, onset, and duration of each event, and by furnishing documentary proof demonstrating the impact of such events on Project progress.

6.10. In terms of the PPA, the Petitioner is entitled to a corresponding extension of the SCOD equivalent to the cumulative duration of the force majeure events. Any attempt by GUVNL to deny such extension or to impose contractual penalties despite the established force majeure circumstances would be contrary to the express terms of the PPA, inconsistent with regulatory precedents established by the Commission.

6.11. The purpose of notice is intimation, which has been duly fulfilled by the Petitioner herein. It is a settled procedure of law that procedural irregularities cannot take away substantive rights. The Hon'ble Supreme Court has time and again upheld the principle that procedure is the handmaid of justice. Reliance in this regard is placed on the following decisions of the Hon'ble Supreme Court which are as under:

(i) Rani Kusum v. Kanchan Devi, (2005) 6 SCC 705

(ii) HDFC Bank Ltd. v. Union of India, reported as (2023) 5 SCC 627

Alleged non-submission for force majeure claims by the Petitioner

6.12. The Respondent has alleged that the Petitioner has not substantiated its force majeure claims. It is submitted that the Petitioner has provided all the available details / documents to substantiate its claims for Force Majeure. Further, GUVNL has not been able to prove its allegation and has merely chosen to negate the Petitioner's claims without any basis. Any further details are required by the Commission, the Petitioner will furnish the same, as and when directed to do so.

Delay in allotment of land and alleged delay in obtaining land approvals.

6.13. The Respondent GUVNL has contended that it is the Petitioner's own case that the Force Majeure event started in November 2023, however, the Force Majeure notice was issued by the Petitioner only on 07.03.2025, wherein the Petitioner did not mention the delay caused for approval of 11 land parcels, and the same have been raised for the first time in the present Petition. Such submissions of GUVNL are baseless, hyper technical and liable to be rejected.

6.14. In respect of the proposed Project land in village Bamanasa, Kurunga Okha Madhi, it is submitted that the Petitioner undertook repeated and continuous follows- ups with revenue Department for allotment of land at 22 identified locations. Despite such diligence, only 9 locations in Bamanasa and 2 locations in Kurunga were eventually allotted, and that too after inordinate delays of 54 days and 304 days respectively from the date of submission of the demand draft. These delays were wholly attributable to administrative inaction on the part of the concerned authorities and fall squarely within the ambit of Force Majeure as recognized under Article 8.1 (a) (v) of the PPA.

6.15. The Respondent has wrongly stated that certain land parcels in village Bamanasa and Kurunga Okha Madhi were allotted to the without any delay The Petitioner's applications ignored these, causing

renegotiations-attributable to poor due diligence, not force majeure. Such submissions of GUVNL are an incorrect interpretation of the documents on record and are an attempt to mislead the Commission.

6.16. The Petitioner had no means to reasonably foresee or anticipate the delay in the approval process. In the absence of definitive timelines for such approvals and considering that the identified land parcels were suitable for project implementation, the Petitioner had no alternative but to await the requisite approvals.

6.17. The facts of the present case are squarely covered by Article 8.1(a)(v) of the PPA, which categorically stipulates that a force majeure event is any event beyond the reasonable control of either of the parties and would include the *"inability despite complying with all legal requirements to obtain, renew or maintain required licences or legal approvals".*

6.18. The Petitioner has taken all necessary steps to take ensure the availability of subject land to fulfil the Project's land requirement but due to delays cause by State instrumentalities was unable to achieve the same within time.

6.19. It is evident that the clause's intent is to safeguard the Project developer against delays caused by externalities beyond its reasonable control a factual scenario that applies to the Petitioner *pari materia*.

6.20. GUVNL has contended that it is reasonable for authorities to take time to grant approvals and therefore, the same cannot be considered as force majeure.

6.21. Inordinate delay caused in grant of approvals by authorities can in no way be considered as reasonable. The settled legal position today is that delays caused in grant of approvals by government authorities cannot be attributed to the developer. Moreover, the cases referred to by Respondent GUVNL are distinguishable from the present case since in the present case there is no delay in making applications by the Petitioner for the requisite approvals, and Respondent has no basis in fact or in law to allege otherwise.

6.22. It is submitted that the Hon'ble Supreme Court of India in Bangalore Electricity Supply Co. Ltd. v. Hirehalli Solar Power Project LLP, 2024 SCC

OnLine SC 2253, has categorically held that in a case where a project developer, despite complying with all statutory obligations and procedural requirements, is unable to secure or maintain approvals due to the conduct, inaction, or delay of governmental or statutory authorities, the resultant delay qualifies as Force Majeure under Article 8.3(a)(vi) of the PPA (which is identically worded to Article 8.1(a)(v) in the present case). The Hon'ble Supreme Court of India further clarified that such protection is only excluded where the delay stems from the developer's own negligence or omission.

6.23. Applying the ratio of the Hon'ble Supreme Court in Hirehalli Solar (supra) to the present case, it is evident that the delays faced by JGBPL fall squarely within the ambit of Force Majeure as contemplated under Article 8.1(a)(v) of the PPA. The Petitioner had duly completed all procedural formalities and made timely applications for land allotment before the District Collector, Devbhumi Dwarka, as early as December, 2023. Despite such compliance, the processing of applications by the Department of Geology and Mining was delayed by nearly 54 days in Bamanasa and 304 days in Kuranga from the date of payment of the demand note. These delays, which are entirely attributable to State instrumentalities, directly mirror the factual situation in Hirehalli Solar, where the Hon'ble Supreme Court of India held that the delay caused by governmental departments could not be imputed to the project developer.

6.24. Further, the Hon'ble APTEL vide its judgment dated 14.09.2020 titled Chennamangathihalli Solar Power Project LL.P v. Bangalore Electricity Supply Company Limited in Appeal 351 of 2018 held that the delay in receiving various approvals/clearances from the Government and its instrumentalities which are beyond the control of the developer should be treated as a FM Event and accordingly the Hon'ble APTEL granted extension of SCOD. The said decision has been upheld by the Hon'ble Supreme Court vide its Order dated 18.12.2020 passed in C.A No. 3958 of 2020.

6.25. The administrative and regulatory impediments including (i) restrictions under the Model Code of Conduct imposed during the Lok Sabha elections, (ii) obstructions by local landowners and the resultant delay in obtaining police protection, and (iii) the subsequent

introduction of the RTU installation requirement under the 2024 Wind Tariff Order are all circumstances beyond the reasonable control of the Petitioner. Each of these events has had a material and demonstrable impact on project execution and achieving SCOD, as is evident from the records, correspondence with GUVNL, the Petitioner's progress reports.

6.26. In terms of the ratio laid down in *Hirehalli Solar* and *Chennamangathihalli Solar* the said delays constitute bona fide *Force Majeure* events warranting corresponding extension of the SCOD under Article 8.2 of the PPA.

Non-service of notice of force majeure w.r.t model code of conduct (FM Event-2

6.27. The Respondent, GUVNL has sought to negate the claims of the Petitioner, on account of non-issuance of a notice of force majeure by the Petitioner. Such contentions of GUVNL are baseless and unmeritorious and cannot be sustained. In so far as the service of notice of force majeure is concerned, it is submitted that the occurrence of general elections in the State of Gujarat and the imposition of Model Code of Conduct on account of Lok Sabha elections is a matter of public knowledge. The Petitioner faced administrative delays in grant of necessary approvals. The Respondent is taking a hyper technical ground and being oblivious to public information, to negate the Petitioner's claims, without even considering that these issues were being faced in real time, and the Petitioner could not possibly have controlled the same.

6.28. The law is settled that procedural irregularities cannot be used to take away substantive rights. The Respondent has not placed on record a shred of evidence to support its baseless allegations. The process of getting approval from the Government officials was on a standstill owing to the reduced presence of Government Officials and the same led to delays in necessary approvals required to achieve Project milestones. The Petitioner cannot be penalized for the delays faced by it on account of the aforesaid event and accordingly it is entitled for extension of SCOD of the Project on account of the said delay.

Alleged lack of clarity on RoW issues faced by the Petitioner (FM

Event 3)

6.29. It is GUVNL's case that there is no clarity on what is the alleged issues of local resistance or ROW issues and for what portion of the power project. Admittedly, it is not for the entire power project. Further since the Petitioner was claiming even in May 2025 to commission within time, clearly the issue allegedly in November 2024 -January 2025 had no impact on the Petitioner's project. Further, GUVNL has contended that the sole responsibility is of the Petitioner to acquire land and set up the project and the documents placed on record by the Petitioner show delays/inability on the part of the contractor of the Petitioner to undertake road building works etc., however in terms of Article 8.1 (b)(2) Delay in performance of any contractor/sub-contractor or their agents' is specifically excluded from being a force majeure event. Such contentions of GUVNL are baseless and an attempt to mislead the Commission.

6.30. It is submitted that the Petitioner faced difficulties in acquiring land and accessing the proposed Project site due to protests and hindrances being caused by the farmers / landowners for the purpose of development and construction of the Project. This led to the deliberate obstructions in the construction activities. The local community and local villagers obstructed the work of the Petitioner for personal gain by restricting access of the Petitioner to their land parcels, thereby hindering the lawful and authorized activities of the Petitioner, despite knowing that as per government norms compensation will be paid by the Petitioner. The details of the obstruction created by farmers for setting up of the Project by the Petitioner are detailed in the police protection request letter sent by the Petitioner and have been placed on record before the Commission. There is no basis for Respondent to contend that the Petitioner has not provided the appropriate details in this regard.

6.31. The Petitioner made endless efforts and communicated with the villagers however, the villagers were completely against the development of the Project and obstructed the construction and development of the Project. Since the situation was getting out of control of the Petitioner, a formal request for police protection was submitted by the Petitioner on 28.11.2024, however, law enforcement authorities were preoccupied with election duties and a demolition drive in Beyt

Dwarka, thus, security assistance was only provided on 30.01.2025, causing a delay of approximately 63 days and severely impacting the construction schedule. This is not an issue between the Petitioner and its sub-contractors, rather it is an issue emerging due to unforeseen circumstances, and therefore, the reliance placed by GUVNL on Article 8.1(b)(2) is wholly erroneous. The Respondent's allegation on procrastination on part of the Petitioner is a mere attempt to mislead the Commission and is completely baseless. The Petitioner has taken all necessary steps to mitigate the circumstances and has adopted prudent utility practices. The Respondent has reiterated its hyper technical objection pertaining to issuance of notice of force majeure, to which it is submitted that the same has been prudently issued by the Petitioner as soon as it became practicable, and moreover, it is a procedural aspect, which cannot be misused by Respondent to deny the substantive right of the Petitioner.

Allegation that it is the responsibility of the Petitioner to arrange input/equipment and therefore supply chain disruption is not a force majeure (FM Event 4).

6.32. The Respondent, GUVNL has contended that the Petitioner is responsible for making all arrangements, and therefore, the Petitioner cannot seek extension merely because there has been a delay and the same cannot be an unforeseen reason. GUVNL has also stated that there is no aspect of whether there was any penalty claimed from the contractor and in any case the delay by its contractor cannot be the basis of claiming extension since the same is specifically excluded from the scope of force majeure events under 8.1 (b)(1). GUVN has alleged that there is no document to show that there were market disruptions, the Petitioner has only placed on record documents relating to the alleged fire incident which is not admitted. Further, GUVNL has stated that in any case supplier's fire damage should be covered by insurance, not developer's responsibility and cannot be saddled on the consumers/GUVNL in any manner and in any event in the Petitioner's own admission the said equipment related to the evacuation system and not the power project itself; it is not the case where the Petitioner been able to show that the project was already ready to be commissioned but owing to non-availability of certain equipment it was unable to evacuate power, rather the Petitioner already delayed in commissioning the

power project cannot mask its failure on account of other delays because the evacuation line is ready but it is the power project which is not commissioned. Such contentions of GUVNL are baseless and unmeritorious.

6.33. It is submitted that despite Petitioner's due diligence towards construction and development of the Project, the Petitioner faced hardship with respect to critical shortage of solid-core insulators which are essential for manufacturing electrical components such as isolator, circuit breakers, current transformers (CTs), and potential transformers (PTs). The Petitioner in the best interest of completing the Project in time and despite placing orders with multiple reputed Original Equipment Manufacturers (OEMs), supply chain bottlenecks, faced constraints in constructing power evacuation infrastructure, which ultimately led to failure in meeting the Project timelines, without any fault on its part.

6.34. The Petitioner had engaged HEC Infra Projects Limited vide work order dated 29.05.2024 for completion of pooling substation's Engineering, Procurement, Construction etc. within a period of 09 months from 10.05.2024. This EPC work required isolator as one of the components among others for completion of pooling substation. Supply of these isolators was subcontracted to M/s Air Break Switchgear Products Private Limited (ABSPL) as the manufacturer. For the production of the isolators insulators are required as an important component supply of which was contracted to Winwin Speciality Insulators Ltd (WSIL).

6.35. Vide letter dated 22.02.2025, WSIL informed ABSPL that a fire incident occurred in their UPS systems area on 15.02.2025, caused by a short circuit in the cables. The fire resulted in extensive damage to the UPS system, which is critical for powering the drying and firing processes essential for isolator production. As a direct consequence, manufacturing operations have been severely disrupted, bringing production to a halt. Due to the said fire HEC was unable to supply the said isolators resulting in delay in the EPC work. This unforeseen event constitutes a Force Majeure situation, as it is beyond the control of the Petitioner and its suppliers, leading to unavoidable delays of approximately 65 days in the supply chain.

6.36. The Petitioner faced delay in obtaining the equipment and essential components which caused a further delay of approximately 143 days (including delay of 65 days due to fire incident). The delay faced in execution of the Project is not attributable to the Petitioner and the Petitioner is duly entitled for an extension of SCOD of the Project for the aforesaid delay faced by it. The details of FM were intimated to the respondent on 07.03.2025.

Petitioner allegedly not affected by restriction on movement of heavy vehicles (FM Event -5).

6.37. It is submitted that GUVNL in its reply has wrongly alleged that the restriction on movement of heavy vehicles did not impact the petitioner, since the same was applicable only to city areas and the Petitioner has not demonstrated how it was impacted.

6.38. It is submitted that the Notification dated 03.03.2025 issued by the Superintendent of Police, Devbhoomi Dwarka, which restricted movement of the vehicles (excluding government and emergency vehicles) from 07.03.2025 to 16.03.2025 due to the Holi festival in the State of Gujarat.

6.39. The aforesaid restriction directly impacted on the transportation of materials such as sand, aggregate, steel, and other related material required for the foundation casting of wind turbine generators, causing delay of 10- 12 days of complete work stoppage. On account of the Notification issued by the Superintendent of Police, Devbhoomi Dwarka, the Petitioner was compelled to stop the construction activities and could not have done anything for the aforesaid period. GUVNL has no basis to negate the Petitioner's claim and neither has it provided any evidence in support of its allegations.

Strike or labour Disturbance excluded from Force Majeure as per PPA- Quarry Strike (FM event 6)

6.40. It is submitted that the Respondent GUVNL has wrongly stated that the Petitioner cannot claim relief on account of Force Majeure due to the strike of quarries and mines, and has further wrongly alleged that the Petitioner has not demonstrated its claims.

6.41. It is submitted that for the purpose of laying foundation work, raw material in the form of stones excavated from mines and quarries is a pertinent pre-requisite, without which no foundation work can be initiated. Gujarat Black Stone Quarry Association, in its meeting held at Devbhoomi Dwarka took a decision whereby more than 1600 Quarries and Mines in Gujarat had gone on an indefinite strike due to unresolved issues with the Government. Further, during the process of constructing and developing the Project the Petitioner faced the difficulties due to the indefinite quarry and mining strike in the State of Gujarat. On 30.09.2024 over 1600 quarries and mines across the State went on an indefinite strike which lasted till 30.10.2024.

6.42. The implementation of work got hampered on account of industrial action and led to complete cessation of quarrying operations because of which supply of essential construction materials required for the foundation work of the Petitioner's Project.

6.43. There was no availability of raw material required for the foundation work. Owing to the same, the timely completion of the Project significantly impeded, and the Petitioner faced difficulties in meeting contractual timelines for no fault of its own.

6.44. The delay faced in execution of the Project is not attributable to the Petitioner and the Petitioner is duly entitled for an extension of SCOD of the Project for the aforesaid delay faced by it. The Petitioner submits that this was an event beyond its reasonable control and seeks extension of time from 30.09.2024 up to 31.10.2024 on this count.

Alleged lack of documentation to demonstrate the impact of India Pakistan War (FM Event 7)

6.45. The Respondent, GUVNL in its desperation to negate the claims of the Petitioner, has also cast aspersions on the India Pakistan war which put the work on standstill in areas closer to the border. The situation is a matter of national security and sovereignty and is a matter of public record, which GUVNL for reasons best known to itself is seeking to negate.

6.46. It is submitted that because of the ongoing war situation near the border regions there was complete suspension in the process of land acquisition due to the redirection of administrative resources. Thus, the said event squarely qualifies as force majeure event and due to which the Petitioner is entitled to claim extension of SCOD of the Project. The said FM Event 7 also had a massive impact on meeting the contractual timelines of the Petitioner. The Project of the Petitioner also got hampered due to the extraordinary and unforeseen situation arose because of India - Pakistan war conflict. The Commission may appreciate the fact that the aforesaid event qualifies as an act of war (undeclared) and had triggered widespread disruption across multiple border-adjacent states including but not limited Rajasthan and Gujarat. Further, the aforesaid war had adversely impacted multiple aspects of project execution and compliance such as the land acquisition process, construction activities at site, compliance measures, regulatory approvals and other governmental procedures essential for the Project's progress.

6.47. Despite the ceasefire announcement agreement between nations there have been reports of continuous disruptions and military activities across the border areas, the construction and development of the Project have gone to uncertainty and risk in the Project region which ultimately blocked the Petitioner from working and executing the Project to the best of its abilities. In addition to the above, the Petitioner also faced issue pertaining to demobilization of manpower due to risk to their life and safety including manpower of vendors and subcontractors within the Project vicinity (Remobilization of manpower is still awaited). Given that the workforce engaged in wind power projects comprises highly skilled manpower, any demobilization of such manpower has a significant adverse impact on the project execution timelines. In the present case, the process of remobilization of the workforce has posed considerable challenges and has proven to be a difficult task. There was a complete halt in the construction activities due to black outs, and the Respondent was intimated of the same, and now is trying to downplay the situation. The military build-up by Pakistan on the Indo-Pak border area near Gujarat is a matter of public record even at present, and GUVNL has no basis to negate the same.

Re: Petitioner allegedly belatedly filed Petition No. 2482 of 2025

to seek relaxation from installation of RTU even when the Order was issued on 31.08.2024.

6.48. It is the Respondent's case that the Petitioner delayed filing of the Petition No. 2483 of 2025 seeking relaxation from installation of RTU, and therefore, the Petitioner cannot claim the associated delay as an event of Force Majeure. Such contentions of GUVNL are wholly erroneous and liable to be rejected. Although the order was issued on 31.08.2024, industry-wide renewable energy developers had represented that an alternative mechanism to the RTU at the WTG end was available, and therefore, the said requirement ought not to be treated as mandatory. Accordingly, Petitioner, along with several other developers, had submitted representations seeking permission to adopt the alternative mechanism in lieu of the RTU requirement. However, upon receiving no favorable response to these representations, the Petitioner was constrained to seek recourse through the petition. Further, several other developers have also approached the appropriate authority through petitions around the same period, thereby substantiating the bona fide nature of JGBPL's case. Moreover, GUVNL itself vide its letter dated 24.01.2025 had directed the mandatory compliance of CEA Technical Standards, which left the Petitioner herein with no other alternative but to file a petition before the Commission.

6.49. The Commission vide its Order No. 05 of 2024 dated 31.08.2024 passed in the matter of "Tariff Framework for Procurement of Power by Distribution licensees and Others from Wind Power Projects for State of Gujarat' for the control period 06.06.2022 to 31.03.2027 ("Wind Tariff Order 2024"), mandated the requirement for installation of Remote Terminal Unit ("RTU") at each wind turbine generator. Notably prior to the issuance of the Wind Tariff Order 2024, the requirement for installation of the RTU was only at the pooling substation, as per the then prevailing framework issued by the Commission vide its Order dated 30.04.2020 being Order No. 2 of 2020 ("Wind Tariff Order 2020"). The Petitioner, thereafter, has filed a petition before the Commission bearing Petition No. 2483 of 2025 seeking a relaxation in the above requirement since it is developing the Project using WTGs supplied by Suzlon Energy Limited ("SEL") equipped with Supervisory Control and Data Acquisition ("SCADA") being supplied by one of its affiliate, Suzlon Global Services Limited ("SGSL"). Further, WTs supplied by SSL is

already equipped with SCADA which is an alternate mechanism to comply with the directions of the Commission in the Wind Tariff Order 2024.

6.50. The Petitioner herein filed an IA No. 40 of 2025 before the Commission seeking interim relief, wherein the Petitioner has been granted the same vide its order dated 17.06.2025 for commissioning of the project without requiring the RTU at each of WTG.

6.51. The Petitioner's statement that it was ready to commission its Project clearly demonstrate Petitioner's bona fide intent to commission the Project within the stipulated timeline, or even ahead of schedule, at the time of filing Petition No. 2482 of 2025, JGBPL was fully prepared for timely commissioning however, the occurrence of the stated force majeure events necessitated an extension of the project execution timelines, despite the Petitioner)JGKPL's diligent and continuous efforts to achieve timely commissioning. Moreover, the submissions made by the Petitioner in the said petition were strictly in the context of compliance with respect to technical standards/data required vide Wind Tariff Order 2024. Notably, the technical data required vide Wind Tariff Order 2024 could be provided by SCADA, the alternative mechanism, therefore i.e., the installation of RTU was not required for commissioning, and thus the Petitioner was ready to commission its Project. Such statements cannot be taken out of context by GUVNL to create prejudice against the Petitioner herein.

6.52. The retrospective imposition of RTU installation at each WTG, as per the Commission's Wind Tariff Order 2024 dated 31.08.2024 (for the control period starting from 06.06.2022 to 31.03.2027), constitutes a Force Majeure event under the PPA, as it fundamentally disrupts the Project's technical and commercial assumptions. The said RTU requirement was not stipulated in the RfS dated 18.10.2022 or the PPA, making its retrospective application unforeseeable and beyond the Petitioner's control. The Wind Tariff Order 2024, mandating the installation of Remote Terminal Units (RTUs) at each Wind Turbine Generator (WTG), imposes unforeseen technical and financial burdens that fundamentally alter the Project's cost structure and execution timeline. Given that the PPA was executed on 10.05.2023 - based on the prevailing regulatory framework at the time and the Petitioner had already commenced

procurement and implementation activities (including placement of WTG orders) under the terms of the PPA, the retrospective application of this requirement was neither foreseeable nor reasonably mitigable despite all due diligence.

6.53. The sudden imposition of RTU compliance necessitates substantial redesign, additional capital expenditure, and delays - factors that were not accounted for in the Project's financial and technical planning.

6.54. The Petitioner has also installed SEL make WTGs and its Project is equipped with SCADA and RTU at the Pooling substation level, which meets the SLDC's requirement for real time data transfer through alternate mechanism to comply with the directions of the Commission in the Wind Tariff Order 2024. Therefore, the period from the date of the PPA i.e., 08.02.2024 (since the Wind Tariff Order 2024 was issued on 31.08.2024, and made applicable retrospectively from 06.06.2022), till the date of issuance of Interim Relief Order which is approximately 495 days of delay and must be treated as a Force Majeure event under the PPA, as the Petitioner could not have anticipated or mitigated this regulatory shift during this duration.

Coercive steps should not be taken while the matter is sub-judice to prevent irreparable harm and preserve the efficacy of proceedings:

6.55. It is a trite law principle that no coercive or irreversible action should be taken by any party during the pendency of judicial proceedings that would render the proceedings infructuous. This principle flows directly from the doctrines of judicial propriety, balance of convenience, and preservation of subject matter of the dispute as recognised by the Commission in the case of ACME Pokhran Solar Pvt. Ltd. v. GUVNL (IA No. 43 of 2025 in Petition No. 2376 of 2024 wherein the Commission recorded that the RE generator therein had commissioned 33 MW out of 50 MW, and treated such partial commissioning as evidence of continuous and legitimate efforts towards full project completion. The Commission further noted that the Petitioner had made best efforts to commission the remaining WTGs and that the delay was caused by force majeure events such as delay in forest clearance and mandatory RTU installation. This principle squarely applies to the present case.

6.56. The present Petition is pending adjudication before the Commission, wherein the Petitioner has sought proportionate extension of SCOD under Article 8 of the PPA. In such circumstances, any unilateral action by GUVNL such as invocation of the PBG, would pre-empt the Commission's jurisdiction and cause irreparable financial and reputational harm, and defeat the entire purpose of the adjudication.

6.57. The Commission, in ACME Pokhran (*Supra*), has categorically upheld this principle. Despite the PPA granting GUVNL a right to terminate the agreement after SCOD + 180 days, the Commission held that since the main petition seeking SCOD extension was sub judice, it would be inequitable and procedurally improper to allow coercive action. The Commission observed that coercive steps, if taken during pendency, would cause "unnecessary hardship and irreparable injury" and therefore directed that no termination or BG invocation should be undertaken until the Commission's final decision, subject to the developer maintaining good faith and continuing progress.

6.58. Any coercive step at this stage particularly invocation of PBG would irreversibly prejudice the Petitioner, jeopardies its financing arrangements, impair lender confidence, and render this Petition infructuous before adjudication. Pertinently, the Petitioner's PBG is valid till 14.08.2026 and therefore, GUVNL faces no imminent prejudice or loss by awaiting the Commission's final decision. On the other hand, premature invocation or termination would cripple the Petitioner's operational and financial viability, inflicting harm wholly disproportionate to any purported default.

Re: The principles of equity and proportionality remain applicable notwithstanding the literal wording of the PPA

6.59. The Petitioner's entitled to equitable relief and proportional extension of SCOD. The contractual clauses, including Articles 3.3, and 10.2, must be interpreted harmoniously with Article 8 i.e., Force Majeure clause and the regulatory framework under the Electricity Act, 2003, which vests the Commission with broad discretion to ensure just, reasonable, and equitable outcomes in power sector contracts.

6.60. Mechanical reliance on contractual deadlines, without accounting for the uncontested occurrence of Force Majeure events, would not only be inequitable but would defeat the very object of Article 8 which exists to cushion developers against events beyond their reasonable control. the Petitioner's case falls squarely within this framework and each delay event i.e., land possession, police protection, vendor fire, RTU procurement, and regulatory change has a clear nexus to the delay in achieving project timelines.

6.61. The principle of proportionality demands that relief be calibrated to actual delay and fault. The delay is attributable to external factors must be treated proportionately, not punitively. The Petitioner's conduct has demonstrated diligence, and any marginal residual delay cannot attract automatic penal consequences.

6.62. The Commission in ACME Pokhran (*supra*) where despite the express wording of Article 3.3 (limiting commissioning to SCOD + 180 days), the Commission granted protection against coercive measures and held that since the bank guarantee remained valid and the petitioner had demonstrated partial commissioning, coercive enforcement would be disproportionate and inequitable.

6.63. The Commission may, consistent with its own precedent and the principles of natural justice, direct that Respondent shall not take any coercive measures, including invocation of the Performance Bank Guarantee, termination of PPA, or reduction of contracted capacity, during the pendency of the Petition; and the Project shall be permitted to continue commissioning activities without interference and coercive action until final adjudication. Such protection is essential not only to safeguard the Petitioner's rights but also to preserve the integrity and efficacy of the proceedings before the Commission.

6.64. Even if the force majeure as claimed by the Petitioner through present Petition is disallowed, GUVNL still cannot be allowed to invoke bank guarantee or levy any damages on the Petitioner due to delay in achieving SCOD, without showcasing the actual damages incurred by it. The law to this extent is well settled that no party under an agreement can be permitted to levy liquidated damages, without proving the loss incurred due to such non-compliance. Therefore, before invoking

performance bank guarantee or levying liquidated damages under the PPA, Respondent is required to first prove the losses incurred by it due to the delay in SCOD of the Project.

7. The Petitioner, on 27.10.2025, filed its Written submissions, inter alia reiterating its submissions as stated in Paras above. The Respondent has also filed its written submissions on 04.11.2025, wherein, while reiterated the submissions made in above para, has made addition submissions on certain issues stating as under:

7.1. The alleged 'admitted and undisputed facts' as stated in the rejoinder are denied in toto and not admitted. The Petitioner is required to demonstrate and prove its claim and cannot on its own decide that there are admitted or undisputed facts. In fact, Respondent, GUVNL has specifically disputed, both by way of correspondences and in the present proceedings, the claims of force majeure of the Petitioner and/or that the Petitioner has raised force majeure notices in terms of the provisions of the PPA. The attempt of the Petitioner therefore to claim any admitted or undisputed facts is not correct and is misleading.

Re: Encashment of Bank Guarantee

7.2. The Petitioner has submitted that no coercive steps may be taken while the matter is sub-judice. Admittedly the bank guarantee in the present case is unconditional, irrevocable and with an unequivocal obligation of the Bank to pay on demand and there is a specific stipulation that the Bank shall discharge its liability notwithstanding any objection by the Petitioner.

7.3. It is a well settled that the Bank Guarantee is an independent contract between the Bank and GUVNL, and there can be no stay on the encashment of the Bank Guarantee. In this regard GUVNL referred to the decisions of the Hon'ble Tribunal in (a) Arina Solar Private Limited-v-Central Electricity Regulatory Commission and Ors. Dated 22.12.2022 in I.A. No. 1467 of 2022 in Appeal No. 378 of 2022; and (b) Shahpoorji Pallonii Energy (Gujarat) Private Limited - Gujarat Electricity Regulatory Commission& Anr. dated 29.05.2017 passed in I.A. No.384 of 2017 in Appeal No.161 of 2017, wherein the Hon'ble Tribunal has

examined various decisions of the Hon'ble Courts and held that there cannot be a stay of encashment of an unconditional bank guarantee.

7.4. The above principle has been consistently followed by the Commission as well. In fact in the daily order dated 09.06.2025 in ACME Pokhran Solar Private Limited -v- GUVNL (I.A. 43 of 2025 in Petition No. 2376 of 2024) which the Petitioner has relied upon also reiterated the above principles and the Petitioner therein agreed to provide advance in lieu of bank guarantee. The para 6.2 and 6.3 relied on by the Petitioner herein is not a finding of this Commission but a recording of the submissions of the Petitioner therein. It is inappropriate on the part of Petitioner to rely on submissions of parties.

7.5. The Petitioner cannot plead equities to negate the well-established principles of law, especially when the Petitioner's own conduct lacks bona fides. The issue has to be decided only as per the PPA and settled law and cannot be based on any other considerations.

8. The Petitioner vide affidavit dated 20.04.2026 filed additional written submission pursuant to the hearing held on 15.04.2026.

8.1. It is submitted that as a result of the unforeseeable and uncontrollable events, the Petitioner could not commission its Project by the SCOD. Further, as on 06.04.2026, the Petitioner had commissioned 47.25 MW (15 WTGs) out of the total capacity of 70 MW (23 WTGs). Subsequently, the Petitioner has commissioned additional 3.15 MW (1 WTG) recently and thus the Petitioner has commissioned 50.4 MW capacity (16 WTGs) as on date. Further, the Petitioner plans to commission additional 9.45 MW (3 nos. of WTGs out of remaining 7 WTGs) by 30.04.2026 and the balance capacity 12.6 MW (i.e. 4 no. of WTGs) are also likely to be commissioned in the near future. Further, subsequent to 06.04.2026, 22 SPSS have been erected. The Petitioner has duly submitted the Project Status Report with GUVNL.

8.2. It is stated that the Petitioner has been paying Liquidated Damages to Respondent GUVNL which is being deducted from the bills being raised by the Petitioner. During the course of hearing before this Hon'ble Commission on 15.04.2026, GUVNL submitted that they will not encash the Bank Guarantee, since the Liquidated Damages are being paid by the

Petitioner. It is most respectfully submitted that the Commission directs that the Bank Guarantee is not encashed by GUVNL, and further the Petitioner is entitled to recover the Liquidated Damages proportionately, in the event the Commission allows the present Petition and grants the extension of SCOD to the Petitioner.

8.3. It is further submitted that the Petitioner is in the advanced stages of commissioning the remaining capacity of the Project, pursuant to which the Project will be fully commissioned. Therefore, it is imperative that no coercive steps be taken against the Petitioner by Respondent GUVNL. Any adverse/coercive steps taken against the Petitioner the same would cause grave prejudice and irreparable losses to the Petitioner. Further, the Petitioner's Project is a wind power project, and such projects have been afforded the must run status owing to their necessity in order to reduce carbon emissions. Therefore, prayed that the Commission issues appropriate directions to Respondent GUVNL to not take any coercive steps against the Petitioner.

8.4. It is submitted that the PPA must be interpreted in a fair and reasonable manner. When part of the Project has already been commissioned and the remaining is also about to be commissioned in spite of the impact of Force Majeure events, the remedy should be proportionate, by granting an appropriate extension of time rather than imposing punitive measures. Any punitive measures in such cases would unfairly punish a developer who has acted in good faith and would also discourage future investment in renewable energy projects, undermining the broader policy objective of promoting clean energy.

8.5. The Hon'ble Supreme Court of India and the Hon'ble APTEL have consistently held that Force Majeure clauses must be interpreted in a balanced manner, to maintain the contractual equilibrium between the parties. These judicial pronouncements emphasise that such clauses are intended to protect developers from consequences beyond their control and to prevent undue enrichment of procurers at the cost of genuine and diligent project developers.

9. The Respondent GUVNL on 13.05.2026 filed submission in pursuance of hearing dated 15.04.2026.

9.1. During the course of the hearing, the Petitioner informed the Commission that the Petitioner has commissioned 47.25 MW of the Plant Capacity. However, the GEDA Certificate in this regard has not been submitted to Respondent GUVNL as of yet. Therefore, the above claim and the dates of commissioning claimed are subject to verification on submission of the Certificate by GEDA.

9.2. It is submitted that the Petitioner agreed for recovery of the liquidated damages by way of adjustment in monthly bills in lieu of encashment of Bank Guarantee, the Respondent GUVNL is recovering the amount of Liquidated Damages through the monthly bills being raised by the Petitioner and the same is without prejudice to the rights of Respondent GUVNL. However, GUVNL is entitled to further steps in case of non-commissioning of balance capacity and as per terms of the PPA including under Article 10 and by encashment of bank guarantee in this regard. Therefore, the Bank Guarantee has to be kept alive and renewed.

9.3. The contention raised in the additional written submission of the Petitioner is without any reference to specific judgments which apply such principle particularly in regard to the requirement of notice of force majeure. On other hand, the judgments have upheld the sanctity of contract terms and that when contract provides for something to be done in a particular manner, it has to be done in that manner. Further in specific case of force majeure, contrary to the contention of the Petitioner, the judgments of Courts have consistently held that force majeure clauses have to be interpreted narrowly. Therefore, when the Contract requires a notice to be issued, such notice is required to be issued within the time frame provided and as per the requirement of the contract.

9.4. It is submitted that in fact in the specific case of PPA and force majeure, the Hon'ble Tribunal in Punjab State Power Corporation Limited -v-PSERC dated 28.08.2024 in Appeal No. 316 of 2018 has also denied the relief of force majeure in absence of force majeure notice. The judgment specifically notes the significance of notice and that no relief can be claimed without the same.

9.5. When the force majeure clause requires a notice to be issued, the same is required to be issued. The Petitioner cannot claim relief under the

force majeure clause without complying with the requirements of the clause. Therefore, when the notice is to be issued within 15 days as per the PPA and provide full particulars, the same has to be issued within 15 days. If The Petitioner cannot claim compliance by referring to letters written after the above timeline.

9.6. It is submitted that the Petitioner has vaguely referred to the judgments under Delays in Land Approval without considering the fact that the nature of approvals in the said Judgments and the claims of the Petitioner in this case related to land are completely different.

9.7. It is submitted that the Petitioner has sought to rely on the decision of the Hon'ble Tribunal in Chennamangathihalli Solar Power Project LLP V. Banglore Electricity Supply Company Limited in Appeal No. 351 of 2018 which is not applicable in the facts of the present case. At the outset the Judgment itself recognizes that little difference in facts makes a lot of difference and each case has to be considered in its own facts. In the said decision, it was noted that Government and the DISCOM had agreed to extension of SCOD but admittedly that is not the case here. The Petitioner relies on Para 8.10 and 8.13 but fails to address the fact that there is no such agreement here. Further the generator had complied with all legal requirements and the approval which were required as per Government Guidelines were received considerably delay. The Petitioner has not demonstrated how the said judgment applies in the present case. Firstly there is no approvals referred in any Guidelines of Government and in any case there is no approval without which the project cannot be set up; Secondly, there is no delay let alone considerable delay.

9.8. The Petitioner has sought to refer to GUVNL v GERC (2014) SCC Online APTEL 23 for delays in approvals required under Section 89 of the Bombay Tenancy and Agricultural land and environment approvals etc which are required. There is no such issue of these approvals raised herein and the claims of the Petitioner do not fall within the scope of any legal approvals.

9.9. The allotment of Government land was not necessary for the Petitioner as is clear from the fact that the Petitioner continued to commission the plant without such land allotment and even otherwise, the land

allotment would not fall under the definition of "Approvals" in the PPA read with Article 2 and Schedule. The decisions relied on by the Petitioner proceed on the basis of legal approvals required which were delayed despite the fulfilment of legal requirement but in this case, there is no legal approval required. The decisions relied on do not also consider the impact of Article 2, Article 3.1 as well as provisions of RFS which provide that choice of land is the responsibility of the Petitioner. The project could be located at either Government land or private land. In this regard, the Respondent had placed reliance on the Hon'ble Tribunal in case of GUVNL v Taxus Appeal No. 114 of 2018 dated 13.02.2025 (after review) held as under:

> "...
>
> Though it is contended by the Respondent- Taxus that such a permission has been granted by the Govt. of Gujarat for other developers, however, in our view, such an approval, which will have change in shareholding pattern from that given along with application, is at the discretion of Govt., as it is not available as a matter of right, and time taken in grant of approval or denial cannot be considered as Force-majeure. Therefore, in our view. Respondent Taxus are not justified in claiming the time taken by Govt. of Gujarat in denial of the permission to set up the project as a SPV to be covered under Force-majeure, and we find force in the submission of the Appellant on this account. We are of the view that the State commission has erred in granting the period up to 01.04.2011 i.e. denial of permission for setting up the project through SPV under Force-majeure."

9.10. It is submitted that in any event even otherwise, to avail the benefits of the Force Majeure provision under Article 8 of the PPA, it is necessary on the part of the Petitioner to establish that it has acted in the most diligent manner to avoid the delays as claimed in the Petition. However, the Petitioner has failed to do so, as stated in the Reply and the Written Submissions, and the delays are solely attributable to the conduct of the Petitioner. The Petitioner cannot shift the delay and laches on its part on to the statutory authorities and seek Force Majeure claims as done in the present Petition. Further the Petitioner has not demonstrated that there was in fact unreasonable delay by any authority. It is reasonable and known that the authorities would take some reasonable time to process any request, and this cannot be claimed as Force Majeure. it is

reasonable and known that the authorities would take some reasonable time to process any request, and this cannot be claimed as Force Majeure.

9.11. In this regard, the decision of the Hon'ble High Court of Delhi, in NVVN v Precision Technique (supra)_it was held that the generator must secure approvals, and delays attributable to normal regulatory processes do not constitute as Force-Majeure.

9.12. The Petitioner has sought to rely on the decision of the Hon'ble Supreme Court in HDFC Bank Limited V. Union of India, (2023) 5 SCC 627 which is not applicable to the present case and such reliance is entirely misplaced. The said decision is relied on to claim that procedure is handmaid of Justice though there is no issue of any procedure but terms of the PPA. The terms of the contract are not procedure referred to in such decisions. In the said case, the court was considering the procedure being rules of the Court to correct the mistake of court. It is not clear how that applies here. There is no mistake of court to be correct. The attempt of the Petitioner to apply the principle of procedure to correct mistake of court, to cure or remedy its own breaches of contracts is not correct. The issue is not any mistake but that the Petitioner has wilfully not obeyed the requirements under the PPA and hence cannot be entitled to any relief under the PPA. The terms of the PPA are binding on the Petitioner and there cannot be any attempt to circumvent or ignore the same. In this regard, the Hon'ble Courts have repeatedly upheld the mandatory nature of requirements of the PPA and denied relief on such basis.

9.13. The reliance placed by the Petitioner on the decision of the Hon'ble Commission dated 22.09.2025 in Shivman Wind Energy Private Limited V. GETCO in Petition No. 2458 of 2025 is misplaced. Firstly the said issue relates to a completely different aspect under the Detailed Procedure read with Tariff Orders in regard to GETCO. In that case, there is no force majeure clause in a contract but the standard for consideration is completely different. Such cases cannot be compared to the present case which is governed by the PPA and it has already been held that the force majeure clause in contracts have to be narrowly construed. The force majeure clause also has exclusions and GUVNL has relied on the same. Such aspects were not there in the said Judgment in case of Shivman.

Further the said case related to construction of transmission line where ROW issues may affect the construction but in this case, the power project is delayed and therefore ROW issues have no relevance to why the power station was not ready. Further in the said case, the Petitioner Shivman Wind Energy Private Limited had produced details to show the land parcels that were affected by the agitation/Row issues. In the present case, the Petitioner has not produced any such details or that its power project (to what extent if any at all) was impacted by any such issue. Merely making vague references is not sufficient. The Petitioner is claiming force majeure and has to demonstrate and substantiate such claims. The issue of ROW even assuming but not admitting it can be considered is a matter of fact and has to be substantiated and proven.

9.14. The Petitioner has sought to rely on the decision of the Hon'ble Supreme Court in Bangalore Electricity Supply Company Limited V. Hirehalli Solar Power Project LLP, 2024 SCC Online SC 2253 which is not applicable to the present case and such reliance is entirely misplaced. Once again, the issue is not of any necessary approvals in the present case. In the said case also, the DISCOM and Committee set up by Government had accepted the case of generator which is not there and in fact it was noted that large number of developers faced the same issue which is also not the case here. It was specifically noted that the Generator therein had acted diligently and with care and caution to secure the approvals which is clearly not the case here. The Hon'ble Supreme Court also held that the SPD is entitled to the benefit of extension provided that no negligence or intentional act or omission on the part of the SPD has caused the delay. In the present case, there is an omission on the part of the Petitioner in applying for permission at the earliest, after the signing of the PPA. In the present case, the Petitioner has also not issued the Force Majeure notice in terms of the PPA.

10. The Petitioner filed additional affidavit dated 06.06.2026 and submitted as under:

10.1. It is submitted that, the present matter was listed for hearing on 29.05.2026 wherein Commission sought certain clarifications from the Petitioner herein, which has been detailed by Commission in the Daily Order dated 01.06.2026. The relevant excerpts from the Daily Order dated 01.06.2026 is set out below for ease:

"2.1 In response to the query of the Commission seeking clarification on various issues for completion of facts, the Petitioner has sought one week to make its submissions to clarify such issues i.e., (i) actual net impact of various Force Majeure events claimed in the Petition excluding the overlapping periods. (ii) delay period in allotment of Government land (iii) clarification fidentification of documents in relation to Row issues for claimed delay of 63 days for the period from 28.11.2024 to 30.01.2025...."

10.2. Actual net impact of various Force Majeure Events claimed in the Petition excluding overlapping periods.

(i) The Petitioner has placed on record a chart which demonstrates the overlapping period, and the net impact of the various Force Majeure events.

(ii) The actual net impact of various Force Majeure Events claimed in the Petition is 570 days excluding the overlapping period with other FM event(s).

10.3. Delay period in allotment of Government Land.

(i) The Petitioner submitted that despite timely applications and prompt payments, significant delays were encountered in obtaining possession of the revenue land necessary for the Project. Specifically, the Petitioner deposited the demand drafts for allotment of land on 26.07.2024 for nine (9) WTG locations in village Bamanasa, yet the physical possession was handed over only on 18.09.2024, after a delay of 54 days. Similarly, for two (2) WTG locations in village Kuranga, although payment was made on 26.07.2024, possession was granted only on 26.05.2025, resulting in a further delay of 304 days. These delays occurred entirely due to administrative inefficiencies and extended verification processes at the level of State authorities, despite persistent follow-ups and representations made by the Petitioner.

10.4. Clarification/identification of documents in relation to Row issues for claimed delay of 63 days for the period from 28.11.2024 to 30.01.2025

(i) Document evincing that police protection was received on 30.01.2025.

(a) The Commission had sought a clarification as to whether there is a proof/ document available to demonstrate that police protection was received on 30.01.2025. In this regard, the Petitioner is placing on record as follows:

i. Application for police protection which was submitted by the Petitioner on 29.11.2024.

ii. An Order was passed from SP office, Devbhoomi, Dwarka dated 02.01.2025, referring the Petitioner's application mentioned hereinabove in point no. 4.3.1 a (i). In the said order, the SP office directed the local police station to provide protection to the Petitioner. Along with the said order a demand note was issued to the Petitioner to make the payment for providing police protection.

iii. The Petitioner made the requisite payment to the police department on 04.01.2025 (i.e., within 2 days of the issuance of the demand note).

iv. However, the police protection was provided to the Petitioner only on 29.01.2025 (relevant documents referred to and annexed hereinbelow).

(ii) It is submitted that the Petitioner continued to face the right of way issues at the Project site, for which protection was also provided by the police on 08.02.2025., 18.03.2025, 26.03.2025, 20.05.2025, 21.05.2025, 08.06.2025 and 15.06.2025. It is submitted that the aforesaid period i.e. till 15.06.2025, should also be considered as a period impacted on account of the ROW issues. Therefore, it is prayed that the Commission may be pleased to consider an additional delay of 136 days on account of right of way issues and accordingly grant the extension of time to the Petitioner.

(iii) Accordingly, the Petitioner is seeking an extension of time basis the delay caused for a period of 63 days from 28.11.2024 to 30.01.2025, and additional period of 136 days from 30.01.2025 to

15.06.2025, thereby bringing the total impact of delay due to RoW issues to 199 days calculating from 28.11.2024 to 15.06.2025.

10.5. A complete copy of the letter provided at Page No. 186 of Petition Paperbook is placed on record. Further, the application for police protection for both Juniper Green Beam Pvt. Ltd. and Juniper Green Kite Pvt. Ltd. was submitted via the same communication as the WTG locations for both the SPVs, for which police protection was sought, fell within the same district.

10.6. It is submitted that proof that documents submitted for police protection were received by the relevant official(s) is placed on record.

11. The Respondent vide affidavit dated 15.06.2026 submitted as under:

11.1. It is submitted that the matter was listed by Commission on 29.05.2026 and vide the daily order dated 01.06.2026 the Commission sought certain clarifications from the Petitioner as under:

"……

2. *Ld. Adv. Ms. Parichita Chaudhary, appearing virtually on behalf of the Applicant / Petitioner, submitted that the Petition had already been heard at length by the Commission on 15.04.2026 and vide Daily Order dated 21.04.2026, the matter was reserved for appropriate Order. She submitted that it appears that the matter is listed today for seeking clarifications on certain aspects as may be considered necessary by the Commission before final adjudication, and the Petitioner is ready to provide such clarification / assistance to the Commission.*

2.1. In response to the query of the Commission seeking clarification on various issue for completion of facts, the Petitioner has sought one week to make its submissions to clarify such issues i.e., (i) actual net impact of various Force Majeure events claimed in the Petition excluding the overlapping periods. (ii) delay period in allotment of Government land (iii) clarification /identification of documents in relation to RoW issues for claimed delay of 63 days for the period from 28.11.2024 to 30.01.2025.

…

4. *Heard the parties. We note that the matter was listed seeking further clarifications from the Petitioner on specific aspects in the interest of completion of facts before finally adjudicating the matter. We note that the Petitioner has sought one week time to make its submissions to clarify these aspects, let it be filed within one week, with a copy to the Respondent. The Respondent will be at liberty to file its Reply, if any, within one week thereafter, with a copy to the Petitioner.*

……"

11.2. It is submitted that the above Order was to provide clarifications and identification of documents already on record. However, with respect to the query nos. (ii) and (iii), the Petitioner has sought to rely on new documents that were not produced in the Petition, in the rejoinder or during the course of the hearing.

11.3. It is further submitted that the Petitioner cannot be permitted to file such documents after not only completion of pleadings but after completion of arguments. It is not open to the Petitioner to produce documents which were not produced prior to the hearing of the Petition to substantiate its claims or fill up the gaps in its pleadings at this stage. In fact, even as per the order dated 01.06.2026 of Commission, the Petitioner took the liberty to file submissions to clarify the aspects raised by Commission. The same did not allow the Petitioner to file new documents which were available with the Petitioner at the time of filing of the Petition or during the course of the hearing.

11.4. It is submitted that documents containing new material/facts cannot be introduced for the first time after the order in the Petition has been reserved. There is not even any attempt on part of the Petitioner to justify as to why the documents were not filed beforehand or otherwise seek any permission to file additional documents.

11.5. It is submitted that the Petitioner could have clarified the queries of the Commission only from the record and not produce new documents. In this regard, GUVNL placed reliance on the following judgements:

a. Murugesam Pillai v. Manickavasaka Desika Gnana Sambandha Pandara Sannadhi, 1917 SCC OnLine PC 1
b. Bagai Construction v. Gupta Building Material Store, (2013) 14 SCC 1
c. Polyflor Limited v. A.N. Goenka, 2016 SCC OnLine Del 2333,

11.6. It is submitted that the Petitioner has failed to answer the clarifications/queries of Commission, from the documents already before Commission. Further, the veracity of the documents produced by the Petitioner at this stage cannot be accepted. The Petitioner has the burden of proof and particularly when the Respondent has disputed the claims, it is upto the Petitioner to produce all documents. Nothing prevented the Petitioner from producing these documents at the time of filing of the Petition or when GUVNL raised these issues in its reply. Production of new documents at this belated stage is suspicious.

Re: Identification of documents in relation to Row issues.

11.7. It is submitted that the query of the Commission was with respect to clarification/identification of documents in relation to Row issues for claimed delay of 63 days for the period from 28.11.2024 to 30.01.2025.

11.8. It is submitted that instead of clarifying from the record or identifying documents, the Petitioner has sought to produce new documents, which cannot be permitted at this stage. Thus, evidently the Petitioner had not produced any documents either in the Petition or even rejoinder. The arguments are over and no new documents can be produced.

11.9. The Petitioner has still not clarified on what the issue was and what area is covered. It appears that this is Government land which is only one part of the Project and is not entire power project. The Petitioner had in the Petition sought to claim issues on access road etc. which is unsubstantiated. The Petitioner fails to show it took adequate mitigation steps (e.g., alternate routes despite obstructions).

11.10. It is submitted that the Petitioner has claimed to have applied for Police protection on 29.11.2024 and the SP has given the order providing police protection on 02.01.2025. Firstly, the said time is reasonable that government authorities are expected to take**.** Secondly, the Petitioner

has not shown any follow up with the authorities**.** Not a single communication has been produced. The Petitioner cannot merely write one letter and then take no further steps.

11.11. Further, the Petitioner is seeking an additional delay of 136 in the Affidavit dated 06.06.2026. In the guise of clarifying the queries of the Petition, the Petitioner is seeking to expand the scope of its Petition and the submissions. Any additional delay cannot be considered at this stage. The Petitioner is in essence seeking to additional reliefs without any application for amendment which in any case cannot be allowed when not only trial has commenced but the arguments are concluded, and judgment reserved. There are no pleading and no relief sought in the Petition, and it is well settled principle that there cannot be grant of any relief beyond the pleadings.

12. The matter was listed for hearing on 29.08.2025, 13.10.2025, 15.04.2026 and 29.05.2026. During the hearing the Ld. Adv. appearing on behalf of the Petitioner argued the matter mainly reiterating that the various unforeseeable delays and uncontrollable events have occurred which have adversely impacted the Petitioner's ability to commission the project by SCOD i.e., delay in allotment and possession of Govt. land, administrative disruption owing to the Model Code of Conduct during the 2024 Lok Sabha elections, Right of Way obstruction and delayed police protection, supply chain disruption triggered by a fire at vendor's facility, restriction on heavy vehicle movement imposed by local police due to Holi, indefinite quarries and mines strike across Gujarat, India – Pakistan border conflict causing suspension of administrative and construction activities and retrospective Regulatory change mandating installation of RTU on each Wind Turbine.

12.1. It is submitted by the Petitioner that as a result of above unforeseeable and uncontrollable events, the Petitioner could not commission its project by SCOD. It is submitted that as on 27.10.2025 the Petitioner has commissioned 28.35 MW out of 70 MW project capacity.

12.2. It is submitted that the PPA must be interpretated in a fair and reasonable manner, particularly when the part of the project has already been commissioned and the remining is also about to be commissioned inspite of impact of force majeure event, the remedy

should be proportionate by granting an appropriate extension of time rather than imposing punitive measures.

13. The Ld. Adv. appearing on behalf of respondent GUNVL submitted that on one hand, the Petitioner is seeking extension in SCOD for entire project but the Petitioner has already commissioned 28.35 MW project capacity in advance of the SCOD. It is thus clear that if the Petitioner was in the position to commission substantial part of the project, it can certainly commission balance capacity within SCOD. Therefore, the delay is not on account of a Force Majeure event but due to the delay on part of the Petitioner itself.

13.1. It is further submitted by the Respondent that the Petitioner has failed to issue notice of occurrence of Force Majeure events to the Respondent at the relevant time as required under Article 8.1 (c) of the PPA. Despite of claiming occurrence of *Force Majeure* event from 16.03.2024, the Petitioner however, issued communication by way of letter dated 10.10.2024 for one issue and thereafter on 07.03.2025 only. It is further submitted that even in the Force Majeure notice dated 07.03.2025, there is no reference to land related issues.

13.2. Ld. Adv. of the Respondent submitted that in terms of the RfS., it was entirely upto the bidder to choose its own project location along with requisite approvals and clearances. The Petitioner has not demonstrated how the event within the scope of Force Majuere under the PPA. The Petitioner has merely produced certain circulars but has not provided any supporting documents or evidence to support its claim that there was delay and for how much period project was affected. Even though the letter of Intent was issued on 02.06.2023, as per the Petitioner's own submission, they applied for land location on December 2023. If the Petitioner had acted diligently to mitigate the effect at relevant time as required under Article 8.1 (e) of the PPA, the same would have done earlier.

13.3. As regard to Force Majeure events claimed by the Petitioner regarding model code of conduct, the Respondent submitted that no Force Majeure notice is issued to the Respondent. Further, the Petitioner has not placed on record any details / information as to which approval / clearances were impacted.

13.4. With regard to Force Majeure claimed by the Petitioner citing local resistance / RoW issues, the Respondent submitted that it is not clear where the alleged issue of RoW have occurred, whether is it respect to project land or with respect to evacuation transmission line. If the reference is to the evacuation line, then there is no impact of Force Majeure, since the same was ready much before the SCOD and part capacity has already been commissioned.

13.5. As regard to the other Force Majeure events claimed by the Petitioner, it is submitted by the Ld. Adv. appearing on behalf of the Respondent that the Petitioner has claimed these Force Majeure in a very generic manner without providing any details as to how and when the project implementation activities were impacted on account of these Force Majeure events and what steps the Petitioner had taken to mitigate the adverse impact on the project implementation on the project. The Respondent submitted that the claim of the Petitioner is thus without any merit and no extension in SCOD can be granted based on such claims.

14. Heard the parties. We note that the Petitioner has filed the present Petition under Section 86(1)(b),(e),(f) and 86(1)(k) of the Electricity Act, 2003 read with Article 8 of the Power Purchase Agreement dated 08.02.2024 executed between the Petitioner, M/s Juniper Green Kite Private Limited and the Respondent GUVNL, for supply of 70 MW wind power from its project in the state of Gujarat, seeking inter alia extension of the Scheduled Commercial Operation Date on account of certain Force Majeure events affecting the project implementation.

15. We note the following facts as stated in the Petition.

15.1. The Petitioner participated in the RfS issued by the Respondent GUVNL vide RfS. No. GUVNL/500 MW/ Wind (Phase – V) dated 14.03.2023 and declared as successful bidder pursuant to Letter of Award (LoA) dated 02.06.2023 for development of wind power project of 70 MW capacity and sell of entire electricity produced for commercial purposes from such power plant to GUVNL.

15.2. The Respondent and the Petitioner executed the Power Purchase Agreement (PPA) on 08.02.2024 setting out terms and conditions for supply of electricity from the 70 MW wind power project capacity to be established by the Petitioner.

15.3. As per the PPA the original Scheduled Commercial Operation date (SCOD) of the project was 07.02.2026 i.e., 2 years from signing of the PPA between the parties.

15.4. The Respondent GUVNL filed Petition before the Commission for adoption of tariff discovered under the aforesaid bidding process and the same was adopted by the Commission vide its Order dated 29.01.2024.

15.5. The present Petition is being filed by the Petitioner seeking extension in the SCOD of the project on account of the delays which are stated to be beyond the reasonable control of the Petitioner impacting the timely implementation of the power project. We note that the Petitioner has sought extension in SCOD claiming following events as *Force Majeure* events:-

(a) Delay in allotment of land and obtaining land approval for setting up the project;

(b) Administrative disruption caused due to general election;

(c) Delay due to right of way issues;

(d) Delay due to supply chain bottleneck due to critical shortage of solid – core insulators required for production of isolators;

(e) Notification dated 03.03.2025 issued by the Superintendent of Police, Devbhoomi Dwarka restricting movement of vehicles;

(f) Indefinite strike across quarries and mines in Gujarat;

(g) Delay attributable to India-Pakistan conflict; and

(h) Delay due to lack of Regulatory certainty on requirement for installation of remote terminal unit as per Order No. 05 of 2024 dated 31.08.2024.

15.6. We note that the Respondent GUVNL has vehemently contested the aforesaid delay claimed by the Petitioner stating that in most cases the delay is attributable to Petitioner itself and GUVNL and thereby consumer at large cannot be saddled for the failure on part of the Petitioner to prudently arrange its affairs and commission the project in time.

15.7. With consideration of the provisions of RfS document, PPA executed between the parties, submissions made by the parties, documents made available including Memo of Petition, Reply, Rejoinder and written submissions filed by the parties from time to time, now we proceed to deal with the *force majeure* events claimed by the Petitioner and contested by the Respondent, one by one : -

16. FM event – 1 - Delay in allotment of land and obtaining land approval for setting up the project;

16.1. We have considered the submissions of the Petitioner and the Respondent, GUVNL, in respect of FM Event-1, namely the alleged delay in allotment of revenue land and obtaining land approval. The Petitioner has broadly raised two claims under this head. The Petitioner has broadly raised two claims under this head. First, the Petitioner has claimed that it had deposited the requisite amount on 26.07.2024 for allotment of revenue land for 9 locations at village Bamanasa, however the same was allotted only on 18.09.2024 i.e. after delay of 54 days. Further, the Petitioner has claimed that it had deposited the requisite amount on 26.07.2024, however the same was allotted only on 25.05.2025 i.e. delay of 304 days. It is submitted that delay in allotment of land for these 11 locations, post submission of DD is solely accountable upon Department of Revenue and not attributable to the Petitioner.

16.2. Per contra, Respondent, GUVNL has opposed the said claim. GUVNL has contended that the alleged event, even as per the Petitioner's own case,

commenced in July 2024, however, no notice of force majeure was given by the Petitioner to the GUVNL. It was only vide letter dated 07.03.2025 that the Petitioner intimated the GUVNL for the force majeure events and the said letter also does not refer the land issues. The Respondent GUVNL has further submitted that under the RfS and PPA, selection of site, acquisition of land, obtaining of statutory approvals, clearances and permissions were the responsibility of the Petitioner at its own cost, risk and responsibility. It is further submitted by GUVNL that as per the terms of RfS, the Project could be located anywhere in India and could be developed either on private land or Government land, and therefore insistence on a particular Government/revenue land parcel, without adequate due diligence, cannot be shifted to GUVNL as a Force Majeure event. GUVNL has also pointed out that the LOI was issued to the Petitioner on 02.06.2023 and as per the Petitioner's own submission the land applications were made only in December 2023 for which no satisfactory explanation has been furnished. GUVNL has further submitted that the Petitioner has not demonstrated the actual impact of the alleged delay on the Project and that the Petitioner has already commissioned substantial capacity well before the SCOD which clearly demonstrate that the project implementation was not impacted on account of the aforesaid force majeure event. Further, there seems to be some deficiency in the Petitioner's application itself, attributable to poor due diligence on part of the Petitioner which cannot be construed as force majeure event.

16.3. We observe that the claim of Force Majeure has to be examined in terms of Article 8 of the PPA. The Commission further note that under the RfS and the PPA, the responsibility towards identification of suitable land, its of acquisition / procurement and getting land related Government approvals etc. rested with the Project Developers. We agree with the Respondent GUVNL that the RfS did not earmark any specific land for the Project. It is the Petitioner as a project developers, who has to identify the suitable land for the project, procure /acquire it including requisite approvals along with Right of way for approach. The Project was to be set up at the location chosen by the successful bidder anywhere in in India, and the bidder was required to make its own assessment of land availability, site suitability, access, approvals, statutory clearances, and implementation risk and achieve the SCOD agreed in the PPA. Therefore, it is not permissible to claim every delay

and /or denial in obtaining allotment of project land and related approval from a Government department, if any, a Force Majeure event under the PPA. The Petitioner as project developers was expected to carry out its own due diligence and expedite the land procurement / acquisition and approvals required from different departments in timely manner so as to complete the project by SCOD.

16.4. While observing above, the Commission has independently analyzed the claim of the Petitioner under the head FM Event – 1 - Delay in allotment of land and obtaining land approval for setting up the project. It appear that the Petitioner has claimed two different independent events related to allotment of land for its70 MW Wind Power Project as a reason for delay in achieving SCOD, namely (i) delay attributable to allocation of Government revenue land for 9 locations of Village: Bamanasa, Taluka: Kalyanpur, Dist. Devbhoomi Dwarka; and (ii) delay in allocation of land for 2 locations of Village: Kurunga, Taluka: Kalyanpur, Dist. Devbhoomi Dwarka.

16.5. As regard to allocation of Government revenue land for 9 locations of Village: Bamanasa, Taluka: Kalyanpur, Dist. Devbhoomi Dwarka, the Petitioner has claimed that it applied for these locations on 30.12.2023 and made application for 2 locations at village- Kurunga, Taluka: Kalyanpur, Dist. Devbhoomi Dwarka on 03.01.2024. It is further submitted that in respect of application for allocation of 09 location at Bamanasa village, the Petitioner deposited requisite amount to the Revenue authorities on 26.07.2024 however, possession was provided only on 18.09.2024. Further, it is submission of the Petitioner that in respect of 2 location at village Kurunga, the possession of land was provided only on 26.05.2025 even after depositing requisite amount to the revenue authorities on 26.07.2024.

16.6. We note that in relation to allocation of land at village Bamanasa, the Order dated 29.08.2024 issued by Collector Devbhumi Dwarka states that the Applicant/Petitioner has relinquished its requirement of land locations from survey No. 796, 846 and 723. Further, as pointed out by the Respondent, GUVNL, there were deficiencies in the application of the Petitioner. Therefore, there is no documents on the record of the present petition to demonstrate that the application was complete in all respects and the land selected did not suffer from any avoidable impediment

which could have been discovered by reasonable due diligence and the Petitioner has made all the reasonable efforts to comply with the procedural requirement in timely manner in getting allocation of land and land related approvals in regard to these locations.

16.7. We further noted inconsistencies in the submissions of the Petitioner as per documents placed on record by the Petitioner, while claiming force majeure in regard to allocation of land. In the force majeure notice dated 07.03.2025 issued to GUVNL, the Petitioner has referred only issues related to administrative disruption due to general election, local community resistance and law enforcement constraints, supply chain disruption and notice for heavy vehicle movement road closure. There is not any reference with respect to any delay in relation to allocation of government land. This inconsistency in the Petitioner's stand is material, specifically with consideration that the Petitioner is claiming that it has achieved substantial progress in the project and achieved commercial operation of 28.35 MW capacity on 27.10.2025 i.e. well before SCOD.

16.8. We also note that on one hand, it has stated that the possession of 2 locations at village- Kurunga was handed over by Government only on 26.05.2025. On other side, the Petitioner while claiming other force majeure event related to Right of Way issues, has placed on record letters seeking police protection for approaching the project side, prior to the possession of project land on 26.05.2025, viz. letters dated 28.11.2024. We also consider it relevant to note the submission of the GUVNL that the Petitioner has not covered said issue in its force majeure notice dated 07.03.2025 even though said force majeure events as per the submission of the Petitioner was occurred on 26.07.2024. Thus, even if the said delay is taken at face value, the Petitioner has not shown that this event was notified to GUVNL as a Force Majeure event within the prescribed time or that the said period caused actual delay in achieving the SCOD of 07.02.2026. The alleged delay in land allocation for 9 location in village – Bamanasa and 2 locations in village – Kurunga ceased to be exist much before SCOD i.e. 07.02.2026. The Petitioner has not demonstrated that the alleged delay in possession of these 11 locations made timely commissioning impossible. Therefore, this claim also cannot be accepted as a ground for extension of SCOD.

16.9. While examining the claim of the Petitioner in regard to delay in allocation of land and land related approvals, the Commission has considered other aspects also, as contended by GUVNL. It is submitted by the GUVNL that the Petitioner was issued LOI on 02.06.2023. The land application itself appears to have been made after a considerable lapse of time from the date of LOI. When the obligation of timely project execution rests upon the developer including procurement of land etc vested with the project developer, the delay in initiating a key activity such as application for land allotment cannot be ignored while examining Force Majeure.

16.10. Based on the submission made by the Petitioner and analysis of the documents placed on the record, the Commission notes that the Petitioner has claimed force majeure event in very generic manner on the basis that any delay by Government authorities in granting approvals constitutes Force Majeure. We are of the view that where a developer has acted with due diligence and despite timely compliance with all requirements is prevented from performing its obligation due to delay by a government authority beyond its control, such delay may be considered under the Force Majeure clause, subject to the terms of the contract. However, what is relevant, is to place on record complete details and supporting documents to claim force majeure events to prove that even after complying all requisite formalities in timely manner and making all reasonable efforts and due diligence, there is delay attributable to the Government Authorities in granting permission / approvals over which the Petitioner has no reasonable control. In the present case, the delay relates to allocation of project land sought by the Petitioner itself. Under the RfS and PPA, the Petitioner had the responsibility of site selection, arranging for land and related approvals. The application for land allocation was made several months after LOI and the Petitioner has not established that it has complied with all requisite requirement and procedures in timely manner. Therefore, the general principle relied upon by the Petitioner does not automatically entitle it to extension in the facts of the present case.

16.11. We note that the Petitioner has relied upon the Commission's Order dated 18.10.2025 in Petition No. 2376 of 2024, ACME Pokhran Solar Private Limited v. GUVNL and another to contend that delay in receiving approvals / clearances from Government authorities and

instrumentalities, which are beyond the control of the developer, should be treated as Force Majeure. The Commission considered the said reliance. However, the Commission is of the view that the facts involved in the said matter is different and distinct than the present case. We are of the view that the claim for the force majeure is matter of facts pleaded in the given case and there cannot be a general pre-position to allow force majeure relief. We note that the ACME Pokhran order of the Commission is distinguishable on facts and cannot be mechanically applied to the present case. In that case, the Commission examine the documents on record and consider the delay in grant of approval of the metering scheme and the pooling of power from two different Wind Generating Stations at a single 150 MVA transformer; delay due to measurement issues of PSS land and uncertainty/delay in approval for application made under Section of Saurashtra Ordinance 1949 for pooling sub- station land ; the delay on account of rejection of permission for usage of agricultural land for non-agriculture purposes; the delay in commencement of project activities related to transmission infrastructure owing to delay in approval of new application made under Section 68 and Section 164 of Electricity Act due to change in PSS Land. The Commission considered the specific facts with respect to and material placed in that matter, including the nature of approvals involved and action taken by the Petitioner in procuring such approvals. Whereas the present case involves delay in getting allocation of the Government land for setting up of the project, which is otherwise responsibilities of the project developers to arrange and project land and related approvals at its own. Thus, the present case operates on different factual matrix than the facts involved in case of Pokhran Solar. Therefore, we are of the considered view that Commission's order in the ACME Pokhran case is not supporting the case of the Petitioner.

16.12. We also note that the Petitioner has relied upon the judgment of the Hon'ble Appellate Tribunal for Electricity dated 14.09.2020 in Appeal No. 351 of 2018, Chennamangathihalli Solar Power Project LLP v. Bangalore Electricity Supply Company Limited stating that in the said judgment, Hon'ble APTEL held that delay in receiving various approvals / clearances from Government instrumentalities beyond the control of the developer constitutes Force Majeure and accordingly extension of SCOD was granted. The Petitioner has also submitted that the said judgment was upheld by the Hon'ble Supreme Court by dismissal of the

Civil Appeal. We have considered the Petitioner's reliance on the said judgment. As noted earlier, there can be no dispute with the general proposition that where a developer, despite complying with all legal requirements, is unable to obtain or maintain necessary statutory approvals due to delay or inaction of Government authorities, and where such delay directly affects project commissioning timeline, such event may qualify as Force Majeure depending upon the terms of the PPA and the facts of the case. The said principle is also reflected in Article 8.1(a)(v) of the present PPA. However, the judgment in Chennamangathihalli cannot be said to be construed that every delay connected with Government approvals automatically constitutes as Force Majeure. The said judgment involves different facts related to provisions of the PPA, the nature of approvals involved, etc. In case of Chennamangathihalli, Bangalore Electricity Supply Company Limited had granted extension after applying, due diligence in the matter and considering all prevailing facts and also with consideration of the provisions of PPA between the parties. Thereafter, the KERC had *suo-motu* issued communications dated 16.3.2017 and 5.4.2017 to all the ESCOMS stating therein that ESCOMS could not allow extensions of time beyond the Scheduled Commissioning date without obtaining prior approval of the Commission and the concerned party had to file a petition before the KERC in that regard seeking the approval. In the petition filed by the Project developer, the KERC rejected the claim of the project developer regarding Force Majeure leading to the filing of Appeal before the Hon'ble APTEL. In the aforesaid judgment, Hon'ble APTEL noted that BESCOM itself had granted six months' extension after considering the developer's request and documents on record. The Hon'ble APTEL also noted that the extension had been granted under the PPA after due consideration and that the State Commission had later interfered with such extension. Thus, the facts involved in Chennamangathihalli case was different from the present case. In the present case, GUVNL has not accepted the Petitioner's claim of Force Majeure. On the contrary, GUVNL has specifically disputed the claim on the grounds that the notice was belated, the Petitioner was responsible for land selection, land acquisition and land-related approval and the land application itself was made several months after LOI etc. Therefore, the ratio of Chennamangathihalli case cannot be mechanically applied to the present case and do not advance the case of the petitioner.

16.13. In view of the above, the Commission holds that the delay of 54 days in allotment of revenue land / obtaining land approval for 9 WTG locations at village- Bamanasa and delay of 304 days in allocation of land for 2 locations at village – Kurunga do not qualify as Force Majeure events under Article 8 of the PPA in the facts of the present case.

17. We now deal with the second Force Majeure event pleaded by the Petitioner, namely administrative disruptions caused due to the General Elections in the State of Gujarat and imposition of Model Code of Conduct during the Lok Sabha Elections. The Petitioner has submitted that there were widespread transfers of Government officials in the State of Gujarat in the months of January and February 2024, which disrupted and delayed the grant of necessary approvals. The Petitioner has further submitted that the Model Code of Conduct was imposed during the Lok Sabha Elections from 16.03.2024 to 04.06.2024, resulting in delay in obtaining requisite approvals and executing necessary agreements, and the Project was effectively at a standstill for approximately 80 days. The Petitioner has accordingly sought extension of SCOD by 80 days under Article 8 of the PPA.

17.1. Per contra, the Respondent, GUVNL, has contested the said claim. GUVNL has submitted that the Petitioner's claim has to be examined in terms of the PPA dated 08.02.2024 and particularly Article 8 thereof. GUVNL has further contended that the Petitioner has not placed any specific documents to show which approval was delayed, before which authority it was pending, what steps were taken by the Petitioner, whether any authority actually refused to process the matter due to Model Code of Conduct, and how such alleged delay affected achievement of the revised SCOD.

17.2. Before considering the rival submissions, it is necessary to refer to the Article 8 of the PPA, which is the governing provision for Force Majeure. The Article 8 of the PPA in effect provides that neither party shall be responsible or liable for, or be deemed to be in breach of the PPA because of, any delay or failure in performance of its obligations or failure to meet milestone dates, if such delay or failure is due to any event or circumstance beyond the reasonable control of the party affected by such delay or failure. The Article 8.1(a)(v), as relied upon by the Petitioner, covers inability, despite complying with all legal

requirements, to obtain, renew or maintain required licenses or legal approvals. The Article 8.1(c) further provides that the affected party shall give notice of the Force Majeure event as soon as reasonably practicable and not later than 15 days after the date on which such party knew or ought to have known of the commencement of the Force Majeure event. The Article 8 also requires the affected party to furnish particulars of the event and its impact and to take reasonable steps to mitigate the effect of the alleged force majeure event.

17.3. The aforesaid provisions make it clear that Force Majeure relief is not available merely because an external event has occurred. The party claiming Force Majeure must establish that the event was beyond its reasonable control, the event has directly delayed or prevented performance of its obligations and was not attributable to its own act, omission, lack of diligence or failure to comply with legal requirements, and also reasonable mitigation steps were taken. Therefore, in the present case, the mere fact that Lok Sabha Elections were held or that Model Code of Conduct was in force from 16.03.2024 to 04.06.2024 cannot, by itself, result in Force Majeure relief. It is duty of the Petitioner to establish that the said event actually prevented or delayed specific project activities.

17.4. The Petition has stated that there were transfers of Government officials in January and February 2024 and that the process of obtaining approvals from Government officials was on a standstill owing to reduced presence of Government officials. It is further stated that the Model Code of Conduct led to substantial delays in obtaining requisite approvals and executing necessary agreements. We agree with the submission of the GUVNL that while claiming Force Majeure relief under the PPA on this count, the Petitioner has not identified the particular approval, permission, agreement or statutory step which was pending during the said period and which could not be processed solely on account of the election process or Model Code of Conduct. No specific file movement chart, authority-wise delay statement, correspondence from any Government department, refusal / deferment letter, or document showing that the concerned authority could not process the matter due to Model Code of Conduct has been placed before the Commission. The Commission also notes that the Model Code of Conduct may restrict certain policy decisions, new sanctions or actions which

may affect the electoral process, but the Petitioner has not shown that the particular approvals required for its Project were actually barred from being processed. Therefore, a general plea that administrative offices were functioning slowly or that officials were transferred cannot be accepted as sufficient proof of Force Majeure.

17.5. The Commission further notes that the period claimed under FM Event-2 is from 16.03.2024 to 04.06.2024. The SCOD of the Project was 07.02.2026. Thus, the event ended much prior to the SCOD. In such circumstances, the Petitioner was required to establish how an administrative delay ending on 04.06.2024 actually pushed the Project beyond the SCOD of 07.02.2026. The Petitioner has not furnished any analysis showing that the alleged election-related disruption had a continuing and unavoidable cascading effect up to the SCOD. The Petitioner has not shown that the alleged 80 days could not be recovered, or that subsequent activities were necessarily delayed because of the election period which could not be mitigated.

17.6. We find merits in the contention of the Respondent GUVNL that, in case the Petitioner's claim that the said 80-day period had a continuing effect despite the SCOD being much after cession of such event, the burden was on the Petitioner to demonstrate such impact with detailed project scheduling material.

17.7. We also note that the Petitioner has placed reliance on progress reports and communications to show its bona fide intention to commission the Project. However, GUVNL has pointed out that the Petitioner had, in various communication indicated that the commissioning within the scheduled timelines. GUVNL has further pointed out that the Petitioner had commissioned substantial capacity prior to the SCOD and had made submissions in other Petition No. 2482 of 2025 filed before the Commission regarding readiness of WTGs for commissioning. While partial commissioning or readiness of part of the Project does not by itself defeat every Force Majeure claim, it is relevant for examining whether the alleged election-related disruption in March-June 2024 actually prevented achievement of the SCOD. The Petitioner has failed to place of record the details and supporting documents in support of aforesaid claim.

17.8. The Petitioner, in its written submissions, has contended that the occurrence of General Elections and imposition of Model Code of Conduct are matters of public knowledge and that GUVNL is taking a hyper-technical objection regarding notice. The Commission is unable to accept this submission. The public nature of an event may establish that such event occurred; it does not establish that the event caused delay to a particular project. Therefore, even if the Model Code of Conduct was a matter of public knowledge, the Petitioner was still required to place on record the details and supporting documents to establish as how the progress of the project was impacted on account of such events.

17.9. The Commission is conscious that election processes may, in some cases, slow down administrative decision-making. However, for the purpose of granting force majeure relief, the relevant question is not whether some administrative inconvenience occurred in the State, but whether the Petitioner's specific project were delayed due to such events and its unavoidable impediment beyond its control. The Petitioner has not established these aspects.

17.10. The Commission reiterates that the Project was selected through competitive bidding and the tariff was adopted by the Commission. The timelines under the PPA are part of the commercial framework accepted by the Petitioner and shall be governed by the terms of PPA. A general plea that elections were held and Model Code of Conduct was in force, without proof of specific project impact, cannot be accepted as a ground for extension of SCOD. Accordingly, we hold that the Petitioner's claim for extension of SCOD by 80 days on account of FM Event-2, namely administrative disruptions due to General Elections / Model Code of Conduct, is without any merit and thus rejected.

18. We now deal with the third Force Majeure event pleaded by the Petitioner, namely delay due to Right of Way issues / local resistance for approaching at the Project site. The Petitioner has submitted that it faced obstruction from local persons / landowners in approaching the Project site and in carrying out project activities. According to the Petitioner, the issue was not confined to normal commercial negotiations with landowners, but had escalated to such an extent that its contractor was required to approach the police authorities for

protection. The Petitioner had originally claimed extension of SCOD for 63 days for the period from 28.11.2024 to 30.01.2025 under this event.

18.1. Per contra, the Respondent GUVNL has opposed the claim of the Petitioner and submitted that Right of Way issues, local resistance and land-related difficulties are normal project implementation risks and cannot be treated as Force Majeure. The Respondent GUVNL has further submitted that the Petitioner had not placed adequate documents earlier to establish that the alleged local resistance actually prevented implementation of the Project. Pursuant to the additional affidavit filed by the Petitioner after the matter was listed for clarification on 29.05.2026, the Respondent GUVNL has also raised a legal objection that the Petitioner cannot be permitted to introduce new documents after the matter was already heard and reserved for orders. According to GUVNL, the Commission had only sought clarification from the existing record and the Petitioner cannot improve its case by filing fresh documents at this stage.

18.2. Before examining the merits of FM Event-3, we consider it appropriate to deal with the objection raised by GUVNL regarding filing and reliance upon additional documents. The record shows that the matter was heard earlier and thereafter listed on 29.05.2026 for seeking clarification on various aspects. The Daily Order dated 01.06.2026 passed by the Commission records regarding requirement of clarification / identification of documents in relation to claim made by the Petitioner on various FM events pleaded in the Petition including delay claim of 63 days in relation to the RoW issues for the period from 28.11.2024 to 30.01.2025. We also note that the said Daily Order specifically provides liberty to the Respondent GUVNL to file its reply on the additional submission, if any, filed by the Petitioner. The relevant para of the Daily Order dated 01.06.2026 read as under:

> *" 4. Heard the parties. We note that the matter was listed seeking further clarifications from the Petitioner on specific aspects in the interest of completion of facts before finally adjudicating the matter. We note that the Petitioner has sought one week time to make its submissions to clarify these aspects, let it be filed within one week, with a copy to the Respondent. The Respondent will be*

at liberty to file its Reply, if any, within one week thereafter, with a copy to the Petitioner."

Thus, the filing of additional affidavit or additional documents was pursuant to the clarification sought by the Commission for completion of the facts and with full opportunity to GUVNL to respond the same.

18.3. It is settled principle of law that procedural requirements are intended to aid the cause of justice and not to defeat it. The additional evidence may be allowed or called for where the Court requires such evidence to enable it to pronounce judgment or for completion of facts. We are of the view that the documents filed by the Petitioner with the additional affidavit, to the extent they relate to the RoW claim, are relevant for deciding the issue already pleaded in the Petition. We note that the Petitioner is not introducing a new Force Majeure event. The claim of RoW issue and local resistance was already pleaded in the Petition. The additional documents are in nature of letters issued by the Police Department of the jurisdiction and only support and clarify the factual basis of the claim. Further, GUVNL has filed its reply to the additional affidavit and has been heard on the same. Therefore, no prejudice is caused to GUVNL by considering such documents for the limited purpose of completion of facts and adjudication of the already pleaded RoW issue.

18.4. We note that the Respondent GUVNL has relied upon various judgments such as Murugesam Pillai v. Manickavasaka Desika Gnana Sambandha Pandara Sannadhi, 1917 SCC OnLine PC 1, Bagai Construction Vs. Gupta Building Material store (2013) 14 SCC and judgement in case of Polyflor Limited Vs. A.N Goenka, 2016, SCC Online Del 2333, to contend that parties cannot be permitted to produce material at a belated stage after conclusion of hearing. We have considered the said submission.

18.5. We note that, there can be no dispute regarding the principle enunciated in the aforesaid authorities that a party should ordinarily place before the adjudicating forum the available evidence at the appropriate stage and should not withhold material evidence. However, in our view, the said principle is not applicable to the facts of the present case. Firstly, the claim regarding Right of Way obstruction was specifically pleaded in

the Petition itself. The Petitioner had already claimed extension of 63 days on account of local resistance and RoW issues. Thus, the cause of action and the relief sought were already part of the original pleadings. Secondly, the Commission, while considering the matter, found it necessary to seek clarification and identification of supporting documents concerning the said claim. The additional affidavit was filed only pursuant to such clarification sought by the Commission. Thirdly, GUVNL was granted liberty to file its response to the additional affidavit and has in fact filed its reply in the matter. Therefore, no prejudice has been caused to GUVNL. As rightly held in the case of Polyflor Limited, a plaintiff is prohibited from leading in evidence a document he ought to have produce when the plaint was presented, except where the court grant leave to the plaintiff, the documents may be permitted to be led in evidence. In the present case, the Commission is not permitting the Petitioner to set up a new cause of action or, introduce a new Force Majeure event or alter the fundamental nature of the claim originally pleaded. The additional documents are being considered only for the limited purpose of completion of facts and verifying and appreciating the factual basis of an already existing claim raised in the Petition. The distinction between introducing a new case or cause of action and producing supporting material for an existing pleaded case is well recognized in law.

18.6. We also note that regulatory proceedings before the Commission are not governed by strict rules of evidence applicable to civil trials. Under Sections 94 and 95 of the Electricity Act, 2003 read with the Conduct of Business Regulations, the Commission possesses sufficient procedural flexibility to call for information, seek clarification and permit production of material necessary for complete and effective adjudication of the dispute. Such powers are intended to enable the Commission to ascertain the true facts and grant substantial justice in the matter. At the same time, we agree with GUVNL that the scope of the proceedings cannot be enlarged through an additional affidavit filed at a later stage. Accordingly, while the documents filed by the Petitioner are taken on record to the limited extent they support and explain the originally pleaded claim of delay from 28.11.2024 to 30.01.2025 under FM Event-3, the Commission is not inclined to entertain any fresh or enlarged claim based on subsequent events beyond the scope of the original pleadings.

18.7. We, however, clarify that acceptance of additional documents for a limited purpose does not mean that every additional claim made in the additional affidavit is liable to be accepted. The documents can be considered only to the extent they clarify the issue for which the Commission sought clarification, namely the claimed delay of 63 days from 28.11.2024 to 30.01.2025.

18.8. Now, we proceed to examine the claim of the Petitioner under FM Event-3 on its merit. We note that the Petitioner has clarified that it has appointed and authorized M/s. Kailashnath Infrastructure Pvt. Ltd. for construction of approach road for the project site and accordingly issued work order to it vide work order dated 10.08.2024. It is submitted by the Petitioner that, the Petitioner faced difficulty in accessing the project site due to protest and hindrances caused by the farmers/landowners for the purpose of development and construction of the project, this has led to deliberate obstruction in construction activities. The Petitioner made endless efforts and communications with the villagers; however, the villagers were completely against the development of the project and obstructed the construction and the development of the project. Since the situation was getting out of control of the Petitioner, the Petitioner made a formal request for seeking police protection vide letter dated 28.11.2024 through its contractor M/s. Kailashnath Infrastructure Pvt. Ltd. Though, the said letter is placed on record of the present Petition, the issue arose as to whether the said letter was delivered to the concerned police station or not so as to consider the same as a conclusive proof of ROW issue faced by the Petitioner. The Petitioner through its additional affidavit placed on record office order dated 02.01.2025 of the Office of Superintending of Police, Devebhumi Dwarka directing for providing Police Protection in reference to the request received on 29.11.2024 on behalf of the Petitioner. Therefore, the same can be considered as conclusive proof of submission of the formal request for seeking Police Protection in the matter. a letter dated 04.01.2025 It is the case of the Petitioner that it has entered into lease agreement dated 25.11.2024. The Petitioner has further placed on record the copy of letter dated 31.05.2025 issued by the Police Inspector, Kalyanpur, confirming that police protection was provided to the Petitioner on different dates, commencing from 29.01.2025 and thereafter on subsequent dates. The additional affidavit

also records that the application for police protection was submitted on 29.11.2024, the order from the office of the Superintendent of Police was issued on 02.01.2025, the Petitioner made payment of the prescribed charges on 04.01.2025 and police protection was actually provided only on 29.01.2025.

18.9. The aforesaid documents, in our view, materially change the nature of appreciation of the RoW claim. The issue is no longer supported merely by internal correspondence between the Petitioner and its contractor as being contended by GUVNL. The record now contains third-party verifiable documents issued by the police authorities. The Office Order issued by the office of the Superintendent of Police and the subsequent confirmation by the Police Inspector, Kalyanpur, clearly indicate that the obstruction at site was of such nature that the Petitioner / its contractor could not proceed smoothly without police protection for approaching the project site. This cannot be equated with an ordinary commercial dispute or routine land-related difficulty which a developer is expected to manage in the normal course of project implementation.

18.10. We are conscious that every local objection or every demand by landowners cannot constitute Force Majeure. A project developer is expected to plan land procurement, access, logistics and right of way requirements with due diligence. However, where the access to project site or execution of works is obstructed due to local resistance and the developer is compelled to seek police protection, and where such request is acted upon by the competent police authorities, the matter assumes a different character. Such circumstances are external to the developer and, to that extent, may fall within the scope of an event beyond the reasonable control of the affected party under Article 8 of the PPA.

18.11. We also find support for the above view from the approach adopted by this Commission in the matter of Shivman Renewable Energy Private Limited as relied upon by the Petitioner, wherein the Commission examined the claim of delay arising from local resistance and Right of Way related difficulties affecting implementation of the renewable energy project. The Commission recognized that where project activities are prevented due to circumstances beyond the control of the developer and such obstruction is substantiated by documentary

evidence and intervention of public authorities, the resulting delay may qualify for relief under the Force Majeure provisions of the applicable contractual framework.

18.12. We are of the view that the facts of the present case are comparable to the aforesaid principles. The record contains the request made by its contractor for police protection, the order issued by the Superintendent of Police, Devbhumi Dwarka, the payment made pursuant thereto and the subsequent communication issued by the Police Inspector, Kalyanpur, confirming provision of police protection on various dates. These documents emanate from independent public authorities and support the Petitioner's assertion that the obstruction at site had reached a stage where intervention of law enforcement agencies became necessary for continuation of project activities.

18.13. Therefore, applying the principles adopted by the Commission in the aforesaid matter and considering the documentary evidence placed on record by the Petitioner, we are of the view that the delay attributable to the Right of Way obstruction during the period from 28.11.2024 to 30.01.2025 deserves to be recognized as a Force Majeure event under Article 8 of the PPA.

18.14. In the present case, the Petitioner / its contractor approached the police authorities on 28.11.2024 / 29.11.2024. The office of the Superintendent of Police issued the direction only on 02.01.2025. The Petitioner thereafter made payment on 04.01.2025. However, the actual police protection was provided from 29.01.2025. Thus, for the period commencing from the request for police protection till the availability of police protection, the Petitioner was not in a position to fully resolve the obstruction by its own.

18.15. We note that the Respondent GUVNL has argued that the Petitioner cannot rely upon documents filed at a later stage. We have already dealt with the said objection. We reiterate that the additional documents are not being used to create a new cause of action or to enlarge the original claim. They are being considered because the RoW issue was already pleaded, the claim of 63 days was already part of the Petition, and the Commission specifically sought clarification / identification of documents for completion of facts and proper adjudication of disputes.

GUVNL was also given opportunity and has filed its response. Therefore, the principles of natural justice stand satisfied.

18.16. We further note that the Petitioner has, however, in its additional affidavit sought to enlarge the RoW claim and has prayed for additional delay of 136 days from 30.01.2025 to 15.06.2025, thereby seeking total delay of 199 days from 28.11.2024 to 15.06.2025. We are not inclined to accept this claim over and above the claim of 63 days delay pleaded in the Petition. In the Petition and in all earlier pleadings, the Petitioner had claimed delay of 63 days from 28.11.2024 to 30.01.2025 under FM Event-3. The matter was listed for clarification with respect to the same claimed period. The additional affidavit cannot be used to substantially enlarge the original claim after completion of pleadings. Further, the fact that police protection was provided on some subsequent dates by itself does not establish that the Project remained prevented or delayed for the entire extended period up to 15.06.2025.

18.17. We also note that there is a distinction between continuation of some local issues at site and establishment of Force Majeure delay for the entire subsequent period. For claiming extension of SCOD, the Petitioner must establish not only the existence of difficulty but also its actual impact on the project schedule. The documents placed by the Petitioner sufficiently support the claim for the original period of 63 days, during which the Petitioner was awaiting effective police protection after seeking intervention of the police authorities. However, the claim for further 136 days is neither part of the original pleaded relief under FM Event-3 nor supported by sufficient evidence demonstrating continuous and unavoidable delay on the critical path of the Project.

18.18. In view of the above, we hold that the RoW obstruction / local resistance requiring police intervention qualifies as a Force Majeure event under Article 8 of the PPA, for the period from 28.11.2024 to 30.01.2025. Accordingly, FM Event-3 is allowed to the extent of 63 days. The Petitioner's further claim for additional delay of 136 days from 30.01.2025 to 15.06.2025 is rejected. The extension admissible under FM Event-3 shall therefore be restricted to 63 days only.

19. We now deal with the fourth Force Majeure event pleaded by the Petitioner, namely alleged supply chain bottleneck due to critical

shortage of solid-core insulators required for production of isolators and other electrical components. The Petitioner has submitted that solid-core insulators are essential for manufacturing equipment such as isolators, circuit breakers, current transformers and potential transformers, and that due to shortage of such components, the construction of evacuation infrastructure / pooling sub-station works was affected. The Petitioner has further stated that it had engaged HEC Infra Projects Limited for completion of pooling sub-station EPC works and that supply of isolators was sub-contracted to M/s Air Break Switchgear Products Private Limited, which in turn was dependent upon M/s Winwin Specialty Insulators Limited for supply of insulators. According to the Petitioner, a fire incident occurred on 15.02.2025 at the premises of the said supplier, affecting its UPS system and disrupting the manufacturing process. On this basis, the Petitioner has claimed delay of approximately 143 days, including 65 days attributable to the fire incident, and seeks extension of SCOD under Article 8 of the PPA.

19.1. Per contra, GUVNL has opposed the said claim. GUVNL has submitted that the alleged delay relates to supply of equipment / components and delay by contractor / sub-contractor / supplier, which is expressly excluded from the scope of Force Majeure under Article 8 of the PPA. GUVNL has further submitted that it is the responsibility of the Petitioner to arrange all equipment, material, plant, machinery and other inputs required for the Project, and the Petitioner cannot seek extension merely because there was delay in procurement or supply. GUVNL has also contended that the evacuation system has been completed, and the Petitioner has commissioned part of the capacity on early commissioning basis, which shows that the alleged supply issue did not prevent implementation of the Project. GUVNL has further submitted that the Petitioner has not produced sufficient material to show a market-wide disruption or industry-wide shortage and has relied mainly on documents relating to the alleged fire incident at the supplier's premises.

19.2. The Commission has considered the rival submissions. We agree with the submission of the GUVNL that procurement of equipment, selection of contractors / sub-contractors, supply chain planning, vendor management and timely availability of plant and machinery is the responsibility of the project developer. A project developer executing a

competitively bid project is expected to factor manufacturing lead time, logistics, availability of alternate suppliers and contractual remedies against suppliers / contractors while planning the Project. Therefore, a delay in supply of equipment or components does not automatically qualify as Force Majeure. The present case involves delay arose in the procurement process of its EPC contractor and sub-suppliers. The Petitioner had engaged HEC Infra Projects Limited for EPC works; the isolator supply was sub-contracted to M/s Air Break Switchgear Products Private Limited; and the insulator supply was further dependent upon M/s Winwin Specialty Insulators Limited. Thus, the alleged event involves difficulty in the supply chain of the Petitioner's contractor / sub-contractor / supplier.

19.3. We consider it appropriate to refer Article 8 of the PPA in this regard. While Article 8.1 provides relief where delay or failure in performance is due to events beyond the reasonable control of the affected party, the said Article also contains exclusions. The exclusion is relating to unavailability, late delivery or change in cost of plant and machinery, equipment, materials, spare parts or consumables for the Project, and the exclusion relating to delay in performance of contractor / sub-contractor or their agents. The Petitioner's present claim falls within these exclusions. Once the PPA itself excludes late delivery / unavailability of equipment and delay by contractor / sub-contractor from the scope of Force Majeure, the same cannot be treated as Force Majeure merely because the Petitioner has described it as a supply chain bottleneck.

19.4. The Commission also notes that the Petitioner has claimed two different components under this event: first, a general shortage of solid-core insulators, and secondly, the fire incident at the premises of the supplier. As regards the alleged general shortage, the Petitioner has not produced sufficient independent material to show that there was an industry-wide, unavoidable and market-wide shortage of solid-core insulators affecting all reasonable procurement options. The Petitioner has also not shown that it explored alternate suppliers, expedited procurement from other manufacturers, invoked contractual remedies, or took other mitigation steps to avoid delay. A general statement that there was shortage of a component cannot be accepted as Force Majeure without supporting evidence and without demonstrating that the shortage

directly prevented project commissioning. As regards the fire incident, the Commission notes that the alleged fire occurred at the premises of a supplier in the chain and not at the Petitioner's Project site. Even assuming that such incident occurred and affected supply by that particular supplier, the Petitioner was required to establish that the said supplier was the only feasible source, that alternate procurement was not possible, that the delay could not be mitigated through other vendors or temporary arrangements. The Petitioner has not established these aspects with sufficient clarity. Further, such event, being at the supplier's premises, would be generally governed by the contractual arrangement between the contractor / sub-contractor / supplier and may also be subject to insurance and contractual remedies. We are of the view that such supplier-side risk cannot be claimed as Force Majeure unless it satisfies the test of Article 8 of the PPA.

19.5. The Commission also finds that the Petitioner has not established the causal impact of this alleged event on the revised SCOD. The Petitioner claims delay of 143 days up to 15.06.2025, whereas the SCOD was 07.02.2026. Therefore, even according to the Petitioner, the alleged supply chain issue concluded several months prior to the SCOD. The Petitioner has not shown how the said delay became unrecoverable or how it directly pushed commissioning beyond the SCOD. No analysis relating to equipment-wise commissioning chart, pooling sub-station activity chart, or evacuation readiness schedule has been placed to show that the alleged delay caused delay in achieving SCOD.

19.6. The Commission also takes note of GUVNL's submission that the evacuation system was completed and part capacity was commissioned prior to SCOD. If the Petitioner was able to complete evacuation works and commission substantial capacity, the Petitioner was required to specifically demonstrate how the alleged delay in isolators / insulators affected the remaining capacity and why such delay could not be recovered before 07.02.2026. The Petitioner has not addressed these specific aspects.

19.7. In view of the above, the Commission holds that the alleged supply chain bottleneck / shortage of solid-core insulators / fire incident at the supplier's premises does not qualify as a Force Majeure event under Article 8 of the PPA. The claim relates substantially to procurement of

equipment, late delivery of materials and performance of contractor / sub-contractor / supplier, which are excluded from the scope of Force Majeure under the PPA. The Petitioner has also failed to establish industry-wide shortage, absence of alternate procurement, adequate mitigation measures and its impact on net delay to the revised SCOD. Accordingly, we are of the view that the Petitioner's claim for extension of SCOD by approximately 143 days, including 65 days on account of the alleged fire incident, under FM Event-4 do not attract merit and the same is rejected accordingly.

20. We now deal with the fifth force majeure event pleaded by the Petitioner, namely the delay caused due to Notification dated 03.03.2025 issued by the Superintendent of Police, Devbhumi Dwarka, whereby movement of vehicles, except Government and emergency vehicles, was restricted from 07.03.2025 to 16.03.2025 on account of Holi festival. The Petitioner has submitted that due to the said Notification, transportation of materials such as sand, aggregate, steel and other construction material required for foundation casting of WTGs was affected, resulting in complete stoppage of construction activities for about 10 to 12 days. The Petitioner has further submitted that the said event was beyond its reasonable control and that the Respondent was informed by letter / notice dated 07.03.2025.

20.1. Per contra, the Respondent GUVNL has opposed the said claim and has submitted that the Petitioner has not demonstrated how the restriction on movement of vehicles actually affected the Project. GUVNL has also contended that the restriction was applicable only to city areas and that the Petitioner has not established that transportation to the Project site or construction activity at the Project site was actually prevented. In response, the Petitioner has contended that the Notification directly impacted transportation of construction material.

20.2. The Commission has considered the submissions of both parties. We observe that Government / police notification restricting movement of vehicles for reasons of public order or festival management may, in a given case, be an event beyond the reasonable control of a project developer. However, the existence of such notification by itself is not sufficient to grant extension of SCOD. The perusal of the documents placed on the record of the Petition appears that these public order are

related to declaring parking zone/ no-parking zone, declaring one-way for vehicle movement on the specified roads of Dwarka Town and putting restrictions on heavy vehicle movements on certain roads in Dwarka District. However, this cannot be considered as conclusive proof that as to how these heavy vehicle restrictions declared in Public Order had impacted the movement for the project site located in Villages of Kalyanpur Taluka and to what extent. The Petitioner is required to establish that the restriction actually applied to the route / area used for transportation of project material, that the relevant material could not be transported during the said period at the project site, that the affected activity was on the critical and that the delay could not be mitigated or recovered before the SCOD. We note that in the present case, the Petitioner has generally stated that transportation of sand, aggregate, steel and other material was affected. However, the Petitioner has not placed on record the documentary evidence to show the specific consignments which were stopped, the vehicles which could not move, the route affected by the Notification, the WTG locations where foundation casting was scheduled during 07.03.2025 to 16.03.2025, and the actual construction activity which could not be carried out. The Petitioner has also not shown whether alternate routes, advance stocking of material, temporary storage, rescheduling of foundation work, or execution of other parallel activities were explored as mitigation measures.

20.3. We also note that the claimed event was for a short period from 07.03.2025 to 16.03.2025, whereas the SCOD of the Project was 07.02.2026. Therefore, even assuming that transportation of certain material was affected for some days, the Petitioner was required to demonstrate how such short interruption, occurring about seven months before the SCOD and these restriction for 10 to 12 days' had an unavoidable impact on the SCOD. The Commission further observes that the Petitioner has claimed "10 to 12 days" of complete work stoppage, although the Notification period itself is stated to be from 07.03.2025 to 16.03.2025. The Petitioner has not explained the precise number of days claimed or the basis for claiming a period beyond the actual restriction period. Force Majeure relief, if otherwise admissible, must be based on clear dates and demonstrable impact, and cannot be granted on approximate or broad assertions.

20.4. We are therefore of the view that while the Notification dated 03.03.2025 may have imposed certain restrictions on vehicle movement during the Holi festival period, the Petitioner has not established that such restriction directly and materially prevented performance of its obligations under the PPA or caused delay in achieving the SCOD. The Petitioner has also not established that the alleged short disruption could not be mitigated or recovered before 07.02.2026. Accordingly, the Commission holds that FM Event-5, namely the Notification dated 03.03.2025 issued by the Superintendent of Police, Devbhumi Dwarka restricting movement of vehicles from 07.03.2025 to 16.03.2025, does not qualify for extension of SCOD under Article 8 of the PPA in the facts of the present case. The Petitioner's claim for extension of SCOD by 10 to 12 days on this ground is accordingly rejected.

21. We now deal with the sixth Force Majeure event pleaded by the Petitioner, namely the alleged indefinite strike across quarries and mines in the State of Gujarat. The Petitioner has submitted that for laying foundation work of WTGs, raw material in the form of stones and quarry material is essential, and without such material foundation work cannot be initiated. It is the case of the Petitioner that the Gujarat Black Stone Quarry Association, in its meeting held at Devbhumi Dwarka, took a decision pursuant to which more than 1600 quarries and mines in Gujarat went on indefinite strike due to unresolved issues with the Government. According to the Petitioner, the strike commenced on 30.09.2024 and continued till 30.10.2024, resulting in non-availability of essential construction material and delay in foundation works. The Petitioner has therefore sought extension of SCOD by about 30 days, and has stated that the said event was intimated to GUVNL by email / letter dated 10.10.2024.

21.1. Per contra, GUVNL has opposed the said claim. GUVNL has submitted that the alleged event is in the nature of strike / labour disturbance / supply disruption and is excluded from the scope of Force Majeure under the PPA. GUVNL has also contended that the Petitioner has not demonstrated how the alleged quarry strike actually affected the Project, which WTG foundations were scheduled during the said period, whether the Petitioner had placed orders for the required material, whether such orders could not be fulfilled, whether alternate sources were explored, and whether the alleged delay had any actual impact on

achievement of the SCOD.

21.2. The Commission has considered the rival submissions of the parties. We note that the Petitioner has claimed this event as Force Majeure event for the period 30.09.2024 to 30.10.2024. We note that unlike in respect of some events where there is dispute regarding delayed notice, the Petitioner appears to have intimated GUVNL during the currency of the alleged strike by email / letter dated 10.10.2024. However, mere intimation of an event is not sufficient for grant of Force Majeure relief. We are of the view that the Petitioner is required to establish that the event falls within Article 8 of the PPA, is not excluded by the PPA, and has directly caused delay in achievement of SCOD. The Article 8 of the PPA is an exception to normal contractual performance and has to be construed accordingly. The Petitioner has to show that the event was beyond its reasonable control and same has prevented or delayed performance of its obligation under the PPA and the Petitioner took reasonable mitigation measures. We note that the PPA contains exclusions, specifically in respect of strike / labour disturbance and supply-related or contractor-related delays. Therefore, where the claim arises from strike by quarries / mines or non-availability of construction material from the market, the Commission has to examine whether the event is contractually admissible and whether it has been proved to have directly affected the Project. In the present case, we note that the event is admittedly a strike by quarries and mines operators. The difficulty pleaded by the Petitioner is non-availability of raw material required for foundation work. Such difficulty is primarily in the nature of supply disruption / market availability issue relating to construction material. In terms of the PPA framework, such supply-side difficulty cannot automatically be treated as Force Majeure, particularly when strike / labour disturbance and material supply-related risks are excluded or are part of normal project execution risk.

21.3. The Commission also notes that the Petitioner has not placed sufficient material to show the actual impact of the alleged quarry strike on the Project. The Petitioner has not identified the specific WTG foundations which were planned during the period 30.09.2024 to 30.10.2024, the quantity of material required, the quantity already available at site, the quantity which could not be procured or the alternate sources explored by the Petitioner. No delivery schedule, purchase order, refusal by

supplier, stock register, site progress report or WTG-wise foundation programme has been placed to establish that the alleged strike resulted in complete cessation of foundation work for the whole period claimed by the Petitioner. In a construction project, the developer is expected to plan procurement of basic civil construction material in advance, maintain reasonable inventory, explore alternate suppliers or sources, re-sequence works where possible, and carry out parallel activities not dependent upon the affected material. The Petitioner has not demonstrated that such steps were taken and that despite all reasonable efforts, the Project work was unavoidably stopped. We are of the view that a general statement that stones / quarry material were not available is not sufficient to establish Force Majeure. We note the submission of the Petitioner that quarry strike was ended on 30.10.2024, whereas the SCOD was 07.02.2026. Thus, the event ended much before SCOD. The Petitioner was therefore required to show how a 30 days' disruption, if any, in September-October 2024 caused an unrecoverable delay in achieving the SCOD.

21.4. While, the Commission is conscious that a widespread strike of quarries may create practical difficulty for infrastructure projects, however, every such difficulty does not become Force Majeure under the PPA. The test is not merely whether an external event occurred, but whether the event is contractually recognized, not excluded, duly proved, unavoidable despite mitigation, and directly responsible for delay in performance of the contractual obligations. In the present case, we are of the view that the Petitioner has not discharged this burden.

21.5. In view of the above, the Commission holds that the alleged indefinite quarry and mining strike from 30.09.2024 to 30.10.2024 does not qualify for extension of SCOD under Article 8 of the PPA. The event is in the nature of strike / industrial action and supply disruption relating to construction material, and the Petitioner has not established actual non-availability of material, absence of alternate sources, WTG-wise impact, mitigation measures and its net impact on the SCOD. Accordingly, the Petitioner's claim for extension of SCOD by approximately 30 days on account of FM Event-6, namely indefinite strike across quarries and mines in Gujarat, is rejected.

22. We now deal with the seventh Force Majeure event pleaded by the

Petitioner, namely the disruption caused due to India-Pakistan conflict / undeclared war situation. The Petitioner has submitted that due to the situation prevailing near the border regions, there was suspension in land related activities, redirection of administrative resources, uncertainty and risk in the Project area, demobilization of manpower, labour shortage, supply chain delay, blackout-related disruption and invocation of Force Majeure by OEM / EPC partners. The Petitioner has further stated that it issued communication dated 14.05.2025 to GUVNL invoking Article 8 of the PPA, and that GUVNL thereafter sought details by letter dated 23.05.2025, which were replied to by the Petitioner on 18.07.2025. The Petitioner has treated this event as a continuing force majeure event commencing from 05.05.2025.

22.1. Per contra, Respondent GUVNL has submitted that the Petitioner has not placed any document on record to show that the alleged conflict / war situation impacted the works at the Project site or the Petitioner's Project activities in any manner. GUVNL has further submitted that vide letters dated 23.05.2025 and 08.08.2025, it had sought documents from the Petitioner to substantiate the claim, but the Petitioner failed to furnish adequate supporting material. GUVNL has also contended that the Project location was not such as to be affected in the manner alleged by the Petitioner and that there was no widespread restriction preventing Project execution as claimed.

22.2. The Commission has considered the rival submissions of the parties. we are of the view that the limited issue before the Commission is whether the Petitioner has established, in terms of Article 8 of the PPA, that the alleged conflict directly prevented or delayed performance obligations of the petitioner under the PPA and thereby warrants extension of SCOD. There can be no doubt that war, hostilities, military action, Government-imposed restrictions, evacuation orders or other similar measures may, in an appropriate case, constitute a Force Majeure event, provided the affected party establishes that such event directly prevented project execution. However, the mere existence of a national or regional security situation, by itself, does not automatically entitle a project developer to extension of SCOD. The developer must demonstrate the specific project activity affected, the manpower / material / machinery affected, the mitigation steps taken, and the net delay caused to the Project schedule. We note that in the present case,

the Petitioner has made broad averments that administrative resources were redirected, construction activities were halted due to blackouts, manpower was demobilized, labour was unavailable, supply chain was delayed and OEM / EPC partners invoked Force Majeure. However, these averments are not supported by sufficient contemporaneous documents. The Petitioner has not identified the exact dates on which work was stopped, the particular WTG locations affected, the number of workers demobilized etc. We are of the view that a general statement that manpower was demobilized due to risk or that labour shortage occurred cannot be treated as sufficient proof of force majeure. Similarly, the claim of blackout-related stoppage is not supported by particulars showing the place, date, duration and direct effect of such blackout on the Project work.

22.3. We also consider it relevant to note that the SCOD of the Project was 07.02.2026, whereas the alleged event commenced in May 2025 and the Petitioner is claiming the delay of 56 days. The Petitioner was required to demonstrate how the alleged disruption during May 2025 and thereafter caused an unavoidable delay in achieving SCOD, despite the remaining period available up to 07.02.2026. No analysis has been placed before the Commission to show that the alleged event had a direct and unrecoverable impact on commissioning. The Commission also takes note of GUVNL's submission that the Petitioner had already commissioned substantial capacity and had, in other proceedings / communications, indicated readiness or progress of the Project. While partial commissioning does not by itself defeat a genuine force majeure claim, it is relevant to test as to whether the alleged event prevented performance. If the Project site was actually rendered non-functional due to the alleged conflict, the Petitioner was required to show why substantial project activities could still proceed and which specific balance activities were prevented. Such linkage has not been demonstrated by the Petitioner.

22.4. We note the submission of the Petitioner that the India-Pakistan situation was a matter of public record and national security. However, the occurrence of a public event is different from proof of its impact on a particular project. The burden remains on the Petitioner to establish the connection between the alleged event and delay in performance under the PPA. We are of the view that GUVNL was justified in seeking

project-specific documents and particulars. The Petitioner has not furnished adequate material to discharge this burden.

22.5. In view of the above, the Commission holds that the Petitioner has failed to establish that the alleged India-Pakistan conflict / undeclared war situation constituted a force majeure event affecting the Project under Article 8 of the PPA. The Petitioner has not produced sufficient documentary evidence of project-site restrictions, stoppage of work, manpower demobilization records, supply disruption particulars, contractor-wise impact, mitigation steps and resultant net delay to the SCOD. Accordingly, the Petitioner's claim for extension of SCOD on account of FM Event-7, namely India-Pakistan conflict / alleged undeclared war, do not attract merit and the same is rejected.

23. We now deal with the eighth Force Majeure event pleaded by the Petitioner, namely alleged delay due to lack of regulatory certainty on the requirement of installation of Remote Terminal Unit at each Wind Turbine Generator. The Petitioner has submitted that the Commission, vide Wind Tariff Order No. 05 of 2024 dated 31.08.2024, mandated installation of RTU at each WTG, whereas prior to the said Order, the requirement was only for RTU at the pooling sub-station level. According to the Petitioner, this requirement was not part of the RfS or PPA and, therefore, its retrospective application disturbed the technical and commercial assumptions of the Project. The Petitioner has further submitted that its WTGs are equipped with SCADA and RTU at pooling sub-station level and that such system is capable of meeting SLDC's real-time data requirement. The Petitioner filed Petition No. 2482 of 2025 before the Commission seeking relaxation / permission to commission the Project without RTU at each WTG and obtained interim relief vide order dated 17.06.2025 passed by the Commission. On this basis, the Petitioner has claimed that regulatory uncertainty caused delay and ought to be treated as Force Majeure under the PPA.

23.1. Per contra, GUVNL has submitted that under the RfS and PPA, the Petitioner is required to comply with the applicable Regulations, Orders and technical requirements of the Commission from time to time, including installation of necessary equipment. GUVNL has further submitted that the Wind Tariff Order was issued on 31.08.2024, much prior to the SCOD of 07.02.2026, and therefore the Petitioner had

sufficient time to comply with the requirement. GUVNL has also pointed out that though the Order was issued on 31.08.2024, the Petitioner filed Petition No. 2482 of 2025 only on 23.04.2025 and obtained interim relief thereafter. According to GUVNL, the Petitioner cannot claim its own delay in approaching the Commission as Force Majeure. GUVNL has further submitted that in Petition No. 2482 of 2025, the Petitioner itself submitted that WTGs were ready for commissioning and thereafter substantial capacity was also commissioned, which shows that the RTU issue did not prevent commissioning of the Project.

23.2. The Commission has considered the submissions of the parties. We note that in the present case, it is necessary to distinguish between a genuine regulatory impossibility and a regulatory requirement which a project developer is required to comply with. The Wind Tariff Order dated 31.08.2024 was an Order issued by this Commission in exercise of its regulatory jurisdiction. Such Order was binding on the concerned entities unless modified, stayed or relaxed by competent authority. Therefore, the mere fact that the Petitioner considered the requirement onerous, commercially inconvenient, technically unnecessary, or capable of being complied with through an alternate mechanism, cannot by itself convert the regulatory requirement into a Force Majeure event. The Petitioner's case is not that it was legally prohibited from implementing the Project. Its case is that it had already installed / proposed SCADA and RTU at pooling sub-station level and, therefore, it sought relaxation from the requirement of RTU at each WTG. This shows that the issue was essentially one of regulatory compliance / relaxation and not one of physical impossibility or external prevention of project execution. We note that the Petitioner approached the Commission by filing the Petition No. 2482 of 2025, on 23.04.2025, whereas the Wind Tariff Order had been issued by the Commission on 31.08.2024. The Commission unable to accept the Petitioner's contention that the period from the PPA date, i.e. 08.02.2024, till the interim order dated 17.06.2025, amounting to approximately 495 days, can be treated as Force Majeure delay. The RTU requirement relied upon by the Petitioner arose from the Wind Tariff Order dated 31.08.2024. There can be no question of attributing any delay to such requirement for the period prior to issuance of the Order itself. The claim of 495 days is therefore wholly untenable.

23.3. We also consider it relevant to note that Wind Tariff Order dated 31.08.2024 was issued more than one year before the SCOD of 07.02.2026. If it is considered that the requirement of RTU at each WTG was not technically warranted or that an alternate SCADA-based mechanism should be accepted, it was expected to take timely steps. The Petitioner has submitted that various developers had made representations and that the Petitioner awaited a favorable response before filing its petition. We are of the view that waiting for a favorable administrative or regulatory outcome is a commercial decision of the developer. Such waiting period cannot be treated as Force Majeure under Article 8 of the PPA.

23.4. The Commission also notes that, the Petitioner was granted interim relief in Petition No. 2482 of 2025 on 17.06.2025 without going into the merit of the case, permitting the Petitioner for commissioning of WTGs without insisting upon RTU at each WTG at that stage. Thus, difficulty, if any, faced by the Petitioner was addressed by the Commission's interim order well before the SCOD of 07.02.2026. Thereafter, the Petitioner was required to show how the alleged RTU issue continued to prevent commissioning or caused unavoidable delay. The Petitioner has not placed any analysis or commissioning schedule to show that the alleged regulatory uncertainty resulted in actual net delay beyond the SCOD. We note that the GUVNL has rightly pointed out that during the hearing in Petition No. 2482 of 2025, the Petitioner submitted that its WTGs were ready for commissioning and sought permission for synchronization. The Respondent GUVNL has also pointed out that the Petitioner thereafter commissioned 28.35 MW well before SCOD. We are of the view that if the entire 70 MW was stated to be ready for commissioning and part capacity was actually commissioned, the Petitioner was required to explain how the RTU requirement prevented commissioning of the balance capacity. Such explanation is not made available by the Petitioner with sufficient clarity.

23.5. The Commission further observes that the Petitioner has not established timely invocation of Force Majeure in respect of this event. If the alleged event arose from the Wind Tariff Order dated 31.08.2024, the Petitioner ought to have issued notice under Article 8.1(c) of the PPA within the stipulated time after it knew or ought to have known that such requirement would affect its performance. The Petitioner has not

demonstrated such timely notice. Further, the Petitioner has failed to establish that the alleged event actually prevented performance or caused net delay in achieving the SCOD.

23.6. Therefore, we are also not inclined to accept the submission of the Petitioner that pendency of petitions before the Commission or other developers itself created a Force Majeure event. Pendency of a regulatory proceeding initiated by a developer for seeking relaxation does not automatically suspend contractual timelines under a PPA. Unless there is a specific stay, relaxation or order extending the SCOD, the developer remains bound by the PPA timelines. The interim order dated 17.06.2025 gave operational relief in respect of commissioning without insisting on RTU at each WTG at that stage; it did not declare that the entire intervening period was Force Majeure delay or that the Petitioner was entitled to extension of SCOD. We note that the Petitioner has relied on the concept of regulatory certainty and has submitted that regulatory changes after execution of the PPA may qualify as Force Majeure. The Commission accepts that in an appropriate case, a subsequent change in law or regulatory requirement may have contractual consequences if it directly prevents performance and satisfies the terms of the PPA. However, in the present case, the Petitioner has not shown that the RTU requirement made performance impossible. The Petitioner was granted interim relief by the Commission and also claimed readiness for commissioning of 70 MW capacity and commissioned substantial capacity thereafter. These facts do not support the plea of the Petitioner that the RTU requirement caused an unavoidable Force Majeure delay.

23.7. In view of the above, the Commission holds that the lack of regulatory certainty on requirement of RTU at each WTG does not qualify as a Force Majeure event under Article 8 of the PPA. The Petitioner has failed to establish that the RTU requirement or pendency of Petition No. 2482 of 2025 directly prevented commissioning of the Project or caused net delay to the SCOD. Accordingly, the Petitioner's claim for extension of SCOD on account of FM Event-8, namely alleged delay due to lack of regulatory certainty on RTU requirement at each WTG, is rejected.

23.8. We clarify that aforesaid finding is confined only to the Petitioner's claim for Force Majeure relief and extension of SCOD under the PPA in

the present proceedings. Nothing stated herein shall be construed as an expression of opinion on the merits of Petition No. 2482 of 2025 filed by the Petitioner, which shall be considered and decided independently by the Commission in accordance with law, the applicable regulatory framework and the material placed on record in that proceeding.

24. In view of the foregoing analysis and findings recorded by us in respect of each of the eight Force Majeure events pleaded by the Petitioner, we hold that the present Petition partly succeeds.

25. We hold that the Petitioner has succeeded to substantiate its claim for FM Event-3 relating to Right of Way issues / local resistance / delay in police protection. We accordingly hold that the Petitioner is entitled for 63 days extension in the SCOD on account of the Force Majeure events pleaded in the Petition and consequential relief arising thereto, under the provisions of PPA and in accordance of law.

26. With this Order, the present Petition along with allied I.A stand disposed of.

27. Order Accordingly.

Sd/-
[Jatin N. Thakkar]
Member

Sd/-
[Pankaj Joshi]
Chairman

Place: Gandhinagar.

Date: 20/06/2026.