BEFORE THE GUJARAT ELECTRICITY REGULATORY COMMISSION

GANDHINAGAR

Petition No. 2521 of 2025.

In the Matter of:

Petition under Section 86 (1) (c) (e) and (f) of the Electricity Act, 2003 read with Regulations 80 and 85 of the GERC (Conduct of Business) Regulations, 2004 seeking directions for extension of time period for commissioning of the 5.5 MW Wind Solar Hybrid Project capacity.

And

IA No. 71 of 2025 in Petition No. 2521 of 2025.

In the Matter of:

Application filed under Section 94 (2) of the Electricity Act, 2003 read with Regulations 61 and 80 of the GERC (Conduct of Business) Regulations, 2004 seeking interim stay/ injunction and appropriate interim Orders along with supporting affidavit.

Applicant/Petitioner	:	KPI Green Energy Limited. KP House, Opp. Ishwar Farm Junction BRTS, Near Bliss IVF Circle, Canal Road, Bhatar, Surat, Gujarat-395017.
Represented By	:	Adv. Ayushi Saxena along with Ms. Vibhushi Antroliya.
		V/s.
Respondent	:	Gujarat Energy Transmission Corp. Limited. Sardar Patel Vidyut Bhavan, Race Course Circle, Vadodara - 390 007, Gujarat.
Represented By	:	Ld. Adv. Harsha Rao, along with Mr. Shobraj Jayswal.

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, was 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 has been filed under Section 86 (1) (c) (e) and (f) of the Electricity Act, 2003 read with Regulations 80 and 85 of the GERC (Conduct of Business) Regulations, 2004 seeking the following reliefs.

   a) *Admit the present Petition.*
   b) *Grant an extension of 6 months from the date of order of this Hon'ble Commission for commissioning of the entire Project capacity of hybrid power from the project of the Petitioner, utilizing the existing GETCO connectivity at the 220 kV Vagra Substation for the GUVNL PPA.*
   c) *Direct the Respondent to not to revoke the connectivity and encash the bank guarantee till the commissioning of the evacuation line.*
   d) *In the interim, direct the Respondent to not take any coercive action including revocation of connectivity and encashment of bank guarantee till the final disposal of the petition.*

e) *Pass such further Order or Orders as this Hon'ble Commission may deem just and proper in the circumstances of the case.*

3. The Applicant/ Petitioner has also filed IA No. 71 of 2025 in Petition No. 2521 of 2025, *inter-alia* seeking following prayers:

(a) Allow the present application.

(b) Pass an order restraining GETCO from taking coercive steps for revocation of connectivity issued to the Applicant vide Connectivity No. GETCO/R&C/STAGE2000216 and encashment of Bank Guarantee dated 20.06.2024 amounting to Rs.55,00,000/- (Rupees Fifty-Five lacs only) for 5.50 hybrid power till the final disposal of the Petition.

(c) Pass an order directing Respondent to maintain status quo till the final disposal of the Petition.

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

4.1. The Applicant/Petitioner, KPI Green Energy Limited, is a company incorporated under the Companies Act 1956 and the Companies Act, 2013. The Applicant/Petitioner is developing a Wind-Solar (Hybrid) Power Project of 5.5 MW at Taluka: Vagra; District: Bharuch in the State of Gujarat. The Project was initially for third-party sale, which was subsequently allocated to Gujarat Urja Vikas Nigam Limited (GUVNL) under a competitive bidding process for DISCOM supply.

4.2. The Respondent, Gujarat Energy Transmission Corporation Limited (GETCO), is a company incorporated under the provisions of the Companies Act 1956. The Respondent is wholly owned by the Government of Gujarat. Further, the Respondent is the State

Transmission Utility, within the meaning of Section 2(67) of Electricity Act 2003, in the State of Gujarat.

4.3. The Applicant/Petitioner has been granted connectivity for evacuation of 5.5 MW Hybrid Power project at 66 kV for third party sale at the 220 kV Vagra through Stage-II grantee switchyard Substation of Respondent and the Respondent has agreed to the connection of 5.5 MW Hybrid Power project of Applicant/Petitioner to the transmission system of Respondent at the interconnection point at 66kV for third party of 220kV Vagra Substation and to the Petitioner using transmission system of Respondent to transmit electricity from the power project.

4.4. The Ministry of New & Renewable Energy vide notification No. 238/78/2017-Wind dated 14.05.2018 notified National Wind-Solar Hybrid Policy (National WSH Policy). The National WSH Policy provides framework for promotion of large grid connected Wind-Solar PV hybrid system for optimal and efficient utilization of transmission infrastructure and land, reducing the variability in renewable power generation and achieving better grid stability.

4.5. The Government of Gujarat (GOG) issued Gujarat Wind-Solar Hybrid Policy 2018 on 20.06.2018 with an aim to scale up installation of Wind & Solar Hybrid Power project. The Gujarat WSH Policy 2018 was effective for a period of 5 years from the date of its issuance.

4.6. Further, on 07.01.2023, the Commission issued Procedure for grant of connectivity to Renewable Energy projects. This procedure provides timeline for evacuation and generation capacity both. There is direct penalty provision for delay in evacuation and generation capacity.

4.7. In terms of GERC Procedure for grant of connectivity to RE Projects dated 07.01.2023, the connectivity grantee shall commission:

(a) At least 10% of the allotted capacity within one month of charging of evacuation line.

(b) Balance 90% capacity shall be required to be commissioned within two years of charging of evacuation line.

4.8. On 04.10.2023, the Government of Gujarat issued Gujarat Renewable Energy Policy, 2023 (Gujarat RE Policy 2023) to maximize the state's renewable energy potential by encouraging participation from industries, MSMEs, organizations and consumers to augment clean energy sources. Gujarat RE Policy 2023 promotes hybrid power projects by integrating Wind and Solar energy to optimize resource utilization, enhance grid stability, and ensure cost-effective energy supply. It also facilitates dedicated transmission infrastructure for hybrid projects. It provided for the applicable timelines to commission the evacuation line depending on the project capacities. Further, as per the policy, RE developer is required to commission atleast 10% of the allotted capacity within one month of charging the evacuation line failing which it is liable to pay long-term transmission charges for 10% of the allotted capacity until 10% of the allotted capacity is commissioned. The Policy shall remain in operation up to 30.09.2028.

4.9. On 22.02.2024, the Commission issued Order No. 01 of 2024 regarding Tariff framework for procurement of power from Wind-Solar Hybrid Power Project for the State of Gujarat.

4.10. On 21.06.2024 the Applicant/Petitioner applied for Stage-I grid connectivity for evacuation of 5.5 MW hybrid power at GETCO 220kV

Vagra substation. Along with it, a Bank Guarantee dated 20/06/2024 of INR 55,00,000/- (Fifty Five Lakh Only) was issued by SBI Bank (on behalf of the Petitioner) to Respondent, as per the applicable law. The Expiry date has been specified as 31.03.2026. The claim expiry date in the Bank Guarantee has been mentioned as 31.03.2027. The Bank Guarantee was furnished in consideration of an application seeking connectivity.

4.11. It is submitted that on 21.06.2024, the Applicant/Petitioner submitted an application seeking Stage-II connectivity for evacuation of 5.5 MW hybrid power at GETCO 220KV Vagra substation.

4.12. On 30.07.2024, the Respondent intimated approval to the Applicant/Petitioner for Stage-I and Stage-II for evacuation of 5.5 MW Hybrid Power at 220KV Vagra substation of GETCO.

4.13. It is submitted that the Stage-II connectivity is required to have the following details:

"(*i*) *Name of the Sub-station where Stage-II Connectivity is granted.*

(ii) Details of Bay along with Single Line Diagram in case of existing substation and in case of planned substation, if the same is available with STU."

This Stage-II connectivity document contained the name of the substation, however, did not have the details of the bay along with Single Line Diagram. The SLD was provided by Respondent separately.

4.14. The Respondent had issued the provisional estimate of supervision charges on 16.08.2024 for erection of 66kV Metering Bay for evacuation of 5.50 MW hybrid capacity at 220kV Vagra substation. This was duly paid for by the Petitioner on 10.09.2024 and the

Connection agreement between the Respondent and the Applicant/Petitioner was executed on 13.09.2024 for establishing connectivity of 5.5 MW with 220kV Vagra Substation of GETCO.

4.15. Further, on 22.01.2025, a charging permission was issued by Respondent for charging of 66kV feeder bay at 220kV Vagra substation along with associated equipments at GETCO substation and commissioning of associated equipment of GETCO.

4.16. On 21.08.2023, the Ministry of New and Renewable Energy (MNRE) vide its Gazette Resolution, issued 'Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid connected Wind-Solar Hybrid Project'. The Guidelines enables competitive bidding to ensure cost-effective power supply and grid stability.

4.17. Further, in terms of the Guidelines, GUVNL issued Request for Selection (RFS) vide RFS No. GUVNL/500MW/Hybrid RE (Phase II) dated 14.02.2024, floated a tender for purchase of power through competitive bidding process (followed by e-reverse auction) from 500MW grid connected Hybrid RE Projects (Phase II).

4.18. The Applicant/Petitioner participated in the RFS and submitted its bid and the technical bid was opened on 28.05.2024. Subsequently, on 25.07.2024, the Petitioner was declared the successful bidder for the development, generation and supply of electricity from 370MW Hybrid Power Project.

4.19. Further, GUVNL initiated the proceedings before the Commission bearing Petition No. 2384 of 2024 for adoption of tariff discovered through the competitive bidding process. On 30.09.2024, the

Commission passed an Order in Petition No. 2384 of 2024 filed by GUVNL under Section 63 of Electricity Act 2003 wherein the Commission adopted Rs 3.24/ kWh as the tariff range for the procurement of 370MW of energy.

4.20. It is submitted that in September 2024, the Draft Procedure for "*Grant of Connectivity to Projects based on Renewable Energy Sources to Intra-State Transmission/Distribution System, 2024*" (Draft Connectivity Procedure, 2024) was issued introducing Clause 4.6, which allows RE developers with existing connectivity to apply for DISCOM RE bids before or after commissioning, marking the first regulatory provision enabling such conversions.

4.21. The Applicant/Petitioner, vide its email dated 22.09.2024, submitted its comments on Draft Connectivity Procedure, 2024. Further, it is submitted by the Applicant/Petitioner that a Hybrid Power Developer shall be allowed to modify the purpose of the connectivity to DISCOM bid.

4.22. Further, on 10.10.2024, a Power Purchase Agreement was executed between the Applicant/Petitioner and GUVNL, *inter-alia*, for development of Hybrid Power Plant of 370MW capacity being developed in the State of Gujarat using new Solar Photovoltaic grid interactive power plants and new Wind Electric Generators. In terms of the PPA, GUVNL has agreed to purchase power to the extent of contracted capacity with DISCOM

4.23. The introduction of Clause 4.6 represents a novel regulatory mechanism, enabling the Petitioner to integrate the connectivity of 5.5 MW into 370MW Project being developed with GUVNL, to utilize the

existing GETCO connectivity at the 220 kV Vagra Substation. The transition of the Project to GUVNL allocation does not alter the physical connectivity infrastructure but relies on the existing GETCO connectivity to evacuate power under GUVNL PPA. The GETCO connectivity, secured for third-party sale, remains critical for evacuating power under the GUVNL PPA, ensuring seamless integration into the DISCOM grid. However, the final implementation framework for Clause 4.6, detailing the procedural alignment for such transitions, remains pending, creating a regulatory vacuum.

4.24. The Applicant/Petitioner has made significant progress under the PPA dated 10.10.2024, including: (i) completing the order for the wind mast; (ii) completing the Wind Resource Assessment (WRA); (iii) completing land acquisition for the Project; and (iv) placing orders for the wind turbine and solar modules.

4.25. It is submitted that on 13.06.2025, Respondent GETCO issued a letter informing the Petitioner to complete the entire evacuation line along with bays, metering system and commission full capacity within 12 months from the date of allotment of transmission capacity i.e. by 29.07.2025, failing which Respondent GETCO shall initiate the action stipulated in the approved procedure/tariff order including but not limited to encashment of BG/cancellation of connectivity/Open Access.

4.26. It is submitted that on 14.07.2025, the Applicant/Petitioner issued a communication to Respondent GETCO (letter dated 30.06.2025) highlighting the transition to GUVNL PPA and seeking modification of the Stage-II connectivity from third-party sale to GUVNL/DISCOM allocation, citing the execution of the PPA with GUVNL on October 10,

2024, for the 5.5 MW Project as part of a 370 MW allocation under GUVNL's competitive bidding process. The letter noted that the Petitioner is awaiting the final implementation framework for Clause 4.6 of the Draft Connectivity Procedure 2024 to facilitate this modification and amend the Connection Agreement.

4.27. It is submitted that the Applicant/Petitioner has proceeded substantially with the Project and charged the evacuation infrastructure by 22.01.2025, demonstrating significant progress toward commissioning while relying on the existing GETCO connectivity for the GUVNL PPA.

4.28. The GERC Procedure for grant of connectivity to RE Projects dated 07.01.2023 has been framed under exercise of delegated legislative authority of the Commission, which establishes the governing framework for connectivity-related matters, and thus, it will prevail on any order issued by exercising quasi-judicial power of the Commission. It is submitted that neither the terms of delegated legislation nor the quasi-judicial order supports the case of the Respondent.

4.29. The Respondent, in its letter dated 13.06.2025, indicated that the Applicant/Petitioner is required to commission the entire capacity by 29.07.2025, calculated as one year from the date of grant of Stage-II connectivity. However, the GERC Procedure for grant of connectivity to RE Projects explicitly provides that the connectivity grantee shall commission the entire capacity within two years from the date of charging of the evacuation line, which, in the present case, occurred on 22.01.2025 thereby setting the commissioning deadline as 21.01.2027.

4.30. It is submitted that all matters pertaining to the grant of connectivity for the hybrid power project of the Applicant/Petitioner are governed by the GERC Procedure for grant of connectivity to RE Projects. The Tariff Order dated 22.02.2024 is a generic order regulating the procurement of renewable energy from hybrid sources. However, the Tariff Order explicitly acknowledges the distinct and specific applicability of the GERC Connectivity Procedure in matters related to connectivity. The Tariff Order, at multiple instances, explicitly references the Connectivity Procedure as the governing framework for connectivity-related matters. The Tariff Order does not override or supplant the Connectivity Procedure but rather complements it by delineating the commercial and operational aspects of power procurement while leaving connectivity-specific matters to the Connectivity Procedure. This delineation establishes the Connectivity Procedure as the authoritative regulation for connectivity related processes.

4.31. It is a settled principle of statutory interpretation, as recognized in various judicial pronouncements, that when a specific provision conflicts with a general provision, the specific provision prevails. In context of the same, the Applicant/Petitioner has referred to the Hon'ble Supreme Court of India in JK Cotton Spinning & Weaving Mills Co. Ltd. v State of Uttar Pradesh, AIR 1961 SC 1170.

4.32. The Connectivity Procedure, being a targeted regulation addressing the technical and procedural nuances of grid connectivity, constitutes a specific provision, whereas the Tariff Order, which broadly regulates the procurement of hybrid power, is a general provision. In matters of connectivity, including the timelines and conditions for

commissioning, any ambiguity or conflict must be resolved in favour of the Connectivity Procedure, as it is the more specific and applicable regulation.

4.33. It is further submitted that the Tariff Order explicitly mandates that all connectivity grantees and applicants, including the Applicant/Petitioner, are bound by the Connectivity Procedure. This mandate reinforces the obligation to adhere to the Connectivity Procedure's provisions for all connectivity-related processes, including the grant of connectivity, modifications to connectivity applications, and adherence to commissioning schedules. The Petitioner, having applied for connectivity, is unequivocally subject to the Connectivity Procedure. Any interpretation of the Tariff Order that deviates from or conflicts with the Connectivity Procedure's stipulations would contravene the Tariff Order's own directive to defer to the Connectivity Procedure in connectivity matters. The Tariff Order, while setting out the commercial framework for power procurement, does not override the Connectivity Procedure's provisions for handling such delays.

4.34. It is submitted that as per the tariff order, the Applicant/Petitioner will get one year from the date of charging of evacuation line for commissioning of its entire capacity. It is further stated that as per the Tariff order passed by the Commission, the connectivity grantee is obligated to commission its entire capacity within one year of charging of evacuation line and not within one year from the date of grant of Stage-II connectivity. In furtherance of which, even though the Stage-II connectivity was granted on 30.07.2024, the evacuation line was charged only on 22.01.2025 and consequently, the Applicant/petitioner has time till 21.01.2026 i.e. one year from the

date of charging of evacuation line, for commissioning of its entire allotted capacity.

4.35. It is submitted that the deadline of 29.07.2025, referenced in GETCO's letter, appears to diverge from the timelines stipulated in the Connectivity Procedure and the Tariff Order. It is submitted that the Applicant/Petitioner is entitled to rely on the two-year commissioning period from 22.01.2025, as provided under the Connectivity Procedure, or, at the minimum, the one-year period from the same date as per the Tariff Order.

4.36. The Respondent, in letter dated 13.06.2025, has itself referred to the connectivity procedure as well as the tariff order. However, the stipulated deadline of 29.07.2025 does not align with the provisions as mentioned in such GERC Procedure for grant of connectivity to RE Projects as well as the tariff order.

4.37. It is submitted that both the regulations as well as the tariff order of this commission is binding upon the Respondent and that the Respondent cannot take any other approach which goes against the law already in place, as has been held in the case of PTC India Ltd. v. Central Electricity Regulatory Commission. (2010) 4 SCC 603.

4.38. Further, the provision regarding the timeline for commissioning of the entire capacity has been stated in simple and clear words in the GERC approved procedure dated 07.01.2023 and no contrary interpretation can be read thereto. It is a settled principle of law that the law must be interpreted as it is and the same principle has been held by the courts time and again in various judgements as given below.

(i) Tarlochan Singh v. DDA, 1996 SCC OnLine Del 687

(ii) Umar v. Ashok, 2002 SCC OnLine MP 65

(iii) M. Ramaiah v. State of Karnataka, 1995 SCC OnLine Kar 3

4.39. It is submitted that the timelines given under the GERC Procedure for grant of connectivity to RE Projects are to be read in their literal sense and cannot be interpreted in a manner that puts the Applicant/Petitioner in a difficult position even after acting in a bona-fide manner and adhering to the established procedure.

4.40. It is submitted that when the GERC procedure dated 07.01.2023 and the tariff order provides for 2 years and 1 year respectively for commissioning of the plant post charging of the evacuation line; it is a logical understanding that it is not possible for the Applicant/Petitioner to commission the entire capacity within 4 months from the date of charging of evacuation line i.e. till 29.07.2025. Reliance is placed upon the following Supreme Court Judgement;

(a) Visitor, AMU v. K.S. Misra, (2007) 8 SCC 593.

(b) Nathi Devi v. Radha Devi Gupta, (2005) 2 SCC 271.

4.41. Further, the GERC Procedure dated 07.01.2023 as well as the tariff order of the Commission are binding upon the Respondent in furtherance of which, the Respondent cannot invoke the bank guarantee of the Applicant/Petitioner or cancel the connectivity before the timeline stipulated under the same is expired. However, the Respondent has sent a Communication to the Applicant/Petitioner to commission instead of 2 years as given under the GERC Procedure. The Respondent is trying to do something indirectly which is not permitted under the said GERC Procedure. It is a settled principle of law that what cannot be done directly, cannot be done indirectly as well.

Reliance is placed on the case of Institution of Mechanical Engineers (India) v. State of Punjab, (2019) 16 SCC 95.

4.42. Further, the procedure formulated by the delegated entity ultimately requires approval from the Commission itself for finalization. When an authority merely seeks assistance while retaining the final decision-making power, it does not constitute sub-delegation but rather an administrative aid to the regulatory process. This principle has been recognized in Ramhet Tyagi v. State of M.P., 2011 SCC OnLine MP 568. Since the final approval of the procedure formulated by the delegated entity rests with the GERC, it becomes an extension of the regulation itself and therefore, is binding.

4.43. It is also submitted that there is no doubt that the Tariff Framework issued by the Commission is in the form of an 'Order as the same has been issued by the commission as “Order No. 01 of 2024”. It is trite law that tariff orders issued by the Commission are bound by the regulations issued by such Commission.

4.44. It is stated that Respondent, by way of its own letter dated 30.07.2024, while issuing the grant of connectivity, imposed a condition upon the Petitioner that it shall be bound by the Connectivity Procedure. Therefore, even the Respondent indicated and intended the Petitioner to act in terms of the GERC Procedure for grant of connectivity to RE Projects.

4.45. Further, as per the GERC Procedure dated 07.01.2023, the Applicant/Petitioner was under an obligation to commission the plant within two years from the charging of the evacuation line. Therefore, the Applicant/Petitioner ought to be granted two years from the date

of charging of evacuation infrastructure to commission the entire project.

4.46. It is submitted that the GERC Procedure dated 07.01.2023 is issued under Regulation 20 of the GERC (*terms and Conditions of Intra-State Open Access*) Regulations, 2011 and it is an established principle that the regulations made by the Commission are binding on itself.

4.47. Further, the Respondent GETCO is under an obligation to promote flow of renewable energy and also under an obligation to not let renewable energy get stranded. Recognizing these obligations, GETCO in good faith allowed the Applicant/Petitioner to use its bay. For unforeseen reasons, the Applicant/Petitioner is unable to complete the entire Project capacity, therefore there is no change in circumstances from the date of the allowance of the connectivity till today. It is further submitted that the Applicant/Petitioner must not be punished for circumstances which were not in the control of the Applicant/Petitioner and every effort possible was made to construct such permanent bay in time. That in the interest of equity, the access to the temporary bay must be extended in order to ensure that the petitioner does not suffer even after acting in a bona-fide manner.

4.48. It is submitted that Clause 4.6, introduced in September 2024, allows RE developers for transition of the projects to DISCOM bids while retaining existing STU connectivity, such as the GETCO connectivity at the 220 kV Vagra Substation, which is essential for evacuating power under the GUVNL PPA. Clause 4.6, though in draft form, validly plugs a regulatory vacuum in the absence of operative rules governing the transition of renewable energy projects from third-party sale to DISCOM allocation. The Hon'ble Supreme Court in Abrahim Jacob v.

Union of India, (1998) 4 SCC 65, upheld the application of draft service rules to address urgent necessities where no finalized rules existed, recognizing that draft instruments may temporarily guide actions to prevent administrative paralysis. In the instant case, no prior regulatory framework addressed the conversion of projects to DISCOM bids while retaining existing GETCO connectivity at the 220 kV Vagra Substation, which remains critical for evacuating power under the GUVNL PPA dated 10.10.2024. The absence of finalized rules would otherwise leave the Petitioner without a legal anchor, justifying reliance on Clause 4.6 to facilitate the transition and ensure seamless integration into the DISCOM grid.

4.49. Further, Clause 4.6 of the Draft Connectivity Procedure 2024, which permits renewable energy developers with existing STU/DISCOM connectivity to apply for DISCOM RE bids before or after commissioning, reflects the authoritative intent of the Commission, with formalization being imminent. The Hon'ble Supreme Court in Vimal Kumari v. State of Haryana, (1998) 4 SCC 114, accepted draft rules as indicative of authoritative policy direction where formal notification is pending but forthcoming, provided there is no statutory prohibition. Similarly, in D. Raghu v. R. Basaveswarudu, AIR ONLINE 2020 SC 181, the Court held that draft rules may be followed if they do not conflict with existing legal norms. In the present case, Clause 4.6 introduces a novel mechanism without contravening any existing regulation, enabling the Petitioner to integrate the 5.5 MW Project into GUVNL's 370 MW allocation while utilizing the existing GETCO connectivity. The imminent formalization of the Draft Connectivity Procedure 2024 supports the Petitioner's reliance on Clause 4.6,

necessitating an extension of the commissioning timeline to align the Project capacity with the DISCOM requirements.

4.50. It is submitted that the sector-specific adjudicatory bodies have recognized the validity of relying on draft policy documents in the absence of finalized rules. In Chhattisgarh Cement Manufacturers' Association, Raipur v. Chhattisgarh State Electricity Board, (2007) ELR (APTEL) 1021, the Appellate Tribunal for Electricity referred to the draft Tariff Policy to guide regulatory proceedings, underscoring the interpretive and evidentiary value of draft instruments. In the instant case, Clause 4.6 serves as a critical guide for transitioning the 5.5 MW Project to GUVNL's DISCOM supply framework while retaining the GETCO connectivity at the 220 kV Vagra Substation. The Petitioner's substantial progress under the PPA, including completing the wind mast order, WRA, land acquisition, and orders for wind turbine and solar modules, demonstrates its commitment to commissioning the Project. The reliance on Clause 4.6 is essential to avoid regulatory uncertainty and ensure the Project's integration into the DISCOM grid, justifying an extension to complete the Project capacity. It constitutes as a soft law with persuasive value, creating legitimate expectations for stakeholders. The Hon'ble Supreme Court in Shivsagar Tiwari v. Union of India, (1996) 6 SCC 558, held that non-binding guidelines may be relied upon to evaluate administrative conduct, even if not statutorily binding. Further, in Union of India v. Hindustan Development Corporation, (1993) 3 SCC 499, the Court recognized the Doctrine of Legitimate Expectation as part of Indian law, entitling stakeholders to expect implementation of a publicly released draft regulation reflecting a commercially rational policy direction. The public issuance of the Draft Connectivity Procedure 2024 by the

Commission establishes a legitimate expectation that Clause 4.6 will guide the transition of projects to DISCOM allocation. The Applicant/Petitioner, having transitioned the 5.5 MW Project to GUVNL's framework while relying on the existing GETCO connectivity, is entitled to an extension to operationalize this transition, as refusal to apply Clause 4.6 would be arbitrary and violate principles of natural justice.

4.51. It is submitted that any delay in the formal notification of the Draft Connectivity Procedure 2024 cannot justify denying reliance on Clause 4.6, particularly when such delay prejudices the Applicant/Petitioner's rights. The Hon'ble Supreme Court in Manoj v. State of Madhya Pradesh, (1999) 3 SCC 715, held that mere delay in adopting draft rules shall not prejudice the rights of parties. In the present case, the Petitioner has acted in good faith, securing GETCO connectivity, executing the GUVNL PPA, and making significant progress under the PPA, including charging the evacuation infrastructure on 22.01.2025. The continued reliance on GETCO connectivity for the GUVNL project underscores the necessity of Clause 4.6 to provide regulatory clarity. Denying an extension due to the pending formalization of Clause 4.6 would lead to arbitrary outcomes and undermine the Petitioner's legitimate expectations.

4.52. Further, the absence of finalized rules governing the transition of renewable energy projects to DISCOM allocation creates a regulatory vacuum that Clause 4.6 of the Draft Connectivity Procedure 2024 validly addresses. The Applicant/Petitioner's 5.5 MW Project, transitioned to GUVNL's 370 MW allocation, relies on the existing GETCO connectivity at the 220 kV Vagra Substation to evacuate power, ensuring compliance with Gujarat's Renewable Purchase Obligation

(RPO) requirements. The Hon'ble Supreme Court in Nathi Devi v. Radha Devi Gupta, (2005) 2 SCC 271, held that statutory provisions must be given effect to avoid rendering them redundant, supporting the application of Clause 4.6 to guide regulatory decision-making.

4.53. It is submitted that the GETCO connectivity at the 220 kV Vagra Substation, secured for third-party sale, remains critical for evacuating power under the GUVNL PPA. The transition to DISCOM supply does not alter the physical connectivity infrastructure but requires regulatory alignment to ensure compliance with the PPA. The delay in finalizing Clause 4.6 has stalled the procedural integration of the GETCO connectivity with the GUVNL framework, impacting the completion of the Project Capacity.

4.54. It is submitted that the Applicant/Petitioner has demonstrated commitment by completing the wind mast order, WRA, land acquisition, and orders for the wind turbine and solar modules, and charging the evacuation infrastructure by 22.01.2025.

4.55. It is submitted that the Section 86 (1) (c) (e) & (f) of the Electricity Act 2003 provide for the functions of the Commission namely facilitating intra-state transmission of electricity, adjudicating upon the disputes between the licensee and the generating company. The Applicant/Petitioner is a generating company developing hybrid power project in the State of Gujarat and the issue raised in the present Petition relate to extension of time for commissioning the entire Project capacity in respect of connectivity for evacuation of hybrid power from Applicant/Petitioner's project through 220kV Vagra Substation of GETCO i.e. intra-state transmission system in Gujarat.

Accordingly, the Commission has jurisdiction to grant the relief sought for in the present Petition.

4.56. It is submitted that Section 86(1)(e) of the Electricity Act confers power upon the Commission to promote energy generation from the renewable sources. Every power comes with a responsibility, here the Commission has an obligation to ensure addressing the issues being forced upon the wind-solar project developer due to administrative vacuum which escalated for long.

4.57. Further, it is clear from the conjoint reading of Regulation 80 and 85 of the Conduct of Business Regulation that the Commission has inherent power to pass any order and also abridge or extend the time prescribed by an order of the Commission for sufficient reasons. Further, the Commission has inherent power to pass any order to meet ends of justice.

4.58. Further, the Commission has under Regulation 80 which is similar to Section 151 of the Code of Civil Procedure, 1908, inherent power to extend the validity of connectivity. It is further submitted that this Commission has inherent power to issue any order, to meet the ends of justice.

4.59. It is submitted that the "*Tariff Framework for procurement of Power by Distribution Licensees and Others from Wind-Solar Hybrid Projects including storage, if any, and other commercial issues for the State of Gujarat*" (Tariff Order) dated 22.02.2024 passed by the Commission provides that in the event that the Wind-Solar Hybrid Project Developer (acting as a Generator, Consumer, or Licensee) is unable to commission the entire allocated evacuation system, including the bays

and metering system, within the prescribed time frame due to unforeseen circumstances, the Developer may submit a request to the Commission seeking an extension of the time period.

5. The Respondent has filed its reply on 18.10.2025 and contended as under:

5.1. The present petition has been filed by the Petitioner, seeking extension of the Scheduled Commercial Operation Date (SCOD) for infrastructure being developed by the Applicant/Petitioner, together with consequential reliefs including a restraint on encashment of the Bank Guarantee and continuation of the granted connectivity.

5.2. The Respondent is a State Transmission Utility under Section 39 of the Electricity Act, 2003 and a transmission licensee under the Electricity Act, 2003. As the State Transmission Utility GETCO discharges the functions as provided under sub-section (2) of Section 39.

5.3. It is submitted that the Commission has framed GERC (*Terms and Conditions of Inter-State Open Access*) Regulations 2011 where under it is provided that the Detailed Procedure may be approved by the Commission which would *inter-alia*, include aspects on application for connectivity and open access and other issues. In terms of the same, a Detailed Procedure was drafted in relation to the Grant of Connectivity to Projects based on Renewable Sources to Intra-State Transmission System and in terms of the Open Access Regulations, the draft had been placed on the website of the Respondent to invite comments and suggestions and thereafter the same was placed before the Commission. The Commission approved the Detailed Procedure for

Grant of Connectivity to Projects based on Renewable Sources to Intra-State Transmission System on 07.01.2023. The Connectivity Procedure, 2023 clearly provides that the provisions relating to connectivity and Bank Guarantees are to be governed not only by the said Procedure but also by the relevant orders issued by the State Commission for projects based on renewable energy sources, as applicable from time to time. It further stipulates the timelines for commissioning and prescribes the consequences in the event of non-commissioning within such prescribed period.

5.4. On 04.10.2023, the Government of Gujarat issued the Gujarat Renewable Energy Policy, 2023, with the objective of expediting the State's transition to clean energy in alignment with India's Nationally Determined Contribution of achieving 50% cumulative power capacity from non-fossil fuel sources by 2030. The Policy provides a simplified framework for facilitating renewable energy projects, attracting large-scale investments, harnessing the State's vast wind and solar potential, and promoting wind-solar hybrid development to ensure reliable, cost-effective, and sustainable power supply while contributing to economic growth and decarbonization.

5.5. The Gujarat RE Policy, 2023 was introduced to speed up this transition and, in furtherance thereof, prescribes commissioning timelines linked to the project capacity. These provisions are in no manner inconsistent with the Connectivity Procedure, 2023; rather, they operate in tandem and in furtherance of the same, without rendering any part of the Connectivity Procedure otiose.

5.6. It is submitted that the reference to the 2018 Policy is not relevant when the connectivity was obtained admittedly after 2023 Policy.

5.7. On 22.02.2024, the Commission issued Order No. 1 of 2024 prescribing the tariff framework for procurement of power from Wind-Solar Hybrid Projects in the State. In this Order, the Commission expressly incorporated the commissioning timelines set out under the Gujarat RE Policy, 2023, and further stipulated consequences for non-compliance, including encashment of Bank Guarantees, under Clauses 2.12.3 and 3.9. The Hybrid Tariff Order No. 1 of 2024 lays down the binding timelines and enforcement mechanism applicable to developers, including the Petitioner.

5.8. It is submitted that if the Grantee does not construct the dedicated transmission line and commission the full capacity as per the timelines, the Stage-II connectivity shall be revoked and the Bank Guarantee enchased. Therefore, the Detailed Procedure read with the relevant tariff orders provide for submission of bank guarantees and provide for cancellation with encashment of bank guarantee in case the Grantee does not meet the requirements. There cannot be any contention that despite failure to meet the timelines, the bank guarantee cannot be encashed. There is no purpose in bank guarantee if it is not meant to be encashed in case of failure of the Petitioner to meet its obligations.

5.9. The Applicant/Petitioner has sought for extension of the timelines which has to be considered by the Commission in terms of the Detailed Procedure read with Tariff Orders. While there is no specific provision of force majeure, the Tariff Orders only recognise failure to commission on case-to-case basis due to unforeseen reasons. While the Tariff Order recognises the extension in certain cases, there is no

inherent power in terms of the Electricity Act or otherwise in Conduct of Business Regulations or any other regulation for such aspects.

5.10. It is submitted that the Applicant/Petitioner has sought to rely on various provisions of Electricity Act, 2003 or Conduct of Business Regulations. There is no inherent power in terms of Conduct of Business Regulations for substantive rights of the parties. The Applicant/Petitioner has sought to rely on inherent powers of the Commission in the Conduct of Business Regulations which relate to procedural aspects and do not create any substantive right. The Conduct of Business Regulations is for the procedure before the Commission. In this regard, the Hon'ble Supreme Court in GUVNL v. Solar Semi Conductor Power Company (India) Private Limited and Another (2017) 16 SCC 498 in the context of the Conduct of Business Regulations of the Commission referring to decisions of the Hon'ble Supreme Court has recognized that inherent powers are procedural in nature and cannot affect the substantive right of the parties. Further when the Order specifically recognizes the provisions for extension of time for specific reason, the same cannot be extended under Regulation 85 of the Conduct of Business Regulations.

5.11. The Applicant/Petitioner applied for Stage-I and Stage-II connectivity on evacuation of 5.5 MW power for third-party sale at Vagra Substation. Pursuant thereto, the Respondent GETCO, vide letter dated 30.07.2024, granted approval for the Stage-II Connectivity of the Applicant/Petitioner's 5.5 MW hybrid project at the interconnection point at 66 kV level for third-party sale at 220 KV Vagra Sub-station through Stage-II grantee switchyard. Further the Respondent GETCO issued a provisional estimate of supervision charges, which was duly paid by the Applicant/Petitioner, and a Connection Agreement was

executed between the parties on 13.09.2024 for Third Party Sale. At the time of the application for Connectivity, the Connectivity Procedure 2023 provided clearly that "the purpose of connectivity once granted cannot be changed or modified."

5.12. The Applicant/Petitioner had participated in the tender process conducted by Gujarat Urja Vikas Nigam Limited (GUVNL) and submitted its bid under the Request for Selection (RfS), pursuant to which the technical bids were opened on 28.05.2024. Thereafter, on 25.07.2024, the Applicant/Petitioner was declared the successful bidder for development, generation, and supply of power from a 370 MW Wind-Solar Hybrid Project. The discovered tariff was adopted by the Commission vide Order dated 30.09.2024, and a Power Purchase Agreement (PPA) was consequently executed between the Applicant/Petitioner and GUVNL on 10.10.2024. It is further submitted that at the time of participation of the Applicant/Petitioner in the bid, the only procedure was Connectivity Procedure 2023 wherein it was clear that there can be no change in purpose of the connectivity. Despite the same, the Petitioner applied for Connectivity under Third Party Sale. Further despite the grant of Letter of Intent, the Applicant/Petitioner did not raise any issue and continued with the Stage-II Connectivity for third party sale and entered into the Connectivity Agreement for Third Party Sale.

5.13. The Applicant/Petitioner at this time did not write to GETCO or otherwise approach the Commission. The Applicant/Petitioner was well aware that as per the Connectivity granted to the Applicant/Petitioner, the timelines as per Order dated 22.02.2024 were to apply which require the Applicant/Petitioner to commission

the entire project capacity within 12 months i.e. by 29.07.2025. No steps was taken by the Petitioner at this time.

5.14. The Applicant/Petitioner for the first time in response to GETCO Letter dated 13.06.2025 vide its communication dated 14.07.2025, sought to claim a change in purpose of the connectivity and sought to rely on the draft Procedure. The Applicant/Petitioner stated that it had transitioned to a GUVNL PPA and allegedly sought modification of its Stage-II connectivity from third-party sale to GUVNL/DISCOM allocation, citing the execution of a PPA with GUVNL on 10.10.2024 for the 5.5 MW Project as part of its 370 MW allocation under the competitive bidding process. The Petitioner further contended that it was awaiting the final implementation framework of Clause 4.6 of the Draft Connectivity Procedure, 2024, to facilitate such modification and amendment of the Connection Agreement.

5.15. The entire basis of the Petitioner is the draft Connectivity Procedure 2024. The New Connectivity Procedure has been approved vide Order dated 04.08.2025 (Connectivity Procedure 2025). Therefore at the time of expiry of the timelines of the Petitioner, the said Procedure had not been approved and therefore was not applicable. Even otherwise, the Connectivity to the Petitioner was granted under Connectivity Procedure 2023. The Petitioner is seeking to rely on the Connectivity Procedure 2024 which may not be applicable to the Petitioner. Further the draft Procedure cannot be considered when there is an existing approved Procedure 2023 which is applicable to the Petitioner.

5.16. It is submitted that the Applicant/Petitioner cannot proceed on the basis that it would simply wait for the Draft Procedure to be finalised and delay the execution of the project until such date. The Connectivity

had been obtained by the Applicant/Petitioner on the basis of certain timelines and the Petitioner cannot then ignore the said timelines.

5.17. It is submitted that the Commission may decide on whether such switching of purpose of Connectivity granted under Connectivity Procedure 2023 is allowed in terms of Connectivity Procedure 2025 and the impact on the timelines.

5.18. It is submitted that in the present case the timelines already stand expired prior to the notification of the Connectivity Procedure 2025. Further, the contentions and allegations on the alleged status of the Project is not admitted and the Petitioner be put to strict proof thereto.

5.19. The Applicant/Petitioner has misunderstood the terms of the Connectivity Procedure, 2023, and is relying upon a limited interpretation thereof while completely ignoring other relevant provisions. Such interpretation also runs contrary to the principle of harmonious construction, and is therefore untenable in law.

5.20. The Connectivity Procedure, 2023 itself contains a clear enabling provision under Clause 5.1, which empowers the Commission to provide for the timelines for completion of the work and this has been completely overlooked by the Applicant/Petitioner.

5.21. Further, the contention of the Applicant/Petitioner for two years therefore based on the Connectivity Procedure 2023 does not consider the fact that the Connectivity Procedure 2023 specifically refers to the timelines to be as per Tariff Orders.

5.22. It is submitted that the Commission, by its Order dated 22.02.2024 in Order No. 1 of 2024, expressly incorporated the timelines. Further on

a bare perusal of Clause 3.9 of the Order dated 22.02.2024, it is abundantly clear that the period for commissioning the entire evacuation line along with bays and metering system is to be treated as one year from the date of charging of the evacuation line or twelve months from the date of allotment of transmission capacity, whichever is earlier. The phrase "*whichever is earlier*" has been very conveniently overlooked by the Petitioner. Since the Petitioner was granted Stage-II connectivity on 30.07.2024, the project is mandatorily required to be fully commissioned by 29.07.2025, in terms of the Connectivity Procedure, 2023 read with the binding Tariff Order issued by Commission and the same was rightly pointed out by GETCO vide its letter dated 13.06.2025.

5.23. Further, the RE Policy 2023, also provided for the same timelines and the Applicant/Petitioner has conveniently ignored the subsequent part which refers to the timeframe stipulated.

5.24. It is submitted that as per AMU v. KS Misra (2007) 8 SCC 593 and Nathi Devi v. Radha Devi Gupta (2005) 2 SCC 271 and Nathi Devi v. Radha Devi (2005) 2 SCC 271 quoted by the Applicant/Petitioner, every part is inserted for a purpose. Therefore the above provision has to be given effect to.

5.25. Further, the Respondent GETCO has acted as per Tariff Order. The issue is of interpretation and while the Applicant/Petitioner may be seeking the adjudication on such interpretation, it is not open to the Applicant/Petitioner to make allegations against the Respondent GETCO.

5.26. The contention raised by the Petitioner regarding a supposed conflict between a general and a specific provision, or the application of the legal maxim *specialibus generalia non derogant* with reference to the Connectivity Procedure, 2023 and the Hybrid Tariff Order No. 1 of 2024, is wholly misconceived. The reference to generic order versus special order may not apply when the Connectivity Procedure 2023 itself refers to timelines as per Tariff Orders which are also subsequent. Further in fact Connectivity Procedure 2023 is general for all RE whereas Tariff Order is for hybrid projects. The aspect of commissioning of project capacity is common to both and therefore tariff order being subsequent order has been applied. In fact, the Connectivity Procedure 2025 does not provide for timelines and refers to the Tariff Orders only which demonstrate the clear decision and intent of the Commission to proceed on the basis of the timelines in the Tariff Orders and not Procedure.

5.27. It is submitted that while there is no denial of the fact that the Regulations are binding, the issue herein is not Regulations. Both approval of Connectivity Procedure and the Tariff Orders are Orders passed by the Commission.

5.28. The consideration of the Applicant/Petitioner therefore that the 90% of capacity has to be commissioned within 2 years cannot be understood as correct. The Order dated 22.02.2024 was issued after the Order dated 07.01.2023 approving the Detailed Procedure and since detailed procedure recognises that it has be read with the Tariff Orders; therefore as per Respondent GETCO's understanding, the subsequent order would apply. GETCO in its letter had referred to Detailed Procedure read with the Tariff Order. The Commission may

therefore consider and provide clarity on the timelines for commissioning of the power project.

5.29. The Respondent GETCO has filed a Petition being Petition No. 2490 of 2025 and application for amendment in regard to the timelines inter alia as per the Hybrid Tariff Order dated 22.02.2024 which may have implications on the timelines.

5.30. It is submitted that there cannot be any general consideration of promotion of renewable energy. The Detailed Procedure as well as Tariff Order has been framed specifically for renewable projects and therefore there is no further consideration while complying with the requirements/provisions of the same. Any issue has to be considered as per the same only.

5.31. It is submitted that the Applicant/Petitioner's status as a renewable energy project cannot exempt it from compliance with the Connectivity Procedure, 2023, or the Hybrid Tariff Order No. 1 of 2024. Being a renewable project does not grant the Applicant/Petitioner immunity to ignore or contravene the established procedures and tariff orders under the guise of promoting renewable energy.

5.32. Further, there can be no obligation on the Respondent to protect renewable energy projects from its own defaults or delays. The Respondent GETCO is bound by Orders of the Commission. The Applicant/Petitioner was well aware that Respondent GETCO cannot grant any extension and it is entirely upto the Applicant/Petitioner to seek extension from the Commission if it was getting delayed. Having failed to do so, it cannot now blame Respondent GETCO for issuing

letter dated 13.06.2025. While there is no obligation on Respondent GETCO to issue such letters, the same was done as intimation to the Applicant/Petitioner. There is no issue of sudden issuance of the letter. The said letter was in advance sent as a reminder of the timelines that the Applicant/Petitioner should already be aware of. It is clear that the Applicant/Petitioner had not been taking the efforts to approach the Commission until such letter despite being well aware that it is only the Commission which can grant any extension, even assuming but not admitting that there was any justification for such delay.

5.33. The Applicant/Petitioner claims that there were unforeseen reasons for delay in completion of capacity but has not provided any such details. It is not accepted that the Applicant/Petitioner made every effort. The reference to Permanent Bay or temporary bay in is out of context.

5.34. It is submitted that there is no vacuum as sought to be alleged by the Applicant/Petitioner. The Connectivity Procedure 2023 was in force. The new Connectivity Procedure would have been applicable from the date of its approval. The Petitioner could not have assumed that the Procedure as provided in the Draft would be approved or even when it would be approved. The claim of plugging a regulatory vacuum cannot apply when the existing Procedure already barred the change in purpose of the connectivity. The Respondent GETCO referred to the judgments of the Hon'ble Court referred to by the Applicant/Petitioner for their true interpretation and scope but even as per the claims of the Applicant/Petitioner, the said judgments do not apply to present case:

(a) Abrahim Jacob v. Union of India (1998) 4 SCC 65. As per the Applicant/Petitioner, the said case referred to use of draft service rules to address urgent necessities where no finalised rules exist. But this is not the case here. There was finalised Procedure which barred the change in purpose. The fact that there was no exemption for DISCOM Bid is not a vacuum as such. Further there was no urgent necessity. The Applicant/Petitioner had applied for Stage-II Connectivity for third party sale and there was no reason why it could not continue with it.

(b) Vimal Kumari v. State of Haryana (1998) 4 SCC 411 the Applicant/Petitioner refers to no statutory prohibition. However, in the present case, the existing binding procedure provides for a prohibition on change in purpose.

(c) D Raghu v. R. Basaveswarudu AIR Online 2020 SC 181, the Applicant/Petitioner refers to following draft rules if they do not conflict with existing legal norms. However, the existing procedure barred the change in purpose of connectivity.

(d) Chhattisgarh Cement Manufacturer' Association, Raipur V. Chhattisgarh State Electricity Board (2007) ELR (APTEL) 1021 refers to draft Tariff Policy but at that time there was no exiting tariff policy.

5.35. It is submitted that the doctrine of legitimate expectation cannot apply. At the time of the participation of the bid and the application for connectivity, there was no draft Procedure. Therefore, the Petitioner was well aware of the existing clause in the Connectivity Procedure 2023 which provides that there cannot be any change in purpose of

the Connectivity. Further the issuance of Draft Procedure was for inviting comments and there was no legitimate expectation that the same would be adopted as is by the Commission or when it would be adopted.

5.36. It is submitted that the Applicant/Petitioner, on its own, apparently chose to await the final implementation of the Procedure for Grant of Connectivity to Projects Based on Renewable Energy Sources to Intra-State Transmission/Distribution System, 2024 ('Draft Connectivity Procedure 2024'). However, the Draft Connectivity Procedure 2024 is not even applicable to the Applicant/Petitioner's case. Therefore, the Applicant/Petitioner's claim that the delay was due to circumstances beyond its control is entirely incorrect and erroneous. It is submitted that the provisions of the Draft Connectivity Procedure 2024 do not apply to the Applicant/Petitioner. Such a commercial risk, consciously undertaken by the Applicant/Petitioner, cannot now be invoked as a defence to seek extension by portraying it as a circumstance beyond the Applicant/Petitioner's control. In fact such contentions are clearly an afterthought which can be seen from the following:

(a) The Applicant/Petitioner had not approached the Commission, or even Respondent GETCO at any time seeking the change in purpose to DISCOM bid. The Applicant/Petitioner was well aware that the purpose cannot be changed.

(b) No aspect of alleged delay was raised until after GETCO issued the letter dated 13.06.2025.

(c) Despite the fact that the Applicant/Petitioner had participated in the bid, it chose to apply for Connectivity under Third Party sale. The Petitioner was well aware at this time that there cannot be

any change in purpose. Clearly at this time, there was no intention for the connectivity to be for GUVNL PPA.

(d) At the time of the Application for Connectivity, the Applicant/Petitioner is required to submit an agreement for atleast 75% of the capacity. The Applicant/Petitioner had submitted the agreement with M/s Gujarat Polyfilms Pvt. Ltd. for 4.5 MW.

(e) The capacity under the PPA is 370 MW whereas the connectivity was only for 5.5 MW. Further the Applicant/Petitioner applied for the Vagra Sub-station whereas as per the PPA, the identified sub-stations did not include Vagra. Clearly the connectivity at Vagra sub-station was not part of the GUVNL PPA. The Applicant/Petitioner is also required to confirm that the land identified was the same for both Application for Connectivity and PPA.

(f) No steps was taken by the Applicant/Petitioner to seek any change in purpose of the connectivity. Despite the Draft Procedure, the Applicant/Petitioner did not approach the Commission. On other hand, it appears that the Petitioner did not take any steps in regard to the power project being well aware of the timelines.

5.37. It is submitted that The Stage-II connectivity granted for evacuation of 5.5 MW (Hybrid) at GETCO 220 kV Vagra, through the Stage-II grantee switchyard at 66 kV class for third-party sale, is entirely independent of the PPA executed between GUVNL and the Applicant/Petitioner for 370 MW. The said PPA in no manner alters or extends the timelines prescribed for commissioning under the granted Stage-II connectivity.

5.38. It is submitted that in September 2024, the Draft Procedure for "*Grant of Connectivity to Projects Based on Renewable Energy Sources to Intra-State Transmission/Distribution System, 2024*" was issued. It is pertinent to note that the Draft Connectivity Procedure, 2024 clearly demarcates projects to which the said procedure is applicable. The relevant portion of the Draft Connectivity Procedure, 2024 is reproduced hereinbelow:

"2. Applicability

.....

2.2. Applications for Connectivity under this procedure shall be processed as under:

(i) Grant of Connectivity under revised guidelines shall be made applicable for the following category;

- *All persons/ applicants who desire connectivity with the grid upon approval of this procedure by Hon'ble GERC.*
- *All RE projects who had already applied for grant of connectivity shall be processed by STU / DISCOMs as per the procedure dated 07.01.2023."*

5.39. On 04.08.2025, the Draft Connectivity Procedure, 2024 was approved and thereafter notified as the Procedure for Grant of Connectivity to Projects Based on Renewable Energy Sources to Intra-State Transmission/Distribution System, 2025. The approved Connectivity Procedure, 2025 also contains a similar provision, clearly specifying the projects to which it applies. The relevant portion of the Connectivity Procedure, 2025 is reproduced hereinbelow:

"2.2. Applications for connectivity under this procedure shall be processed as under:

(i) Grant of connectivity under this procedure shall be made applicable for the following category;

a) All persons/ applicants who desire connectivity with the grid upon approval of this procedure by the Commission.

b) Applications pending for connectivity as on date of approval of this procedure by the Commission, shall be processed as per this procedure based on the priority number depicted on Akshay Urja Setu portal and inter-se priority shall be driven as per the connectivity procedure dated 07.01.2023, viz. priority with respect to category of applications and month of application."

5.40. It is submitted that a bare perusal of the afore-extracted provisions from both the Draft Connectivity Procedure, 2024 as well as the approved Connectivity Procedure, 2025 makes it abundantly clear that the Petitioner would not fall within the same. The Petitioner had already been granted Stage-II connectivity on 30.07.2024 and no application was pending thereafter and therefore it does not fall within 2.2.

5.41. Further, the Applicant/Petitioner has sought to read Provision 4.6 of the Draft Connectivity Procedure, 2024 but whether Provision 4.6 of the Connectivity Procedure, 2025 can at all be applied to the Applicant/Petitioner 's case is a matter for the kind consideration of the Commission. However an aspect to be considered even in such cases, is that although the PPA executed between GUVNL and the Applicant/Petitioner has no bearing on the connectivity granted, the

Applicant/Petitioner is seeking to rely upon it to alter or extend the timelines for completion of the project capacity, which needs to be considered. The Commission may consider the implications of such change in purpose on the timelines. Even if Provision 4.6 of the Connectivity Procedure, 2025 is considered, it merely allows a connectivity grantee to apply under the DISCOM RE bid or supply power to the DISCOM before or after commissioning of the RE project. It cannot mean that the timelines are ignored.

5.42. The Applicant/Petitioner has sought to claim on its alleged bona fide conduct which is not admitted. As can be seen despite the participation in the GUVNL bid, the Applicant/Petitioner applied for Connectivity for third party sale based on the Agreement dated 17.07.2023 which was submitted. However now at the last minute, when a letter issued with the reminder of the timelines, the Applicant/Petitioner suddenly is seeking to claim that it was seeking to transfer to GUVNL bid which was not even allowed under the Connectivity Procedure 2023 under which the Applicant/Petitioner had applied and been granted Connectivity. As is clear from the facts, the claims of the Petitioner are afterthought.

5.43. It is submitted that despite being aware of the provisions of the Connectivity Procedure, 2023 under which Stage-II connectivity was granted on 30.07.2024, the Applicant/Petitioner deliberately awaited the Draft Connectivity Procedure, 2024 and later the Connectivity Procedure, 2025, allegedly hoping to benefit from Clause 4.6.

5.44. The Applicant/Petitioner has submitted bank guarantee dated 20.06.2024 for amount of INR 55,00,000/- (Fifty-Five Lakh Only) until 31.03.2026 with claim period of 31.03.2027. The Applicant/Petitioner

has to ensure that the bank guarantee remains valid and the Respondent GETCO reserves its right to encash the bank guarantee. The bank guarantee is an unconditional bank guarantee.

6. The Applicant/Petitioner vide affidavit dated 11.11.2025 filed its Rejoinder and has more or less reiterated the contentions made in the Petition and further submitted as under:

6.1. It is submitted that the Respondent, vide its reply, has contended that the Applicant/Petitioner has misunderstood the timelines under the '*Grant of Connectivity to Projects based on Renewable Sources to Intra-State Transmission System*' Procedure dated 07.01.2023 and is relying on the limited interpretation of Connectivity Procedure, 2023. The Connectivity Procedure, 2023 specifically refers to timelines to be as per Tariff Framework for Procurement of Power by Distribution Licensees and Others from Wind-Solar Hybrid Projects dated 22.02.2024 (Tariff Order). It is the contention of the Respondent that the Petitioner conveniently ignores the "*whichever is earlier*" clause in Para 3.9 of the Tariff Order, mandating commissioning within 12 months from the earlier of grant of Stage-II connectivity or charging of evacuation line.

6.2. It is submitted that the contention of the Respondent is denied as it leads to selective interpretation of regulatory framework and is contrary to the plain language and promotional intent of the Connectivity Procedure. It is submitted that the Connectivity Procedure, 2023 is a standalone regulation governing connectivity grants for all renewable energy projects, including hybrids, and was notified prior to the Tariff Order. Clause 10.2(A) of the Connectivity Procedure provides that Stage-II Connectivity grantees shall complete

the dedicated transmission line(s), including required bays, bus-bar at transmission licensee's substation, and generator pooling sub-station(s), within the timeline specified by the State Commission in relevant orders/LOA/LOI/PPA for projects, as applicable from time to time. However, Clause 10.2(C) explicitly provides for commissioning of at least 10% of the allotted capacity within one month of charging of the evacuation line, failing which the grantee shall be liable to pay long-term Transmission Charges for 10% of allotted capacity till such 10% is commissioned, and the balance 90% capacity shall be required to be commissioned within two years, failing which the STU shall cancel the capacity allotment to the extent not commissioned. Further, Clause 10.2(C) of the Connectivity Procedure does not incorporate any "whichever is earlier" stipulation tied to the Stage-II grant date, and the attempt of GETCO to import such a limitation from the Tariff Order is impermissible.

6.3. The Tariff Order at Para 3.9 stipulates the timeline for completion of the entire evacuation line, bays, and metering system within 12 months from the date of transmission capacity allotment i.e., by 29.07.2025. It further provides for commissioning of at least 10% of allotted capacity within one month of evacuation line charging or as per the timeframe stipulated above (12 months from allotment), whichever is earlier, and the balance 90% within 12 months from charging or as per the timeframe stipulated above, whichever is earlier. It is further submitted that the Tariff Order does not override the Connectivity Procedure's explicit 2-year timeline for full commissioning post-charging, as the Connectivity Procedure governs connectivity obligations holistically for all RE projects.

6.4. Clause 10.2(C) of the Connectivity Procedure, 2023 mandates commissioning of at least 10% of allotted capacity within one month of evacuation line charging and the balance 90% within two years. Para 3.9 of the Tariff Order, while introducing a 12-month timeline from allotment, must be harmoniously construed with the Connectivity Procedure 2023, which prevails as the primary regulation for connectivity timelines. The interpretation of GETCO attempts to impose a shorter timeline indirectly, contrary to the principles of statutory interpretation.

6.5. The Applicant/Petitioner has at all times complied with the applicable procedures and has acted in accordance with the prevailing regulatory framework. The Tariff Order dated 22.02.2024 cannot be applied retrospectively to alter the rights and obligations that had already crystallized under the Connectivity Procedure dated 07.01.2023.

6.6. It is the settled principle of law, as held in PTC India Ltd. v. Central Electricity Regulatory Commission, (2010) 4 SCC 603, is that subordinate legislation or orders cannot have retrospective effect unless expressly provided. In the present case, no such retrospective application is contemplated or permissible.

6.7. It is submitted that even if the Tariff Order dated 22.02.2024 is considered, it stipulates commissioning of the balance 90% capacity within one year of charging of the evacuation line, which would extend the deadline to 21.01.2026. The Respondent's calculation of 29.07.2025 (12 months from the date of allotment of transmission capacity) as the earlier date, when the evacuation line was charged much later on 22.01.2025, leads to an unworkable and absurdly short commissioning period of approximately four months from the

charging of the evacuation line. This interpretation defeats the very purpose of providing reasonable timelines for project development.

6.8. It is further submitted that the Connectivity Procedure, 2023 is a delegated legislation framed under the express authority of the GERC (Terms and Conditions of Intra-State Open Access) Regulations, 2011, and has been duly approved by this Hon'ble Commission. It is a settled principle of law in PTC India Ltd. v. Central Electricity Regulatory Commission, (2010) 4 SCC 603; and State Load Despatch Centre v. Gujarat Electricity Regulatory Commission, 2015 SCC OnLine APTEL 50, that delegated legislation, once validly made and approved, has the force of law and is binding on all stakeholders, including this Hon'ble Commission itself.

6.9. The Tariff Order dated 22.02.2024 is a quasi-judicial order regulating the commercial aspects of procurement of power from hybrid projects and does not, and cannot, override the specific provisions of the Connectivity Procedure 2023, which is a delegated legislation specifically governing the technical and procedural aspects of grid connectivity, including commissioning timelines. The Hon'ble Supreme Court in JK Cotton Spinning & Weaving Mills Co. Ltd. v. State of Uttar Pradesh, AIR 1961 SC 1170, has categorically held that where there is a conflict between a general provision and a specific provision, the specific provision prevails. The Connectivity Procedure, being a special and specific regulation for connectivity, must prevail over the general provisions of the Tariff Order in matters relating to commissioning timelines. The Connectivity Procedure 2023 being a specific delegated legislation governing connectivity matters, explicitly provides for a two-year period from the date of charging of the evacuation line for commissioning the balance 90% capacity. Since

the evacuation line was charged on 22.01.2025, this sets the commissioning deadline as 21.01.2027.

6.10. The contention of the Respondent on the Tariff Order as being "subsequent" to the Connectivity Procedure 2023 is misplaced. It is submitted that the mere fact of subsequent issuance does not *ipso facto* result in the implied repeal or overriding of the earlier delegated legislation, unless there is an express provision to that effect or an irreconcilable conflict. In the present case, the Tariff Order itself recognizes and incorporates the applicability of the Connectivity Procedure 2023 for connectivity-related matters.

6.11. The contention of the Respondent that the Connectivity Procedure refers to timelines "as per Tariff Orders" is selective and ignores the clear language of the Connectivity Procedure 2023.

6.12. The Connectivity Procedure 2023 stipulates a two-year period from the date of charging of the evacuation line for commissioning of the balance 90% capacity. The Tariff Order, at best, provides an alternative timeline of one year from the date of charging of the evacuation line, but does not override the specific provision of the Connectivity Procedure, which is binding on the Projects.

6.13. The Hon'ble Supreme Court in Nathi Devi v. Radha Devi Gupta, (2005) 2 SCC 271, has held that every part of a statute or regulation must be given effect to and redundancy must be avoided. The interpretation advanced by the Respondent would render the specific commissioning timeline in the Connectivity Procedure 2023 otiose, which is impermissible in law. The principle of harmonious construction dictates that all provisions of a statute or regulation must be read

together to give effect to each part, avoiding any interpretation that renders a part otiose. It is a settled principle of law that every effort should be made to reconcile the two provisions so as to advance the object of the enactment. [CIT v. Hindustan Bulk Carriers [2003] 259 ITR 449 (SC)].

6.14. It is submitted that the contention of the Respondent being that the Applicant/Petitioner is required to commission the entire capacity by 29.07.2025, calculated as one year from the date of grant of Stage-II connectivity, is contrary to both the Connectivity Procedure 2023 and the Tariff Order, both of which link the commissioning timeline to the date of charging of the evacuation line, not the date of grant of connectivity. The communications issued by the Respondent including the grant of connectivity letters, explicitly require the Applicant/Petitioner to abide by the terms and conditions of the Connectivity Procedure, thereby estopping the Respondent from now contending otherwise.

6.15. It is submitted that even if considering the "*whichever is earlier*" clause, it is submitted that the Applicant/Petitioner's interpretation is in consonance with the plain language of the relevant clauses and the intent of the regulatory framework. The "*whichever is earlier*" clause must be read harmoniously with the overall scheme of the Connectivity Procedure 2023 and the Tariff Order, and cannot be interpreted in a manner that defeats the purpose of promoting renewable energy projects of imposes unreasonable hardship on the Petitioner. The Hon'ble Supreme Court in DDA v. Joint Action Committee, Allottee of SFS Flats, (2008) 2 SCC 672, has held that interpretation of contractual and statutory provisions must be purposive and not lead to absurd results.

6.16. It is the contention of the Respondent that Gujarat Renewable Energy Policy, 2018 and Gujarat Renewable Energy Policy, 2023 are irrelevant as connectivity was granted post 2023 Policy and Tariff Order.

6.17. It is submitted that the policies form the backbone of the regulatory regime and provide the necessary context for the grant of connectivity and other approvals. The Petitioner's project was conceptualized and initiated under the framework of the 2018 Policy, and the subsequent 2023 Policy and thus, the Tariff Order cannot be applied in isolation or to the exclusion of the earlier policy framework. The Hon'ble Supreme Court in Shree Sidhbali Steels Ltd. v. State of Uttar Pradesh, (2011) 3 SCC 193, has recognized the importance of policy continuity and the legitimate expectations of stakeholders.

6.18. The interpretation of Respondent GETCO vide its letter does not align with the provisions of Connectivity Procedure and the Tariff Order as it is not possible to complete the evacuation infrastructure and commission the Project within 12 months from allocation of transmission capacity. The evacuation line of the Applicant/Petitioner was charged on 22.01.2025 entitling the Applicant/Petitioner to commission by 21.01.2027. Thus, the directions issued by Respondent GETCO vide its letter dated 13.06.2025 demanding commissioning by 29.07.2025 is ultra vires the Connectivity Procedure.

6.19. It is submitted that the Respondent acknowledges that both the Connectivity Procedure 2023 and the Tariff Orders have been "*passed by the Hon'ble Commission*." This admission reinforces the Applicant/Petitioner's argument that both are binding instruments. The Respondent, GETCO, as a statutory entity, is bound by the

regulations and orders of the Hon'ble Commission. The Hon'ble Supreme Court in PTC India Ltd. v. Central Electricity Regulatory Commission, (2010) 4 SCC 603, emphasized that law comes into existence not only through legislation but also by regulation and litigation. Laws from all three sources are binding.

6.20. The Respondent's attempt to impose a timeline of 29.07.2025, which is not clearly and unambiguously derived from a harmonious reading of the Connectivity Procedure 2023 and Tariff Order, amounts to an arbitrary imposition that goes against the binding nature of the Commission's own pronouncements. The Applicant/Petitioner has consistently relied on the timelines provided in the Connectivity Procedure 2023 and, alternatively, the Tariff Order, both of which grant a significantly longer period than that asserted by GETCO in its letter dated 13.06.2025.

6.21. It is the contention of the Respondent that it has preferred before this the Commission bearing Petition No. 2490 of 2025 for amendment to Tariff Order dated 22.02.2024, which may have implication on the timelines.

6.22. The pendency of Petition No. 2490 of 2025 before the Commission, as referred to by the Respondent, has no bearing on the merits or maintainability of the present Petition. The present Petition is filed by the Petitioner seeking specific reliefs in respect of extension of time for commissioning of its own project capacity, based on facts, events, and circumstances unique to the Petitioner's project. The present Petition is a fact-specific adjudication concerning the Applicant/Petitioner's project, based on the Tariff order of the commission, the unforeseen and uncontrollable events suffered, and

the reliefs sought on that basis. Unforeseen reasons are akin to force majeure events when the project developer is not able to either complete the transmission network or 10% of the project as envisaged in the policy or commission order.

6.23. It is a settled principle of law in State of Uttar Pradesh v. Jeet S. Bisht, (2007) 6 SCC 586; and State of Haryana v. Chanan Mal, (1977) 1 SCC 340 that the pendency of a general or policy-related petition does not preclude or bar the adjudication of individual, project-specific disputes or applications for relief, especially where the facts and equities of the case require urgent and individualized consideration.

6.24. It is submitted that the present Petition does not seek to challenge the validity of any regulations, order, or policy in rem, but only seeks the exercise of the Commission's statutory and regulatory powers to grant extension of time in the peculiar facts and circumstances of the Applicant/Petitioner's project, the pendency of Petition No. 2490 of 2025 cannot be a ground to delay or deny consideration of the present Petition.

6.25. The Commission, in exercise of its powers under Section 86(1)(f) of the Electricity Act, 2003, is fully competent to adjudicate upon disputes between licensees and generating companies on a case-to-case basis, and the pendency of any other petition does not operate as a bar to such adjudication.

6.26. It is the contention of the Respondent that there is no regulatory vacuum and Connectivity Procedure, 2023 was in force. It is contended that doctrine of legitimate expectation is not applicable as at the time of the participation of the bid and the application for connectivity, the

Draft Connectivity Procedure, 2024 did not exist. Further, it has been contended by the Respondent that Draft Connectivity Procedure 2024. It is submitted that the contention of the Respondent is denied as it leads to selective interpretation of regulatory framework.

6.27. It is submitted that the Respondent's contention of no regulatory vacuum is a misrepresentation of the factual and legal position. The Connectivity Procedure 2023, while in force, failed to address the evolving needs of renewable energy projects, particularly the Applicant/Petitioner's justified request to modify the connectivity purpose from third-party sale to GUVNL/DISCOM allocation. The approval of the Draft Connectivity Procedure 2024 as the Procedure for Grant of Connectivity to Projects Based on Renewable Energy Sources to Intra-State Transmission /Distribution System, 2025 on 04.08.2025 explicitly bridges this gap, providing a framework that accommodates such changes. The Applicant/Petitioner reasonably anticipated this procedural evolution, given the issuance of the Draft Connectivity Procedure 2024 in September 2024, and its subsequent approval aligns with the urgent necessity to adapt to changing project circumstances, as supported by judicial precedents cited below.

6.28. The Respondent's argument that no regulatory vacuum existed because the Connectivity Procedure 2023 barred changes in purpose is a narrow interpretation. The absence of a mechanism to transition projects from third-party sale to DISCOM allocation, especially when the physical infrastructure remains unchanged, is a regulatory gap. This gap hindered optimal utilization of RE projects and transmission infrastructure, a concern that Clause 4.6 of the Connectivity Procedure 2025 aims to rectify.

6.29. The Respondent's attempt to dismiss the relevance of judicial precedents cited by the Applicant/Petitioner is equally untenable. The legal position, as consistently upheld by the Hon'ble Supreme Court, recognizes the legitimacy of applying draft regulations in situations of administrative or regulatory vacuum, particularly where adherence to outdated norms would frustrate substantive justice. In Abrahim Jacob v. Union of India (1998) 4 SCC 65, the Court upheld the application of draft service rules to prevent administrative paralysis in the absence of finalized norms. Similarly, in Vimal Kumari v. State of Haryana (1998) 4 SCC 411, it was held that where no express statutory prohibition exists, reliance upon draft rules is permissible. The principle was further reinforced in D. Raghu v. R. Basaveswarudu AIR Online 2020 SC 181, wherein the Hon'ble Court observed that draft procedures may supplement, and not necessarily conflict with, existing frameworks. The Appellate Tribunal in Chhattisgarh Cement Manufacturers' Association, Raipur v. Chhattisgarh State Electricity Board (2007) ELR (APTEL) 1021 also acknowledged the interpretative and evidentiary value of draft instruments in guiding regulatory conduct when finalized norms are inadequate. These authorities collectively demonstrate that the Applicant/Petitioner's reliance upon the Draft Connectivity Procedure 2024 during the transitional phase was not only lawful but entirely consistent with settled jurisprudence.

6.30. It is submitted that the doctrine of legitimate expectation is squarely attracted in the present case. Upon the publication of the Draft Connectivity Procedure 2024, the Applicant/Petitioner had a reasonable and legitimate expectation that its provisions particularly Clause 4.6, which permits RE developers with existing connectivity to

apply under the DISCOM RE bid/ RE power supplied to DISCOM before or after commissioning of the RE projects, would be adopted following public consultation. The Applicant/Petitioner's decision to await finalization of the Procedure, therefore, was prudent and consistent with regulatory good faith. The Hon'ble Supreme Court in Manoj v. State of Madhya Pradesh (1999) 3 SCC 715 held that mere delay in adopting draft rules cannot prejudice the rights of parties who act in reliance upon them. The Petitioner's anticipation was duly vindicated when the Draft Connectivity Procedure 2024 was formally approved as the Connectivity Procedure 2025 on 04.08.2025. Consequently, the Respondent's assertion that the Applicant/Petitioner assumed a commercial risk is wholly misconceived, rather, the Applicant/Petitioner exercised due caution in the face of acknowledged regulatory transition. The Connectivity Procedure 2025, under Section 2.2(i)(b), applies to pending applications as of its approval date, and the Applicant/Petitioner's request for extension post-modification falls within this ambit, contrary to the Respondent's narrow interpretation.

6.31. While the applicability of Clause 2.2 of the Connectivity Procedure 2025 states it applies to new applications or pending applications, the spirit and intent of Clause 4.6, which aims to facilitate seamless integration of RE projects into the DISCOM grid, should be considered for projects already in transition. The Applicant/Petitioner's 5.5 MW project, transitioned to a 370 MW GUVNL allocation, relies on the existing GETCO connectivity. Denying the benefit of Clause 4.6 due to a strict interpretation of the applicability clause would lead to an inequitable outcome, frustrating the objectives of RE promotion and optimal grid utilization.

6.32. The Respondent's contention that the Applicant/Petitioner failed to approach the Commission or GETCO for formal approval of the change in purpose is misleading. The Applicant/Petitioner promptly informed GETCO following the decision to transition to GUVNL/DISCOM allocation and initiated formal communications by letters dated 30.06.2025, 14.07.2025 and 19.08.2025, in conformity with the procedural timelines envisaged in the Draft Connectivity Procedure 2024. The letter dated 19.08.2025 specifically invokes Clause 4.6 of the approved Connectivity Procedure 2025, requesting approval for the change from "third-party sale" to "sale to DISCOM". The GETCO letter dated 13.06.2025, which unilaterally imposed a commissioning deadline of 29.07.2025 under threat of bank guarantee invocation, was issued without prior consultation and contrary to the evolving regulatory position. The Applicant/Petitioner was thus compelled to act under duress of forfeiture despite the known procedural ambiguity. Moreover, the Respondent's reliance on the third-party sale agreement with M/s Gujarat Polyfilms Pvt. Ltd. for 4.5 MW is irrelevant, as the 370 MW GUVNL Power Purchase Agreement dated 10.10.2024 subsequently executed superseded this arrangement in scope, scale, and intent, necessitating the corresponding reconfiguration of connectivity at the 220 KV Vagra Substation.

6.33. The Respondent's attempt to artificially separate the Applicant/Petitioner's 5.5 MW Stage-II connectivity at Vagra from the 370 MW GUVNL PPA is a deliberate distortion of facts. The connectivity granted vide letter dated 30.07.2024 was issued with an implicit understanding of potential purpose changes, a fact now explicitly recognized in the finalized regulatory framework. Clause 4.6 of the Connectivity Procedure 2025 expressly enables RE developers

with existing connectivity to apply under the DISCOM RE bid / RE power supplied to DISCOM before or after commissioning of the RE projects. The Respondent's insistence on adherence to the earlier deadline of 29.07.2025 overlooks both the procedural evolution and the legitimate operational challenges faced by the Petitioner, including delays in land acquisition and disruptions in equipment supply-factors demonstrably beyond its control.

6.34. It is a canon of interpretation that the law must be construed as it stands, and not as one may desire it to be. When the intent of the legislature or regulatory authority is clear, it must be given full effect. This principle, reaffirmed in Tarlochan Singh v. DDA 1996 SCC OnLine Del 687 and Umar v. Ashok 2002 SCC OnLine MP 65, mandates that no extraneous construction may override the plain text of the statute or regulation. In the present case, the Connectivity Procedure 2025 explicitly governs pending applications and permits modification of connectivity purpose with extended timelines. The Applicant/Petitioner's actions thus fall squarely within the framework of the now-finalized regulatory regime, entitling it to the reliefs sought before Commission.

6.35. The Respondent's argument that the Commission's inherent powers under the Conduct of Business Regulations are merely procedural and cannot affect substantive rights is a restrictive interpretation that fails to appreciate the broad mandate of a regulatory body like the Commission. Section 86(1)(e) of the Electricity Act 2003 explicitly empowers the Commission to promote generation of electricity from renewable sources of energy. Regulation 85 of the Gujarat Electricity Regulatory Commission (Conduct of Business) Regulations 2004 explicitly grant the Commission inherent power to make such orders

as may be necessary for ends of justice or to prevent the abuse of the process of the Commission and to extend or abridge the time prescribedfor sufficient reason.

6.36. It is submitted that in the present case, granting an extension of time is not creating a new substantive right but is a procedural relief necessary to ensure substantive justice and to further the statutory objective of promoting renewable energy.

6.37. GETCO, as the State Transmission Utility, has a statutory obligation under Section 39 of the Electricity Act 2003 to ensure the development of an efficient, coordinated system of intra-state transmission lines for smooth flow of electricity from a generating company. Furthermore, Section 86(1)(e) places an obligation on the Commission to promote renewable energy, an objective that GETCO, as an instrumentality of the state, must also uphold.

6.38. It is the contention of the Respondent that there can be "*cannot be any general consideration of promotion of renewable energy*" is contrary to the overarching policy objectives of the Electricity Act 2003 and various state and national RE policies. When there is ambiguity in timelines or a new policy direction emerges (like Clause 4.6), GETCO should act in furtherance of the broader policy objective of RE integration and project commissioning, rather than adopting a rigid and punitive stance that could lead to the encashment of Bank Gauarantees and cancellation of connectivity for a project that has made substantial progress. Such actions would be counterproductive to the state's renewable energy goals.

6.39. It is settled principle of law that the Hon'ble Supreme Court in Hindustan Zinc Ltd. v. Rajasthan Electricity Regulatory Commission, (2015) 12 SCC 611, has held that the regulatory commissions are required to balance the interests of all stakeholders and to promote the objectives of the Electricity Act, including the promotion of renewable energy.

6.40. The Respondent's strict adherence to the Connectivity Procedure 2023 and Hybrid Tariff Order No. 1 of 2024, without considering unforeseen delays, is unjust. The Petitioner's status as a renewable energy project should not exempt it from compliance but should encourage a balanced approach that supports renewable energy goals. The lack of detailed justification for delays, as claimed by GETCO, is addressed by the Applicant/Petitioner's ongoing efforts and the necessity to adapt to changed circumstances, which were beyond its control.

6.41. The Respondent's assertion of an absence of regulatory ambiguity is erroneous and misleading. The Connectivity Procedure 2023, though operative at the relevant time, was evidently inadequate in addressing the evolving requirements of renewable energy developers, particularly with respect to modification of connectivity purpose from third-party sale to allocation under GUVNL/DISCOM. The issuance of the Draft Connectivity Procedure 2024 in September 2024 and its subsequent approval as the Connectivity Procedure 2025 on 04.08.2025 unequivocally demonstrate that a regulatory vacuum did exist during the intervening period. The finalized Applicant/Petitioner now expressly provides for the very scenario faced by the Applicant/Petitioner namely, modification of connectivity purpose and resetting of timelines. Accordingly, the Applicant/Petitioner's

conduct in awaiting regulatory clarity was both reasonable and bona fide. The delay in commissioning, therefore, stands justified as having arisen out of regulatory uncertainty beyond the Applicant/Petitioner's control.

6.42. It is submitted that the Petitioner notified GETCO of its intent to transition to GUVNL allocation vide letter dated 14.07.2025, well before the SCOD of 29.07.2025, demonstrating diligent and timely action. The Respondent's reliance on the Connectivity Procedure 2023's restriction on purpose change is outdated, as the approved Connectivity Procedure 2025 supersedes it, providing a clear legal basis for the Applicant/Petitioner's actions.

6.43. The Applicant/Petitioner has demonstrated significant and bona fide progress towards commissioning the project, including completing the wind mast order, Wind Resource Assessment (WRA), land acquisition, placing orders for wind turbine and solar modules, and crucially, charging the evacuation infrastructure by 22.01.2025. These actions clearly indicate the Petitioner's commitment to the project.

6.44. The Respondent's assertion that the Applicant/Petitioner's actions are an “afterthought” is unfounded. The Applicant/Petitioner participated in the GUVNL bid and secured the PPA on 10.10.2024, demonstrating a clear intent to align with the state's RE procurement goals. The communication seeking modification of connectivity purpose was made on 14.07.2025, highlighting the transition to the GUVNL PPA and citing the pending finalization of Clause 4.6. The “unforeseen reasons” for seeking an extension include the regulatory uncertainty surrounding the conversion of connectivity purpose and the delay in formalizing Clause 4.6, which was a novel regulatory mechanism. The

Petitioner could not have unilaterally altered the connectivity purpose without a clear regulatory framework.

6.45. The fact that the connectivity at Vagra was initially for third-party sale does not negate the Applicant/Petitioner's bona fide intent to transition it to the GUVNL PPA, especially when the physical infrastructure remains the same and the new policy (Clause 4.6) explicitly allows such transitions. The Applicant/Petitioner's actions are consistent with adapting to evolving policy landscapes to ensure project viability and contribution to the state's renewable energy targets.

6.46. The Applicant/Petitioner's actions reflect an unassailable commitment to project completion under evolving regulatory and supply chain constraints. The Respondent's allegations of non-compliance and delay are untenable, and the Commission is urged to recognize the Applicant/Petitioner's bona fide conduct, grant the requested extension to 21.01.2027 or at least 21.01.2026, and restrain the encashment of the bank guarantee.

7. The Applicant/Petitioner on 18.04.2026 submitted the written submission reiterating the submissions as per above para and further submitted as under:

7.1. The Applicant/Petitioner has filed the present Petition seeking an extension of time period of 6 months from the date of the order of the Commission for commissioning of its 5.5 MW Wind-Solar Hybrid power project located at Taluka: Vagra, District: Bharuch, Gujarat, due to unforeseen and uncontrollable events beyond the control of the Applicant/Petitioner. The Project was initially for third-party sale,

which was subsequently allocated to Gujarat Urja Vikas Nigam Limited (GUVNL) under a competitive bidding process for DISCOM supply.

7.2. The Petition was listed for hearing on 26.02.2026 before the Commission. On the date of hearing, the Commission was apprised of certain developments undertaken by the Applicant/Petitioner towards completion of the Project. After hearing the submissions of the parties, Commission directed the Applicant/Petitioner to file Written Submissions detailing the legal submissions. The Applicant/Petitioner filed the Written Submissions, pursuant to the daily order issued by Commission dated 07.04.2026 in the captioned Petition.

7.3. The Applicant/Petitioner has made significant progress towards commissioning. However, the connectivity could not be aligned with the 370 MW Hybrid PPA dated 10.10.2024 due to the expiry of the contractual window for change of location/interconnection point under the said PPA, which was directly caused by the pendency of the instant Petition before the Commission.

7.4. Schedule 3 of the 370MW PPA dated 10.10.2024 contained a critical contractual stipulation, which provided as under:

> *"If the HPD chooses to declare the location/sub-station details upfront at the time of signing of PPA, the HPD may be allowed to change the location(s), interconnection point(s) or configuration as on 12 months after the Effective Date of PPA."*

7.5. It is submitted that the 12-month window, which was the sole contractual mechanism to modify the interconnection point to align with the 5.5 MW Project's connectivity, for effecting any change in

location, interconnection point, or configuration expired on 10.10.2025. At the material time when the said window was subsisting, the instant Petition seeking extension due to impact by unforeseen events was pending adjudication before the Commission. The pendency precluded the Applicant/Petitioner from obtaining the requisite regulatory approval for modification within the contractual timeline stipulated in the 370 MW Hybrid PPA.

7.6. It is submitted that faced with the imminent expiry of the contractual window and the consequent risk of stranding a valuable, fully developed connectivity asset, the Applicant/Petitioner acted with commercial prudence and in fulfillment of its duty to mitigate losses. In the absence of timely approval, the Applicant/Petitioner became estopped from utilizing the existing GETCO connectivity at 220 kV Vagra for the 370 MW Hybrid PPA. Consequently, the Applicant/Petitioner has been constrained to repurpose the said connectivity for a separate and independent Power Purchase Agreement executed with GUVNL on 04.11.2025 for 150 MW Wind Power Project (Phase-IX).

7.7. It is submitted that this transition was not a matter of choice but a necessary step compelled by circumstances beyond the Applicant/Petitioner's control, primarily the procedural delay in the adjudication of the present matter. This action demonstrates the Applicant/Petitioner's unwavering commitment to contributing to the renewable energy capacity of Gujarat and ensuring the optimal utilization of the State's transmission infrastructure. The Applicant/Petitioner has therefore been left with no option but to utilize the connectivity for the Alternative PPA while seeking

extension of time for commissioning of the 5.5 MW capacity under the present Petition.

7.8. The Applicant/Petitioner has faced a series of unforeseen and uncontrollable events that materially delayed in the execution of the Project. The events fall squarely within the scope of "unforeseen reasons" as contemplated under Clause 10.2(C) of the Connectivity Procedure and the express extension provision introduced by Commission in the amended Order No. 1 of 2024 dated 21.01.2026 (Petition No. 2490 of 2025), which permits developers to approach the Commission for extension in case of unforeseen reasons. These events were beyond the control of the Applicant/Petitioner and could not have been mitigated despite reasonable and diligent efforts.

7.9. The applicability of Clause 2.2 of the Connectivity Procedure 2025 states it applies to new applications or pending applications, the spirit and intent of Clause 4.6, which aims to facilitate seamless integration of RE projects into the DISCOM grid, should be considered for projects already in transition. The Applicant/Petitioner's 5.5 MW project, transitioned to a 150 MW GUVNL allocation, relies on the existing GETCO connectivity. Denying the benefit of Clause 4.6 due to a strict interpretation of the applicability clause would lead to an inequitable outcome, frustrating the objectives of RE promotion and optimal grid utilization.

7.10. The issuance of the Draft Connectivity Procedure, 2024 in September 2024 introduced Clause 4.6, which for the first time permitted RE developers having available connectivity with STU/DISCOM grid to apply under DISCOM RE bids before or after commissioning. The Applicant/Petitioner reasonably relied upon this provision and

submitted its comments on 22.09.2024. The formal notification of the Connectivity Procedure, 2025 on 04.08.2025 and the Applicant/Petitioner's immediate invocation of Clause 4.6 on 19.08.2025 created a legitimate expectation that the existing connectivity could be transitioned without forfeiture. The pendency of the present proceedings prevented timely modification, leading to the expiry of the 12-month window under the 370 MW Hybrid PPA and the consequent repurposing to the Alternative PPA. Such regulatory uncertainty and delay in finalization squarely constitute unforeseen reasons warranting extension.

7.11. The Applicant/Petitioner has demonstrated significant and bona fide progress towards commissioning the project, including completing the wind mast order, Wind Resource Assessment (WRA), land acquisition, placing orders for wind turbine and solar modules, and crucially, charging the evacuation infrastructure by 22.01.2025. These actions clearly indicate the Petitioner's commitment to the project. The Petitioner has invested substantial capital in the Project, including procurement of all materials, execution of Connection Agreements, payment of supervision charges, and furnishing of Bank Guarantees aggregating Rs.55,00,000/-.

7.12. The Hon'ble Supreme Court of India in M.P. Power Management Co. Ltd. v. Renew Clean Energy Pvt. Ltd., (2018) 6 SCC 157, held that where substantial investments have been made and project progress is evident, delays should not defeat commissioning, as it would cause irreparable loss and undermine the objective of encouraging renewable power generation under public policy. The ratio squarely applies i.e. the revocation of connectivity or encashment of Bank Guarantees at this juncture would strand significant investments

would render operational capacity idle, and frustrate renewable energy addition.

7.13. It is submitted that any coercive action would not only inflict grave financial prejudice on the Applicant/Petitioner, including disruption of debt servicing obligations to lenders, but also entail avoidable regulatory and economic loss to the State of Gujarat. The Project is contributing to Gujarat's Renewable Purchase Obligation targets and national clean energy goals. Interruption at this advanced stage would be disproportionate, inequitable, and contrary to the promotional mandate under Section 86(1)(e) of the Electricity Act, 2003, and the Gujarat Renewable Energy Policy, 2023.

7.14. It is submitted that in the larger public interest of promoting hybrid renewable generation, ensuring energy security, and upholding regulatory certainty, Commission is urged to take cognizance of the Project's status and restrain disconnection, revocation of connectivity, or any coercive measures. The Petitioner undertakes to complete the remaining works expeditiously upon restoration of site accessibility, aligning with principles of equity and proportionality.

7.15. It is submitted that by securing the Alternative PPA, the Applicant/Petitioner fulfilled its common law duty to mitigate potential losses that would have arisen from completely stranded connectivity asset. This action serves the interests of all stakeholders, including GETCO and the state grid, by ensuring that the infrastructure is productively utilized for evacuating renewable power.

7.16. It is submitted that granting the requested extension and permitting the use of the connectivity for the Alternative PPA causes no prejudice

whatsoever to the Respondent, GETCO. The technical parameters of the connectivity remain unchanged, the infrastructure is being used for its intended purpose, and GETCO's financial interests continue to be secured by the valid Bank Guarantee. The alternative, a stranded asset, benefits no one and is contrary to the public interest.

7.17. The Respondent GETCO is under an obligation to promote flow of renewable energy and also under an obligation to not let renewable energy get stranded. Recognizing these obligations, GETCO in good faith allowed the Applicant/Petitioner to use its bay. For unforeseen reasons, the Applicant/Petitioner is unable to complete the entire Project capacity, therefore there is no change in circumstances from the date of the allowance of the connectivity till today.

7.18. The Applicant/Petitioner must not be punished for circumstances which were not in the control of the Applicant/Petitioner and every effort possible was made to construct such permanent bay in time. That in the interest of equity, the access to the temporary bay must be extended in order to ensure that the Applicant/Petitioner does not suffer even after acting in a bona-fide manner.

7.19. It is submitted that the present case stands on a footing wherein the prima facie case is clearly made out in favour of the Applicant/Petitioner. The balance of convenience also lies in maintaining *status quo*, since revocation or encashment of the Bank Guarantees amounting to approximately Rs. 55 lakhs would result in the stranding of renewable assets and directly undermine the statutory objectives enshrined under Section 86(1)(e) of the Electricity Act, 2003. Further, no prejudice would be caused to the Respondent, GETCO, as the Bank Guarantees in question are duly

extendable. It is further submitted that the Applicant/Petitioner would suffer irreparable injury in the event of encashment, in light of the principles laid down by the Hon'ble Supreme Court in Dorah Cawasji Warden v. Coomi Sorab Warden, (1990) 2 SCC 117, thereby justifying the grant of relief in favour of the Applicant/Petitioner.

Commission Analysis:

8. Heard the parties. The present Petition has been filed by the Applicant/Petitioner under Section 86 (1) (c) (e) and (f) of the Electricity Act, 2003 read with Regulations 80 and 85 of the GERC (Conduct of Business) Regulations, 2004, *inter-alia* seeking an extension of six months from the date of pronouncement of this Order by the Commission for commissioning of the entire project capacity of 5.5 MW Hybrid Project, on account of delays allegedly caused by unforeseen events beyond the control of the Applicant/Petitioner. The Applicant/Petitioner has also prayed for a direction to the Respondent not to revoke the connectivity or encash the Bank Guarantee till the pronouncement of this Order.

9. The Commission has carefully considered the pleadings filed by the parties, documents placed on record, oral submissions advanced during the course of hearing as well as the applicable provisions of the Electricity Act, 2003, the GERC (Terms and Conditions of Intra-State Open Access) Regulations, 2011, the Detailed Procedure dated 07.01.2023 and 04.08.2025 for Grant of Connectivity to Projects based on Renewable Energy Sources to the Intra-State Transmission System and relevant Orders.

10. The undisputed facts between the parties are as under:

10.1. The Ministry of New & Renewable Energy vide notification No. 238/78/2017-Wind dated 14.05.2018 notified National Wind Solar Hybrid Policy (National WSH Policy).

10.2. The Government of Gujarat (GOG) issued Gujarat Wind-Solar Hybrid Policy 2018 on 20.06.2018. The Gujarat WSH Policy 2018 was effective for a period of 5 years from the date of its issuance.

10.3. On 07.01.2023, the Commission approved the Procedure for grant of connectivity to Renewable Energy projects.

10.4. The Commission had issued Tariff Order No. 1 of 2024 dated 22.02.2024 for Tariff framework for procurement of power by distribution licensees and others from Wind – Solar Hybrid projects for the State of Gujarat.

10.5. The Applicant/Petitioner is developing a 5.5 MW Wind-Solar Hybrid Power Project, Taluka Vagra, District Bharuch, Gujarat, under the third party sale mode.

10.6. Further, the Applicant/Petitioner on 21.06.2024 applied for Stage-I and Stage-II grid Connectivity for evacuation of 5.5 MW Hybrid power at GETCO 220kV Vagra substation.

10.7. The Applicant/Petitioner has submitted the Bank Guarantee dated 20.06.2024 of amount of Rs. 55,00,000/- (Fifty Five Lakh Only) issued by SBI Bank to GETCO which is expiring on 31.03.2026 with claim period until 31.03.2027.

10.8. The Applicant/Petitioner has been granted Stage-I and Stage-II Connectivity on 30.07.2024.

10.9. The Respondent GETCO has issued the provisional estimate of supervision charges on 16.08.2024 for erection of 66 KV feeder bay for evacuation of 5.5 MW Hybrid power and the said estimate was paid by the Applicant/Petitioner on 10.09.2024.

10.10. The connection agreement was executed between the Respondent, GETCO and the Applicant/Petitioner on 13.09.2024 for establishing connectivity of 5.5 MW Hybrid Power project, at 66 kV Voltage level of 220kV Vagra Substation of GETCO.

10.11. Further, the charging permission was issued by GETCO on 22.01.2025 for charging of 66kV feeder bay at 220kV Vagra substation along with associated equipments at GETCO substation and commissioning of associated equipment of GETCO.

11. Based on the pleadings, submissions, and records placed before the Commission, the following issues arise for consideration:

11.1. Clarity on the timelines for commissioning of the power project.

11.2. Request of the Petitioner for change of purpose of transfer of connectivity.

12. Now, we deal with the issues one by one which are under dispute between the parties as under.

13. We note that the Procedure for Grant of Connectivity, 2023 provides timelines for completion of evacuation infrastructure and commissioning of generation capacity in two stages. It further stipulates penalties in case of delay in completion of both the evacuation infrastructure and commissioning of the generation capacity. The relevant provisions of the Procedure for Grant of Connectivity, 2023 are reproduced hereunder:

"10.2 (A) Stage-II Connectivity grantees shall require to complete the dedicated transmission line(s) including require bays, bus-bar at transmission licensees substation and generator pooling sub-station(s) etc. within timeline specified by the State Commission in relevant Orders/ LOA/LOI/ PPA for projects, as applicable time to time.

(B) If a grantee fails to complete the dedicated transmission line(s), including require bays, bus-bar at transmission licensees sub-station and/or generator pooling station(s) within the timeline stipulated under sub-Para Clause (A) above, Stage-II Connectivity shall be revoked and BG shall be encashed.

(C) The Stage-II grantee shall commission at least 10% of the allotted capacity within one month of charging of evacuation line, failing which; the Stage-II grantee shall be liable to pay long-term Transmission Charges for 10% of allotted capacity till such 10% of allotted capacity is commissioned. Balance 90% capacity shall be required to be commissioned within two years failing which STU shall cancel the capacity allotment to the extent of capacity not commissioned and the developer shall have no claim on such capacity. Further, STU shall include such cancelled capacity in the list of spare capacity for RE integration to be published on their website for prospective consumers or as per the State Commission's Order, if any"

13.1. We further note that Tariff Order No. 1 of 2024 dated 22.02.2024 for Hybrid Projects stipulates the timeline for commissioning of the entire evacuation infrastructure, including the evacuation line, bays, and metering system. The relevant extract of the said Order is reproduced hereunder:

"3.TARIFF FRAMEWORK, GENERAL PRINCIPLES AND OTHER COMMERCIAL ISSUES

……

3.9 Security Deposit

The Hybrid Power Project Developer shall be required to provide Bank Guarantee @ 10 lakhs per MW to GETCO based on allotment of transmission capacity and in case the developer fails to commission the Hybrid capacity within the time-period mentioned hereunder, GETCO shall encash the Bank Guarantee.

RE Capacity in MW	*Period for commissioning the entire evacuation line along with bays and metering system*
1 MW to 100 MW	*12 months from the date of allotment of transmission capacity*
>100 MW to 200 MW	*15 months from the date of allotment of transmission capacity*
>200 MW to 400 MW	*18 months from the date of allotment of transmission capacity*
>400 MW to 1000 MW	*24 months from the date of allotment of transmission capacity*

The Wind-Solar Hybrid Project Developer shall ensure and prove that the Evacuation System consist of Transmission and /or Distribution System shall be ready prior to SCOD or aforesaid timeframe, whichever is earlier. Failure to it, the project developer is not eligible to get any waiver in Liquidated Damages payable by it, in terms of respective Agreement/ PPA. The Wind-Solar Hybrid Power Project Developer shall commission the project for at least

10% of the allotted capacity within one month of charging the evacuation line or as per timeframe stipulated table above, whichever is earlier, failing which, the Developer shall be liable to pay long-term transmission charges for 10% of the allotted capacity until such 10% of the allotted capacity is commissioned. The balance 90% capacity shall require to be commissioned within one year of charging of evacuation line or as per timeframe stipulated above, whichever is earlier, failing which STU shall cancel the connectivity and Open Access granted, to the extent of capacity not commissioned and the RE developer shall have no claim on such capacity and pay relinquishment charges as determined by the Commission. Further, STU shall include such cancelled capacity in the list of spare available capacity for RE integration to be published on their website for prospective consumers. If the Wind-Solar Hybrid Project Developer (as Generator / Consumer/ Licensee) fails to commission the entire allocated evacuation system along with bays and metering System within stipulated time-period due to unforeseen reasons, they may approach to the Commission seeking for extension of time period. In case of Wind-Solar Hybrid Project set up under competitive bidding route, in that case, the aforesaid provision shall be governed by the provisions of approved bid documents /PPA."

13.2. We note that the Respondent GETCO had filed Petition No. 2490 of 2025 along with an application seeking amendment of, inter alia, the timelines stipulated under Hybrid Tariff Order No. 1 of 2024 dated 22.02.2024. It is further noted that the Commission has passed Order dated 21.01.2026 in Petition No. 2490 of 2025 and has decided the matter.

13.3. We further note the submissions of the Applicant/Petitioner that the Commission, vide Order dated 21.01.2026 passed in Petition No. 2490 of 2025, filed by GETCO seeking relaxation/amendment of the timelines prescribed under Order No. 1 of 2024, amended the said Tariff Order and, *inter-alia*, expressly permitted developers facing "*unforeseen reasons*" to approach the Commission for extension of the commissioning timeline. It is further submitted that the Applicant/Petitioner's case squarely falls within the scope of this enabling provision. The relevant extract of the Order dated 21.01.2026 passed in Petition No. 2490 of 2025 is reproduced hereunder:

"……

22. Based on the foregoing, the Commission decides to grant modification in the timelines for completion of evacuation systems and associated RE generation capacity and also to remove ambiguity related to commissioning of renewable energy projects. The Commission is of the view that allowing such modification in timelines and removal of ambiguity would strike an appropriate balance between renewable energy facilitation and regulatory oversight, without diluting the objective of ensuring expeditious implementation RE projects.

22.1 Accordingly, we decide to substitute the para 2.12.3 and 3.9 of the Order No. 01 of 2024 dated 22.02.2024 with following paragraphs :

" 2.12.3 Analysis and Commission's Ruling

……

The Hybrid Power Project Developer shall be required to provide Bank Guarantee @ ₹ 10 lakhs per MW to GETCO based on allotment of transmission capacity and in case the Developer fails to commission the Hybrid capacity within the time-period mentioned hereunder, GETCO shall encash the Bank Guarantee.

Sr. No.	***RE capacity in MW***	***Period for commissioning the entire evacuation line along with bays and metering system***
1.	*1MW to 100 MW*	*1.5 years from the date of allotment of transmission capacity*
2.	*>100 MW to 200 MW*	*2 years from the date of allotment of transmission capacity*
3.	*>200 MW to 400 MW*	*2.5 years from the date of allotment of transmission capacity*
4.	*>400 MW to 1000 MW*	*3.5 years from the date of allotment of transmission capacity*

The Wind-Solar Hybrid Project Developer shall ensure and prove that the Evacuation System consist of Transmission and /or Distribution System shall be ready prior to SCOD or aforesaid timeframe, whichever is earlier. Failure to it, the project developer is not eligible to get any waiver in Liquidated Damages payable by it, in terms of respective Agreement/ PPA.

The Wind-Solar Hybrid Power Project Developer shall commission the project for at least 10% of the allotted capacity within one month of charging the evacuation line failing which, the Developer shall be liable to pay long-term transmission charges for 10% of the allotted capacity until such 10% of the allotted capacity is commissioned.

The balance 90% capacity shall require to be commissioned within one year of charging of evacuation line failing which STU shall cancel the connectivity and Open Access granted, to the extent of capacity not commissioned and the RE developer shall have no claim on such capacity and pay relinquishment charges as determined by the Commission. Further, STU shall include such cancelled capacity in the list of spare available capacity for RE integration to be published on their website for prospective consumers.

If the Wind-Solar Hybrid Project Developer (as Generator / Consumer/ Licensee) fails to Commission the entire allocated evacuation system along with bays and metering System within stipulated time-period due to unforeseen reasons, they may approach to the Commission seeking for extension of time period.

In case of Wind-Solar Hybrid Project set up under competitive bidding route, in that case the aforesaid provision shall be governed by the provisions of approved bid documents /PPA."

……

"3.9 Security Deposit

The Hybrid Power Project Developer shall be required to provide Bank Guarantee @ Rs. 10 lakhs per MW to GETCO based on allotment of transmission capacity and in case the developer fails to commission the Hybrid capacity within the time-period mentioned hereunder, GETCO shall encash the Bank Guarantee.

Sr. No.	*RE capacity in MW*	*Period for commissioning the entire evacuation line along with bays and metering system*
1.	*1MW to 100 MW*	*1.5 years from the date of allotment of transmission capacity*
2.	*>100 MW to 200 MW*	*2 years from the date of allotment of transmission capacity*
3.	*>200 MW to 400 MW*	*2.5 years from the date of allotment of transmission capacity*
4.	*>400 MW to 1000 MW*	*3.5 years from the date of allotment of transmission capacity*

The Wind-Solar Hybrid Project Developer shall ensure and prove that the Evacuation System consist of Transmission and /or Distribution System shall be ready prior to SCOD or aforesaid timeframe, whichever is earlier. Failure to it, the project developer is not eligible to get any waiver in Liquidated Damages payable by it, in terms of respective Agreement/ PPA.

The Wind-Solar Hybrid Power Project Developer shall commission the project for at least 10% of the allotted capacity within one month of charging the evacuation line failing which, the Developer shall be liable to pay long-term transmission charges for 10% of the allotted capacity until such 10% of the allotted capacity is commissioned.

The balance 90% capacity shall require to be commissioned within one year of charging of evacuation line failing which STU shall cancel the connectivity and Open Access granted, to the extent of capacity not commissioned and the RE developer shall have no claim on such capacity and pay relinquishment charges as determined by the Commission. Further, STU shall include such cancelled capacity in the list of spare available capacity for RE integration to be published on their website for prospective consumers.

If the Wind-Solar Hybrid Project Developer (as Generator / Consumer/ Licensee) fails to commission the entire allocated evacuation system along with bays and metering System within stipulated time-period due to unforeseen reasons, they may approach to the Commission seeking for extension of time period.

In case of Wind-Solar Hybrid Project set up under competitive bidding route, in that case, the aforesaid

provision shall be governed by the provisions of approved bid documents /PPA."

The other terms and conditions of the Order No. 01 of 2024 dated 22.02.2024 shall remain unchanged.

22.2. It is further clarified that the actions already concluded by GETCO/DISCOM under the Clauses 2.12.3 and 3.9 of Order No. 01 of 2024, including cancellation of connectivity or encashment of bank guarantees etc. shall not be reopened.

22.3. It is clarified that the decision of the Commission in the present Order shall not reopen any cases or petitions already decided by the Commission in the subject matter on case-to-case basis prior to issuance of this Order.

22.4. It is clarified that the RE project developers who have been granted connectivity prior to the date of this Order and are under various stage of implementation and yet to be commissioned, shall be governed by this Order.

....."

13.4. We note that Order dated 21.01.2026 in Petition No. 2490 of 2025 specifically stipulates the timeframe provided for completion of evacuation line and clarity provided about commissioning of the RE capacity, applicable to RE projects which are at various stage of commissioning and yet to be commissioned. We note that the timelines prescribed under the Order dated 21.01.2026 in Petition No. 2490 of 2025 effecting the amendments to Tariff Order No. 1 of 2024 dated 22.02.2024 shall be applicable and binding in the present case.

13.5. In view of the above, the Commission grants an extension of 6 months from the date of issuance of this Order for Commissioning of the

Applicant/Petitioner's 5.5 MW Wind – Solar Hybrid Power Project. Further, during the aforesaid extended period, Respondent shall not invoke the Bank Guarantee furnished by the Applicant / Petitioner. Further, GETCO shall also not cancel or revoke the Stage-II connectivity granted to Applicant/ Petitioner. The Applicant/Petitioner shall continue to maintain validity of all Bank Guarantees and shall comply with all applicable technical, commercial and regulatory requirements during the extended period. The Applicant/Petitioner shall submit quarterly progress reports to Respondent and the Commission regarding implementation of the project. It is clarified that failure to achieve commissioning within the extended period granted herein shall entitle GETCO to take action in accordance with the applicable regulations and Orders, subject to any further orders that may be passed by the Commission.

14. Now we deal with the issue on the request for change of purpose of transfer of connectivity.

14.1. We note the submission of the Applicant/Petitioner that the Connectivity Procedure 2023, while in force, failed to address the evolving needs of renewable energy projects, particularly the Applicant/Petitioner's justified request to modify the connectivity purpose from third-party sale to GUVNL/DISCOM allocation. The absence of such a provision created a genuine regulatory gap for renewable energy developers whose projects subsequently became part of competitively bid DISCOM procurement schemes. It is further submitted that recognizing this gap, the Draft Connectivity Procedure, 2024 introduced Clause 4.6, which was ultimately incorporated into the approved Procedure for Grant of Connectivity to Projects based on Renewable Energy Sources to Intra-State Transmission/Distribution

System, 2025 (Connectivity Procedure, 2025) notified on 04.08.2025. The approval of Clause 4.6 demonstrates the regulatory necessity of such a mechanism and validates the Applicant/Petitioner's request for modification of connectivity purpose.

14.2. Further, we note the submission of the Applicant/Petitioner's about reliance upon the Draft Connectivity Procedure, 2024 during the intervening period was neither speculative nor unreasonable. Judicial precedents have consistently recognized that draft regulations and procedures may be relied upon to guide administrative action where existing provisions are inadequate to address emerging situations. It is further submitted that the doctrine of legitimate expectation is squarely attracted in the present case. Upon publication of the Draft Connectivity Procedure, 2024 and the introduction of Clause 4.6, the Applicant/Petitioner had a reasonable expectation that the proposed framework enabling conversion of connectivity purpose would be finalized after completion of the consultative process. Acting in accordance with such expectation, the Applicant/Petitioner awaited regulatory clarity rather than undertaking actions that could subsequently conflict with the evolving framework. This expectation was ultimately vindicated when the Connectivity Procedure, 2025 was notified with substantially similar provisions. Therefore, the delay occasioned by the pending regulatory framework cannot be attributed to any lack of diligence on the part of the Applicant/Petitioner.

14.3. The Applicant/Petitioner's conduct throughout the relevant period remained transparent and bona fide. Upon execution of the Power Purchase Agreement dated 10.10.2024 with GUVNL, the Applicant/Petitioner continuously engaged with Respondent GETCO and communicated its intention to modify the connectivity purpose

from third-party sale to sale under the DISCOM procurement arrangement. Communications dated 30.06.2025, 14.07.2025, and 19.08.2025 clearly conveyed the Applicant/Petitioner's position and sought appropriate approvals in light of the emerging regulatory framework. The Respondent was thus fully aware of the circumstances necessitating modification of connectivity and cannot now contend that the Applicant/Petitioner remained inactive or failed to pursue the matter diligently.

14.4. It is submitted that the Respondent's attempt to distinguish the Applicant/Petitioner's existing 5.5 MW connectivity from the 370 MW GUVNL project is artificial and contrary to the commercial and operational realities of the Project. The proposed change relates only to the purpose of utilization of the connectivity and does not involve any alteration to the physical evacuation infrastructure, connectivity point, or transmission network. The existing connectivity remains integral for evacuation of power under the GUVNL PPA and its utilization promotes efficient use of transmission infrastructure while advancing renewable energy development in the State.

14.5. The Connectivity Procedure, 2025 expressly recognizes and permits modification of connectivity purpose through Clause 4.6. A purposive interpretation of the Procedure, consistent with the objectives of renewable energy promotion and efficient grid utilization, warrants extending its benefit to projects that were already undergoing transition when the Procedure was notified. A rigid interpretation would defeat the very object of the regulatory amendment and result in an inequitable outcome despite the Petitioner's continuous efforts to comply with the evolving regulatory framework.

14.6. It is a settled principle of statutory interpretation that regulatory provisions must be construed in a manner that furthers their object and purpose. The Connectivity Procedure, 2025 now provides the regulatory pathway sought by the Applicant/Petitioner and addresses the very situation that gave rise to the present dispute. Consequently, the Applicant/Petitioner's request for modification of connectivity purpose and consequential extension of time deserves consideration in accordance with the framework presently in force, particularly when the delay arose substantially due to regulatory uncertainty and circumstances beyond the Applicant/Petitioner's control.

14.7. The Applicant/Petitioner has made significant progress towards commissioning. However, the connectivity could not be aligned with the 370 MW Hybrid PPA dated 10.10.2024 due to the expiry of the contractual window for change of location/interconnection point under the said PPA, which was directly caused by the pendency of the instant Petition before the Commission. It is submitted that the 12-month window, which was the sole contractual mechanism to modify the interconnection point to align with the 5.5 MW Project's connectivity, for effecting any change in location, interconnection point, or configuration expired on 10.10.2025. It is further submitted that, faced with the imminent expiry of the contractual window and the consequent risk of stranding a valuable, fully developed connectivity asset, the Applicant/Petitioner acted with commercial prudence and in fulfilment of its duty to mitigate losses. In the absence of timely approval, the Applicant/Petitioner became estopped from utilizing the existing GETCO connectivity at 220 kV Vagra for the 370 MW Hybrid PPA. Consequently, the Applicant/Petitioner has been constrained to repurpose the said connectivity for a separate and

independent Power Purchase Agreement executed with GUVNL on 04.11.2025 for 150 MW Wind Power Project (Phase-IX). The Applicant/Petitioner has therefore been left with no option but to utilize the connectivity for the Alternative PPA while seeking extension of time for commissioning of the 5.5 MW capacity under the present Petition.

14.8. Per contra Respondent submitted that no regulatory vacuum existed, as alleged by the Applicant/Petitioner, since the Connectivity Procedure, 2023 was in force throughout the relevant period and expressly prohibited any change in the purpose of connectivity. The Applicant/Petitioner could not have presumed that the Draft Connectivity Procedure, 2024 would be approved in its existing form or within any particular timeframe. Consequently, reliance on judicial precedents concerning the use of draft rules to address a regulatory vacuum is misplaced. In all the decisions cited by the Applicant/Petitioner, the courts permitted reliance on draft provisions only where no governing framework existed or where there was no conflict with the prevailing legal regime. In the present case, however, the Connectivity Procedure, 2023 was already in force and specifically barred the change sought by the Applicant/Petitioner.

14.9. The doctrine of legitimate expectation is also inapplicable. At the time of participation in the bid process and submission of the connectivity application, the Applicant/Petitioner was fully aware of the provisions of the Connectivity Procedure, 2023, including the restriction on change in the purpose of connectivity. The subsequent issuance of the Draft Connectivity Procedure, 2024 for stakeholder consultation could not create any enforceable expectation that it would be approved in the same form or within a particular period. Any decision taken by the

Applicant/Petitioner in anticipation of a future regulatory amendment was a commercial decision undertaken at its own risk. Therefore, the Applicant/Petitioner's contention that the delay occurred due to circumstances beyond its control is therefore misconceived. The Applicant/Petitioner never approached either GETCO or the Commission seeking approval for a change in the purpose of connectivity and did not raise any issue regarding the alleged regulatory uncertainty until after GETCO issued its communication dated 13.06.2025. Further, despite participating in the GUVNL bid process, the Applicant/Petitioner consciously applied for and obtained connectivity for third-party sale, supported by a power procurement arrangement with a third-party consumer. The connectivity granted for evacuation of 5.5 MW at the Vagra Sub-station was distinct from the Applicant/Petitioner's separate PPA with GUVNL for 370 MW and cannot be retrospectively linked thereto for seeking relaxation of commissioning timelines.

14.10. It is further submitted that neither the Draft Connectivity Procedure, 2024 nor the subsequently notified Connectivity Procedure, 2025 applies to the Applicant/Petitioner's case. Both procedures clearly provide that projects which had already been granted connectivity would continue to be governed by the earlier framework, whereas the revised provisions apply only to fresh applicants or pending applications. Since the Applicant/Petitioner had already been granted Stage-II connectivity on 30.07.2024 and no application was pending thereafter, it cannot claim the benefit of the revised provisions. It is further submitted that without prejudice, even if Clause 4.6 of the Connectivity Procedure, 2025 is considered, the said provision merely enables a connectivity grantee to supply power under a DISCOM

renewable energy procurement arrangement before or after commissioning of the project. It does not waive, suspend, or extend the timelines prescribed under the connectivity approval. Therefore, the Applicant/Petitioner cannot rely upon the subsequent execution of a PPA with GUVNL to alter the nature of the connectivity originally granted or to seek extension of the commissioning period on that basis.

14.11. The Petitioner's request is therefore not merely for "use of the same physical infrastructure". It is a request for change in the regulatory and commercial character of the connectivity. The Commission cannot permit such conversion retrospectively in the guise of granting extension of SCOD. If such conversion is allowed without adherence to the applicable procedure, it would defeat regulatory certainty and may create an inequitable position vis-à-vis other developers who are required to seek connectivity or change in connectivity strictly in accordance with the applicable framework.

14.12. The contention that no prejudice would be caused because the physical evacuation infrastructure remains the same is also not acceptable. Connectivity is not merely a physical bay or line. It is a regulatory permission for injection and evacuation of electricity for an identified project and identified commercial arrangement. Third-party sale and DISCOM sale are distinct commercial arrangements. The change may affect scheduling, accounting, open access treatment, contractual obligations, priority of capacity use, and the rights of other stakeholders. Such change cannot be regularised by implication.

14.13. The Commission also does not accept the contention that the Petitioner had a legitimate expectation that the Draft Connectivity

Procedure would be made applicable to its case. Legitimate expectation cannot arise contrary to an existing binding regulatory framework. It cannot be founded merely on publication of a draft procedure or on submission of comments by the Petitioner. There is no representation by the Commission or GETCO that the Petitioner's third-party sale connectivity would be converted into DISCOM sale connectivity. There can also be no estoppel against a statutory or regulatory framework.

14.14. The Petitioner's reliance on the principle of promotion of renewable energy under Section 86(1)(e) of the Electricity Act, 2003 is noted. The Commission is fully conscious of its statutory obligation to promote generation of electricity from renewable sources. However, promotion of renewable energy cannot be understood as promotion of renewable energy development at the cost of regulatory discipline, transparent access to the transmission system, and compliance with binding procedures. Renewable energy development is a public regulatory objective; it cannot be converted into a ground for granting project-specific relaxation solely to protect the exclusive commercial interest of an individual RE developer.

14.15. The Commission must balance RE promotion with grid discipline, system planning, certainty of regulatory processes, contractual sanctity and equal treatment of similarly situated developers. If an RE developer, after obtaining connectivity for one commercial purpose, is permitted to unilaterally migrate to another commercial purpose on the basis of a subsequent draft or later approved procedure, it would undermine the sanctity of connectivity grants and create uncertainty in the administration of transmission capacity.

14.16. The Petitioner has further contended that it acted bona fide, made substantial progress, charged the evacuation infrastructure and issued communications to GETCO dated 30.06.2025, 14.07.2025 and 19.08.2025 seeking recognition of the changed configuration. The Commission has considered these communications. However, such communications only show that the Petitioner requested change of purpose; they do not amount to approval by GETCO or by the Commission. A request for modification cannot be treated as deemed permission.

14.17. The Petitioner has also contended that the delay in finalisation of Clause 4.6 and pendency of the present Petition affected its ability to align the 5.5 MW connectivity with the GUVNL PPA. This contention cannot be accepted as a ground for retrospective conversion of connectivity. The Petitioner consciously participated in the GUVNL bid and executed the PPA while the existing connectivity was for third-party sale. Such commercial decisions were taken by the Petitioner with knowledge of the prevailing regulatory framework. The commercial risk of structuring a project on an anticipated future regulatory dispensation cannot be shifted to the regulatory framework or to GETCO.

14.18. The contention based on specific provision prevailing over general provision also does not assist the Petitioner. Insofar as commissioning timeline is concerned, the applicable procedure and tariff orders have been considered in Para 13. However, for change of purpose of connectivity, the specific governing framework is the connectivity procedure applicable to the connectivity grant. The Petitioner cannot invoke a later procedure retrospectively and at the same time avoid

the consequences of the procedure under which its connectivity was originally granted

14.19. The Petitioner has also invoked Regulations 80 and 85 of the GERC (Conduct of Business) Regulations, 2004 and the inherent powers of the Commission. The Commission's inherent powers are meant to secure the ends of justice and regulate its proceedings. Such powers cannot be exercised to create substantive rights contrary to the applicable statutory or regulatory framework. Inherent powers cannot be used to retrospectively modify the purpose of connectivity when the applicable procedure does not permit such automatic conversion.

14.20. The contention that the project would otherwise be stranded is also not acceptable. The connectivity granted to the Petitioner continues to be available for the purpose for which it was originally granted, namely third-party sale, subject to compliance with the connection agreement, applicable regulatory framework and the extension granted in Para 13 of this Order. Therefore, the Petitioner is not being deprived of the connectivity granted to it. The Commission is only declining to permit its conversion into DISCOM sale connectivity through the present proceedings.

14.21. Accordingly, the Commission holds that the Petitioner is not entitled to a direction permitting transfer, conversion or modification of the 5.5 MW connectivity from third-party sale to DISCOM / GUVNL sale in the present Petition. The Connectivity Procedure dated 04.08.2025 shall not be applied retrospectively to alter the purpose of the connectivity already granted to the Petitioner under the earlier framework. If the Petitioner desires to seek connectivity or

modification for DISCOM sale, it shall be open to the Petitioner to approach the concerned authority under the applicable procedure. Such request, if made, shall be considered in accordance with law and on its own merits, without treating this Order as conferring any vested right, priority, reservation or retrospective approval in favour of the Petitioner.

14.22. It is further clarified that the Petitioner may continue with the existing 5.5 MW connectivity only for third-party sale, as originally granted and as governed by the connection agreement and applicable regulatory framework. The Petitioner shall not use the said connectivity for DISCOM / GUVNL sale unless and until such use is specifically permitted in accordance with the applicable procedure and after completion of all required formalities.

14.23. In view of the extension already granted in Para 13 of this Order, GETCO shall not encash the Bank Guarantee or revoke the Stage-II connectivity on the ground of delay in commissioning for the period covered by such extension, provided the Petitioner maintains the validity of the Bank Guarantee and complies with the conditions attached to the extension granted by the Commission.

14.24. Thus, the Petition is allowed only to the limited extent of extension of commissioning timeline and consequential protection against encashment of Bank Guarantee / revocation of connectivity for the delay covered by such extension, as already recorded in Para 13 of this Order. The prayer seeking permission, recognition or approval for utilisation / transfer / conversion of the 5.5 MW connectivity from third-party sale to DISCOM / GUVNL sale is rejected.

Order

15. In view of above, the present petition partly succeed. We hold and decide as under.

15.1. The prayer for extension of SCOD / commissioning timeline stands allowed in terms of Para 13 of this Order.

15.2. Consequentially, during the extended period granted in Para 13, GETCO shall not encash the Bank Guarantee or revoke / cancel the Stage-II connectivity on account of delay in commissioning covered by the said extension, subject to the Petitioner maintaining the validity of the Bank Guarantee and complying with the conditions attached to the extension granted by the Commission.

15.3. The prayer for transfer / conversion / modification of the 5.5 MW connectivity from third-party sale to DISCOM / GUVNL sale is rejected.

15.4. The Petitioner may continue to utilize the existing connectivity for third party sale, as originally granted.

16. With the above directions and clarifications, the present Petition along IA stands disposed of.

17. Order accordingly.

Sd/-

[Jatin N. Thakkar]
Member

Sd/-

[Pankaj Joshi]
Chairman

Place: Gandhinagar.
Date: 20/06/2026.