BEFORE THE GUJARAT ELECTRICITY REGULATORY COMMISSION

GANDHINAGAR

Petition No. 2655 of 2026.

In the Matter of:

Petition under Section 86 (1) (f) (c) & (e) and other applicable provisions of the Electricity Act, 2003 read with read with Regulations 80 & 82 of the GERC (Conduct of Business) Regulations, 2004 seeking extension of time period for construction of the evacuation infrastructure.

Along with
IA No. 18 of 2026 in Petition No. 2655 of 2026.

In the Matter of:

Interlocutory Application is filed under Section 94 (2) of the Electricity Act, 2003 read with Regulation 61 and 80 of the GERC (Conduct of Business) Regulations, 2004 seeking urgent listing of the matter, interim stay/ injunction and appropriate interim Orders.

Applicant/Petitioner	:	VMS TMT Limited. Survey No. 214, Bhayla Village Bhayla, Bavla, Gujarat – 382220.
Represented By	:	Ld. Advocates Mr. Aditya K. Singh along with Mr. Vineet Gupta.
		V/s.
Respondent	:	Gujarat Energy Transmission Corporation Ltd. Sardar Patel Vidyut Bhavan, Race Course Circle, Vadodara - 390 007, Gujarat.

Represented By : Ld. Adv. Mr. Robin Singh, along with Mr. Shobraj Jayswal.

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

Date: 20/07/2026.

ORDER

1. The present Petition has been filed by Applicant/Petitioner under Section 86 (1) (f) (c) & (e) and other applicable provisions of the Electricity Act, 2003 read with read with Regulations 80 & 82 of the GERC (Conduct of Business) Regulations, 2004 *inter-alia* seeking following reliefs;

   (a) Admit the present Petition; and

   (b) Hold and declare that the delay caused in construction of the Evacuation System and bays and commissioning of the 11.88 MW Solar power project at 66 KV Kotda (F) Substation of GETCO was due to unforeseen Events as stated in present Petition is not attributable to the Petitioner; and

   (c) Grant an extension of 30 days from the date of pronouncement of the order by this Hon'ble Commission for construction of Evacuation System and bays at 66 KV Kotda Substation of GETCO for delay caused due to unforeseen Events as stated in the present Petition not attributable to the Petitioner;

(d) *In the interim, direct the Respondent to not take any coercive action including but not limited to revocation of connectivity, encashment of the bank guarantee till the pronouncement of order; and*

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

2. The Applicant/ Petitioner has also filed IA No. 18 of 2026 in Petition No. 2655 of 2026, *inter-alia* seeking following prayers:

(a) *Allow urgent listing of the present application along with the petition.*

(b) *Pass an interim order restraining GETCO from taking any coercive action against the Petitioner including but not limited to revocation of connectivity and encashment of the Bank Guarantee.*

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

(d) *Pass such further Orders as this Hon'ble Commission may deem just and proper in the facts and circumstances if the case.*

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

3.1. The Applicant/Petitioner, VMS TMT Limited is a company incorporated under the Companies Act 1956 and the Companies Act, 2013. The Applicant/Petitioner is developing a Solar Power Project of 11.88 MW at 66 KV Kotda Substation of the Respondent GETCO.

3.2. The Respondent, Gujarat Energy Transmission Corporation Limited (GETCO) is a company incorporated under the provisions of the Companies Act 1956. GETCO is wholly owned by the Government of Gujarat. GETCO is the State Transmission Utility, within the meaning of Section 2(67) of Electricity Act 2003, in the State of Gujarat.

3.3. GERC on 31.05.2011, in exercise of the powers conferred by section 181 of the Electricity Act, 2003, issued GERC (*Terms and Conditions of Intra-State Open Access*) Regulations, 2011 (Open Access regulations) wherein Regulation 20 of the said regulations directed the state transmission utility (STU) of Gujarat to submit a detailed procedure for application of connectivity, long-term and medium-term open access.

3.4. 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. Further it stipulates penalty for delay in both completion of the Evacuation Infrastructure and commissioning of the generation capacity as well.

3.5. On 31.08.2024, the Commission issued Tariff Order for Solar. Clause 2.9 of the said Tariff Order provides that a Solar power Developer with an RE (Renewable Energy) capacity of 1 MW to 100 MW was required to commission the entire evacuation line along with bays and metering system within 12 months from the date of allotment of transmission capacity. Moreover, the Solar Power Developer shall commission the project for at least 10% of the allotted capacity within one month of the charging of evacuation line and the balance 90% capacity was required

to be commissioned within one year of charging of evacuation line. In case the same is not done within the stipulated time-period, the Commission has the power to extend the said timeline.

3.6. The Applicant/Petitioner on 25.09.2024 issued a BG amounting to Rupees One Crore and Eighteen Lakhs in the name of GETCO and on 29.09.2024 the Applicant/Petitioner applied for Stage-I and Stage II connectivity for evacuation of 11.88 MW Solar Power at 66KV KOTDA (F) on 66 KV class.

3.7. The Respondent on 28.10.2024, intimated approval to the Applicant/Petitioner for Stage-I and Stage-II grid connectivity for evacuation of 11.88 MW Solar Power at 66KV KOTDA (F) on 66 KV Class for Captive use.

3.8. On 26.11.2024 the Respondent issued provisional estimate of 'Supervision Charges' for erection of 66kV feeder bay for evacuation of 11.88 MW Solar power evacuation at 66KV Kotda (F) (GETCO) S/S from Solar Power Station of M/S.VMS TMT LIMITED for captive use under Option-III. That as per the Detailed Procedure, the Applicant/Petitioner was required to pay the Provisional Estimate within 30 days of the issuance of the same and further sign the Connectivity Agreement within the next 5 days thereafter. Thus, the Applicant/Petitioner, on 26.12.2024 paid the supervision charges of Rs.11,80,104/-.

3.9. The Connection Agreement was executed on 21.12.2024, between GETCO and the Applicant/Petitioner for establishing connectivity of the Project with GETCO Substation.

3.10. It is submitted that in 2025 GETCO filed a Petition before the Commission seeking amendment of the timelines prescribed in earlier 2024 Tariff Orders (Orders No. 01/2024, 05/2024 and 06/2024) relating to the completion of evacuation infrastructure and commissioning of renewable energy (RE) projects. That petition was necessitated because the timelines introduced under the 2024 Tariff Order, particularly the reduction of the Evacuation System completion period to as low as 12 months for projects up to 100 MW were found to be impractical and difficult to comply with by a large number of RE developers. The Respondent submitted that developers were facing systemic and genuine constraints such as Right of Way issues, land acquisition delays, supply-chain constraints, statutory approvals, and interdependencies with transmission infrastructure, leading to numerous petitions and representations seeking extensions. Consequently, Respondent approached the Commission to restore more realistic timelines.

3.11. During the pendency of the above GETCO's Petition, on 27.10.2025 the Applicant/Petitioner had filed First Petition before Commission seeking extension of time for construction of the evacuation infrastructure for the present Project on the grounds of:

(i) Delay due to Right of Way (ROW) issues

(ii) Lack of clarity regarding the banking facility

(iii) Delay in transformer delivery due to prevailing market demand constraints

3.12. Therefore the Applicant/Petitioner sought extension of 365 days for completion of the Evacuation System from the date of the pronouncement of the order of Commission.

3.13. It is submitted that on 27.10.2025, the Applicant/Petitioner had filed Petition No. 2566 of 2025 before the Commission seeking extension of time for construction of the Evacuation System for the present Project on the grounds mentioned therein and on the Force Majeure Events occurred prior to filing of the Petition i.e. 27.10.2025.

3.14. During the pendency of the First Petition, Petition No. 2490 of 2025 was filed by GETCO seeking amendment of the timelines prescribed in the 2024 Tariff Orders of RE including the Tariff Order for Solar Projects for completion of evacuation infrastructure for renewable energy projects as the existing timelines were proving impractical, leading to widespread difficulties for developers and multiple requests for extension. The Commission, vide its Order dated 21.01.2026, amended the applicable tariff framework and revised the timelines for completion of evacuation infrastructure, *inter-alia*, by increasing the period for commissioning of the entire evacuation system for projects up to 100 MW from 12 months to 18 months (i.e., by one year from the earlier prescribed timeline), and has further clarified that the revised timelines shall also be applicable to RE projects which are under various stages of implementation and yet to be commissioned.

3.15. It is submitted that the Applicant/Petitioner's earlier timeline for completion of the Evacuation System timeline was revised from 28.10.2025 to 28.04.2026.

3.16. Further, the Force Majeure Events mentioned in the First Petition ceased to exist. However, the Applicant/Petitioner continued to face new force majeure events and its ability to construct the Project was getting impacted.

3.17. In lieu of the extension in timeline and with an anticipation that it will be able to commission prior to the new timeline i.e. 28.04.2026, the Applicant/Petitioner appeared on 09.04.2026 before Commission to pray for withdrawal of the Application/Petition. However, it is to be noted that ability of the Applicant/Petitioner to construct the Project was getting continuously impacted due to occurrence of the new force majeure events.

3.18. It is submitted that on 20.04.2026, the Commission, issued an order directing the Applicant/Petitioner to submit an affidavit for withdrawal. On 30.04.2026, the Applicant/Petitioner has submitted withdrawal affidavit specifically stating that its ability to construct the Project was still impacted and it is filing a new petition on ground of New Force Majeure Events.

3.19. It is further stated that the new time line for completion of the evacuation line stood as 28.04.2026 but due to subsequent developments and new unforeseen event grounds which occurred after filing of the First Petition, the Applicant/Petitioner will not be able to

complete the Evacuation System as per Extended Timeline. Therefore, the present Petition is being filed afresh on the basis of subsequent developments and new unforeseen event grounds that have happened post filing of the First Petition necessitating a further extension of 30 days from the Extended Timeline. These are distinct from and in addition to the unforeseen event grounds raised in the First Petition and is discussed in the subsequent paras.

3.20. On 23.04.2026 the Applicant/Petitioner informed the Commission that commissioning of the VMS TMT LTD Solar Project, originally scheduled by the end of April 2026, was likely to be delayed due to unforeseen events arising from ongoing international conflicts and resultant industrial disruptions. The Applicant/Petitioner also submitted supporting communication issued by the Government of India acknowledging such global disruptions and requested the Commission to take the same on record.

3.21. The Applicant/Petitioner has made significant development in regards to the completion of the Evacuation system and project and is in the advance stages of completion of the same. The details of the timeline of the Evacuation System and progress made is tabulated below

Timeline Schedule for 16.5 MWp VMS TMT LTD PROJECT				
2	**Installation of Major Equipments**		**Planned Finish**	**Remarks**
1.1	Levelling and Crading	Completed		
1.2	Boundary Fencing	Completed		
1.3	Piling	Completed		

1.4	Earthing and LA installation	Completed		
1.5	PSS FOUNDATIONS	Completed		
1.6	PSS Structure Erection	Completed		
1.7	PSS Equipment Erection	Completed		
1.8	GSS FOUNDATIONS	Completed		
1.9	GSS Structure Erection	Completed		
1.10	GSS Equipment Erection	Completed		
1.11	AC DC Cable Laying	In Progress 60% Completed	04-May-26	
1.12	MMS Erection	In Progress 70% Completed	05-May-26	
1.13	Module Mounting	In Progress 40% Completed	10-May-26	
1.14	LT, HT, IDT & MCR Foundation	In Progress 60% Completed	06-May-26	
1.15	MCR	In Progress 60% Completed	02-May-26	
1.16	Equipment Erection	In Progress 20% Completed	10-May-26	
1.17	UG Cable 66 KV Line	In Progress 20% Completed	15-May-26	
1.18	Testing of All Equipments	In Progress	15-May-26	
1.19	Commissioning of 66 KV Line + GSS + PSS	Line PSS GSS Charging on 20th May	20-May-26	
1.20	Commissioning of IDT & Inverters	Plant Side Inverters, Modules by 25th May	25-May-26	

3.22. The new timeline for completion of the evacuation line was on 28.04.2026 but due to subsequent developments and new unforeseen

event grounds after filing of the First Petition, the Applicant/Petitioner was not able to complete the Evacuation System. Therefore, the present Petition was being filed afresh on the basis of subsequent developments and new unforeseen event grounds necessitating a further extension, which are distinct from and in addition to the unforeseen event grounds raised in the First Petition

3.23. The Applicant/Petitioner submitted that execution of the project has been materially impacted due to unforeseeable events arisen on account of the ongoing geopolitical conflict involving the United States of America, the State of Israel, and the Islamic Republic of Iran. The said Geopolitical Conflict has escalated into a full-scale military confrontation involving strategic bombardment, naval blockades, and large-scale retaliatory strikes, the consequences of which have reverberated across global trade, logistics, and supply chain networks in a manner that is wholly beyond the control, anticipation, or mitigation of the Applicant/Petitioner.

3.24. It is submitted that the Geopolitical Conflict has caused extensive disruption to key international maritime shipping routes, most critically the Strait of Hormuz, which serves as one of the world's most vital chokepoints for the movement of goods, energy resources, and industrial raw materials. Threats of naval confrontation, actual blockades, and the diversion of naval assets to the region have rendered transit through these routes highly uncertain, substantially delayed, and in certain periods, effectively inoperable. As a direct consequence thereof, vessels carrying raw materials and components destined for the

Applicant/Petitioner's project were compelled to undertake lengthy alternative routing, resulting in materially extended transit timelines running into several weeks beyond the originally scheduled delivery dates.

3.25. It is submitted that as a consequence of the Geopolitical Conflict, airspace over multiple Middle Eastern jurisdictions was declared unsafe or was formally closed by the concerned aviation authorities, resulting in a drastic contraction of available air cargo capacity. Further, the reduction in operable air cargo capacity has been estimated at approximately 80-90% across key trade corridors connecting Asia, the Middle East, and Europe.

3.26. The effects of the Geopolitical Conflict have further manifested in severe port congestion at major international transshipment hubs, arising from the sudden and unplanned convergence of vessels rerouted away from conflict zones. The resultant congestion has caused significant delays in loading, unloading, and onward dispatch operations at multiple ports. Additionally, vessel rerouting has introduced acute unpredictability in estimated arrival times, making it impossible for the Applicant/Petitioner to accurately forecast material availability for deployment at the project site.

3.27. The Applicant/Petitioner has thus experienced critical delays in the delivery of essential raw materials and components required for the construction of the evacuation infrastructure. The details of such delays are set out hereinbelow in tabular form:

S. No.	Raw Material/ Component	Scheduled Date of Delivery	Actual Date of of Delivery	Period of Delay
(i)	33 KV Cable and 66 KV Power Cable	25.03.2026	20.04.2026	26 Days
(ii)	Hot-Dip Galvanized (HDG) Metal (delayed due to LPG Shortage consequent to the Conflict)	30.03.2026	19.04.2026	20 Days
(iii)	ICOG, Switch Board Panel (33KV) & CRP	22.03.2026	26.04.2026	35 Days

3.28. It is further submitted that the impact of the Geopolitical Conflict has not been limited to the materials enumerated above. The widespread disruption to global supply chains has also caused significant delays in the procurement and delivery of other critical raw materials indispensable to the construction of the evacuation infrastructure, including but not limited to steel, copper, and oil-based products, all of which constitute essential input materials for the manufacture, assembly, and installation of power transformers and allied equipment. The cascading delay occasioned in the procurement of these materials has further compressed the execution schedule of the Applicant/Petitioner in a manner that could not have been anticipated or averted by exercise of reasonable diligence. The procurement status of the various raw materials required for completion of the Evacuation System is given below:

Procurement Status for 16.5 MWp VMS TMT LTD PROJECT			
4.	Procurement & Supply of Major Equipments		Delayed Material Delivery Date

4.1	Solar Modules	Delivered at site	
4.2	Inverter	Delivered at site	
4.3	Module Mounting Structure	Delivered at site	
4.4	LT PANEL	Delivered at site	
4.5	33 KV ICOG PANEL	Delivered at site	DELIVERED AT SITE ON 26/04/2026
4.6	33 KV SWBD PANEL	Delivered at site	DELIVERED AT SITE ON 26/04/2026
4.7	CRP Panel	Delivered at site	DELIVERED AT SITE ON 22/04/2026
4.8	IDT & PT	Delivered at site	
4.9	LA & Earthing Material	Delivered at site	
4.10	LT & HT Cables	Delivered at site	DELIVERED AT SITE ON 15/04/2026 (33 KV HT CALBLE)
4.11	PSS & GSS Structure Material	Delivered at site	DELIVERED AT SITE ON 19/04/2026
4.12	PSS & GSS Equipment	Delivered at site	
4.13	Conduits and the accessories	Delivered at site	
4.14	SCADA & Weather station	Delivered at site	
4.15	66 KV UG CABLE	Delivered at site	DELIVERED AT SITE ON 20/04/2026

3.29. The Applicant/Petitioner stated that it has taken all reasonable and prudent steps to mitigate the impact of the aforesaid delays, including engaging with alternate suppliers, exploring expedited logistics options, and continuously monitoring the evolving geopolitical and logistical situation. Despite such efforts, the disruptions caused by the unforeseen events have proven insurmountable within the originally prescribed timeline, and the Applicant/Petitioner has been rendered unable to

complete the construction of the evacuation infrastructure within the stipulated period though no fault of its own.

3.30. It is submitted that the delay in construction of the evacuation System is solely, directly, and exclusively attributable to the aforesaid Unforeseen Events arising from the Geopolitical Conflict, and is in no manner attributable to any act, omission, negligence, or default on the part of the Applicant/Petitioner. It is therefore submitted that Applicant/Petitioner is entitled to seek an extension of time for completion of the Evacuation System.

3.31. That despite the Applicant/Petitioner's best efforts, it was not able to complete the construction of the Evacuation System within the stipulated deadline due to the reasons not attributable to them. The Applicant/Petitioner was thus constrained to approach the Commission by way of the present Petition, seeking appropriate directions.

4. The Respondent has filed its reply on 01.06.2026 and submitted as under:

4.1. The Respondent, Gujarat Energy Transmission Corporation Limited ('GETCO') has filed its reply to the petition filed by the Applicant/Petitioner seeking extension of the Scheduled Commercial Operation Date (SCOD) for the infrastructure being developed by the Applicant/Petitioner. The issue is not related to any work to be done by STU.

4.2. It is stated that the Applicant/Petitioner had already filed Petition No. 2566 of 2025 which was unconditionally withdrawn on 20.04.2026 without any liberty. However now the Applicant/Petitioner has filed another Petition seeking 30 days extension from pronouncement of Order which cannot be accepted.

4.3. The GETCO is the 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, in compliance of its duties and functions, GETCO is bound by the provisions of the Electricity Act, 2003 and the rules and regulations framed thereunder, including the procedures framed under such Regulations and approved by the Commission.

4.4. The Commission has framed GERC (Terms and Conditions of Inter-State Open Access) Regulations 2011 whereunder 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 (Regulation 20). 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. It is further submitted that a new Detailed Procedure has been approved on 04.08.2025.

4.5. It is submitted that the Tariff Order dated 31.08.2024 for the Solar Power projects provides as under:

"....

3.9 Security Deposit: The objective of specifying tariff framework for procurement of solar power is to promote development of renewable energy in the state. A procedure of giving permission for the proposed Solar projects. based on the load flow studies has been followed by the GETCO. Thus, the proposed evacuation system from the pooling station of Solar projects forms part of the overall GETCO System. While timely completion of power evacuation system for such Solar projects is essential, timely execution of project is also equally important Non-completion of Solar projects leads to idling of transmission resources. The security deposit is furnished by the project developer in order to assure GETCO about the seriousness of the project. It is proposed that for the new control period.

The Solar 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 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.	*1 MW to 100 MW*	*12 months from the date of allotment of transmission capacity*
2.	*>100 MW to 200 MW*	*15 months from the date of allotment of transmission capacity*
3.	*>200 MW to 400 MW*	*18 months from the date of allotment of transmission capacity*

The Solar 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 IL the project developer is not eligible to get any waiver in Liquidated Damages payable by IL in terms of Agreement/PPA.

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

4.6. It is submitted that the above Order has been amended vide Order dated 21.01.2026 in Petition No. 2564 of 2025 which reads as under:

"…..

17.1. Accordingly, we decide to substitute the para 3.9 of the Order No. 06 of 2024 dated 31.08.2024 with the following paragraphs:

"3.9 Security Deposit

……..

The Solar 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 Solar 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.	*Up 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 Solar 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 Solar 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 Solar 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 Solar 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. 06 of 2024 dated 31.08.2024 shall remain unchanged.

17.2. It is further clarified that the actions already concluded by GETCO/DISCOM under the Clause 3.9 of Order No. 06 of 2024,

including cancellation of connectivity or encashment of bank guarantees etc., shall not be reopened.

17.3. 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.

17.4. 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.

....."

4.7. It is therefore submitted that, if the Grantee does not construct the dedicated transmission line and the solar power project as per the timelines, the Stage-II Connectivity shall be revoked and the Bank Guarantee encashed. 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 of bank guarantee if it is not meant to be encashed in case of failure of the Applicant/Petitioner to meet its obligations.

4.8. It is submitted that the Applicant/Petitioner has sought for extension of the timelines which has to be considered as per 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. Regulations 80 and 82 of the Conduct of Business Regulations do not apply to the present case. 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 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.

4.9. It is further submitted that inherent power is when there is no other provision. However, when the timelines are provided as per Detailed Procedure read with Tariff Orders, the same has to be followed. The power to remove difficulty etc. cannot be considered when there is a specific provision already for extension. Similarly general regulatory power cannot be used when the Commission has already provided in the Detailed procedure/order the timelines and consequences. Any issue therefore has to be considered only as per the above.

4.10. 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. It cannot be that merely because the Applicant/Petitioner is a renewable project, it can claim any delay or extension. Any issue has to be considered as per the same only. It is submitted that none of the said judgment provide that the law/orders have to be ignored merely because of promotion of renewable projects particularly when the law/orders relate specifically to renewable projects. In fact, the Hon'ble court has repeatedly upheld sanctity of contracts and timelines and liquidated damages etc even in case of the renewable projects.

4.11. It is the responsibility of the Applicant/Petitioner to demonstrate the same. The burden in this regard lies on the Applicant/Petitioner and they are required to substantiate their claim and the Commission may verify the same. If there was an default or imprudency on part of the Applicant/Petitioner, the Petitioner cannot be granted extension.

4.12. It is submitted that for the purpose of applying the Applicant/Petitioner has submitted the bank guarantee dated 25.09.2024 for INR 1,18,80,000/- expiring on 30.09.2026 with claim period till 30.09.2027 in regard to 11.88 MW. The Applicant/Petitioner is required to ensure that the bank guarantee is valid for the period and GETCO reserves its right to encash the same. The bank guarantee is an unconditional bank guarantee.

4.13. The Applicant/Petitioner was granted Stage-II Connectivity vide Letter dated 28.10.2024 for a 11.88 MW Solar Power Plant for captive purpose at 66 KV Kotda Sub-Station. Pursuant thereto, the Respondent GETCO

issued a provisional estimate of supervision charges on 26.11.2024, which was paid and a Connection Agreement was executed.

4.14. The Applicant/Petitioner was well aware of the timelines and requirements. It is the responsibility of the Applicant/Petitioner to ensure that the evacuation facilities/project is developed within time. It was the Applicant/Petitioner which chose to apply for connectivity being well aware of the timelines and the consequences thereof.

4.15. In terms of the Solar Tariff Order, the extension can be granted only by the Commission and GETCO cannot grant any extension. There cannot be any allegations against GETCO on the issues of delay as consideration is only by the Commission. If the Applicant/Petitioner was facing delays, it ought to have approached the Commission for appropriate extension. GETCO cannot be expected on its own to extend the timelines as per the Detailed Procedure. Therefore, issuance of letter dated 10.09.2025 by GETCO was correct since the Applicant/Petitioner had not even sought extension from the Commission at this time, let alone obtained any extension. Further the Petitioner filed and withdrew the Petition No. 2566 of 2025 in April 2026 with full knowledge. Now on 30.04.2026, the Applicant/Petitioner has filed another Petition seeking to raise issues which had already arisen at the time of withdrawal. The Applicant/Petitioner had claimed that the prayers (sought by the Petitioner) had been satisfied as per amended timeframe. Therefore no issue as raised therein can be considered. The Applicant/Petitioner had submitted the withdrawal affidavit on 30.04.2026.

4.16. It is further submitted that at the time of withdrawal, the Applicant/Petitioner had not raised any issue in regard to the alleged constraints even though the conflict in Iran had already occurred and was prevalent. In fact the withdrawal affidavit was filed after the timeline of 28.04.2026 was already over.

4.17. The Applicant/Petitioner has claimed geopolitical conflict and impact of 30 days. The Commission would have to consider whether there was any impact on the Applicant/Petitioner 's project or whether the Applicant/Petitioner was already delayed due to other reasons.

4.18. The Applicant/Petitioner has claimed that the conflict had caused disruption to the maritime shipping routes and materials destined for Applicant/Petitioner's project had to take alternate routes which extended transit times as well as issues in cargo etc but these are mere assertions. The Applicant/Petitioner sought to refer to alleged raw materials with scheduled data of delivery and actual date delivery but the Applicant/Petitioner is put to strict proof thereto. The Applicant/Petitioner is to also demonstrate that it was not otherwise delayed. The Applicant/Petitioner had made vague submissions as to input materials but the Applicant/Petitioner is to provide specific details.

4.19. The Applicant/Petitioner claims that it has taken steps to mitigate impact but the Applicant/Petitioner has made only vague assertions without any substantiation or supporting documentation. While the Applicant/Petitioner claims the scheduled date of delivery in March 2026 but actual delivery in April 2026, there is no proof of the same. The

email sought to be annexed is not related to materials referred to in the Petition. There is a mismatch in the claims in the Petition and the documents annexed. The general newspaper articles is not sufficient even assuming but not admitting that they are to be considered. The Applicant/Petitioner has to show the impact on its project.

5. The Applicant/Petitioner vide affidavit dated 11.06.2026 filed its Rejoinder and has more or less reiterated the submissions made in above para and further submitted as under:

5.1. It is submitted that the status of construction, testing, commissioning activities, and regulatory approvals obtained by the Applicant/Petitioner, all of which demonstrate that the Applicant/Petitioner was ready to commission the evacuation infrastructure along with bay and metering system as well as charge the line as on 28.05.2026. Further, the Evacuation Infrastructure is complete and ready for charging. The key milestones achieved are as under:

(a) The 11.7 MW AC/16.499 MW DC captive solar project has been duly registered with GEDA under Gujarat Renewable Energy Policy - 2023 vide Registration No. GEDA/FR/GMS/25-26/12/3689/2689/1857 dated 16.12.2025.

(b) The Respondent GETCO granted both Stage-I and Stage-II grid connectivity approvals for evacuation of 11.88 MW Solar Power at 66 KV Kotda (F) on 66 KV class for captive use, both vide letters dated 28.10.2024.

(c) The Respondent on 26.11.2024 issued a Provisional Estimate of supervision charges of Rs. 11,80,103.60 (inclusive of GST) for erection of the 66 KV feeder bay at 66 KV Kotda (F) GETCO Substation for evacuation of 11.88 MW Solar Power for captive use under Option-III.

(d) The Respondent on 15.04.2026 issued the Final Estimate of supervision charges of Rs. 13,78,141.01 for erection of the 66 KV feeder bay at 66 KV Kotda (F) GETCO Substation for evacuation of 11.88 MW Solar Power for captive use under Option-III, and the differential amount payable by the Applicant/Petitioner after adjusting the previously paid Provisional Estimate stood at Rs. 3,78,053.22. The Applicant/Petitioner duly paid the said differential amount via RTGS on 30.04.2026.

(e) The Chief Electrical Inspector, Gandhinagar (CEIG) granted Drawing Approval on 13.03.2026 for the electrical installation of 2 × 6,000 KVA Transformers, 2 × 1,250 AMP HT Breakers, and 16,499.44 KW Grid Connected Solar Power Plant.

(f) Further, following successful initial inspection on 28.03.2026, the CEIG permitted Charging/ Energization Approval on 30.03.2026 for 2 × 6,000 KVA Transformers (Transformers and Rectifiers India Ltd.), 2 × 1,250 AMP Siemens HT Breakers, 26,612 Future Solar Modules (16,499.44 KWp) and 39 Solis Inverters of 300 KW each.

(g) The CEIG granted Drawing Approval on 18.03.2026 for the installation of 630 sq. mm., 66 KV XLPE Underground Power Cable of 1.80 KM from the Solar Plant End to the 66 KV Kotda (F) GETCO Substation.

(h) The CEIG granted charging Approval on 04.05.2026 for the electrical installation of 1 × 12,000 KVA, 33/66 KV Transformer and 1 × 1,250 AMP, 36 KV HT Breaker at the Applicant/Petitioner's PSS.

(i) It is submitted that 66 KV Metering CT-PT and ABT Meters (Make: Secure, Type: P3E, Class: 0.2s) were installed, tested, and sealed at both the GETCO 66 KV Kotda Substation End and the Applicant/Petitioner's PSS End on 25.05.2026 in the presence of representatives of GETCO, UGVCL, M/s. H. Harvi Engineering (Mehsana), and the Applicant/Petitioner.

(j) It is submitted that RTU (Make: Kirti Telnet Pvt. Ltd., Model: DR-1503) was installed and real-time data integration with GETCO Sub-SLDC and REMC was completed. MOM duly executed on 27.05.2026 between Sub-SLDC Gandhinagar, GETCO, and the Applicant/Petitioner.

(k) Further, a separate RTU (Make: Arrow Touch Pvt. Ltd., Model: Gridgate iRTU) was installed and real-time data integration completed at the 220 KV Salejada (Dholka) consumer end. MOM duly executed on 09.05.2026 between Sub-SLDC Gandhinagar, GETCO, and the Applicant/Petitioner.

(l) It is submitted that as on date, the Applicant/Petitioner is ready to commission the evacuation infrastructure along with bays and metering system and charge the line.

5.2. The Respondent GETCO contended that the Applicant/Petitioner had filed Petition No. 2566 of 2025 which was unconditionally withdrawn on 20.04.2026 without any liberty, and therefore the Applicant/Petitioner cannot file the present Petition raising the same or similar grounds. The Respondent has in its Reply submitted that the Conduct of Business Regulations (Regulations 80 and 82) do not apply to the present case and that inherent powers cannot be invoked when a specific provision already exists for extension in the Tariff Order.

5.3. It is submitted that the contention of the Respondent is wholly misconceived and is denied and disputed in its entirety. The Applicant/Petitioner has placed on record copy of the withdrawal affidavit to state that the petition was withdrawn unconditionally for the action for which the petition was filed. This Petition has been filed for subsequent cause of action.

5.4. It is submitted that the Applicant/Petitioner's withdrawal of Petition No. 2566 of 2025 was specifically premised on the Commission's Order dated 21.01.2026 in Petition No. 2564 of 2025, which extended the timeline for commissioning the evacuation system from 12 months to 18 months, i.e., from 28.10.2025 to 28.04.2026. The Applicant/Petitioner, in good faith, withdrew the First Petition with the

reasonable expectation that it would be able to complete the Evacuation System within the Extended Timeline of 28.04.2026.

5.5. Crucially, the grounds raised in the present Petition are entirely distinct from those raised in the First Petition and arose subsequent to the filing of the First Petition. The First Petition was premised on following grounds:

(i) Right of Way issues,

(ii) lack of clarity on banking facility, and

(iii) delay in transformer delivery.

5.6. The present Petition is based on new and subsequent unforeseen events namely, the ongoing geopolitical conflict involving the United States of America, the State of Israel, and the Islamic Republic of Iran which arose and materialized after the filing and withdrawal of the First Petition. These events are neither the same, nor a continuation of the grounds in the First Petition.

5.7. It is submitted that the Applicant/Petitioner is withdrawal of the First Petition without liberty cannot operate as a bar to filing of a fresh petition on new and distinct grounds that arise subsequently. A withdrawal "*without liberty*" bars re-agitation of the same cause of action it does not, and cannot, preclude a party from approaching the Commission with a fresh and independent cause of action based on events that did not exist at the time of withdrawal.

5.8. Further, the Applicant/Petitioner's withdrawal affidavit dated 30.04.2026 specifically and expressly stated that the

Applicant/Petitioner's ability to construct the Project was still impacted and that it was filing a new petition on the ground of new unforeseen events. The Applicant/Petitioner cannot therefore be said to have waived or abandoned its right to seek relief on such grounds. Any other interpretation would lead to the absurd result that a party who diligently withdraws a petition in good faith upon resolution of the issues therein is permanently barred from seeking relief in relation to genuinely new and unforeseen events.

5.9. It is submitted that Clause 3.9 of the Tariff Order No. 06 of 2024 (as amended on 21.01.2026), expressly provides that if a Solar Project Developer fails to commission the entire allocated evacuation system within the stipulated time-period due to unforeseen reasons, they may approach the Commission seeking extension of time. The Applicant/Petitioner relies on the same however, the Petition cannot be filed while invoking a provision from Tariff Order.

5.10. Further, in the case of P.K Palanisamy vs N. Arumugham and Anr. (SLP (Civil) No. 2308 of 2009 the Hon'ble Supreme Court held that It is a well settled principle of law that mentioning of a wrong provision or non-mentioning of a provision does not invalidate an order if the court and/or statutory authority had the requisite jurisdiction therefor.

5.11. The invocation of Regulations 80 and 82 is therefore not merely to establish the procedural basis of filing it is an independent and substantive source of jurisdiction. Regulations 80 and 82 vest in Commission the inherent power to pass such orders as may be

necessary to prevent abuse of process and to do complete justice between the parties.

5.12. This power exists in addition to and is not displaced by the specific provision in the Tariff Order. Both sources of jurisdiction operate cumulatively and reinforce each other. The Respondent's reliance on the Hon'ble Supreme Court's decision in GUVNL v. Solar Semi-Conductor Power Company (India) Private Limited [(2017) 16 SCC 498] to contend that inherent powers are purely procedural is misplaced.

5.13. The Respondent contended that the Applicant/Petitioner's claims regarding disruption to maritime shipping routes and resultant delay in material delivery are "*mere assertions*." It is further contended that the email sought to be relied upon is not related to the materials referred to in the Petition and that there is a mismatch between the claims and the documents annexed. Further, the general newspaper articles are insufficient and that the Applicant/Petitioner must demonstrate the specific impact of the geopolitical conflict on its project.

5.14. It is submitted that all of the aforesaid contentions are wholly without merit and are specifically and conclusively answered by the documents placed on record. It is submitted that the Applicant/Petitioner has, in its Petition, provided a detailed tabulation of the specific raw materials impacted, the scheduled dates of delivery, the actual dates of delivery, and the resultant period of delay for each material.

5.15. The Applicant/Petitioner submitted that the delays in commissioning of the Evacuation Infrastructure were directly and causally attributable to

the geopolitical conflict and the resulting global supply chain disruption, as is evidenced by contemporaneous written communications received from three independent suppliers of critical project materials, each of which independently and in their own words attributed the delay in supply to the ongoing global war/geopolitical conditions.

5.16. The Applicant/Petitioner placed Purchase Order dated 12.02.2026 on M/s Bhumi Corporation for supply of 33KV_3CX240 SQ.MM AL ARM XLPE HT Cable and LT Cables with a contractual delivery schedule of on or before 15th March 2026. On 15.03.2026, Bhumi communicated to Prozeal Green Energy Limited (EPC Contractor of Petitioner) that the cable delivery would not align with the originally committed timeline due to delays in raw material procurement caused by ongoing global conditions and that consequently the manufacturing process had been impacted, with a revised expected delivery in the 2nd week of April. The said supplier further confirmed that the delay was due to the late availability of raw materials required for cable manufacturing and additionally due to transportation challenges caused by the unavailability of vehicles owing to ongoing global conditions and fuel constraints. The cable was ultimately delivered at site only on 20th April 2026, resulting in a delay of approximately 36 days.

5.17. It is further submitted that the Applicant/Petitioner placed Purchase Order dated 19.12.2025 on M/s H Harvi Engineering for supply of 66 KV Switchyard Material including GI Structure Material, 66 KV SF6 Breaker, 66 KV Feeder CRP Panel and allied equipment with a contractual delivery schedule of on or before 20th March 2026. On 28.04.2026,

Harvi, addressed a specific communication to Prozeal Green Energy Limited regarding the current situation of the VMS TMT Ltd. 66 KV Solar Plant, wherein it was unequivocally stated that the current global war situation had caused a significant shortage of structural materials, industrial gas and other essential resources in the market directly affecting manufacturing and supply timelines. Further the CRP Panel was delayed due to shortage of gas required for powder coating processes at the manufacturing unit. The SF6 Circuit Breaker was delayed due to shortage of insulation gas;

a) materials originally expected in March 2026 were being supplied gradually in May 2026 one by one; and
b) these delays were completely beyond their control and were solely due to the ongoing global war situation.

5.18. The Applicant/Petitioner placed Purchase dated 22.01.2026 on M/s Expel Prosys Private Limited for supply of 33 KV Switchboard Panel with a contractual delivery schedule of on or before 22nd March 2026. The delay in delivery of the said panel unfolded through a chain of contemporaneous communications which conclusively establish the causal link with the geopolitical conflict:

a) On 10.03.2026, Expel communicated that delivery of the HT Panel would be delayed due to unavailability of CT/PT from their sub-vendor M/s Pragati, who had specifically informed that they would not be able to supply the CT/PT in March 2026 due to delay in delivery of raw material due to ongoing war conditions, and indicated delivery only in the second week of April 2026.

b) On 23.03.2026, Expel reiterated that they were facing difficulty in obtaining the CT/PT from M/s Pragati due to ongoing war conditions which are beyond their control and confirmed challenges and delay in raw material availability.

c) On 04.04.2026, Expel communicated that the HT Panels for Job Ref. 2229 (VMS Project) would be ready for inspection only on 16.04.2026 and specifically stated that the delay in raising the inspection call was due to ongoing war conditions which is beyond their control, which had directly impacted raw material availability and panel readiness. Most significantly, on 28.04.2026 Expel, issued a specific written communication addressed to Prozeal Green Energy Limited wherein it was categorically and unequivocally stated as under.

"pl. note that due to global geopolitical conditions, CT & PT delivery got delayed and HT panels for VMS project got delayed and delivered in April 26 instead of March 26"

d) On 27.04.2026, Expel confirmed successful delivery of the HT Panel for the VMS Project at site.

5.19. The Applicant/Petitioner placed Purchase Order dated 19.12.2025 on M/s H Harvi Engineering for supply and erection of the 66 KV 630 sq. mm XLPE Underground Power Cable for Single Circuit with a contractual delivery schedule of on or before 15th March 2026. The delay in supply of this material is also directly attributable to the global

war situation as evidenced by the communication dated 28.04.2026 from M/s H Harvi Engineering already referred to hereinabove.

5.20. The Applicant/Petitioner submitted that the aforesaid documentary records, comprising fourteen documents from three independent contractors spread across Ahmedabad, Mehsana and Vadodara, all independently and contemporaneously attributing delays to the global geopolitical conflict, constitutes conclusive proof of the nexus between the unforeseen event and the delay in commissioning of the Evacuation Infrastructure.

5.21. The Applicant/Petitioner further submitted that the PO dates themselves demonstrate the absence of any default or imprudence on its part. The Purchase Order for the 66 KV Cable and Switchyard Material was placed on 19.12.2025, the HT Panel order was placed on 22.01.2026, and the 33 KV Cable order was placed on 12.02.2026 all with delivery dates contractually stipulated in the second and third week of March 2026. The delays arose not from any delay on the part of the Applicant/Petitioner in placing orders but from downstream supply chain disruption at the level of the manufacturer and sub-vendor, which was entirely outside the Petitioner's control and due to the Geopolitical Conflict.

5.22. It is further submitted that the Applicant/Petitioner has also drawn the attention of the Commission to as various newspaper articles evidencing the same. The Respondent has not disputed that the geopolitical conflict occurred or that it caused global supply chain

disruptions the Respondent's only contention is that the Applicant/Petitioner has not specifically linked the delay to the Project. This contention is without merit.

5.23. Further, the Applicant/Petitioner submitted that the Government of India, Ministry of Finance, Department of Expenditure, vide Office Memorandum dated 29.04.2026, has expressly recognized that disruptions arising out of the ongoing West Asia conflict (including war and related events) constitute a valid unforeseen event impacting contractual performance. The said Office Memorandum further clarifies that where such disruptions affect execution of works or supply obligations, the timelines for completion are liable to be extended without imposition of penalty, and specifically provides for extension of completion periods in contracts falling due on or after 28.02.2026.

5.24. The Applicant/Petitioner submits that the delays in procurement and delivery of critical materials for the present project are directly attributable to the aforesaid geopolitical disruptions, and therefore squarely fall within the scope of Force Majeure as recognized by the Government of India. Accordingly, the Applicant/Petitioner is entitled to extension of time for completion of the project, without any adverse consequences.

5.25. The Respondent has reserved its right to encash the Bank Guarantee of Rs. 1,18,80,000/- submitted by the Applicant/Petitioner. It is submitted that the Commission, vide its Order in IA No. 99 of 2025 filed in Petition No. 2566 of 2025, had directed the Respondent to not take any coercive action against the Applicant/Petitioner during the pendency of the

proceedings. The Applicant/Petitioner has now filed the present Petition along with a fresh Interim Application seeking similar protection.

5.26. The Bank Guarantee is an instrument to secure the obligations of the Applicant/Petitioner in the event of a final determination of default. It cannot be encashed during the pendency of proceedings before Commission, when the question of whether there is any default at all is the very subject matter of adjudication

5.27. The encashment of the Bank Guarantee before final adjudication would cause grave and irreparable prejudice to the Applicant/Petitioner, who has already invested substantial financial resources and is on the verge of commissioning the Project.

6. The matter was heard on 29.05.2026, 19.06.2026. Ld. Advocate appearing on behalf of the Applicant/Petitioner submitted that the present Petition has been filed for seeking extension of time for construction of the evacuation infrastructure. He further submitted that earlier the Applicant/Petitioner had filed Petition No. 2566 of 2025, before the Commission seeking extension of the time on the ground of various Force Majeure events occurred prior to filing of the aforesaid Petition i.e., on 27.10.2025. It is submitted that during the pendency of Petition No. 2566 of 2025, the Commission passed Order dated 21.01.2026 in the Petition No. 2490 of 2025 filed by GETCO, wherein the Commission has extended the completion timeline of the evacuation line involving upto 100 MW RE project capacity from 12 months to 18 months and has further clarified that the revised timelines shall be

applicable to the RE projects which are under various stages of implementation and yet to be commissioned.

6.1. In terms of aforesaid Order dated 21.01.2026, the Applicant/Petitioner's timeline for completion of evacuation system was stand extended upto 28.04.2026. In lieu of the extension in timeline and with anticipation that it will be able to commission prior to the new timeline i.e., 28.04.2026, the Applicant/Petitioner sought withdrawal of the said Petition No. 2566 of 2025, which was allowed by the Commission vide Order dated 20.04.2026.

6.2. He further submitted that due to subsequent development and new unforeseen events which occurred after withdrawal of earlier Petition No. 2566 of 2025, the Applicant/Petitioner has preferred present Petition seeking for 30 days extension of time after 28.04.2026 based on subsequent unforeseen events arisen due to ongoing geopolitical conflicts which has caused widespread disruption to supply chain and logistic systems, which has adversely impacted the Petitioner's project.

6.3. He submitted that as such the Applicant/Petitioner has completed its project and ready for commissioning, admittedly after revised timeline of 28.04.2026. However, in absence of extension of time by the Commission after 28.04.2026, the Respondent GETCO has not been allowing the physical connectivity of the project with the grid and other formalities related to signing of Bulk Power Transmission Agreement (BPTA) and grant of Open Access etc.

6.4. He further submitted that since the Applicant/Petitioner's project is ready for generation of electricity but for want of grid connectivity, as an interim relief, the Applicant/Petitioner may be allowed to commission the project and injection of electricity without any commercial benefit's and subject to final outcome of the present Petition. He further place on record various documents in support of the readiness of the project such as charging permission granted by the CEI, ABT meter installation and sealing report, etc.

7. Ld. Advocate appearing on behalf of the Respondent submitted that the Applicant/Petitioner had earlier filed Petition No. 2566 of 2025 seeking similar relief, which was unconditionally withdrawn without liberty. Therefore, the present Petition seeking substantially the same relief is not maintainable.

7.1. He submitted that Clause 3.9 of the Solar Tariff Order dated 31.08.2024, as amended by the Commission's Order dated 21.01.2026, specifically provides the timelines for commissioning of renewable energy projects, submission and encashment of Bank Guarantees, cancellation of connectivity, and also permits project developers to approach the Commission for extension only in cases of unforeseen reasons. The amended Order also clarifies that projects granted connectivity prior to the amendment would be governed by the revised timelines.

7.2. He argued that the Detailed Procedure and the Tariff Orders clearly contemplate encashment of the Bank Guarantee and cancellation of connectivity where the developer fails to comply with the prescribed timelines. Therefore, the Bank Guarantee furnished by the

Applicant/Petitioner is liable to be encashed in accordance with the applicable provisions, and no relief can be granted contrary to the regulatory framework.

7.3. With regard to the Applicant/Petitioner's plea of delay caused by the geopolitical conflict in Iran and disruption of maritime shipping, the Respondent submitted that the Applicant/Petitioner has made such claims based on vague assertions, newspaper reports and unsupported statements without any cogent documentary evidence establishing actual impact on the project. The Applicant/Petitioner has failed to demonstrate the scheduled and actual delivery of materials, nexus between the alleged disruption and the project delay, or that it had exercised due diligence to mitigate the delay. Accordingly, the claim of unforeseen circumstances has not been substantiated and does not warrant extension of SCOD.

Commission Analysis:

8. Heard the parties. We note that the Present petition has been filed by the Applicant/Petitioner under Section 86 (1) (f) (c) & (e) and other applicable provisions of the Electricity Act, 2003 read with read with Regulations 80 & 82 of the GERC (Conduct of Business) Regulations, 2004 seeking extension of time for construction of the evacuation infrastructure.

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.

9.1. We note that the Applicant/Petitioner is developing 11.88 MW Solar power project and sought connectivity at 66 KV Kotda (F) Substation of the Respondent, Gujarat Electricity Transmission Corporation Limited. Further, the Applicant/Petitioner has filed the present petition seeking 30 days extension in completing the construction of the evacuation infrastructure due to occurrence of the unforeseen events beyond the control of the Petitioner.

9.2. We note that earlier on 27.10.2025, the present Applicant/Petitioner had filed Petition No. 2566 of 2025 (first Petition) before the Commission seeking extension of time period of 365 days for construction of the Evacuation System for the present Project on the various grounds and on the Force Majeure Events occurred prior to filing of the Petition i.e. 27.10.2025 as stated below:

(i) Delay due to Right of Way (ROW) issues

(ii) Lack of clarity regarding the banking facility

(iii) Delay in transformer delivery due to prevailing market demand constraints

9.3. We note that GETCO filed a Petition No. 2564 of 2025 seeking amendment of the timelines prescribed in the Solar Tariff Order dated 31.08.2024 for completion of evacuation infrastructure for renewable

energy projects as the existing timelines were proving impractical, leading to widespread difficulties for developers and multiple requests for extension.

9.4. We further note that the Commission, vide its Order dated 21.01.2026 in Petition No. 2564 of 2025 amended the applicable tariff framework and revised the timelines for completion of evacuation infrastructure, *inter-alia*, by increasing the period for commissioning of the entire evacuation system for projects up to 100 MW from 12 months to 18 months (i.e., by one year from the earlier prescribed timeline), and has further clarified that the revised timelines shall also be applicable to RE projects which are under various stages of implementation and yet to be commissioned. The relevant portion of the said Order dated 21.01.2026 in Petition No. 2564 of 2025 is as under:

"....

17.1. Accordingly, we decide to substitute the para 3.9 of the Order No. 06 of 2024 dated 31.08.2024 with the following paragraphs:

"3.9 Security Deposit

.....

The Solar 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 Solar 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.	*Up 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 Solar 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 Solar 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 Solar 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 Solar 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. 06 of 2024 dated 31.08.2024 shall remain unchanged.

17.2. It is further clarified that the actions already concluded by GETCO/DISCOM under the Clause 3.9 of Order No. 06 of 2024, including cancellation of connectivity or encashment of bank guarantees etc., shall not be reopened.

17.3. 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.

17.4. 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.

....."

9.5. We note that in furtherance of the above, the Applicant/Petitioner's timeline for completion of the Evacuation System timeline was stand revised from 28.10.2025 to 28.04.2026.

9.6. We note the submission of the Applicant/Petitioner that by virtue of extension in timeline and with an anticipation that they will be able to commission prior to the revised timeline i.e. 28.04.2026, the Applicant/Petitioner appeared on 09.04.2026 before the Commission to pray for withdrawal of the Petition. In view of the same the Commission vide its order dated 20.04.2026 in Petition No. 2566 of 2025 decide to dispose of the Petition as unconditionally withdrawal by the Petitioner.

9.7. We note the submission of the Applicant/Petitioner that the present Petition has been filed on the basis of subsequent developments and claiming new unforeseen events which have been claimed to be happened post filing of the First Petition i.e. 2566 of 2025, necessitating a further extension of 30 days from the revised Timeline.

10. The facts involved in the present matter as stated by the Applicant /petitioner is briefly stated as under:

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

10.2. The Commission had issued Tariff Order No. 6 of 2024 dated 31.08.2024 for Tariff framework for procurement of power by distribution licensees and others from Solar power projects for the State of Gujarat.

10.3. The Applicant/Petitioner is developing a 11.88 MW Solar power project at 66 KV Kotda Substation of the Respondent Gujarat Electricity Transmission Corporation Limited.

10.4. On 25.09.2024 the Applicant/Petitioner issued a BG amounting to Rs. 1,18,80,000/- (Rupees. One Crore and Eighteen Lakhs) in the name of Respondent GETCO expiring on 30.09.2026 with claim period till 30.09.2027.

10.5. On 29.09.2024 the Applicant/Petitioner applied for Stage-I and Stage II connectivity for evacuation of 11.88 MW Solar Power at 66KV KOTDA (F) on 66 KV class

10.6. The Respondent on 28.10.2024, intimated approval to the Applicant/Petitioner for Stage-I and Stage-II grid connectivity for evacuation of 11.88 MW Solar Power at 66KV KOTDA (F) on 66 KV Class for Captive use.

10.7. On 26.11.2024 the Respondent issued provisional estimate of 'Supervision Charges' for erection of 66kV feeder bay for evacuation of 11.88 MW Solar power evacuation at 66KV Kotda (F) (GETCO) S/S from Solar Power Station of M/S.VMS TMT LIMITED for captive use under Option-III.

10.8. The Applicant/Petitioner, on 26.12.2024 paid the supervision charges of Rs.11,80,104/-.

10.9. The Connection Agreement was executed on 21.12.2024, between Respondent and the Applicant/Petitioner for establishing connectivity of the Project with GETCO Substation.

10.10. The present Applicant /Petitioner filed Petition No. 2566 of 2025 which was unconditionally withdrawn on 20.04.2026, as the Commission vide Order dated 21.01.2026 extended the completion timeline of the evacuation line from 12 months to 18 months and the Petitioners was contemplating to complete the project within revised timeline.

10.11. The petitioner has preferred the present Petition seeking extension of one month from revised timeline on account of unforeseen event happened after withdrawal of earlier Petition No. 2566 of 2025.

11. Now, we deal with the issues raised in the present Petition on its merit.

11.1. The Applicant/Petitioner submitted that execution of the evacuation infrastructure was materially affected due to unforeseen events arising out of the geopolitical conflict involving the United States of America, the State of Israel and the Islamic Republic of Iran. The conflict escalated

into a large-scale military confrontation, which caused widespread disruption to global trade, logistics and supply chain networks. This disruption, according to the Applicant/Petitioner, was beyond its control and could neither have been foreseen nor mitigated through reasonable diligence.

11.2. The Applicant/Petitioner further submitted that the conflict caused severe disruption to international maritime logistics, including uncertainty and disruption along critical shipping routes such as the Strait of Hormuz, resulting in substantial delay in transportation of project material. It was also submitted that restrictions on airspace over several Middle Eastern countries significantly reduced international air cargo capacity, and that congestion at major transshipment ports, together with rerouting of vessels, further delayed movement of equipment and raw material required for execution of the project.

11.3. It was further submitted that on account of these circumstances, there were substantial delays in supply of critical project material. The 33 kV Cable and 66 kV Power Cable, scheduled for delivery on 25.03.2026, were actually delivered on 20.04.2026, a delay of 26 days. Similarly, the Hot-Dip Galvanized (HDG) structural material, scheduled for delivery on 30.03.2026, was delivered on 19.04.2026, a delay of 20 days, while the ICOG, 33 kV Switchboard Panel and CRP Panel, scheduled for delivery on 22.03.2026, were delivered on 26.04.2026, a delay of 35 days. According to the Applicant/Petitioner, these delays materially affected the construction schedule of the evacuation infrastructure.

11.4. Apart from the above, procurement of other essential inputs, including steel, copper, oil-based products and allied components required for manufacture and installation of transformers and associated electrical equipment, was also affected due to disruption in the global supply chain. This further compressed the execution schedule of the project.

11.5. The Applicant/Petitioner submitted that these delays were supported by contemporaneous documentary evidence received from independent suppliers and contractors. Purchase Order dated 12.02.2026 was placed on M/s Bhumi Corporation for supply of 33 kV HT and LT cables, with scheduled delivery by 15.03.2026. Vide communication dated 15.03.2026, the supplier informed that delivery would be delayed due to non-availability of raw material and transportation constraints arising from prevailing global conditions. The material was eventually delivered on 20.04.2026.

11.6. The Applicant/Petitioner submitted that Purchase Order dated 19.12.2025 was placed on M/s H. Harvi Engineering for supply of 66 kV switchyard material, with scheduled delivery by 20.03.2026. Vide communication dated 28.04.2026, the supplier informed that shortage of structural steel, industrial gas, insulation gas and other essential material, caused by the prevailing global war situation, had delayed supply of GI structures, CRP panels, SF6 circuit breakers and allied equipment, and that material originally scheduled for March 2026 was actually supplied only in May 2026. It was further submitted that Purchase Order dated 22.01.2026 was placed on M/s Expel Prosys Private Limited for supply of the 33 kV Switchboard Panel, with contractual delivery by 22.03.2026, and that the supplier, through

communications dated 10.03.2026, 23.03.2026, 04.04.2026 and 28.04.2026, consistently informed that delay in supply of CT/PTs by its sub-vendor, on account of the ongoing geopolitical conditions, had delayed manufacture and delivery of the HT panels. The HT Panel was ultimately delivered on 27.04.2026. The Applicant/Petitioner also submitted that Purchase Order dated 19.12.2025 was placed on M/s H. Harvi Engineering for supply and erection of the 66 kV, 630 sq. mm XLPE Underground Cable, with contractual delivery by 15.03.2026, and that the delay in supply of this cable was also confirmed by the supplier's communication dated 28.04.2026, attributing the delay to the prevailing global war situation.

11.7. The Applicant/Petitioner submitted that these contemporaneous communications, received from three independent suppliers, established a direct nexus between the geopolitical conflict and the delay in execution of the evacuation infrastructure. It was submitted that the purchase orders had been placed well in advance, and that the delay was entirely on account of disruption at the level of the manufacturers and sub-vendors, and not due to any lapse on the part of the Applicant/Petitioner.

11.8. The Applicant/Petitioner also placed on record newspaper reports and other material showing the widespread disruption caused to global trade and logistics by the geopolitical conflict. It was submitted that the Respondent had not disputed the occurrence of the conflict, or the resultant disruption to global supply chains, and had disputed only its linkage with the present Project.

11.9. The Applicant/Petitioner further relied on Office Memorandum dated 29.04.2026, issued by the Ministry of Finance, Department of Expenditure, Government of India, which recognised disruption arising out of the ongoing West Asia conflict as an unforeseen event affecting contractual performance. It was submitted that this Office Memorandum provides for extension of contractual timelines, without levy of penalty, where execution of works or supply obligations has been affected by such unforeseen events, in respect of contracts falling due on or after 28.02.2026.

11.10. The Applicant/Petitioner further submitted that, despite the above delays, it had completed all major construction activities and made the evacuation infrastructure ready for commissioning. In support of this, it submitted that the 11.7 MW AC / 16.499 MW DC captive solar project was registered with GEDA under the Gujarat Renewable Energy Policy, 2023, vide Registration No. GEDA/FR/GMS/25-26/12/3689/2689/1857 dated 16.12.2025. GETCO had granted Stage-I and Stage-II Grid Connectivity Approvals on 28.10.2024. The Provisional Estimate for supervision charges was issued by GETCO on 26.11.2024, the Final Estimate was issued on 15.04.2026, and the differential amount was paid by the Applicant/Petitioner through RTGS on 30.04.2026. It was submitted that the Chief Electrical Inspector, Gandhinagar (CEIG) granted Drawing Approval for the electrical installation on 13.03.2026, and thereafter granted Charging/Energisation Approval on 30.03.2026, following successful inspection on 28.03.2026. CEIG also granted Drawing Approval for the 66 kV XLPE underground cable on 18.03.2026, and Charging Approval

for the 33/66 kV transformer and HT breaker installed at the Pooling Sub-Station on 04.05.2026. The Applicant/Petitioner further submitted that the 66 kV Metering CT/PTs and ABT Meters were installed, tested and sealed at both the GETCO substation end and the Applicant/Petitioner's Pooling Sub-Station on 25.05.2026, in the presence of representatives of GETCO, UGVCL, M/s H. Harvi Engineering and the Applicant/Petitioner. It was further submitted that the RTU installed at the generating station was integrated with GETCO Sub-SLDC and REMC, with the Minutes of Meeting executed on 27.05.2026, and that the RTU installed at the consumer end was similarly integrated, with the Minutes of Meeting executed on 09.05.2026. Accordingly, the evacuation infrastructure, along with the bays and metering system, was complete and ready for charging as on 28.05.2026.

11.11. In view of the above, the Applicant/Petitioner submitted that the delay in procurement and execution of the evacuation infrastructure falls squarely within the scope of force majeure and unforeseen events, and prayed that the Commission may condone the delay and grant extension of the Scheduled Commercial Operation Date (SCOD) without any adverse consequences.

11.12. Per contra, the Respondent submitted that the Applicant/Petitioner's claim regarding disruption to maritime shipping routes, and the consequent diversion of material to alternate routes and increase in transit time, is based on mere assertions. It was submitted that the Applicant/Petitioner has referred to scheduled and actual delivery dates of certain raw material, but has not been put to strict proof of the

same, and has not shown that it was not otherwise delayed for reasons unconnected with the conflict. It was further submitted that the Applicant/Petitioner's submissions regarding input material are vague, and that the Applicant/Petitioner is required to furnish specific details.

11.13. It was further submitted that the Applicant/Petitioner's claim of having taken steps to mitigate the impact is also based on vague assertions, without any supporting documentation. It was submitted that while the Applicant/Petitioner claims that certain material scheduled for delivery in March 2026 was actually delivered in April 2026, no proof of this has been furnished, and that the email relied upon does not relate to the material referred to in the Petition. It was submitted that there is a mismatch between the claims made in the Petition and the documents annexed to it, and that the newspaper articles relied upon, even if considered, are not sufficient to establish the impact of the conflict on the present Project.

11.14. We have considered the submissions of the Applicant/Petitioner and the Respondent, and have examined the documents placed on record. The issue for consideration is whether the Applicant/Petitioner has established that the delay in completion of the evacuation infrastructure was solely and directly on account of delay in delivery of critical raw material caused by the ongoing geopolitical conflict, so as to warrant extension of the Scheduled Commercial Operation Date (SCOD).

11.15. We note that the Applicant/Petitioner has primarily relied on the geopolitical conflict involving the United States of America, the State of Israel and the Islamic Republic of Iran, and has contended that the

resultant disruption to international shipping routes, air cargo movement and global logistics caused delay in procurement of project material. In support of this claim, the Applicant/Petitioner has relied on communications from its suppliers, newspaper reports, and the Office Memorandum dated 29.04.2026 issued by the Ministry of Finance, Government of India.

11.16. We further note that while there is no dispute regarding the occurrence of the geopolitical conflict, or that the conflict had a general impact on international trade and logistics, however, the question for determination in the present case is whether the Applicant/Petitioner has established that the conflict had a direct bearing on the completion timeline of its Project, and what steps the Applicant/Petitioner took to mitigate this impact.

11.17. On examining the documents placed on record, we note that the communication dated 15.03.2026 from M/s Bhumi Corporation, the communication dated 28.04.2026 from M/s H. Harvi Engineering, and the communications dated 10.03.2026, 23.03.2026, 04.04.2026 and 28.04.2026 from M/s Expel Prosys Private Limited, do refer to delay in supply on account of prevailing global conditions. However, these communications are addressed by the suppliers to the Applicant/Petitioner's EPC contractor, and describe delay at the level of the supplier or its sub-vendor. They do not, by themselves, establish that the Applicant/Petitioner could not have avoided or mitigated the resultant delay to its own project timeline.

11.18. We agree with the submission of the Respondent GETCO that the Petitioner has not placed on record the requisite details or documents to show that the Project was not otherwise delayed for reasons unconnected with the geopolitical conflict. Apart from the communications received from its suppliers regarding delay in specific consignments, the Petitioner has not placed on record any contemporaneous project execution schedule, progress report, or other document to show that, but for the delay attributed to the conflict, the evacuation infrastructure would have been completed within the timeline of 28.04.2026. In the absence of such material, the Petitioner has not discharged the burden of showing that the entire delay in completion of the evacuation infrastructure is attributable solely to the geopolitical conflict.

11.19. We also note that the Applicant/Petitioner has relied on newspaper reports highlighting disruption to global trade and logistics. Such reports may indicate that the conflict had an impact on international commerce generally, but they do not establish that the delay in the present Project was directly caused by these events. General reports of worldwide developments cannot substitute project-specific evidence of causation.

11.20. We also note the reliance placed by the Applicant/Petitioner on the Office Memorandum dated 29.04.2026 issued by the Ministry of Finance, Department of Expenditure. This Office Memorandum provides general guidance to Government Ministries and Departments regarding contract administration in cases affected by the West Asia conflict. We agree with the submission of the Respondent GETCO that the said

memorandum does not automatically extend contractual timelines, nor does it dispense with the requirement of establishing a direct link between the unforeseen event and the delay in performance.

11.21. We note that the Applicant/Petitioner, as a project developer who has obtained connectivity for 11.88 MW at the GETCO substation for evacuation of power from its solar project under captive use, is obligated to complete the associated transmission system within the stipulated time. The availability of equipment such as the 33 kV Cable and LT Cables, the HDG Metal/GI Structure Material, the CRP Panel (66 kV Feeder C&R Panel) and SF6 Circuit Breaker, the 33 kV HT Switchboard Panel and CT/PT, and the 66 kV XLPE Underground Power Cable depends on the timing of procurement and the terms agreed between the Applicant/Petitioner and its suppliers. These are independent contractual arrangements between the Applicant/Petitioner and its equipment suppliers, and delay arising from them cannot, by itself, be a ground for extension of timelines under the transmission connectivity framework.

11.22. We note that delay or unavailability of material, or delay on the part of contractors or sub-contractors, is not treated as force majeure. It is the responsibility of the Petitioner to arrange for all inputs and equipment required for the project, and the Petitioner cannot seek extension merely on the ground that a geopolitical conflict was in progress.

11.23. Considering the above, we are of the view that the grounds urged by the Petitioner in support of its claim are general in nature, and do not establish a direct impact on execution of the evacuation infrastructure.

The prudent utility practice requires a project developer to factor in the contingencies that may arise during execution of a project for various reasons. A claim of force majeure must be based on the impossibility of performance, which is different from the routine contingencies that may affect execution of a project.

12. While the Petitioner is not entitled to the extension of time sought on the grounds urged in the present Petition, we consider it appropriate to take into account certain other facts on record. The Petitioner has placed on record the ABT Meter installation report dated 25.05.2026, in the form of the ABT meter sealing MoM, jointly signed by representatives of the Petitioner, the Respondent GETCO and the concerned Discom, UGVCL, as proof of installation of the ABT meter at both ends, namely at the GETCO 66 kV Kotda Sub-Station end and at the PSS of VMS TMT Ltd. The Petitioner has also placed on record Minutes of Meeting (MoM) dated 09.05.2026 and 27.05.2026, executed between Sub-SLDC, Gandhinagar and the Petitioner, regarding installation of the RTU and establishment of communication between the plant end and Sub-SLDC.

12.1. These documents shows that the evacuation infrastructure for the project was completed, and ready for evacuation of power, as on 27.05.2026, the date of installation of the ABT Meter and RTU for data communication between the solar project and Sub-SLDC. The Respondent GETCO has not raised any objection to these documents placed on record by the Petitioner as proof of completion of the evacuation infrastructure. It thus appears that the Respondent GETCO itself proceeded to complete the formalities of installation of the ABT

meter, at both the GETCO Sub-Station end and the VMS TMT PSS end, during the pendency of the present Petition.

12.2. In this peculiar situation, where the Petitioner has completed the evacuation infrastructure during the pendency of the present Petition seeking 30 days' extension, and where the Petitioner and the Respondent GETCO have jointly proceeded to complete the formalities such as installation of the ABT meter and the RTU for data communication, denial of relief by the Commission at this stage would lead to cancellation of the connectivity approval. This would, in turn, jeopardise the 11.88 MW solar project set up by the Petitioner, which is otherwise ready to connect with the grid.

12.3. We also bear in mind the mandate given under the Electricity Act, 2003, specifically under Section 86(1)(e) of the Act, which casts a duty on the Commission to promote development of renewable energy sources in the State. We are of the view that denial of the 30 days' extension at this stage would create uncertainty regarding grid connectivity of the Petitioner's solar project, which would run counter to the express mandate of the Electricity Act, 2003.

12.4. In the given facts and circumstances of the case, we consider it appropriate to direct the Applicant/Petitioner to approach the Respondent and complete all pending technical, procedural and regulatory formalities within a period of thirty (30) days from the date of this Order. Upon such approach being made by the Petitioner, the Respondent shall process the Petitioner's case, and facilitate commissioning of the evacuation infrastructure and grant of physical

connectivity, in accordance with the applicable laws, rules and regulations.

12.5. We clarify that this Order has been passed in light of the facts and circumstances of the present case, and on the consideration that denial of relief by the Commission at this stage, when the Petitioner has already completed the evacuation infrastructure, would lead to uncertainty regarding grid connectivity of the project. This Order shall not be treated as a precedent, nor shall it be construed as a determination of principle by the Commission.

13. With the above directions, the present Petition and IA stands disposed of accordingly.

14. Order accordingly.

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

Place: Gandhinagar.
Date: 20/07/2026.