BEFORE THE GUJARAT ELECTRICITY REGULATORY COMMISSION

GANDHINAGAR

Petition No. 2473 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 82 of the GERC (Conduct of Business) Regulations, 2004 seeking directions for quashing the letter dated 18.02.2025 issued at the behest of Respondent GETCO and for seeking further extension.

And

IA No. 32 of 2025 in Petition No. 2473 of 2025.

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 interim stay/ injunction and appropriate interim Orders.

Applicant/Petitioner	:	Renewgain Private Limited. Building No. B-1003, Sankalp Iconic Bodakdev, Ahmedabad-380054.
Represented By	:	Ld. Advocates Mr. Aditya K. Singh, Mr. Mridul Gupta, Mr. Vineet Gupta, Mr. Divyansh Singh, Ms. Anukriti Jain along with Mr. Ajay M. Shah.
		V/s.
Respondent	:	Gujarat Energy Transmission Corporation Limited Sardar Patel Vidyut Bhavan, Race Course Circle, Vadodara - 390 007, Gujarat.
Represented By	:	Ld. Adv. Mr. Aneesh Bajaj, along with Mr. Shobraj Jayswal.

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

Date: 23/07/2026.

ORDER

1. Before we proceed, it is to note that the record of this Petition shows that the present Petition, along with IAs, 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 by Applicant/Petitioner under Section 86 (1) (c), (e) and (f) of the Electricity Act, 2003 read with Regulations 80 and 82 of the GERC (*Conduct of Business*) Regulations, 2004 *inter-alia* seeking following reliefs.

   a) To quash the letter dated 18.02.2025 issued by GETCO.

   b) To declare and hold that the GETCO has no right to revoke the connectivity and encash the BG under the provisions of the tariff order for Hybrid projects in the event of delay in completion of the evacuation infrastructure.

   c) To declare and hold that unforeseen events have impacted ability of the Petitioner to construct the evacuation infrastructure for evacuation of 20 MW hybrid power.

d) *To grant extension of 365 days for commissioning the entire evacuation line along with bays and metering system for evacuation of 20 MW hybrid power from the project of petitioner due to delays suffered on account of unforeseen events.*

e) *To declare and hold that the Petitioner is allowed to commission the entire generation capacity within two (2) years from the date of allotment of Stage-II connectivity approval*.

3. The Applicant/ Petitioner has also filed IA No. 32 of 2025 in Petition No. 2473 of 2025, *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 actions against the Applicant from revoking the connectivity issued vide Connectivity No. GETCO/R&C/STAGE2000152 and from encashing the Bank Guarantee No. 0024NDDG00363524 dated 14.03.2024 amounting Rs. 2,00,00,000 (Rs. Two Crores only).

(c) Stay the operation of GETCO's letter dated 18.02.2025 till final disposal of the present Petition.

(d) 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, Renewgain Private 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 20MW at Daldi, Morbi district under captive mode.

4.2. 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.

4.3. The Applicant/Petitioner has been granted connectivity for evacuation of 20 MW Hybrid Power project at 66 kV for captive use at 66 kV Daldi sub-station of Respondent and Respondent has agreed to the connection of 20 MW Hybrid Power project of Applicant/Petitioner to the transmission system of GETCO at the interconnection point at 66kV level at 66 kV Daldi sub-station.

4.4. It is averred in the Petition that 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. It is stated that 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. The Ministry of Power held a meeting on 21.12.2023, chaired by the Additional Secretary (R&R and Transmission) to discuss the shortage of transformers and reactors.

4.8. 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.

4.9. It is stated that on 06.02.2024 the Applicant/Petitioner applied for Stage-I grid Connectivity for evacuation of 20 MW Hybrid power at 66 KV Daldi sub-station of Respondent on 66 kV level for captive use along with the Bank guarantee of Rs. 2,00,00,000 (Rupees Two Crores Only) issued by ICICI limited on behalf of the Applicant/Petitioner to the Respondent and the claim expiry period is upto 07.08.2026.

4.10. The Applicant/Petitioner is undertaking two Wind-Solar hybrid projects at the 66 kV Daldi substation in Gujarat with a total combined capacity of 28 MW in the same location. The first project involves 20 MW of hybrid power, while the second project focuses on 8 MW hybrid project.

4.11. On 30.03.2024, the Respondent intimated approval to the Applicant/Petitioner for Stage-I grid connectivity and on 31.03.2024 the Respondent intimated approval to the Applicant/Petitioner for Stage-II grid connectivity.

4.12. It is stated 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.

4.13. The Respondent has issued the provisional estimate of supervision charges on 18.04.2024 for erection of 66 KV feeder bay for evacuation of 20 MW Hybrid power and the said estimate was paid by the Applicant/Petitioner on 03.05.2024 and the connection agreement between the Respondent and the Applicant/Petitioner was executed on 09.05.2024 for establishing connectivity of 20 MW Hybrid Power project with 66kV Daldi sub-station of GETCO.

4.14. It is submitted that in a meeting held on 12.09.2024, the Applicant/Petitioner and the Respondent discussed the provisional estimate for supervision charges related to the erection of a 66kV feeder bay at the 66 kV Daldi GETCO sub-station for evacuation of 28 MW (20+8 MW) hybrid power. A joint site visit was also conducted on 12.09.2024,

and it was agreed that the opposite bay of Tr. No. 2 would be used for the feeder bay. The Applicant/Petitioner had paid the necessary estimate amounts, and the layout for the proposed feeder bay was to be prepared based on GETCO's existing layout. The meeting also highlighted the need for re-approval of the 66kV CTs due to the combined 28 MW capacity, with a revision of the estimate accordingly.

4.15. The Respondent on 18.09.2024 issued a letter to Applicant/Petitioner regarding the erection of a 66kV feeder bay at the 66kV Daldi substation for evacuating 20 MW of hybrid power from the Applicant/Petitioner's power station and the erection of a 66kV Metering bay for evacuating 8 MW of hybrid power at the Applicant/Petitioner's end. The Key points of the letter are enumerated below:

(i) M/s Hi Tech Transpower Pvt. Ltd. being a registered contractor of GETCO is hereby allowed for erection of 66kV Feeder bay at 66kV Daladi substation. for the 20MMW capacity.

(ii) Materials for the project are permitted to be procured from GETCO-approved vendors. List of the same is reproduced below:

Item	Approved Vendors
66kV SF6 Breaker	ABB (Hitachi Energy), Siemens, CG Power
66kV CT-PT including metering	JSU, Mehru Lamco, CG Power
66kV LA (Lightning Arrester)	Sterling, ABS, GR Power
66kV Isolator with & without E/B	Lattice, Zincare, Bilmat, Topline

66kV Structure Material for Equipment	ABI, IE Popular
66kV BPI (Bus Post Insulator)	Switchgear, Stelmec
66kV Feeder CRP Control Cable and Connectors	Handresh
ACSR Conductor (Panther & Zebra)	Cables/Allwin, Ultracab
Fire Wedge Connector	Raychem
Nut Bolts	Radadia, Prakruti
66kV RI (Ring Insulator)	Fasteners/Three Radhe

(iii) Vendors must adhere to GETCO's specifications and type test requirements, and any drawings must be approved before proceeding.

(iv) GETCO reserves the right to approve the vendor only if all technical requirements are met.

(v) The approval is provided on a general basis, and the contractor is responsible for ensuring the quality and warranty of the equipment.

4.16. The Applicant/Petitioner on 28.09.2024 submitted the land document to GETCO for their two Wind-Solar Hybrid Project at the 66 kV Daldi substation, covering a total of 28 MW connectivity. This submission was in accordance with the guidelines for approval of 20 MW and 8 MW projects. As the land documents were for both the projects combined, the Respondent requested a bifurcation of the land for the two projects. The Applicant/Petitioner provided separate undertaking detailing the land required for each projects' wind and solar components.

4.17. The Respondent on 09.10.2024 issued a letter to Applicant/Petitioner providing standardized drawings for the erection of a 66 kV feeder bay at the 66kV Daldi GETCO sub-station for the evacuation of 20+ 8 MW hybrid power. It referenced the approved estimates and contractor / vendor approvals for the projects. The letter outlined the required equipment and associated drawings, instructing the company to collect the approved drawings from the manufacturer after placing the order. It is also specified that before raising an inspection call, the Applicant/Petitioner must submit the drawings to GETCO's R&C department and provide all necessary details for each item ordered.

4.18. On 03.10.2024, a non-binding term sheet for contracted capacity of 2.1 MW Wind-Solar hybrid power was entered into by Applicant/Petitioner and a potential consumer.

4.19. The kick off meeting for the 20+8MW hybrid project at 66kV Daldi substation was held on 15.10.2024, wherein Applicant/Petitioner confirmed the understanding of the project procedures. The project, under Option-III, will be executed through GETCO's registered contractors and vendors. All equipment will be sourced from GETCO-approved suppliers and standard and variable drawings for the materials will be submitted before manufacturing. The company will comply with all technical requirements during detailed engineering.

4.20. The Respondent on 21.12.2024 issued a letter approving the layout for the 66kV feeder bay for the evacuation of 28.0 MW (20+8 MW) Hybrid Power at 66kV Daldi substation for Applicant/Petitioner under the deposit scheme Option-III. The layout, approved by the competent authority, was

enclosed with the letter along with the approval copy. The Deputy Engineer (Const./Civil) at the Morbi Construction Division was instructed to inform the approved vendor and the applicant, provide them with the approved layout, and ensure the execution of work as per the layout and the comments in the approval letter.

4.21. It is stated that a joint meeting was held on 26.12.2024 at the 66kV Daldi GETCO sub-station of the commencement of work for the erection of 66kV feeder bay for evacuation of 28 MW (20+8 MW) hybrid Power. Applicant/Petitioner was handed the approved layout as per the reference letter and was instructed to execute the work accordingly. The Applicant/Petitioner was required to arrange 24 hour security during work execution and follow safety protocols, including appointing a safety officer. The Applicant/Petitioner was asked to submit completed "Health and safety checklist" and ensure the work adhered to GETCO's standard FQP. The project was to follow the approved earthing design, and any changed were to be approved. If any excess payments occurred, they would be included in the job bill and Applicant/Petitioner was responsible for paying the same.

4.22. On 21.01.2025 a letter was sent by the Respondent to Applicant/Petitioner which discussed the standard drawings for the erection of a 66kV feeder bay for the evacuation of 28 MW (20+8)MW hybrid power at the 66kV Daldi GETCO sub-station. It referred to multiple documents including the T.O. Estimates and vendor approvals for the 20 MW and 8 MW capacities. It specified that the approved drawings for certain equipments, such as control cables and dead ends, had to be collected from the manufacturer

once the order was placed. Further, Applicant/Petitioner was instructed to submit necessary documents, including the request letter, GETCO estimate, and vendor approval. All drawings had to be submitted in a spiral bound copy, with the required project details on each page. The original drawings were to be made available to the inspector as needed.

4.23. On 06.02.2025 Applicant/Petitioner submitted a covering letter to Respondent, clarifying land document submission for their two Wind-Solar hybrid projects at the GETCO 66 kV Daldi sub-station. The company had received approvals for 20 MW and 8 MW connectivity in March and May 2024, respectively, and had submitted a single land document in September 2024 for both projects. However, Respondent requested a bifurcation of the land for the 20 MW and 8 MW projects. In response, Applicant/Petitioner provided two separate undertakings, detailing the land required for the wind-solar part of each project. They requested acknowledgement and offered to provide any additional information, if necessary.

4.24. The Applicant/Petitioner had initiated the construction work for evacuation infrastructure on time and it faced lot of unforeseen difficulties in implementation of the same. These difficulties include the following:

(i) Delay due to Bank facility clarification.

(ii) Delay in transformer delivery due to market demand crises.

4.25. This Commission issued the Gujarat Electricity Regulatory Commission (Terms and Conditions for Green Energy Open Access) Regulations, 2024 on 21.02.2024, in furtherance of the Electricity (Promoting Renewable energy through Green Energy Open Access) Rules, 2022. These

Regulations are applicable for allowing Open Access to electricity generated from green energy sources and are applicable to the licensees, green energy generators or consumers with a contract demand or sanctioned load of 100 KW or more.

4.26. Regulation 17 of the said Regulations provides for banking facility and applicable charges. It states that banking facility shall be permitted to consumer availing green energy open access. Further, it provides that the permitted quantum of banked energy by the green energy open access consumers shall be at least 30% of total consumption of electricity from the distribution licensee by the consumers during the billing period.

4.27. Plain meaning of Regulations 17 and 17.6, reflects that the consumer should be allowed banking facilities of minimum 30% of total consumption. However, this issue was interpreted by the concerned authorities in Gujarat as that they would only allow banking for the quantum of energy which was above 30% of total consumption.

4.28. This interpretation led to uncertainty amongst stakeholders. Relevant developers started staring towards regulatory vacuum and initiated to approach relevant authorities to intervene. In absence of any clarification, investment in Gujarat was at standstill and stakeholders as well as the Applicant/Petitioner started awaiting relevant clarification because present interpretation had ignored infirm nature of renewable energy. Being an important stakeholder, clarity was then sought by the Energy and Petrochemicals Department, Government of Gujarat from the Ministry of Power, Government of India regarding interpretation of banking provisions of the GEOA Rules, 2022.

4.29. The MoP, on 21.08.2024 issued a clarification with respect to the banking provision of the GEOA Rules, 2022 stating that:

(a) Energy obtained through open access arrangements, either through a third party supplier or via captive generation utilizing the distribution network will be excluded from the calculation of banked energy.

(b) The permissible quantum of banked energy, a minimum of 30% of total monthly consumption, only the energy directly procured from the distribution licensee shall be considered.

4.30. Post clarification, on 31.08.2024, GUVNL issued a clarification on banking provisions. Uncertainty concerning banking was put to rest. Therefore, from 13.02.2024 till 31.08.2024 ability of the Petitioner to progress with the development of power project was severely impacted.

4.31. On 13.02.2025, the Gujarat Chamber of Commerce and Industry issued a letter to the Hon'ble Chief Minister of Gujarat, seeking urgent relief on key issues concerning banking provisions and prayed that without his intervention industry will not survive.

4.32. The delay in the delivery of transformer can be attributed to an ongoing market demand crisis and significant disruptions in the global supply chain, both of which constitute unforeseeable events that lie beyond the Applicant/Petitioner's control. The current global supply chain issues, which have affected industries worldwide, have resulted in severe shortages of critical components, including the specific circuit breakers required for this project. Despite the Applicant/Petitioner's best efforts,

including proactive and continuous follow up with the Original Equipment Manufacturers (OEM) suppliers, there has been no feasible way to expedite the delivery process within the initially anticipated timeframe.

4.33. In the meeting held on 21.12.2023 by Ministry of Power, the issue of transformer and reactor shortages was discussed in detail. Representatives from the Indian Electrical and Electronics Manufacturers Association (IEEMA) explained that due to a high number of tenders being released in 2023, the industry's manufacturing capacities have already been booked for 2024. As a result, manufacturers were unable to supply Extra High Voltage (EHV) transformers and reactors (400 kV and above) before March, 2025. Additionally, the transformer industry is facing significant challenges due to heavy reliance on imports for key components like CRGO and Copper, contributing to price fluctuations and supply chain constraints.

4.34. It is stated that this situation mirrors the Applicant/Petitioner's predicament, where delays in transformer deliveries are largely due to global supply chain disruptions and market demand crisis. Despite proactive efforts to follow up with suppliers and procure the necessary materials, these unforeseen supply challenges have caused substantial setbacks, making it impossible to meet the original project timelines due to this unforeseen circumstance. The Applicant/Petitioner, like the industries at large, faces delays in fulfilling transformer orders due to limited manufacturing capacity, compounded by geopolitical factors and price volatility of essential materials. These issues were not anticipated

during the project's planning phase, highlighting how such disruptions are beyond the control of the Applicant/Petitioner.

4.35. It is stated that communications exchanged between the Applicant/Petitioner and OEM suppliers are set out hereunder:

(i) Hi Tech Transpower Pvt. Ltd., contractor of the Applicant/Petitioner issued a purchase order vide PO REF. NO.: HTP Proc./ATLANTA/Enertech/286 dated 04.09.2024 to M/s Atlanta Electrical Pvt. Ltd., Vithal Udyognagar, Anand-388121, Gujarat for Supply of 66/33 KV, 25/31.5 MVA Copper Wound Power Transformers for 28MW (20+8) Hybrid Power Project of Applicant/Petitioner at Daldi, Gujarat. The delivery period of the order was fixed for 3rd week of January 2025.

(ii) Hi Tech Transpower Pvt. Ltd., contractor of the Applicant/Petitioner issued a purchase vide PO REF. NO.: HTP-Proc./EXPERT/Enertech/287 dated 05.09.2024 to Expert Engineers A1, A2, A3 Galaxy industrial park, Ahmedabad, Gujarat Order for the supply of 66KV SF6 CB for the project of 28 MW (20+8) Hybrid Power Project of Applicant/Petitioner at Daldi, Gujarat. Delivery Period was set for 10-12 weeks from the date of the PO.

(iii) Hi Tech Transpower Pvt. Ltd., contractor of the Applicant/Petitioner issued a purchase Order to JSL Industries Ltd. Mogar, vide PO REF. NO.: HTP-Proc/JSL/Enertech/293 dated 11.09.2024 for supply of 66KV CTs & PTs for the project of 28 MW (20+8) Hybrid Power

Project of Applicant/Petitioner at Daldi. Delivery Period of the purchase order was set for dispatch by 3rd week of December 2024.

(iv) Hi Tech Transpower Pvt. Ltd., contractor of the Applicant/Petitioner issued a Purchase Order to Shrinathji Electricals, Bhavnagar vide PO REF. NO. HTP-Proc/SHRINATHI/Enertech/295 on 16.09.2024 for Supply of 66KV CL-3 LA Metal Oxide gapless in Porcelain Housing LA with standard accessories with Insulating Base & Surge Monitor for the project of 28 MW (20+8) Hybrid Power Project of Applicant/Petitioner at Daldi. Delivery Period for the purchase order was set for dispatch by 2nd week of December 2024

(v) Hi Tech Transpower Pvt. Ltd., contractor of the Applicant/Petitioner issued a Purchase Order to Air Break Switchgear Products Pvt. Ltd, Waghodia, BARODA-391760 vide PO REF. NO.: HTP-Proc./ABS/Enertech/299 on 23.09.2024 for the supply of 66KV Motorized Isolator for the project of 28 MW (20+8) Hybrid Power Project of Applicant/Petitioner at Daldi. Delivery Period for the purchase order was set for dispatch by 4th week of December 2024.

(vi) Letter issued by JSL Industries to M/s Hitech Transpower Pvt. Ltd. Contractor about a delay in the delivery of the order due to temporary blockage in the production line and they are working towards new delivery date of 2nd week of April, 2025.

(vii) Letter issued by Shrinath electrical to M/s Hitech Transpower Pvt. Ltd.- Contractor on 21.12.2024 about a delay in the delivery of the order (Ref. No. HTTPL/Shrinathji/ENRTC/44/LA-62 stated:

"*As per the current situation there is a paucity in the Porcelain. Eventually this caused the SCM disarray to our Nasik Unit. This thing leads us to revise your delivery schedule in the month of May, 2025*."

(viii) Letter issued by Air Break Switchgear Products Pvt. Ltd. informs M/s Hitech Transpower Pvt. Ltd on 23.12.2024 about a delay in the delivery of the order (Ref. No. HTP-Proc/ABS/Enertech/299) for the 66KV, 1250A, 40kA HDB Motorized Isolator required for the 28MW Hybrid Power Project of Applicant/Petitioner at Daldi. The delay, caused by supply chain disruptions and a shortage of porcelain insulators in the market, is expected to extend by approximately 12-15 weeks. The company apologizes for the inconvenience and assures that the materials will be ready by June 2025.

(ix) Letter issued by Atlanta Electricals Ltd. informs M/s Hitech Transpower Pvt. Ltd., Applicant/Petitioner's contractor (Ref. No. HTP-Proc/ATLANTA/Enertech/283, dated 04.09.2024) on 08.01.2025 about the rescheduling of the delivery date for the 25/31.5 MVA, 66/33KV, YNyn0 Power Transformer for the 28MW Hybrid Power Project of Applicant/Petitioner at Daldi. Due to high demand for materials in the industrial and renewable sectors and shortages of key raw materials like porcelain bushings, OLTC, and main tank materials, the transformer's readiness will be delayed until the last week of July 2025. The company assures that the material will be ready by this date without fail.

4.36. It is stated that even the vendors were facing delay in the delivery of the 25/31.5 MVA, 66/33KV Power Transformer for the 28MW Hybrid Power

Project at Daldi. The delay has been caused by unforeseen global supply chain disruptions, including severe shortages of essential raw materials such as porcelain bushings, OLTC, and main tank components, along with a significant surge in demand across the industrial and renewable sectors

4.37. It is stated that delay in obtaining required approval/clearances from Government instrumentalities is beyond the control of the project developer which amounted to force majeure/unforeseen events. In this regard, the Applicant/Petitioner relied on the following judgements:

(i) Hon'ble Appellate Tribunal Judgement in Hirehalli Solar Power project LLP- v- Bangalore Electricity Supply Company Ltd. 2021 SCC Online APTEL

(ii) The Hon'ble Supreme Court Judgement in Bangalore Electricity Supply Company Limited -v- Hirehalli Solar Power project LLP and Others, 2024 SCC Online SC 2253

(iii) The Hon'ble Appellate Tribunal in Chennamangathihalli Solar Power Project LL.P v- Bangalore Electricity Supply Company Limited 2020 SCC online APTEL 75.

(iv) The Hon'ble Supreme Court order dated 18.12.2020 in Civil Appeal No. 3958 of 2020 in the matter of Bangalore Electricity Supply Company Ltd v- Chennamangathihalli Solar Power Project LL.P and Others.

4.38. The following table provides the details of the delay suffered by the Applicant/Petitioner on account of the unforeseen events and extension of time sought by the Applicant/Petitioner on account of the said unforeseen

events in the existing timeline for commissioning the entire evacuation infrastructure.

Sr. No.	Unforeseen Event	Delay (In period)	Extension of time sought (in days)
1	Delay in delivery of power transformer	12.03.2024 – continuing	365 days
2	Delay due to uncertainty in banking regulation	12.03.2024 – 31.08.2024	173 days
	Total extension of time sought (in days)		365 days

4.39. The Applicant/Petitioner has, thus, prayed for extension of 365 days for construction of the evacuation infrastructure and further to hold and declare that the Applicant/Petitioner is entitled to commission entire generation capacity within two years from the date of allotment of Stage-II connectivity approval.

5. The Respondent has filed its reply on 23.04.2025 and submitted as under:

5.1. The Respondent contended that the present petition has been filed by the Petitioner seeking extension of the SCOD for infrastructure being developed by the Petitioner. The issue is not related to any work to be done by STU. The Applicant/Petitioner has also sought for clarification/directions in regard to the timelines for commissioning of the generation capacity.

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. 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.

5.4. It is contended that 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 project based on Renewable sources to Intra State Transmission system on 07.01.2023.

5.5. It is pointed out that the Detailed Procedure provides as under:

"…..

5. Provisions with regards to Connectivity and Bank Guarantee

5.1 This provision is governed in accordance with the GERC Connectivity Regulations and relevant orders issued by the State Commission for projects based on Renewable Energy Sources, as applicable from time to time.

……..

"10.2 (A) Stage II Connectivity grantees shall require to complete the dedicated transmission line(s) including require bays, bus-bar at transmission licensees sub-station 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.

……."

5.6. Therefore, if the Grantee does not construct the dedicated transmission line as per the timelines, the Stage – II Connectivity shall be revoked and the Bank Guarantee shall also be encashed. Therefore, the Detailed Procedure read with the relevant Tariff Order provides for submission of bank Guarantees and provide for cancellation with encashment of bank Guarantee in case the Grantee does not meet the requirements.

5.7. 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 order only recognizes failure to commission the project on case-to-case basis due to unforeseen reasons. While the Tariff Order recognizes extension in certain cases, there is no inherent power in terms of the Electricity Act or otherwise in the Conduct of Business Regulations or any other regulation for such aspects. Regulation 80 and 82 of the Conduct of Business Regulations do not apply to the present case. It is contended that the Conduct of Business Regulations is for the procedure before the Commission. In this regard, the Hon'ble Supreme Court has, in GUNL v. Solar Semi Conductor Power Company (India) Private Limited and Another (2017)16 SCC 498 in context of the conduct of Business Regulations of this Commission referring to decisions of the Hon'ble Supreme Court, recognized that inherent powers are procedural in nature and cannot affect the substantive right of the parties.

5.8. It is further stated that the 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 generally 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.

5.9. 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.

5.10. It is submitted that the Applicant/Petitioner has sought to refer to policies when the issue has to be decided as per the Detailed procedure and Tariff Order. The Applicant/Petitioner has sought to refer to the government of Gujarat Hybrid Policy 2018 which is not applicable to the Applicant/Petitioner. The project of the Applicant/Petitioner was not commissioned within the control period of said policy. In fact, the Applicant/Petitioner was granted connectivity in 2024 i.e. after promulgation of the 2023 policy.

5.11. It is the responsibility of the Applicant/Petitioner to demonstrate the same. The burden of proof in this regard lies on the Applicant/Petitioner and the Applicant/Petitioner is required to substantiate its claim and the Commission may verify the same. If there was any default or imprudency on part of the Applicant/Petitioner, the Applicant/Petitioner cannot be allowed extension.

5.12. The Applicant/Petitioner was granted Stage-II Connectivity vide (1) Letter dated 31.03.2024 for 20 MW hybrid power project at 66 KV for captive use at 66 KV Daldi Sub-station of GETCO. The estimate was issued on 18.04.2024 as lead generator and the payment was made on 03.05.2024 and Connection Agreement signed on 13.05.2024 (not on 09.05.2024 as

claimed). (2) letter dated 31.05.2024 for 8 MW hybrid power project under captive mode at 66 kV Daldi sub-station of GETCO. The estimate was issued on 24.06.2024 as sharing and the payment was made on 16.07.2024 and connection agreement signed on 06.07.20204.

5.13. The Applicant/Petitioner in the present case has referred only to the 20 MW. In terms of the prevailing timelines on the date of Stage-II connectivity being 12 months, the Applicant/Petitioner was required to complete by 30.03.2025.

5.14. The Applicant/Petitioner was well aware of the timelines and requirement. 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.

5.15. It is submitted that in terms of the Hybrid Tariff Order dated 22.02.2024, the extension can be granted only by the Commission and GETCO cannot grant any extension. Therefore GETCO had issued the letter dated 18.02.2025 reminding the timelines and consequences thereof. The issuance of letter is not necessity under the Detailed Procedure and is only by way of a reminder. It is the responsibility of the Petitioner to ensure that the extension was sought within time. It is submitted that it may be noted that the Applicant/Petitioner has sought to approach the Commission with delay and such aspects may also be considered by the Commission.

5.16. The Applicant/Petitioner is seeking on the basis of alleged aspect:

(a) Lack of clarity on the banking regulation.

(b) Delay in transfer and raw material delivery due to market demand crisis.

5.17. The Applicant/Petitioner has submitted the bank guarantee dated 14.03.2024 of amount of Rs. 2,00,00,000 which is expiring on 07.08.2025 with claim period until 08.08.2026 (in relation to 20 MW). It is stated that in regard to 8 MW, the bank guarantee dated 09.04.2024 for Rs. 80,00,000/- has been submitted expiring on 08.10.2025 with claim period till 08.10.2026. The Applicant/Petitioner is required to ensure that the bank guarantee is valid for the Period and Respondent reserves its right to encash the same. The bank guarantee is an unconditional bank guarantee.

5.18. The Applicant/Petitioner has claimed the delay from 12.03.2024 for both alleged events which is erroneous and misconceived. The Stage-II connectivity was only granted on 31.03.2024. The Applicant/Petitioner did not withdraw its application nor otherwise made any submission. Further, the estimate was issued, the payment made and connection agreement signed this time. At no point the Applicant/Petitioner raised any issue.

5.19. The Applicant/Petitioner was required to appoint a contractor and seek approval from GETCO and further get the drawings approved. The Applicant/Petitioner had also obtained connectivity for 8 MW for which Stage-II Connectivity was on 31.05.2024 and the estimate was paid for 8 MW on 10.07.2024. The Applicant/Petitioner had approached GETCO for approval of contractor even for 20 MW only after the above.

5.20. The Applicant/Petitioner approached GETCO vide Letter dated 02.09.2024 (received on 05.09.2024) for approval of M/s Hi Tech Transpower Pvt Ltd as contractor which was done on 18.09.2024. The Letter dated 18.09.2024 was in response to the Applicant/Petitioner's letter dated 02.09.2024 which has not been produced by the Applicant/Petitioner. The Stage-II Connectivity itself had stated that the work was to be done through GETCO approved contractors and GETCO would arrange kick off meeting. GETCO also refers to the terms and conditions with the Letter dated 18.04.2024.

5.21. It is submitted that a joint visit and meeting was held on 12.09.2024 based on verbal request of the Applicant/Petitioner made on 11.09.2024 to the field office of GETCO. The provisional estimate issued on 18.04.2024 refers to joint visit for the final estimate and it was upto the Applicant/Petitioner to approach the GETCO field office for joint survey/visit. A joint visit to the substation would reveal what work is actually to be done at the substation and this is routine practice for all developers.

5.22. Further, kick off meeting was held on 15.10.2024 based on request made by the Applicant/Petitioner on 11.10.2024. The kick off meeting considered the upgraded capacity of 28 MW for upgradation of CTR and other terms and conditions remain unchanged. The technical requirements are standard practice and necessary and the Applicant/Petitioner was well aware. The kick off meeting also emphasised the timelines as per order of this Commission.

5.23. The Applicant/Petitioner has referred to approval of the SLD and other aspects but has not disclosed its own request date and only referred to

dates of GETCO letter. The Single Line diagram has to be submitted by the Applicant/Petitioner or its contractor for approval of GETCO.

5.24. The Applicant/Petitioner had submitted the correct set of Layout on 19.11.2024 which was approved on 21.12.2024 and handed over on 26.12.2024 as per MOM. (Set of layouts contain: SS Layout plan, single line diagram & protection, single line diagram, earthing). The Applicant/Petitioner had submitted multiple times the set of drawings but correct drawings were submitted only on 19.11.2024 which was then forwarded internally for approval and final circle office approval was on 21.12.2024).

5.25. The Applicant/Petitioner's contractor had sought the standard drawing vide letter dated 16.01.2025 received by GETCO through email dated 18.01.2025 which was responded on 21.01.2025.

5.26. It is submitted that the Applicant/Petitioner has claimed that there was lack of clarity on banking in terms of the GERC's Green Open Access Regulations, 2024. While there was no revision in the Regulations as such, the letter dated 31.08.2024 was issued by GUVNL as a clarification based on the clarification dated 21.08.2024 by the Ministry of Power. The Applicant/Petitioner had obtained connectivity for 20 MW and 8 MW prior to the above and the final capacity also appears to be 28 MW only.

5.27. The Applicant/Petitioner has claimed the uncertainty from 12.03.2024 to 31.08.2024 without any basis. There is no basis for any claim for 12.03.2024 particularly when the Stage-II connectivity itself was granted on 31.03.2024. If there was confusion on 12.03.2024, then the

Applicant/Petitioner should have explained why it proceeded with the application. It is not clear when the alleged confusion occurred.

5.28. The Applicant/Petitioner has referred to confusion in terms of the quantum of banking allowed; however, it is not clear who the concerned authorities are. It is not clear how this impacted the evacuation system to be laid down by the Applicant/Petitioner to the sub-station. The Applicant/Petitioner has also not provided any details of how it was affected, nor has it been specifically stated that the project activities were at a standstill. The Applicant/Petitioner has to clarify if it is its claim that no activity was carried out during this period.

5.29. The Applicant/Petitioner has not provided any details of approaching this Commission for clarification nor has it stated the efforts taken by it. The Applicant/Petitioner also did not approach the Commission at this time for any aspect of delay.

5.30. The Commission may consider whether such aspects can be considered and to what extent, if any, the above alleged confusion had any impact on the timelines for the construction of the evacuation line and whether there are supporting documents to that effect.

5.31. It is submitted that the capacity of the evacuation line as per the Detailed Procedure is based on voltage of connectivity and not the capacity of the project. Therefore, the capacity of the line to be constructed by the Applicant/Petitioner at 66 KV connectivity would have remained the same, irrespective of capacity of the project.

5.32. It is submitted that the Applicant/Petitioner has claimed that there is delay in transformer delivery due to market demand crisis and further claiming delay from 12.03.2024. There is no role of GETCO in this.

5.33. The Applicant/Petitioner has sought to rely on the purchase Orders placed by Hi tech transformer Pvt. Ltd. in September 2024. One of the orders has a delivery schedule of 4th week of December 2025. Further the Applicant/Petitioner has sought to rely on letters by vendors for HDB Motorised isolator (due to alleged delay in availability in open market. In relation to purchase Order dated 23.09.2024. Letter dated 08.01.2025 for power transformer in relation to purchase order 04.09.2024, letter dated 16.12.2025 for CT-PT for purchase order dated 11.09.2024 letter dated 21.12.2024 for class III LA for purchase order dated 16.09.2024. Not all the delays are due to any market demand crisis.

5.34. It is submitted that the claim of proactive follow up is also not substantiated. The Applicant/Petitioner may also clarify if there is any penalty or damages recovered from the suppliers for the alleged delay in delivery or if it has been considered force majeure in the contract with contractor/sub-contractor.

5.35. Further, if there was delay in placing of order due to any alleged delays in power project, then this cannot be claimed as reason for extension. It appears that the term sheet with the consumer was signed on 03.10.2024 and the proposed schedule was already June 2025. The said document was not submitted to GETCO and GETCO has no personal knowledge of the same.

5.36. As per the claim of the Applicant/Petitioner itself, it was known in December 2023/ January 2024 itself that there was shortage of transformers and reactors. The Applicant/Petitioner is seeking to rely on the meeting by Ministry of Power dated 21.12.2023. As stated by the Applicant/Petitioner that the manufacturing capacity was already booked for 2024 and therefore manufacturing capacity are unable to supply before march 2025 (through the reference is to higher voltage whereas the Applicant/Petitioner is 66kV). Therefore when the Applicant/Petitioner applied in February 2024 and received the Stage-II connectivity on 31.03.2024, it was aware of the issues. The Applicant/Petitioner did not object or challenge the timelines in order dated 22.02.2024 which provided for 12 months. Despite the same, the Applicant/Petitioner through its contractor has alleged to have placed the purchase order only in September 2024.

5.37. It is the responsibility of the Applicant/Petitioner to arrange for all inputs / equipments etc. and cannot seek extension merely because there has been a delay. This cannot be an unforeseen reason. Further the reason for delay is not any specific event but that there is allegedly sudden increase in demand.

5.38. The delays or unavailability of materials or delays by contractors /sub-contractors is not considered to be force majeure and has been excluded in case of PPAs. The Commission may consider whether the same can be a basis for consideration of extension of time and whether delays in delivery can be seen as unforeseen reasons. Further even if it is to be considered, the Applicant/Petitioner has to demonstrate that the same was indeed

unforeseen and was a sudden and new situation. It cannot be that if the situation of high market demand was already existing, the Applicant/Petitioner can still claim the same to be unforeseen.

5.39. It is submitted that the claim of 365 days is completely unacceptable. The Petitioner had placed the orders only in September 2024 and thereafter the delivery normally itself would take a few months. If at all there is any consideration of unforeseen reason, then the period of such unforeseen delay only can be considered.

5.40. The reliance on decisions relating to delays in obtaining approvals and clearances from Government instrumentalities is misconceived. There is no approval or clearance in this case, without which the project or evacuation line could not be proceeded with.

5.41. The Applicant/Petitioner has sought to rely on decision in Hirehalli Solar Power Project, 2021 SCC Online APTEL 66 and 2024 SCC online 2253 and Bangalore Electricity supply Company limited vs. Hirehalli Solar Power Project LLP and Others 2024 SCC Online SC 2253 which deals with force majeure in a contract. In the present case, the timelines are as per detailed procedure and there is no provision of force majeure in a contract. In the present case, the timelines are as per Detailed Procedure and there is no provision of force majeure. Even otherwise, while the issue is contractual in the said case and in the said case, BESCOM had in fact extended the time first and then changed its mind. Even otherwise, in the said case, it was held that the Appellants therein cannot be blamed for delay and it was not

within their control. The Appellants had done whatever it could to secure the approvals.

5.42. Further, in Chennamangathihalli Solar Power Project LLP Vs. Bangalore Electricity Supply Company Ltd. SCC online APTEL 75, which was also the case of contract-PPA it was noted that there was considerable delay by the authorities and the same was beyond control of the Appellants therein.

5.43. The Applicant/Petitioner has to clarify what approvals had to be secured and further it is the Applicant/Petitioner's burden to demonstrate that it had done everything it could and there was unreasonable delay in obtaining approvals. The decision of the Hon'ble Supreme court was based on the finding of fact by the Hon'ble Tribunal.

5.44. It is submitted that there is no force majeure clause, it has been held that the force majeure clause has to be narrowly construed by the Hon'ble High Court of Delhi by referring to Energy Watchdog Case.

5.45. It is also denied by the Respondent that the Applicant/Petitioner had consistently communicated with the relevant authorities. Despite being aware that it is only the Commission which can grant extension, the Applicant/Petitioner did not approach the Commission until the last minute. Further, the Applicant/Petitioner has only approached the Commission by filing the present Petition on 28.03.2025 even though it was well aware of the timelines. There was no error in Respondent issuing the Letter dated 18.02.2025 since there was no extension allowed by the Commission. In fact the Petitioner had not even filed the petition at such time. Therefore allegations against such letter are not valid.

5.46. It is submitted that there is another aspect raised by the Applicant/Petitioner that the timelines as per Tariff order No. 1 of 2024 2024 dated 22.02.2024 and as per Detailed procedure for commissioning of power plant are different and this Commission may therefore consider the applicability for the same. The Tariff Order dated 22.02.2024 for the Hybrid projects provides as under:

"…….

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.

…..”

5.47. It is submitted that the above provision appears to indicate that the timelines for the commissioning of the power project is also the timeframe

stipulated i.e. the timelines for the evacuation system which in case of the Applicant/Petitioner is 12 months.

5.48. The averment of the Applicant/Petitioner for two years therefore based on the Detailed procedure does not consider the above Order. 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 GETCO's understanding, the subsequent order would apply. The Commission may therefore consider and provide clarity on the timelines for commissioning of the power project.

5.49. Further even while referring to the Tariff Order, the Applicant/Petitioner has not considered the order correctly or considered the above Order partially by referring to one year but not the subsequent portion "*or as per timeframe stipulated above, whichever is earlier*". The timeframe providing for 12 months for projects less than 100 MW is earlier than the period of 1 year from charging of evacuation line and therefore the same would apply as per the above order.

5.50. It is submitted that there is an issue of interpretation and while the Applicant/Petitioner is seeking the adjudication on such interpretation, it is not open to the Applicant/Petitioner to make allegations against Respondent. There is no interest of Respondent to interpret the aspect in one way or another but Respondent is only seeking to interpret on the basis of the provisions and there is no unilateral restriction by Respondent nor has Respondent modified any provision. The Respondent cannot act

contrary to the orders of the Commission. The allegations against Respondent made by the Applicant/Petitioner are wrong and denied.

5.51. It is submitted that there cannot be any general prayer that has no right to revoke connectivity and invoke bank guarantee. While the Applicant/Petitioner is seeking extension which has to be considered as per the law, there cannot be any general relief that Respondent has no right.

6. The Applicant/Petitioner vide affidavit dated 24.06.2025 filed its Rejoinder and has more or less reiterated the contentions made in the petition and further submitted as under:

6.1. The Appellant/Petitioner submitted that the Respondent has itself admitted that the tariff order recognizes extension in certain cases, while submitting that there is no inherent power with this Commission in terms of Conduct of Business Regulations for substantive rights of the Petitioner. It is further submitted that the Respondent has stated that the issue seeking extension is not related to any work to be done by Respondent. In this regard, it is submitted that the Applicant/Petitioner is not claiming any extension on that account either.

6.2. The Respondent has pleaded that events occurred prior to the grant of connectivity cannot be a ground for extension. It is submitted that the Applicant/Petitioner has pleaded continuance of such event (which occurred prior to connectivity date) which has impacted ability of the Petitioner to perform its obligations to commission the Project.

6.3. It is the contention of the Respondent that the Applicant/Petitioner has not shown as to how lack of clarity, if any, regarding banking regulation impacted the evacuation system to be laid down by the Applicant/Petitioner. That the Applicant/Petitioner has not specifically stated that the project activities were at a standstill. That the Applicant/Petitioner has not provided any details of approaching the Commission for clarification nor has it stated the efforts taken by it. That the Petitioner did not approach Commission at this time for any aspect of delay. That capacity of the evacuation line as per the Detailed Procedure is based on voltage of connectivity and not the capacity of the project. Therefore, the capacity of the line to be constructed by the Petitioner would have remained the same, irrespective of the capacity of the Project. The contentions of the Respondent are baseless and hence, denied.

6.4. The Applicant/Petitioner has proposed to develop the project under the Group Captive arrangement, which necessitates the execution of PPAs with multiple end consumers for the supply of Hybrid Power. However, on account of prevailing regulatory uncertainty surrounding the permissible quantum of energy banking, particularly the 30 percent banking restriction, prospective consumers expressed unwillingness to execute PPAs, owing to the ambiguity regarding the extent of energy that would be permitted to be banked. Consequently, in the absence of firm and binding contractual commitments with consumers, the Financial Institutions declined to accord debt sanction for the project, thereby severely impacting the financial closure and implementation of the project.

6.5. As per the concerned authorities in Gujarat, the Regulation 17.6 of the GEOA Regulation, 2024 meant that it allows banking only for the quantum of energy which was above 30% of total consumption. This interpretation severely impacted the RE developers of the State.

6.6. It is submitted that the Applicant/Petitioner relied on the following judgements: -

a) In the Judgement of Hon'ble APTEL in Tamil Nadu State Electricity Bord Vs. Tamil Nadu Electricity Regulatory Commission and Others, in Appeal No. 98 of 2010 dated 18.03.2011, the Tribunal held that electricity is a commodity which cannot be stored; it is to be consumed at the very instant it is produced; generation by Wind Energy Generators solely depends upon availability of wind at a particular velocity; in other words it is periodical in nature; its generation is not constant even during a period of 24 hours of a day; it could be possible that it generates electricity when captive user does not require it; in such a case energy generator banks it with the distribution licensee who supplies this energy to its consumers at the applicable tariff; however, for returning the banked energy, the licensee may have to procure additional electricity from other sources.

b) In the Judgement of Hon'ble Tribunal in Roha Dyechem Private Limited vs. Maharashtra Electricity Regulatory Commission & Others, in Appeal Nos. 319 of 2018, 288 of 2019, 377 of 2019 & 378 of 2019 dated 27.04.2021, the Hon'ble Tribunal held that, in the case of conventional plants (Non renewable Energy Sources) i.e., coal-fired, gas-fired etc, the

generation follows the load which means the generation of electricity is in accordance with the requirement of the load; if the load is more, generation is increased to match with the load and when the load is less, then the generation is reduced to match with the load; this is achieved by controlling the fuel injection as per the load requirement; however, in case of renewable energy sources, the situation is different as the generation depends on the availability of wind and solar which means that the RE Generators generates only when adequate wind and sunlight is available is such that the RE Generator generates electricity during periods when it is not required by the captive user; the electricity has to be consumed as and when it is generated; although there are technologies where the electricity can be stored in a small quantum, however the technology for storing electricity on a large-scale on a commercial basis is still under development; and it is for this reason that the provision of banking of energy generated by the RE Generators has been made.

6.7. It is submitted that a beneficial enabling provision which had allowed banking to be provided even for more than 30% of consumption was interpreted as no banking facility till 30%. This confusion was prevailing amongst various electricity regulatory commissions and this issue was discussed in the first meeting for working group on Green Energy Open Access held in the month of September 2022. A report by a leading renewable energy magazine "Mercom" has published an analysis indicating states having favourable banking policies see more growth than the state not having favourable policies.

6.8. The lack in clarity on banking regulation led to uncertainty amongst the stakeholders. In absence of any clarification, investment in Gujarat was at standstill and stakeholders of the Applicant/Petitioner started awaiting relevant clarification from the Government.

6.9. It is submitted that pursuant to the letter to the Ministry of Power, Govt. of India dated 11.07.2024, a meeting was called by MOP with all the RE stakeholders, EPD GOG, GUVNL, GEDA/ all discomes and GETCO wherein this banking issue was extensively discussed. It is submitted that interpretation by competent authority in Gujarat had severe impact because a plant cannot be conceptualized if banking is not provided for 0 to 30% of the consumption and support above than 30% is required only for few months.

6.10. It is submitted that prior to clarification by GUVNL, it can be safely concluded that there was no banking for consumption below 30% which can be further simplified by stating that no infrastructure support for the renewable power plant was there till the issuance of clarification by GUVNL. Further, the journal of law, Economics and Organization (Oxford University) has published on article titled "*The effect of Regulatory uncertainty on Investment. Evidence from renewable energy generation*". It is submitted that the bare reading of abstract of this article will reflect that regulatory uncertainty reduces new investment and undermines policy goals.

6.11. The Applicant/Petitioner could make such investment only after the banking regulation issue was clarified by GUVNL on 31.08.2024.

Therefore, there has been no delay on the part of the Applicant/Petitioner in placing any orders.

6.12. It is the contention of the Respondent that the Applicant/Petitioner has merely claimed that it has been informed of delay in delivery of transformers without any substantiation of the same. The alleged supply chain disruptions and delays in manufacturing have not been substantiated and cannot seek extension merely because there has been a delay. The contentions made by GETCO are denied.

7. The Applicant/Petitioner on 24.07.2025 and on 28.04.2026 submitted the written submission and has reiterated the submissions made in above para and further submitted as under:

7.1. The present Applicant/Petitioner has been filed by the Applicant/Petitioner seeking a limited relief of extension of the timeline by a further period of 365 days from the expiry of the initial 12 month period from the date of grant of connectivity i.e up to 30.03.2026.

7.2. The Applicant/Petitioner submitted that persistent Right of Way (ROW) challenges in the state of Gujarat, particularly in the Kutch region, have made it extremely difficult for private developers to acquire land and execute transmission line works within the stipulated period of 12 months.

7.3. There has been an acute shortage of essential electrical equipments, such as transformers, breakers, and associated material making timely

execution of the project particularly unfeasible within the prescribed timeframe.

7.4. There existed significant ambiguity with respect to the Banking of Energy provisions, particularly the applicability of the 30 % cap. It was only after the intervention of the Hon'ble High Court of Gujarat that the impugned communication issued by the GUVNL was withdrawn bringing some clarity to the issue. Due to such uncertainty, prospective consumers were reluctant to commit investment, which adversely impacted the Applicant/Petitioner's ability to achieve financial closure.

7.5. The Applicant/Petitioner further submitted that although the matter was heard by the Commission, no order was passed at the relevant time. The lack of clarity discouraged the Applicant/Petitioner from making further substantial capital investment, particularly in respect of;

a) Construction of approximately 30 km of 33 kV and 7 km of 66 kV transmission line.
b) Procurement of capital intensive electrical equipment.

7.6. It is further submitted that the Applicant/Petitioner has already made substantial investment towards the project, demonstrating its bona fide intent and commitment.

a) Submission of Bank Guarantee of Rs. 2.0 Cr. to GETCO towards connectivity.
b) Completion of civil work for the 66 kV bay at the substation at a cost of approximately Rs. 1.5 Cr.

c) Acquisition/lease of more than 50% of the required land through long-term lease agreements.

The total investment made by the Applicant/Petitioner exceeds ₹7 Crores, entirely funded without institutional financial assistance.

7.7. The Applicant/Petitioner submitted that similar difficulties were also faced by other project developers. Recognising the needs, GETCO filed a petition before Commission, and the Commission passed Order No. 2490 of 2025. In the said order, the Commission acknowledged the practical challenges in completing 66 kV ground-mounted Wind-Solar Hybrid projects within 12 months and extended the timeline to 18 months. However, by the time the said order was issued, even the extended period of 18 months had already elapsed in the case of the Applicant/Petitioner, thereby depriving the Applicant/Petitioner of any effective relief.

8. The Respondent on 22.07.2025 submitted the written submission and has reiterated the submission made in the above para.

9. The matter was heard on 27.05.2025, 26.06.2025, 07.04.2025. Ld. Adv. appearing on behalf of the Applicant/Petitioner has argued the matter as under:

9.1. Ld. Adv. submitted that the Applicant/Petitioner has been granted connectivity for evacuation of 20 MW Hybrid Power project at 66 kV for captive use at 66 kV Daldi sub-station of GETCO and GETCO has agreed to the connection of 20 MW Hybrid Power project of Applicant/Petitioner to the transmission system of GETCO at the interconnection point at 66kV level at 66 kV Daldi sub-station.

9.2. Ld. Adv. further submitted that on 18.02.2025 the Respondent GETCO issued the letter intimating the Applicant/Petitioner that under Procedure for grant of Connectivity to Project based on Renewable sources to Intra-State Transmission System dated 07.01.2023 ("*Procedure for the Grant of Connectivity 2023*") and relevant Tariff Order regarding the completion of the evacuation line for the 20 MW Hybrid power project evacuation at 66 kV Daldi S/s along with bays, metering system and commissioning full capacity of the project within 12 months i.e. by 30.03.2025, failing which 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.

9.3. Ld. Adv. submitted that the Respondent is misreading provisions of Procedure for the grant of Connectivity, 2023 to communicate that the Applicant/Petitioner is required to commission entire generation and evacuation capacity within 12 months. He further submitted that there is no provision in the Tariff Order for Hybrid Project to revoke the connectivity if someone fails to commission the connectivity within timeline stipulated. He further submitted that there is a penalty provision prescribed in the Tariff Order which states if there is any delay in commissioning then the Applicant/Petitioner will not be entitled for any rebate in payment of the liquidated damages in terms of the respective power purchase agreements with the offtaker.

9.4. Ld. Adv. submitted that 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. Clause 3.9 of the Tariff Order No. 01 of 2024 provides for the period for commissioning the entire evacuation line alongwith Bays and metering system by the project developer has been stated as 12 months from the date of allotment of transmission capacity. Further, the Commission has power to issue extension, if the developer fails to commission the entire evacuation line along with bays and metering system within the stipulated time period due to unforeseen reasons.

9.5. Ld. Adv. submitted that, in total, time of two (02) years was being provided from the allotment of the transmission capacity till the commissioning of the entire 100% capacity. He further submitted that there is misunderstanding on the part of the Respondent, vide the letter dated 18.02.2025, which restricts the time frame only to one (01) year.

9.6. Ld. Adv. submitted that the kick-off meeting for the 20+8 MW Hybrid project at 66 kV Daldi sub-station was held on 15.10.2024, where Applicant/Petitioner confirmed the understanding of the project procedures. On 21.12.2024, the Respondent issued a letter approving the layout (R2) for the 66 kV feeder bay for the evacuation of 28.0 MW (20 +8 MW) Hybrid power at 66 kV Daldi sub-station for the Applicant/Petitioner under the deposit scheme Option-III. On 26.12.2024, a joint meeting was held at the 66 kV Daldi GETCO sub-station of the commencement of work for the erection of 66 kV feeder bay for the evacuation of 28 MW (20 + 8 MW) Hybrid Power Project. The Applicant/Petitioner was handed the approved layout as per the reference letter and was instructed to execute the work accordingly. The Applicant/Petitioner was required to arrange 24 hour security during work execution and follow safety protocols

including appointing a safety officer. Additionally, the Applicant/Petitioner was asked to submit a complete " Health and Safety Checklist" and ensure the work adhered to GETCO's standard FQP.

9.7. Ld. Adv. submitted that in respect of delay due to clarification of Banking facility, the Commission has issued GERC (Terms and Conditions for Green Energy Open Access) Regulations, 2024, on 21.02.2024, in furtherance of the Electricity (Promoting Renewable Energy through Green Energy Open Access) Rules, 2022 notified by Ministry of Power, Govt. of India. Regulation 17 of the said Regulations provides for banking facility and applicable charges, which states that banking facility shall be permitted to consumers availing Green Energy Open Access. Further, it provides that the permitted quantum of banked energy by the Green Energy Open Access consumers shall be at least 30% of total consumption of electricity from the distribution licensee by the consumers during the billing period. Meaning thereby, the consumer should be allowed banking facilities of minimum 30% of total consumption. However, this was interpreted by the concerned authorities in Gujarat that they would only allow banking for the quantum of energy which was above 30% of total consumption. This interpretation led to uncertainty amongst stakeholders. In absence of any clarification, investment in Gujarat was at a standstill and stakeholders of the Applicant/Petitioner started seeking relevant clarification because present interpretation had ignored infirm nature of renewable energy. Thereafter, the MoP, Govt. of India issued a clarification on 21.08.2024 with respect to the banking provision of the GEOA Rules, 2022 wherein it is stated that (a) energy obtained through open access arrangements, either through a third-party supplier or via captive generation utilizing the

distribution network will be excluded from the calculation of banked energy and (b) the permissible quantum of banked energy, a minimum of 30% of total monthly consumption, only the energy directly procured from the distribution licensee shall be considered.

9.8. Ld. Adv. submitted that post clarification of Banking Provisions by MoP, the GUVNL vide letter dated 31.08.2024 also issued clarification on banking provisions wherein it is stated that (a) permitted quantum of banked energy by the Green Energy Open Access consumers shall be maximum upto 30% of total consumption of electricity from the distribution licensee by the consumers during the billing period with payment of Banking charges as per the prevailing Regulation, (b) for calculating quantum of total consumption of electricity from the distribution licensee, electricity obtained through Open Access arrangements either from a third-party supplier or via captive generation utilizing the distribution network, shall be excluded. Therefore, from 13.02.2024 to 31.08.2024, the progress and development of the Applicant/Petitioner's project was severely impacted.

9.9. Ld. Adv. submitted that the delay in the delivery of Transformer can be attributed to an ongoing market demand crisis and significant disruptions in the global supply chain, both of which constitute unforeseeable events that lie beyond the Applicant/Petitioner's control. He further submitted that in the meeting held on 21.12.2023 by Ministry of Power, the issue of transformer and reactor shortages was discussed in detail.

9.10. Ld. Adv. further made submissions traversing through various communications exchanged between the Applicant/Petitioner and OEM

suppliers. He further submitted that even the vendors were facing delay in the delivery of the 25/31.5 MVA, 66/33KV Power Transformer for the 28MW Hybrid Power Project at Daldi. The delay has been caused by unforeseen global supply chain disruptions, including severe shortages of essential raw materials such as porcelain bushings, OLTC, and main tank components, along with a significant surge in demand across the industrial and renewable sectors.

10. Ld. Adv. appearing on behalf of the Respondent has argued in the matter as under:

10.1. Ld. Adv. submitted that the issue involved in the present Petition is pertaining to extension of SCOD for the infrastructure being developed by the Applicant/Petitioner for creation of transmission system by the Applicant/Petitioner.

10.2. Ld. Adv. further submitted that in the present case the Applicant/Petitioner has referred to only 20 MW. In terms of the prevailing timelines on the date of Stage-II connectivity being 12 months, the Applicant/Petitioner was required to complete by 30.03.2025. The Applicant/Petitioner had undertaken the project under captive mode and 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 who choose to apply for connectivity being well aware of the timelines and the consequences thereof.

10.3. Ld. Adv. Further argued that in terms of the Hybrid Tariff Order dated 22.02.2024, the extension can be granted only by the Commission and the Respondent GETCO cannot grant any extension. Therefore, GETCO had issued the letter dated 18.02.2025 for reminding the timelines and consequence thereof. The issuance of letter is not necessity under the Detailed Procedure and the said letter dated 18.02.2025 cannot be set aside. It is the responsibility of the Applicant/Petitioner to ensure that the extension was sought within time. The burden of proof in this regard lies on the Applicant/Petitioner and the Applicant/Petitioner is required to substantiate its claim and the Commission may verify the same. If there was any default or imprudency on part of the Applicant/Petitioner, an extension shall not be allowed to the Applicant/Petitioner.

10.4. Ld. Adv. further argued that the Applicant/Petitioner is seeking relief on the basis of two aspects i.e. (a) lack of clarity on the Banking Regulation, (b) delay in transfer and raw material delivery due to market demand crisis.

10.5. Ld. Adv. argued that as regards the issue of lack of clarity on the Banking Regulation is concerned, the Applicant/Petitioner has claimed that there was lack of clarity on banking in terms of the GERC Green Open Access Regulations, 2024. While there was no revision in the Regulations and the letter dated 31.08.2024 was issued by GUVNL as a clarification based on the clarification dated 21.08.2024 by the Ministry of Power. It may be noted that the Applicant/Petitioner had obtained connectivity for 20 MW and 8 MW prior to the above and final capacity also appears to be 28 MW only. The Applicant/Petitioner has claimed the uncertainty from

12.03.2024 to 31.08.2024 without any basis. There is no basis for any claim for 12.03.2024 particularly when the Stage-II connectivity itself was granted on 31.03.2024.

10.6. Ld. Adv. argued that the Applicant/Petitioner has referred to confusion in terms of the quantum of banking allowed. However, it is not clear who the concerned authorities are. Even otherwise, it is not clear how this impacted the Applicant/Petitioner. The Applicant/Petitioner has also not provided any details as to how it was affected nor has it been specifically stated that the project activities were at a standstill. The Applicant/Petitioner has to clarify if it is its claim that no activity was carried out during this period. It may be noted that the Applicant/Petitioner has not provided any details of approaching this Commission for clarification nor has it stated the efforts taken by it. The Applicant/Petitioner also did not approach the Commission at this time for any aspect of delay. The Commission may consider whether such aspects can be considered and to what extent, if any, the above alleged confusion had any impact on the timelines for the construction of the evacuation line and whether there are supporting documents to that effect. It may be noted that the capacity of the evacuation line as per the Detailed Procedure is based on voltage of connectivity and not the capacity of the project. Therefore, the capacity of the line to be constructed by the Applicant/Petitioner at 66 KV connectivity would have remained same, irrespective of capacity of the project.

10.7. With regard to delay in transfer and raw material delivery due to market demand crisis, he submitted that there is no role of GETCO and is

responding only based on documents and claims of the Applicant/Petitioner. He further submitted that the Applicant/Petitioner has placed reliance on the Purchase Order placed by Hitech Transformer Pvt. Ltd. in September 2024. One of the Orders has a delivery Schedule of 4th Week of December 2025.

10.8. Ld. Adv. submitted that it is the responsibility of the Applicant/Petitioner to arrange for all inputs/equipment etc. and cannot seek extension merely because there has been a delay as this cannot be unforeseen reason. The delay by its contractor cannot be the basis of claiming extension. Further, the reason for delay is not any specific event but that there is allegedly sudden increase in demand. However, the Commission may consider as to whether such claims can be considered as an unforeseen reason for allowing extension.

Commission Analysis:

11. Heard the parties. The present Petition has been filed by the Applicant/Petitioner under Sections 86(1)(c), (e), and (f) of the Electricity Act, 2003, read with Regulations 80 and 82 of the Gujarat Electricity Regulatory Commission (*Conduct of Business*) Regulations, 2004, *inter-alia*, seeking the following reliefs i.e. (i) quashing and setting aside the letter dated 18.02.2025 issued by Respondent GETCO; (ii) declaring that Respondent GETCO has no authority under the applicable Tariff Order governing Hybrid Power Projects to revoke the connectivity granted to the Applicant/Petitioner or to encash the Bank Guarantee on account of delay in completion of the evacuation infrastructure; (iii) declaring that the Applicant/Petitioner's ability to construct and complete the evacuation

infrastructure for evacuation of 20 MW Hybrid Power was adversely affected by unforeseen events and circumstances beyond its control; (iv) granting an extension of 365 days for commissioning of the entire evacuation system, including the transmission line, bays, and metering arrangement required for evacuation of 20 MW Hybrid Power from the Applicant/Petitioner's project, on account of the delays occasioned by such unforeseen events; and (v) declaring that the Applicant/Petitioner is entitled to commission the entire generation capacity within a period of two years from the date of allotment of Stage-II Connectivity Approval.

11.1. We note that the present Petition has been filed invoking Clause 3.9 of the GERC Tariff Order dated 22.02.2024, which grant liberty to the Applicant/Petitioner to approach the Commission seeking for grant of extension of time in case of failure to commission the project within stipulated time due to unforeseen reasons.

11.2. The Commission has carefully perused the submission of the parties, pleadings, documents placed on record, and oral submissions made during the course of hearing. The Commission notes that the Applicant/Petitioner have sought extension of time for commissioning of its project and completion of evacuation infrastructure on account of circumstances stated to be beyond its control.

12. 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"

12.1. 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.

……"

12.2. We note that Respondent GETCO had filed Petition No. 2490 of 2025, along with an Application seeking amendment with regard to the timelines, *inter alia*, as stipulated under the Hybrid Tariff Order No. 1 of 2024 dated 22.02.2024. It is further noted that the Commission, vide its Order dated 21.01.2026 in Petition No. 2490 of 2025, has decided as under:

"……

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. ….."

12.3. We note the submission of the Respondent that the Applicant/Petitioner was granted Stage-II Connectivity vide Letter dated 31.03.2024 for 20 MW hybrid power project at 66 KV for captive use at 66 KV Daldi Sub-station of GETCO, and the Applicant/Petitioner was required to complete and commission the project along with dedicated evacuation line within 12 months, i.e., on or before 30.03.2025. It is further contended that even considering the subsequent amendment brought about by the Commission vide Order dated 21.01.2026 in Petition No. 2490 of 2025, whereby the timeline was extended to 18 months, the extended period would have expired in 30.09.2025. Therefore, according to the Respondent, grant of any further extension at this stage would effectively dilute the regulatory discipline and timelines prescribed under the applicable framework.

12.4. Per contra, the Applicant/Petitioner has submitted that the project could not be completed within the stipulated timeframe due to circumstances

beyond its control. Further, the Applicant/Petitioner has made substantial investment towards the project in respect to Bank Guarantee of Rs. 2.0 Cr. to GETCO towards connectivity and further Completion of civil work for the 66 kV bay at the substation at a cost of approximately Rs. 1.5 Cr. and acquisition/lease of more than 50% of the required land through long-term lease agreements. The total investment made by the Applicant/Petitioner exceeds ₹7 Crores, entirely funded without institutional financial assistance. The lack of clarity discouraged the Applicant/Petitioner from making further substantial capital investment, particularly in respect of Construction of approximately 30 km of 33 kV and 7 km of 66 kV transmission line and Procurement of capital intensive electrical equipment.

13. Now we deal with the undisputed facts between the parties which are as under:

13.1. 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).

13.2. 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.

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

13.4. 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.

13.5. The Applicant/Petitioner is developing a 28 MW (20 + 8) MW Wind-Solar Hybrid project under captive mode in Morbi District, Gujarat. The present Petition is limited to 20 MW hybrid project.

13.6. Further, the Applicant/Petitioner on 06.02.2024 applied for Stage-I grid Connectivity for evacuation of 20 MW Hybrid power at 66 KV Daldi sub-station of Respondent on 66 kV level for captive use.

13.7. The Applicant/Petitioner has been granted Stage-I Connectivity on 30.03.2024 and Stage-II connectivity on 31.03.2024 by GETCO.

13.8. The Applicant/Petitioner has submitted the bank guarantee dated 14.03.2024 of amount of Rs. 2,00,00,000/- which is expiring on 07.08.2025 with claim period until 08.08.2026 (in relation to 20 MW). In regard to 8 MW, the bank guarantee dated 09.04.2024 for Rs. 80,00,000/- has been submitted expiring on 08.10.2025 with claim period till 08.10.2026.

13.9. The Respondent GETCO has issued the provisional estimate of supervision charges on 18.04.2024 for erection of 66 KV feeder bay for evacuation of 20 MW Hybrid power and the said estimate was paid by the Applicant/Petitioner on 03.05.2024.

13.10. The connection agreement was executed between the Respondent, GETCO and the Applicant/Petitioner on 09.05.2024 for establishing

connectivity of 20 MW Hybrid Power project with 66kV Daldi sub-station of GETCO.

14. Based on the submission of the parties, the following issues arise for consideration of the Commission:

14.1. Whether the delay in commissioning of the Project on account of the following events qualifies as force majeure or as unforeseen events beyond the control of the Applicant/Petitioner;

(a) Delay caused due to lack of clarity regarding banking facility.

(b) Delay in delivery of transformer/ due to market demand crisis

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

16. Delay caused due to lack of clarity regarding banking facility:

16.1. The Applicant/Petitioner submitted that the Commission notified the GERC (Terms and Conditions for Green Energy Open Access) Regulations, 2024 on 21.02.2024, wherein Regulation 17 provides for banking of energy, stipulating a minimum of 30% of total consumption. However, the said provision was interpreted by authorities in Gujarat to permit banking only for energy exceeding 30% of consumption, which created significant uncertainty and a regulatory vacuum. In the absence of clarity, stakeholders, including the Applicant/Petitioner, were constrained from proceeding with investments and project development. The Ministry of Power issued a clarification on 21.08.2024 regarding the banking provisions, which was subsequently adopted by GUVNL vide its clarification dated 31.08.2024, thereby resolving the ambiguity. It is

submitted that until 31.08.2024, the Applicant/Petitioner's ability to progress the project was severely impacted due to the prevailing uncertainty, and the Applicant/Petitioner could proceed with investments only after the said clarification. Accordingly, no delay can be attributed to the Applicant/Petitioner for the period prior to 31.08.2024. Therefore, the Petitioner has sought extension of 173 days i.e. from 12.03.2024 to 31.08.2024 on account of delay due to uncertainty in banking Regulation.

16.2. Per-contra, the Respondent contended that the contention of the Applicant/Petitioner with regard to non-clarity on banking facility is not permissible as a ground for extension of the time limit for the transmission system. The Applicant/Petitioner has claimed the uncertainty from 12.03.2024 to 31.08.2024 without any basis. There is no basis for any claim for 12.03.2024 particularly when the Stage-II connectivity itself was granted on 31.03.2024. If there was confusion on 12.03.2024, the Applicant/Petitioner should have explained why it proceeded with the application. It is not clear when the alleged confusion occurred. The Applicant/Petitioner has not shown how lack of clarity in banking regulation impacted the evacuation system to be laid down by the Applicant/Petitioner. The Applicant/Petitioner has not provided any details of approaching to the Commission for clarification nor has stated the efforts taken in that regard by it. The Applicant/Petitioner did not approach the Commission at that time for any aspects of delay. The capacity for evacuation of line as per the procedure is based on voltage of connectivity and not capacity of the project. The capacity of the line to be constructed by the Applicant/Petitioner would have remained same irrespective of capacity of the project.

16.3. We note that the Commission has issued GERC (Terms and Conditions for Green Energy Open Access) Regulations, 2024, on 21.02.2024. The relevant provisions of the said regulation is reproduced below:

"…….

17. Energy Banking facility and Charges,

Energy Settlement and Open Access Charges, Payment Security Mechanism and Relinquishment of Open Access Rights for Green Energy Open Access:

17.6. Banking facility and charges.

(vi) The permitted quantum of banked energy by the green energy open access consumers shall be at least 30% of total consumption of electricity from the distribution licensee by the consumers during the billing period.

……."

The aforesaid regulation provides that the permitted quantum of banked energy by the green energy open access consumers shall be at least 30% of total consumption of electricity from the distribution licensee by the consumers during the billing period.

16.4. We note that the Applicant/Petitioner has contended that Regulation 17 of the Green Energy Open Access Regulations, pertaining to the banking facility, lacks clarity. According to the Applicant/Petitioner, the provision stipulates that the banking quantum permitted to a green energy open access consumer shall be at least 30% of the total electricity consumption from the distribution licensee, thereby implying that the minimum permissible banking is 30% of such total consumption. It is argued that ambiguity in the interpretation of this provision resulted in uncertainty and created a regulatory vacuum, leading to a standstill in investment

decisions. The Applicant/Petitioner has further submitted that the said ambiguity was subsequently clarified by GUVNL vide clarification dated 31.08.2024, based on the Ministry of Power's clarification dated 21.08.2024, and that the period between 12.03.2024 and 31.08.2024 adversely affected project development in the State. Per contra, the Respondent has submitted that the Applicant/Petitioner has failed to demonstrate how the alleged lack of clarity in the banking provision had any bearing on the evacuation system to be established by it. It is further contended that the Applicant/Petitioner neither approached the Commission seeking clarification nor undertook any remedial measures in this regard. The Respondent has also submitted that, as per the applicable detailed procedures, the evacuation infrastructure is determined based on the voltage level of connectivity and not on the project capacity.

16.5. We note the contention of the Applicant/Petitioner regarding the existence of a regulatory vacuum during the period from 12.03.2024 to 31.08.2024 in relation to banking provisions under the green energy open access framework. However, it is an admitted position that the Applicant/Petitioner had applied for connectivity and evacuation of power from its 28 MW (20 + 8) hybrid power project, and that the Respondent GETCO, granted Stage-II connectivity approval for 20 MW on 31.03.2024, i.e., prior to the issuance of the alleged clarification dated 31.08.2024. Further, the provisional estimate towards supervision charges for erection of a 66 kV feeder bay for evacuation of 20 MW hybrid power was issued on 18.04.2024 and was duly paid by the Applicant/Petitioner on 03.05.2024. Subsequently, a connection agreement was executed between the parties on 09.05.2024 for establishing connectivity of the said project

with the 66 kV Daldi substation of GETCO. These facts clearly demonstrate that the Applicant/Petitioner actively proceeded with the development of the project infrastructure during the alleged period of regulatory uncertainty. If such a regulatory vacuum indeed existed, there is no plausible explanation as to why the Applicant/Petitioner continued to pursue connectivity approvals and infrastructure development during the said period. Moreover, the Applicant/Petitioner has failed to justify the delay in commissioning the 20 MW project on account of the alleged ambiguity in banking provisions, nor has it provided any explanation as to why the project could not be completed within the stipulated timeframe. No material particulars or documentary evidence have been placed on record to substantiate the claim that the banking-related uncertainty adversely impacted the project. The assertion that investments were kept in abeyance is also untenable in light of the Applicant/Petitioner's own conduct in proceeding with project execution. In view of the above, the contention that the alleged regulatory vacuum in banking provisions affected the execution of the project is found to be without merit and is accordingly rejected.

16.6. We further note that the Applicant/Petitioner had sought connectivity and applied for open access for evacuation of power from its 28 MW (20 + 8) hybrid power project. Such evacuation is governed by the voltage level of the transmission system, and accordingly, the transmission infrastructure and bay facilities are required to be developed at the relevant voltage level, i.e., the 66 kV transmission system. It is thus evident that the creation of the necessary transmission infrastructure is contingent upon the voltage level of connectivity and is independent of banking provisions. The

infrastructure required for evacuation of power from the said project remains unaffected by any ambiguity in banking regulations.

16.7. We also observe that the Applicant/Petitioner neither approached this Commission seeking any clarification regarding the banking provisions nor placed any material on record to demonstrate that the absence of such clarification had any adverse impact on the execution of its project.

16.8. In view of the foregoing, we are of the considered opinion that the claim of the Applicant/Petitioner that the lack of clarity regarding permissible banking capacity under the green energy open access framework adversely affected the development of the requisite transmission infrastructure is unsubstantiated and unsupported by any cogent or contemporaneous evidence. Accordingly, the same cannot be accepted as a valid ground for grant of extension.

17. Now, we deal with the issue raised by the Applicant/Petitioner that there is delay in delivery of transformers due to market demand crisis.

17.1. The Applicant/Petitioner submitted that the delay in the delivery of Transformer can be attributed to an ongoing market demand crisis and significant disruptions in the global supply chain, both of which constitute unforeseeable events that lie beyond the Applicant/Petitioner's control. The current global supply chain issues, have affected industries worldwide, have resulted in severe shortage of critical components, including the specific circuit breakers required for this project. Despite the Applicant/Petitioner's best efforts, including proactive and continuous follow up with the Original Equipment Manufacturers (OEM) suppliers there has been no feasible way to expedite the delivery process within the

initially anticipated timeframe. The Applicant/Petitioner placed purchase orders for critical equipment, including 66/33 kv Power transformers, SF6 CBs, CTs, PTs, and LA components, in September 2024. However, due to market – wide shortage of raw materials and booked capacities of OEMs, deliveries were deferred till June-July 2025. The Ministry of Power, Government of India, issued Minutes of Meeting conducted on 21.12.2023 wherein the issue regarding shortage of transformers was discussed. Based on above, the Applicant/Petitioner submitted that the delay occurred in supply of power transformer which affected the timely completion of the project. Therefore, the Petitioner has sought extension of 365 days i.e. from 12.03.2024 to Continuing on account of delay in transformer and raw material delivery to market demand crisis.

17.2. Per contra, as per the Respondent, the Applicant/Petitioner has claimed that there is delay in transformer delivery due to market demand crisis and further claiming delay from 12.03.2024. There is no role of GETCO in this. The Applicant/Petitioner may also clarify if there is any penalty or damages recovered from the suppliers for the alleged delay in delivery or if it has been considered force majeure in the contract with contractor/sub-contractor. If there was delay in placing of order due to any alleged delays in power project, then this could not have been claimed as reason for extension. As per the claim of the Applicant/Petitioner itself, it was known in December 2023/ January 2024 itself that there was shortage of transformers and reactors. Therefore when the Applicant/Petitioner had applied in February 2024 and received the Stage-II connectivity on 31.03.2024, it was well aware of the issues. The Applicant/Petitioner did not object or challenge the timelines in order

dated 22.02.2024 which provided for 12 months. Despite the same, the Applicant/Petitioner through its contractor is alleged to have placed the purchase order only in September 2024. It is the responsibility of the Applicant/Petitioner to arrange for all inputs /equipments etc. and cannot seek extension merely because there has been a delay. This cannot be an unforeseen reason. The delays or unavailability of materials or delays by contractors/sub-contractors is not considered force majeure and has been excluded in case of PPAs. There is no basis for claiming delay of 365 days.

17.3. We note that the Applicant/Petitioner has contended that a Force Majeure event occurred due to delays in the supply of power transformers and reactors, allegedly arising from disruptions in the global supply chain, which has also been acknowledged by the Ministry of Power. In this regard, it is observed that a power transformer is a critical component in a power plant, facilitating the conversion of electrical power to a higher voltage and lower current level for efficient injection into the grid. Such equipment is essential for the evacuation and transmission of power generated by the project.

17.4. We further note the submission of the Applicant/Petitioner that the Ministry of Power, Government of India, issued Minutes of Meeting dated 12.01.2024 pertaining to the meeting held on 21.12.2023, wherein the issues regarding shortages of power transformers were discussed, particularly in relation to 400 kV and above capacity transformers and associated materials. However, it is pertinent to note that the Applicant/Petitioner's Wind-Solar hybrid power project has a capacity of 28 (20+8) MW, with evacuation at the 66 kV voltage level. Therefore, the

transformer requirements for the Applicant/Petitioner's project pertain to 66 kV connected power plant and not 400 KV or above capacity of the plant. Accordingly, the reliance placed by the Petitioner on the aforesaid Minutes of Meeting is misplaced, and the contention is found to be untenable and is hereby rejected.

17.5. We observe that the Applicant/Petitioner has sought to rely upon purchase orders placed with M/s Hi-Tech Transformer Pvt. Ltd. in September 2024, including a purchase order providing for delivery in the fourth week of December 2025. Additionally, reliance has been placed on vendor communications citing delays in supply of HDB motorised isolators (in relation to purchase order dated 23.09.2024), power transformers (letter dated 08.01.2025 against purchase order dated 04.09.2024), CT-PT units (letter dated 16.12.2025 against purchase order dated 11.09.2024), and Class III lightning arresters (letter dated 21.12.2024 against purchase order dated 16.09.2024. From the material on record, it is evident that not all delays can be attributed to any generalized market-wide supply crisis. It is the responsibility of the Applicant/Petitioner to ensure timely procurement of all necessary inputs and equipment. Delays arising from procurement issues, vendor constraints, or contractor inefficiencies cannot be construed as unforeseen events warranting extension. Such circumstances are generally excluded from the ambit of Force Majeure under standard contractual frameworks, including Power Purchase Agreements. Furthermore, the Applicant/Petitioner has failed to demonstrate whether any contractual remedies, such as liquidated damages or penalties, have been invoked against the suppliers for the

alleged delays, or whether such delays have been treated as Force Majeure under the respective supply contracts.

17.6. We note that the Applicant/Petitioner, being a project developer who has obtained connectivity for 28 MW (20 MW + 8 MW) at the GETCO substation for evacuation of power from its Wind-Solar hybrid project under third-party sale or captive consumption, is obligated to complete both the generation project and the associated transmission system within the stipulated timeframe. The availability of critical equipment such as power transformers is contingent upon the timing of procurement and the terms agreed upon between the Applicant/Petitioner and its suppliers. Such arrangements constitute independent contractual relationships between the Applicant/Petitioner and equipment manufacturers, and any delays arising therefrom cannot be a ground for seeking extension of timelines under the transmission connectivity framework.

17.7. Considering the above, we hold that delays, if any, in the procurement or supply of power transformers due to prevailing market conditions or supply constraints do not constitute valid grounds for extension of the time limit for completion of the transmission system. Accordingly, the claim of the Applicant/Petitioner in this regard is not accepted and stands rejected.

18. We further note that the Applicant/Petitioner, vide its written submissions dated 28.04.2026, has raised a new contention regarding the delay allegedly caused on account of Right of Way (RoW) issues. It has been submitted that persistent Right of Way (RoW) challenges in the State of Gujarat, particularly in the Kutch region, have made it extremely difficult

for private developers to acquire the requisite land and execute transmission line works within the stipulated period of 12 months.

18.1. We observe that the issue relating to Right of Way (RoW) has been raised by the Applicant/Petitioner for the first time in its written submissions dated 28.04.2026. The said contention was neither raised in the Petition nor in the Rejoinder. Further, the Applicant/Petitioner has failed to place on record any cogent, credible, and contemporaneous documentary evidence to substantiate its claim that the delay was occurred on account of Right of Way (RoW) issues. Accordingly, the contention of the Applicant/Petitioner regarding the alleged delay due to Right of Way (RoW) issues cannot be accepted and stands rejected.

19. In view of the foregoing, the present Petition is rejected. The Commission holds that there were no unforeseen or uncontrollable circumstances that led to the delay in completion of the evacuation infrastructure. Accordingly, the Applicant/Petitioner is not entitled to any extension of time for completion of evacuation infrastructure.

20. With the above directions, the present Petition and IA, if any, stands disposed of accordingly.

21. Order accordingly.

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

Place: Gandhinagar.
Date: 23/07/2026.