

BEFORE THE GUJARAT ELECTRICITY REGULATORY COMMISSION
GANDHINAGAR

IA No. 28 of 2023 in Petition No. 2221 of 2023.

In the matter of:

Interlocutory Application seeking ad interim ex-parte interim relief.

Applicant/Petitioner : Project Twelve Renewables Power Private Limited

Represented by : Ld. Advocates Mr. Aniket Prasoon and Mr. Rishabh Bhardwaj

V/s.

Respondent : Gujarat Energy Transmission Corporation Limited

Represented by : Ld. Sr. Adv. Mr. M. G. Ramachandran and Ld. Adv. Shrishti Khindaria along with Mr. Y. J. Gamit, Mr. Vasant Patel and Mr. Dipak Patel

CORAM:

Anil Mukim, Chairman

Mehul M. Gandhi, Member

S.R. Pandey, Member

Date: 11/08/2023.

Daily Order

1. The matter is heard on 05.07.2023.
2. Ld. Adv. Mr. Aniket Prasoon, appearing on behalf of the Applicant/Petitioner, submitted that the present Application is filed by the Applicant/Petitioner *inter alia* seeking ad-interim direction to GETCO to maintain status quo with respect to the available capacity of 140 MW at the Charkha Sub-Station and stay

the operation of GETCO's letter dated 31.05.2023. It is submitted that the pleadings are also completed by filing reply and rejoinder by the Respondent and Petitioner respectively.

- 2.1. It is submitted that the contention of the Respondent that the cut-off date is 22.04.2023 i.e., 65 days from the date of approval of the connectivity and the Applicant/Petitioner has not submitted the signed connectivity agreement to the Respondent within the said cut-off date, therefore, the Applicant/Petitioner's connectivity was deemed cancelled or revoked from 22.04.2023 as per Detailed Procedure for 'Grant of Connectivity to Projects based on Renewable Sources to Intra-State Transmission System' of the Commission. It is submitted that the reliance of the Respondent GETCO is wholly based on automatic/deemed cancellation of the Applicant/Petitioner's Stage II connectivity dated 16.02.2023 on 22.04.2023 which is not proper because neither the Detailed Procedure nor GERC (Terms and Conditions of Intra-State Open Access) Regulations 2011 provides for automatic cancellation of connectivity. In the absence of any specific provisions for automatic cancellation, the Respondent GETCO cannot proceed on the assumption that connectivity stands automatically cancelled upon non-fulfilment of conditions within the prescribed time. It is submitted that the Respondent GETCO have received applications for connectivity from other developers on 26.04.2023 for the Charkha Sub-Station and allocation was made to these developers on 31.05.2023. It is submitted that the arguments of the Respondent with regard to deemed cancellation or revocation of connectivity application of the Applicant/Petitioner due to delay in submission of signed connectivity agreement is an afterthought of the Respondent GETCO as the Applicant/Petitioner met the Respondent on 27.04.2023 wherein it was clarified that payment confirmation receipt is not a pre-requisite for submission of signed connection agreement.

2.2. Referring to Clause 9.7 of the Detailed Procedure for 'Grant of Connectivity to Projects based on Renewable Sources to Intra-State Transmission System' of the Commission, it is submitted that the Respondent GETCO has to issue the requisite estimate for works required to be carried out at Connectivity Sub-Station within 30 days from the date of grant of Stage II Connectivity and the Stage -II Connectivity grantee shall pay the estimate within 30 days from the date of issue of estimate and sign the Agreement for Connectivity to Transmission system in accordance with Connectivity Regulations as amended from time to time, within 5 days thereafter. Thus, the process shall be completed within 65 days from the date of issuance of intimation of grant of Connectivity. It is submitted that in the present case, the estimate was provided to the Applicant/Petitioner on 17.03.2023 by the Respondent and the same was paid on 13.04.2023 by the Applicant/Petitioner. It is submitted that the Respondent while relying on this clause, has also contended that the application is deemed cancelled on account of non-compliance of the timelines for submission of connection agreement by the Applicant/Petitioner. However, the Respondent vide its letter dated 31.05.2023 conveyed to the Applicant/Petitioner that the application stand revoked and cancelled on 22.04.2023 itself due to non-submission of signed connectivity agreement and that the said connectivity was already allocated to other developers on 31.05.2023.

2.3. Referring to Clause 9.7 of the Procedure for Grant of Connectivity to Projects based on Renewable Energy Sources to Intra-State Transmission System, it is submitted that the estimate was provided to the Applicant/Petitioner on 17.03.2023 which was duly paid on 13.04.2023 by the Applicant/Petitioner. However, the contention of the Respondent that the Stage -II connectivity application for evacuation of 140 MW Power from the Wind Power Plant of the Applicant/Petitioner stands revoked and cancelled on the ground that the

Applicant/Petitioner had not complied with the timeline for the submission of connection agreement to the Respondent GETCO. Referring the letter dated 31.05.2023 of the Respondent GETCO, it is submitted that after quoting Clause 9.7 of the Procedure for Grant of Connectivity to Projects based on Renewable Energy Sources to Intra-State Transmission System, it is stated that as the Applicant/Petitioner has not complied with the timeline for submission of connection agreement to the Respondent, the Stage – II connectivity shall stand revoked and cancelled by the Respondent GETCO. It is also submitted that the Respondent GETCO has allotted the said capacity to other developers on 31.05.2023.

2.4. Ld. Adv. for the Applicant/Petitioner has also drawn attention to the letter dated 28.04.2023 addressed to the Respondent GETCO wherein it was informed that the Applicant/Petitioner had deposited the charges well within time and followed with the GETCO officials to proceed with the agreement. It is also stated that the Applicant/Petitioner was waiting for the receipt of such payment made on 13.04.2023 with consideration that it is pre-requisite for the agreement and also shared the draft agreement for review on 18.04.2023 for further process and it is also clarified on 27.04.2023 that payment confirmation receipt is not a pre-requisite for submission of signed Connection Agreement and the Applicant/Petitioner was informed about the requirement to get the Connection Agreement notarized. However, on 27.04.2023 and 28.04.2023, though the officials of GETCO has entertained the representatives of the Applicant/Petitioner but not informed the Applicant/Petitioner that the connectivity of the Applicant/Petitioner stood automatically cancelled on 22.04.2023.

2.5. It is submitted that the Applicant/Petitioner had a meeting with the Respondent GETCO's Corporate Office as the Applicant/Petitioner was under assumption that since estimate was paid to Amreli Division of the Respondent, receipt would

be given to the Applicant/Petitioner and then the Connectivity Agreement would be signed along with copy of money receipt. Further, the Applicant/Petitioner approached the Respondent with a view to obtain information about the Draft Agreement as Detailed Procedure does not provided the Draft Agreement and therefore, the Applicant/Petitioner was not aware about the Draft Agreement to be signed. Accordingly, the Applicant/Petitioner has signed the copy of the Connection Agreement as available on the website of GETCO on 28.04.2023 which is evident from the Certificate of Stamp Duty of the said agreement. Thereafter, due to certain additional requirements highlighted by the Respondent on 28.04.2023, the Applicant/Petitioner submitted the signed copies of the Connectivity Agreement along with other ancillary agreements vide its letter dated 28.04.2023 to the Respondent on 01.05.2023. However, at no point of time between 22.04.2023 to 01.05.2023, the Applicant/Petitioner was informed about the cancellation of its Connectivity. Hence, there is no reason for the Respondent not to accept the signed Agreement of the Applicant/Petitioner. Thus, both the parties were under impression that the Applicant/Petitioner can submit the signed Connectivity Agreement after 22.04.2023. As such, after lapse of 30 days from the date of acceptance of the signed Connection Agreement, the Respondent GETCO issued a letter dated 31.05.2023 to the Applicant/Petitioner informing about cancellation of Stage II connectivity on account of delay in submission of signed Agreement by the Applicant/Petitioner. It is submitted that though there was a delay of 9 days in submission of signed Connection Agreement, both the parties were under belief that the Connection Agreement will be accepted by the Respondent.

- 2.6. It is further submitted that on perusal of reply of the Respondent GETCO, after the cancellation of the Petitioner's connectivity on 22.04.2023, an additional 140 MW capacity became available in the Cluster. However, the Renewable Energy Integration list of April 2023 published by the Respondent GETCO on

01.05.2023 does not reflect any available capacity at Charkha Substation but only 30 MW capacity at Shapar substation. Therefore, the Petitioner's connectivity was not cancelled on 22.04.2023 as now being alleged by the Respondent GETCO.

2.7. Referring Clause 6.1 of the Detailed Procedure, it is submitted that on 1st day of every month, list of Sub-Station with available capacity is published on the website of the Respondent GETCO and an applicant has to select Sub-Station from the available list on GETCO's website, as updated by the Respondent GETCO. Therefore, on 22.04.2023, if the capacity allocated to the Applicant/Petitioner became vacated due to cancellation of Stage II connectivity, such vacated capacity has to be included in the list of the available capacity as on 1st May, 2023 even though that capacity was allotted to other parties on 31.05.2023. It is submitted that as the capacity vacated due to deemed cancellation of connectivity of the Applicant/Petitioner on 22.04.2023, the same shall be included in list of month of May 2023. Therefore, if the Applicant/Petitioner's connectivity was cancelled on 31.05.2023, pursuant to which capacity of 140 MW became available, the Respondent GETCO could have included the said capacity in the list published on 01.06.2023 and thereafter, the Respondent GETCO could have accepted and processed applications for grant of connectivity for the said capacity. However, the Respondent GETCO in the present case, has granted connectivity for the aforesaid capacity of 140 MW on 31.05.2023 itself, which is impermissible in terms of the Detailed Procedure. Further the reply of the Respondent does not clarify as to whether the approval to new parties were given for Stage I or Stage II Connectivity.

2.8. Referring to reply of the Respondent, it is submitted that the Respondent GETCO has mentioned the concept of Cluster that has followed while granting connectivity. The contention of the Respondent GETCO that Charkha Sub-

Station, Shapar Sub-Station and Amreli Sub-Station has forming part of one Custer. However, it has not submitted any details with respect to the capacity available at Amreli Sub-Station as the power flows from Charkha Sub-Station to Shapar Sub-Station as well as to Amreli Sub-Station. However, Clause 6.1 of the Connectivity Procedure only mentions about Sub-Station and not about Cluster of Sub-Station. It is submitted that while granting connectivity Cluster of three Sub-Stations viz. Charkha, Shapar and Amreli is considered, but details of Amreli Sub-Station are not submitted by the Respondent GETCO. Therefore, the details of available capacity and allocation thereof with respect to Amreli Sub-Station are connected to the present matter and the same has to be provided by the Respondent GETCO. It is further argued that Respondent has submitted that at Shapar Sub-Station, additional capacity is provided to other developers, which was also not known to the Applicant/Petitioner. The Applicant/Petitioner should be provided with dispensation in case any additional capacity is created at Charkha Sub-Station as process of development of project is at nascent stage. The Respondent GETCO has allocated additional 50 MW capacity at Shapar Substation without disclosing availability of 50 MW which is in contravention to the provisions of the Detailed Procedure and if in any case, 50 MW capacity at Shapar Sub-Station, shall be provided to the Applicant/Petitioner.

- 2.9. It is further submitted that the Respondent GETCO has received applications for connectivity from other developers viz., Enfinity Global and ACME Eco Clean on 26.04.2023 and 27.04.2023, however, the Respondent has failed to provide the same if the said applications were for grant of Stage-I connectivity or Stage-II connectivity or both. Further, the Respondent GETCO has also not clarified whether the aforesaid developers hold PPA with DISCOM or are in process of developing captive projects. This is also important considering captive Projects seeking connectivity are not treated at the same pedestal as projects having

PPAs with DISCOM/utility and are also required to fulfil various other requirements vis a vis projects supplying power to DISCOM/utility under PPA.

2.10. It is submitted that the Respondent GETCO has been processing applications for grant of connectivity on Cluster basis and not on Sub-Station basis. However, neither the Detailed Procedure nor the GERC (Terms and Conditions of Intra-State Open Access Regulations, 2011, empowered the Respondent GETCO to grant connectivity on the basis of Cluster. It is submitted that the concept of Cluster is not all envisaged anywhere in the Detailed Procedure which according to the Respondent sets out all the details regarding the process to be followed for grant of connectivity.

2.11. It is submitted that the Respondent GETCO vide its letter dated 31.01.2023 and 16.02.2023 has granted Stage-I and Stage- II connectivity to the Applicant/Petitioner at 220 kV Charkha Sub-Station and the Respondent GETCO was required to intimate the estimate for the work to be carried out at the connectivity Sub-Station to the Applicant/Petitioner by 18.03.2023 and the Applicant/Petitioner was required to make the payment of the same as well as to sign the connectivity agreement by or before 24.04 2023. The Applicant/Petitioner has made the payment of estimate to GETCO on 13.04.2023 and the same was conveyed to the Respondent GETCO on 17.04.2023. The Applicant/Petitioner has provided the draft of agreement on 17.04.2023 and requested the Respondent GETCO to confirm the draft agreement and its availability of executing the same.

2.12. It is further submitted that as per letter dated 18.04.2023 of the Respondent GETCO intimating that the Draft Connection Agreement is available on the website of GETCO, the Applicant/Petitioner has downloaded the Draft Connection Agreement and prepared to submit the same to the Respondent in compliance to the provisions of Detailed Connectivity Procedure of the

Commission. It is submitted that there is no clarity in the Detailed Procedure regarding the draft agreement to be submitted. Moreover, this is first project of the Applicant/Petitioner and the Petitioner had paid the estimate amount within 30 days' time period. It is submitted that there is no need to any communication against non-compliance any of the action on part of the Applicant/Petitioner as per Detailed Procedure laid down for the Connectivity.

2.13. Referring to letter dated 16.02.2023 addressed to the Petitioner for approval of Connectivity, Ld. Adv. for the Applicant/Petitioner submitted that the said letter states about the kick off meeting by the Respondent GETCO after the payment of estimate wherein all the details will be explained. It is further submitted that such Detailed Procedure of the Commission is issued for the first time in the State of Gujarat and the Applicant/Petitioner was not well versed with the Connection Agreement to be signed with the Respondent Further, payment of estimate within 3 days i.e. within specified time line, indicate the intention of the Petitioner to continue with the project development. It is submitted that the Applicant/Petitioner has incurred an expenditure of more than Rs. 70 Crores and PPA is signed with GUVNL at a rate of Rs. 2.90/unit, and therefore, difference of tariff works out to as per PPA with GUVNL and the next bidder is approximately Rs. 350 Crore and therefore, granting of connectivity to the Applicant/Petitioner is in the interest of the consumes of the State.

2.14. It is also submitted that the Respondent has conveyed about cancellation of connectivity to the Applicant/Petitioner on 31.05.2023 which may not be the case, if the said connectivity cancelled on deemed basis as the Applicant/Petitioner has received the communication about cancellation of connectivity on 31.05.2023 at 19:39 hours and on the same day, the Respondent has allocated such vacated capacity to other developers. It is further submitted that since the capacity is allocated to other developers, the aforesaid developers

should be impleaded as party to the proceedings as they are proper and necessary parties for the adjudication of the present matter and that such developers have been granted connectivity upon deemed cancellation of the connectivity of the Applicant/Petitioner. Therefore, these developers shall be given a fair opportunity to represent their views in the present matter.

2.15. It is requested that the Commission may permit the Applicant/Petitioner to amend the present Petition and grant two weeks' time to file amended Petition by joining the other parties to the present Petition.

3. Ld. Sr. Adv. Mr. M G Ramachandran, appearing on behalf of the Respondent GETCO submitted that the Respondent has no objection with regard to impleadment of parties as party to the present Petition to whom the Respondent has allocated the vacated capacity. However, as on today, no capacity is available at the aforesaid sub-stations of the Respondent. It is further submitted that the present interim application filed by the Petitioner became infructuous in respect to the prayer (i) of IA because as of now, no capacity available at the 220 kV Charkha Substation which may accommodate to the Applicant/Petitioner. Therefore, relief in respect of maintaining of status quo with respect to 'available capacity' of 140 MW at the Charkha Substation cannot be granted to the Applicant/Petitioner by the Commission.

3.1. It is submitted that the Commission while notifying the Detailed Procedure, has streamlined the process of applying for connectivity to the STUs and has prescribed strict timelines for each step from making the application to signing of the Connection Agreement. Under the Detailed Procedure, the applications for connectivity are processed in two stages - Stage I and Stage II and applications for each of the stages may be applied separately or simultaneously.

- 3.2. It is submitted that as per Clause 7 of the Detailed Procedure, once an application under Stage I- is submitted, necessary studies are carried out by GETCO to check the feasibility of connectivity demanded from the available margin in the network. Further, the Respondent GETCO is obligated to grant Stage - I connectivity within 60 days from the receipt of application. The Applicant's Stage -I application dated 21.01.2023 was approved by GETCO, within 60 days' timeline prescribed above vide letter dated 31.01.2023 for 140 MW at the 220 kV Charkha Sub-Station. The process of grant of Stage -II Connectivity is provided for in Clause 9 of the Detailed Procedure which states the total timeline of 65 days for completion of process. In accordance with the procedure stated in Clause 9.7, the Respondent GETCO issued Stage-II Connectivity on 16.02.2023 and estimate of Rs. 3,14,80,712.24/- was issued on 17.03.2022 for the works required to be carried out at the 220 kV Charkha Sub-Station .Thus there was no delay on part of the Respondent GETCO.
- 3.3. It is submitted that the Applicant/Petitioner was required to sign the agreement for Connectivity to Transmission System within 5 days thereafter. If the timelines is considered as 5 days from date of payment, it would be 18.04.2023. However, considering the timelines of 65 days from 16.02.2023, the date would be 22.04.2023 which was considered by the Respondent GETCO. It is submitted that on account of delay in submission of the signed Connection Agreement within the timelines specified in the said Clause, Stage II connectivity was cancelled by the Respondent. Further, on 18.04.2023 i.e. immediately on receipt of query of the Petitioner, the Petitioner was informed about the availability of Connection Agreement on GETCO's website and also informed to adhere to the timeline for execution of Connection Agreement. However, no response has been received from the Applicant/Petitioner and the Applicant/Petitioner has failed to take any action with regard to submission of Connection Agreement within stipulated time period. Therefore, now there is no dispute that the Applicant had

not submitted the agreement within the timelines i.e. by 22.04.2023 which is also clear from the fact that the Applicant/Petitioner has sought condonation of delay of 9 days in submitting the signed agreement.

- 3.4. It is further submitted that the Detailed Procedure has prohibited any extension of timeline for signing the Connectivity Agreement. It is submitted that Stage -II Connectivity granted to the Applicant/Petitioner stands revoked and cancelled on 22.04.2023 as per automatic cancellation as provided in the Detailed Procedure and no further intimation is required to be made to the Applicant/Petitioner.
- 3.5. Referring to the para 40 and 41 of reply of the Respondent in IA No. 28 of 2023, it is submitted that connectivity applications for 250 MW were received on 26.04.2023 and 27.04.2023 respectively and the same were approved on 31.05.2023 i.e. within the specified timelines. Further, as per the Detailed Procedure, in case of any vacancy of capacity due to delay in submission of document by an Applicant, the Applicant next in queue shall be granted such vacate capacity and no deviations have been allowed in such cases. In response to a query about other examples of cancellations of connectivity due to delay in submission of required documents, Ld. Sr. Adv. for the Respondent submitted that necessary affidavit in this regard will be filed for which two weeks' time has been sought for.
- 3.6. It is further submitted that the Applicant/Petitioner had informed the GETCO about the payment made on 13.04.2023 only on 17.04.2023. Further, the Applicant/Petitioner provided the draft agreement vide email dated 18.04.2023 and not signed agreement. The Respondent GETCO vide email dated 18.04.2023 also pointed that the strictness of timeline and also informed the

Applicant/Petitioner to adhere to the timelines for execution of the connection agreement but the Applicant/Petitioner did not submit the signed connection agreement upto 01.05.2023.

- 3.7. It is submitted that the Respondent GETCO has received the Connection Agreement from the Applicant/Petitioner vide its letter dated 28.04.2023 on 01.05.2023 and in response to the same, the Respondent GETCO vide letter dated 31.05.2023 informed the Applicant/Petitioner regarding cancellation of the Stage-II Connectivity granted on 16.02.2023 in accordance with Para 9.7 of the Detailed Procedure.
- 3.8. It is submitted that the Applicant/Petitioner has again applied for grant of Stage-I and State-II Connectivity on the online portal and the same were rejected on account of the absence of capacity which was also updated on the RE integration list. Further, the Respondent GETCO is required to update RE integration list which displays the available capacity in each of the Sub-Stations. Accordingly, the Respondent GETCO while uploading the details on its website, also lists out location of the Sub-Stations and its capacity. Based on the available capacity from each of the Sub-Stations, the Applicant has to specify the details of Sub-Station and the capacity that they are applying for. The RE integration list is published on the website of GETCO in accordance with Clause 6 of the Detailed Procedure. Referring to the reply filed by the Respondent on I. A. No. 28 of 2023, he further submitted that connectivity applications for 250 MW were received on 26.04.2023 and 27.04.2023, and they were approved on 31.05.2023 i.e. within the specified time line. Further, he argued that as per the Detailed procedure, in case of vacancy of capacity due to delay in submission of document by an applicant, the applicant next in queue shall be granted the vacate capacity and no deviations have been followed in such cases.

- 3.9. Ld. Sr. Counsel for the Respondent while explaining regarding the Cluster also submitted that pathways of electricity should also be considered while granting of connectivity and connectivity to an entity is the connection to the system and not just a point in the system. In response to the contention of the Petitioner's that available capacity of 30 MW at Shapar Sub-Station, it is submitted that the Shapar Sub-Station referred by the Petitioner during course of proceedings is 66 kV Shapar Sub-Station and not the Shapar Sub-Station which was stated in the Petition.
- 3.10. It is submitted that availability of capacity in an integrated network is dependent on power flow in the network which can be determined through systems studies. A network Cluster is identified based on its inter-connection with each other. The applications for connectivity by the Applicant/Petitioner was for one such Cluster which included 220 kV Charkha Sub-Station, 400 kV Shapar Sub-Station and 400 kV Amreli Sub-Stations among others. Referring to the Line diagram, it has submitted that the power flows from (i) Charkha Sub-Station to Shapar Sub-Station, (ii) Charkha Sub-Station to Amreli Sub-Station and (iii) from Shapar Sub-Station to 400 kV Hadala Sub-Station and to 220 kV Sayla Sub-Station.
- 3.11. It is further submitted that while allotting the evacuation capacity, the Respondent GETCO has evaluated the feasibility of available capacity in a Sub-station based on the capacities already allotted in other Sub-stations in the associated network Cluster. The evaluation is done based on the capacities applied and capacity approved in order of priority to other Applicants. The methodology for determination of priority is stipulated in Clause 9.4 of the Detailed Guidelines. Therefore, while granting connectivity, the Respondent GETCO has not only assessed priority in which the applicants are eligible but also the capacity in the network Cluster as a whole.

3.12. It is submitted that once the available capacities have been allotted on 31.05.2023, zero capacity was available for allocation to any other Applicant and resultantly the application of the Applicant dated 31.05.2023 was rejected by the Respondent GETCO. Further, it is to note that as per the Detail Procedure for Connectivity, the Stage-I connectivity on 31.05.2023 was rejected and hence as per above criteria eligibility of Stage-II connectivity on 31.05.2023 does not arise since the capacity of the Cluster already stands booked by Stage-II grantees and there was no further available capacity.

3.13. In response to impleadment of the other developers as a party to the present Petition, who have been granted vacated capacity, it is submitted that there may be misjoinder of the parties and no objection to the same if such developers impleaded as parties. It is also requested that as the Respondent GETCO has not filed reply in the main matter, the Commission may grant two weeks' time to file reply in the matter.

4. Heard the parties.

5. Ld. Adv. for Applicant/Petitioner submitted that the Respondent has filed its reply to the Application filed by the Petitioner and the Respondent has also filed its rejoinder. He submitted that the connectivity which was granted to the Applicant/Petitioner was cancelled by the Respondent and the same was allocated to some other Applicant. While cancelling the Application of the Applicant/Petitioner by the Respondent, they have violated the provisions of detail procedure for connectivity approved by the Commission. He further submitted that the genuine difficulty in delay of submission connectivity agreement to the Respondent. He has also raised the issue that the connectivity which was granted to other Applicant/parties in place of the

Applicant/Petitioner at 220 KV Charkha S/S by not following the procedure laid down for grant of connectivity by the Commission while approving the procedure. He also submitted that there are other cases wherein the Respondent has granted connectivity to the Applicant where there was delay in signing of connectivity agreement or other reasons clauses which are not in consonance with the procedure approved by the Commission. He has also submitted that the Applicant/Petitioner be given time to amend the Petition/Applicant by joining the other developers/parties who have been granted connectivity by the Respondent in place of the connectivity cancelled of the Applicant/Petitioner. He requested that the Commission may call the records of the aforesaid procedure and verify the documents etc. and decide the matter. He further submitted that the Petitioner/Applicant may be given time to join other persons/entities as party Respondent.

- 5.1. Per-contra, the Respondent GETCO submitted that the connectivity of the Petitioner/Applicant was cancelled in accordance with the procedure laid down by the Commission for grant of connectivity. The failure of the Applicant/Petitioner to adhere the time limit specified in the procedure and it leads to cancellation of connectivity granted to it is not re-considerable because in place of Petitioner/Applicant connectivity the cancelled connectivity was granted to the other person. Moreover, the prayer seek by the Petitioner/Applicant is not admissible or maintainable on account of non-joinder/misjoinder of the parties. The Applicant/Petitioner is at liberty to amend the Application/Petition and the Respondent may also be granted liberty to file its response to such amendment application of the Petitioner. He submitted that the provisions made in the procedure for grant of connectivity is such that in case of failure of any stipulated conditions by the Application like submission of connection agreement in stipulated time by the Applicant the granted connectivity be deemed cancelled. The Respondent has no power to restore it. It is duty of the Applicant/Petitioner

to vigilant about the Application for connectivity applied by it and complete the formality within time.

5.2. We note that in the present case the Applicant/Petitioner who has applied for connectivity is one of the successful bidders of competitive bidding process carried out by the GUVNL and applied for connectivity at 220 KV Charkha S/S. It is a case of the Applicant/Petitioner that the connectivity was granted to it earlier was cancelled by the Respondent and the same was allocated to other persons who were in waiting list on the date of connectivity granted to the Applicant. Moreover, the connectivity granted to the other persons i.e., Infinity Global and other entities are in violation with the provisions of the detail procedure for connectivity approved by the Commission. We are therefore of the view that it is necessary to see and verify the documents on record of the Respondent GETCO that the procedure for grant of connectivity and cancellation of it as well as also the connectivity to new entity/person granted in place of the cancelled connectivity of the Applicant/Petitioner by following the provisions of the procedure of connectivity approved by the Commission. We, therefore, direct the Respondent to submit all the documents on record submitted by the, (i) Applicant/ Petitioner, (ii) Infinity Global and Others, who have applied for connectivity at 220 KV Charkha Sub-Station and Cluster after the application dated 21.01.2023 submitted by the Applicant/Petitioner, i.e., Project Twelve Renewables Power Pvt. Limited, consist of following details:

- (i) The detail application submitted with all necessary documents for connectivity of stage 1 and stage 2 by different applicants on the above sub-station/cluster.

- (ii) The documents for granting stage 1 and/or stage 2 connectivity to prove the fulfillment of the Applicant eligible for such connectivity submitted by the Applicant.
 - (iii) The verification of Application and documents carried out by the official of the Respondent GETCO and there finding on it specifying the validity of documents/application to fulfil the criteria of the grant of connectivity procedure by such applicants.
 - (iv) The query if any raised by the Respondent GETCO on the Application and documents submitted by the Applicants for grant of connectivity specifying the details if any.
 - (v) The details of response/reply if any received on query of the GETCO from the Applicant of connectivity.
 - (vi) The system study carried out by the GETCO to verify the grant of connectivity or rejection for grant of connectivity of the Applicants at relevant sub-station.
- 5.3. We also direct the Respondent GETCO to submit the details of deviation if any, made by them from the procedure for grant of connectivity approved by the Commission at their end and without getting any approval from the Commission while granting the connectivity or cancellation of connectivity of the applicant or similar other persons till date. The respondent is also directed to provide the details of the person/ entity who have submitted the agreement for connectivity and there was delayed in signing of the same by the respondent and the status of such agreements.
- 5.4. The Respondent is also directed to submit the details of the connectivity granted to different entities/applicants after verification of all the necessary documents as per the procedure for grant of connectivity verification carried out by it with consideration of system study carried out by it. The details of the cases where

the Application of connectivity was denied on different reasons specifying non-fulfillment of the conditions laid down in the approved connectivity procedure. Details of the connectivity earlier granted if any, be cancelled on a ground of delayed in fulfillment of the time limit specified in the connectivity procedure approved by the Commission or any other reasons and details of connectivity granted on different name and Transmission Agreements signed later on different names.

- 5.5. The aforesaid details be provided by the Respondent within three weeks from the date of this Order.
- 5.6. We note that, the Ld. Adv. on behalf of the Applicant/Petitioner during the hearing requested to grant time to file the Application for amendment in the Petition and Application for joining other parties, we decide to grant the time for the same.
6. Next date of hearing will be intimated separately.
7. Order accordingly.

Sd/-
[S.R. Pandey]
Member

Sd/-
[Mehul M. Gandhi]
Member

Sd/-
[Anil Mukim]
Chairman

Place: Gandhinagar.
Date:11/08/2023.