

**BEFORE THE GUJARAT ELECTRICITY REGULATORY COMMISSION
GANDHINAGAR**

Petition No. 2460 of 2025.

In the matter of:

Petition under Section 86 (1) (b), (e), (f) and (k) of the Electricity Act, 2003, read with Article 8 of the PPA dated 15.12.2022 executed between M/s. Martial Solren Pvt. Ltd. and GUVNL for supply of 200 MW Solar Power from its Solar PV power plant in the State of Gujarat seeking inter alia extension of the Scheduled Commercial Operation date on account of certain Force Majeure events affecting the project implementing and thereby passing appropriate Order (s) / Direction(s) in this regard to the extent prayed by the Petitioner herein.

Along with

IA No. 24 of 2025 in Petition No. 2460 of 2025.

In the matter of:

Application under Section 94 (2) of the Electricity Act, 2003 and under Rule 26 of the GERC (Conduct of Business) Regulations, 2004 seeking urgent directions in the Petition.

Petitioner : Martial Solren Private Limited

Represented by : Ld. Sr. Adv. Rashesh Sanjanwala

Vs.

Respondent : Gujarat Urja Vikas Nigam Limited

Represented by : Ld. Adv. Anand Ganeshan along with
Mr. K. N. Brambhatt

CORAM:

**Mehul M. Gandhi, Member
S. R. Pandey, Member**

Date: 22/07/2025.

DAILY ORDER

1. The matter was kept for hearing on 10.07.2025.
2. At the outset, Ld. Adv. Anand Ganeshan appearing on behalf of Respondent submitted that the Respondent has recently received an application from the Petitioner and it needs some time to file its Reply.
3. Ld. Sr. Adv. Rashesh Sanjanwala appearing on behalf of Petitioner submitted that the directives should be issued to the Respondent for non coercive action such as encashment of Bank Guarantee till the matter is pending before the Commission. He raised the concern that the Respondent is seeking encashment of Performance Bank Guarantee (PBG) for claiming its Liquidated Damages (LD), however till date there is no notice issued by the Respondent for claiming LD. He requested that the PBG should not be encashed as after six months from the SCOD i.e., 06.08.2025 the Respondent cannot encash the PBG. However, the Petitioner agrees to pay the liquidated damages upfrontly to the Respondent upon raising its demand. He raised an issue that the Respondent has not paid the invoices since February 2025, which are raised by the Petitioner for supply of energy to the Respondent, hence, the Petitioner is unable to fulfil its financial obligations such as payment of loan and other expenses.
4. On the query of the Commission to the Respondent that why the Respondent has not paid the amount of invoices to Petitioner. Ld. Adv. Anand Ganeshan submitted that the LD claim is pending towards the Petitioner, hence the said invoices kept unpaid in lieu of the same.
5. On the further query of the Commission that as per the PPA, if although there is any dispute between the parties, then also the Respondent is required to clear 85% of amount of invoices raised by the Petitioner, how the entire amount can be stopped by the Respondent. Ld. Adv. Anand Ganeshan submitted that he will look into it and if the Petitioner agrees to pay the LD then the Respondent will clear the invoices and also will not encash the PBG.

6. Ld. Sr. Adv. Sanjanwala for Petitioner submitted that the outstanding invoice amount is approximately ₹6 crores, while the Performance Bank Guarantee (PBG) furnished is ₹16 crores. In contrast, the Respondent's claim stands at around ₹8 crores. Therefore, the Petitioner contended that the amount retained by the Respondent is disproportionately high. Further, the Petitioner agrees to pay the demand raised by the Respondent for the LD claim. He further submitted that the Petitioner has not received any demand for LD claim from the Respondent and before issuing notice, the Respondent should not be allowed to encash Bank Guarantee.
7. Heard the parties. We note that the Respondent GUVNL has restrained the energy bills from payment to the Petitioner, hence the Respondent is required to clarify the position over such unpaid bills. We also note that the Petitioner has submitted that the Respondent has not raised any demand for the LD. However, the Petitioner has agreed to pay the demand but the PBG should not be encashed by the Respondent. On the same, the Respondent has also agreed.
- 7.1. As submitted by the Petitioner that it has recently filed an Interim Application, hence, let it be registered. Further, the Respondent has sought time to file its reply in the said application, let it be filed within 7 days' time with a copy to the Petitioner. The Petitioner is at liberty to file its submissions, if any, within 7 days' time with a copy to Respondent.
8. The next date of hearing is kept on 24.07.2025 at 11.30 AM.
9. Order accordingly.

Sd/-
(S.R. Pandey)
Member

Sd/-
(Mehul M. Gandhi)
Member

Place: Gandhinagar

Date: 22/07/2025.