

**BEFORE THE GUJARAT ELECTRICITY REGULATORY COMMISSION
GANDHINAGAR**

Petition No. 2470 of 2025

In the Matter of:

Petition under Section 86 of the Electricity Act, 2003 read with Order No. 01 of 2024 dated 22.02.2024 'Tariff Framework for Procurement of Power by Distribution Licensees and Others from Wind-Solar Hybrid Projects Including Storage, if any, and other Commercial Issues for the State of Gujarat' passed by the Commission, seeking extension of the Scheduled Date of Commissioning (SCOD) of infrastructure being developed by the Petitioner for evacuation of power from its 6 MW Hybrid Power Plant to the Respondent's 66KV Gangiyavadar Substation, on account of occurrences and circumstances beyond the reasonable control of the Petitioner being Force Majeure events.

Petitioner : M/s. Opera Engitech Pvt. Ltd.
207, Kuber Avenue, Punch Bungalow Road,
Near Gurudwara Cross Road, Jamnagar,
Gujarat-361001.

Represented By : Ld. Adv. Mr. Mridul Chakravarty along with
Adv. Mr. Harshit Singh

V/s.

Respondent : Gujarat Energy Transmission Corporation Ltd.
Sardar Patel Vidyut Bhavan
Race Course Circle, Vadodara – 390007.

Represented By : Ld. Adv. Aneesh Bajaj, along with
Mr. M.J Vasava, Mr. P.P Shah

CORAM:

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

Date: 11/11/2025

ORDER

1. The present Petition has been filed by the Petitioner seeking following reliefs:
 - a) To admit and allow the present Petition.
 - b) To hold and declare that the events pleaded in the Petition are in the nature of unforeseen reasons which are beyond the reasonable control of the Petitioner in terms of Clause 3.10 of Order No. 01/ 2024 '*Tariff Framework for Procurement of Power by Distribution Licensees and Others from Wind-Solar Hybrid Projects Including Storage, if any, and other Commercial Issues for the State of Gujarat*';
 - c) To Grant extension of the Scheduled Date of Commissioning (SCOD) of the infrastructure being developed by the Petitioner for evacuation of power from its 6 MW hybrid power plant to the Respondent's/ GETCO's 66 kV Gangiyavadar sub-station;
 - d) To grant and extend the SCOD of evacuation infrastructure of the Petitioner as provided in the Renewable Energy Policy, 2023 or otherwise, from 31.03.2025 to 30.06.2025 or till the date of actual commissioning of the Project;
 - e) To quash the letter dated 18.02.2025 issued by the Respondent GETCO wherein the Respondent GETCO has conveyed to the Petitioner that it

shall initiate appropriate coercive actions in case the SCOD being 31.03.2025 is not achieved;

- f) To hold and declare that the Petitioner is exempted from any financial liabilities due to delay in achieving SCOD due to Force Majeure events/ unforeseen reasons including but not limited to forfeiture/ encashment of bank guarantee dated 01.02.2024 amounting to Rs. 60,00,000/-, by GETCO;
- g) To grant ex-parte ad-interim or ad-interim protection to the Petitioner from any other coercive actions/ steps by the Respondent/ GETCO including but not limited to cancellation of the connectivity permissions dated 31.03.2024 or the Connectivity Agreement dated 04.05.2024 (granted and executed with the Petitioner) or the capacity allocated to the Petitioner, till the disposal of the present Petition;
- h) To grant ex-parte ad-interim or ad-interim protection to the Petitioner by staying the operation/implementation of letter dated 18.02.2025 issued by GETCO, till the disposal of the present Petition;
- i) To grant ex-parte ad-interim or ad-interim protection to the Petitioner from invocation of the Bank Guarantee dated 01.02.2024, furnished by it to the Respondent/ GETCO for an amount of Rs. 60,00,000/- or imposition of penalty/ penal charges or damages, till the disposal of the present Petition .

2. Pursuant to the filing of the captioned Petition, the Petitioner also preferred an application seeking amendment thereby bringing on record additional and relevant factual aspects and further seeking for an amendment in the original prayers of the Petition which was allowed by the Commission vide daily order dated 05.08.2025. As such, the Petitioner vide the said amendment application sought amendment for its prayers as follows:

“(c) Grant extension of the Scheduled Date of Commissioning (SCOD) of the infrastructure being developed by the Petitioner for evacuation of power from its 36 MW hybrid power plant to the Respondent’s/ GETCO’s 66 kV Gangiyavadar sub-station, in terms as stated in the present Petition;

(d) Consequent to prayer (c) above, grant and extend the SCOD of charging of the evacuation infrastructure till 30.09.2025 or till the date of actual commissioning of the Project, and consequently the commissioning of the Project capacity till 28.07.2026, in terms as stated in the present Petition.”

3. In the aforesaid amendment prayer, the petitioner has prayed for extension in commissioning of the infrastructure of transmission system of 6 MW to 36 MW Hybrid power plant upto 30.9.2025 and also prayed for extension of commissioning of project capacity upto 28.7.2026.
4. The aforesaid amendment sought by the petitioner so far as extension in creation of transmission infrastructure is concerned, the same is only limited to capacity of the project i.e. from 6 MW to 36 MW and increase in time period. The extension in commissioning of the project was not a prayer in the original petition nor facts/ grounds stated in the original petition.

Hence, the same are not considered and permitted in this petition. However, the petitioner is at liberty to approach the Commission on the issue of the extension in commissioning of the project period separately if desired.

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

- 5.1. The present Petition is being preferred by the Petitioner viz. M/s. Opera Engitech Private Limited who is the process of setting up of infrastructure for evacuation of 6 MW power from its hybrid power project to 66KV Gangiyavadar sub-station of Respondent/ GETCO, under captive use.
- 5.2. The Respondent is the Gujarat Energy Transmission Corporation Limited ("GETCO"), which is the State Transmission Utility as envisaged under Section 39 of the Electricity Act, 2003.
- 5.3. The Petitioner being desirous of evacuating 6 MW hybrid power through the proposed infrastructure, applied before the Respondent/ GETCO for grant of Stage-I and Stage-II Connectivity under the provisions of '*Procedure for Grant of Connectivity to Projects Based on Renewable Energy Sources to Intra-State Transmission System*' issued by the Commission on 07.01.2023 and both the permissions were duly granted to the Petitioner on 30.03.2024 and 31.03.2024 respectively for carrying out construction and commissioning activities related to dedicated transmission lines, transformers, bus-bars, bays and other equipment at sub-station

- 5.4. In accordance with Clause 17.4 and 17.5 of the RE Policy, 2023, the hybrid project having capacity of 1 MW to 100 MW, was required to commission the entire allotted pooling sub-station capacity within 1 year from the date of allotment of transmission capacity.
- 5.5. The Petitioner having 6.00 MW capacity of hybrid project was required to achieve SCOD *qua* the evacuation infrastructure within 12 months from the date of grant of Stage-II Connectivity (31.03.2024) i.e., 31.03.2025
- 5.6. The Petitioner was *inter alia* required to (i) execute upfront a Connectivity Agreement with GETCO; (ii) open a Letter of Credit for 10% of capacity charges equivalent to two (2) months billing cycle; (iii) obtain approvals under Sections 68 and 164 of EA 2003, post which only works could commence; and (iv) submit bank guarantee for timely completion of bay work.
- 5.7. The Petitioner furnished a Bank Guarantee (“BG”) dated 01.02.2024, bearing BG No. 0205NDDG00015124, which is valid till 01.01.2026. The said BG was further amended on 21.03.2024.
- 5.8. On 18.04.2024, GETCO issued a letter to the Petitioner, whereby it provided the provisional estimate of supervision charges prepared for work of erection of 66 kV transmission network to be used for evacuation of 6 MW of Hybrid power at 66 kV Gangiyavadar (GETCO) S/s through sharing mechanism with Stage-II grantee (M/s. Opera Engitech Private Limited) for

Captive Use under Option 3. Vide the said letter, the estimate for supervision charges came out to be Rs. 1,83,768/-. On 04.05.2023, the Petitioner made the payment to GETCO towards the supervision charges.

- 5.9. The Petitioner on 04.05.2024 executed a Connection Agreement with GETCO for connecting its 6 MW Hybrid Power Project facility to GETCO's Transmission System at the interconnection point at 66 kV level of 66 kV Gangiyavadar sub-station.
- 5.10. A Kick off Meeting was held on 13.06.2024 for the capacity of 36 MW Hybrid Power (*inclusive of the 6 MW Project of the Petitioner*). Considering the total capacity of the Project to be $30+6=36$ MW, the CT Ratio at Grid Sub-station ("GSS") and Power System Stabilizer ("PSS") was calculated at 400/1 Amp.
- 5.11. As per the request of the Petitioner, GETCO on 30.06.2024 issued a letter to the Petitioner thereby approving Opera Infrastructure LLP- Jamnagar as the vendor for carrying out the work qua erection of 66 kV feeder bay at 66kV Gangiyavadar sub-station for evacuation of 6 MW hybrid power from the hybrid station of the Petitioner
- 5.12. On 11.07.2024, a joint visit of 66kV Gangiyavadar S/s was carried out by DE (Const) and representative of the Petitioner for site feasibility for the 36 MW Hybrid Power evacuation at 66 kV Gangiyavadar S/s.
- 5.13. On 21.09.2024, a Consortium Agreement was signed between the Petitioner and JSW being another generator seeking interconnection with

Gujarat Intra-State transmission network at a single connection point being Petitioner's Hybrid Power evacuation at 66kV Gangiyavadar S/s.

5.14. The Petitioner (30 MW + 6 MW) and JSW (9 MW) agreed to develop the generating station, thereby totalling to a capacity of 45 MW. As such, the Petitioner and JSW jointly sought connectivity to inject electrical energy at 66 kV level from the now total installed capacity of 45 MW Hybrid generating station into the 66kV Gangiyavadar substation of GETCO.

5.15. The relevant provision of Stage-II connectivity dated 31.03.2024 which obligates the Petitioner to allow another RE Generator to utilise the infrastructure for optimum utilisation of the transmission asset.

5.16. Similar provision is provided under the *Procedure for Grant of Connectivity to Projects based on Renewable Sources to Intra-State Transmission System* dated 07.01.2023. Clause 13 of the Detailed Procedure provides for sharing of the dedicated transmission line in case the developer is not able to fully utilize the capacity. Further, Clause 13.2 allows entities to apply for Stage-II Connectivity at the bay already allocated to another Stage-II Connectivity grantee along with an agreement duly signed between the person/applicant and the Stage-II Connectivity grantee for sharing the Dedicated Transmission Line.

5.17. FORMAT 6 provides for Model Agreement to be executed between the Lead Generator and other generator(s) seeking inter- connection with Gujarat

Intra- State transmission network at a single connection point. In accordance with the aforementioned provisions the Petitioner as a lead generator, has executed the consortium agreement with JSW.

5.18. The Petitioner on 07.10.2024 issued a letter to GETCO submitting the Consortium Agreement for the combined 45 MW project. It was also requested to GETCO to provide the revised CT Ratio at PSS and GSS by considering the total Project feeder capacity as 45 MW (36 MW of Petitioner + 9 MW of JSW) for resizing the Feeder Bay equipment.

5.19. The factum of addition of JSW and the Consortium Agreement was specifically drawn to the knowledge of the Respondent/ GETCO and no fathomable objections etc. was raised by the latter on this development.

5.20. Another Kick off Meeting was held on 10.10.2024 for the Project *qua* the additional capacity of 9 MW being added on account of inclusion of JSW. Pursuant to that, the Petitioner applied for grant of standard drawings approval.

5.21. Considering the revised total capacity of the Project, CT Ratio at GSS and PSS was determined to be 450/1 Amp.

5.22. The Petitioner submitted the standard drawings for seeking approval for the revised capacity of Hybrid Power evacuation at Gangiyavadar 66kV S/s, which was approved by GETCO vide letter dated 17.12.2024. GETCO further requested to submit drawings of certain other equipments.

- 5.23. GETCO vide letter dated 20.12.2024, issued approval of drawings for M/s ECS make 66 kV CT (Ratio: 450/1A) and 66 kV Dead end PT for the 45 MW Hybrid power evacuation at Gangiyavadar 66 kV for the Petitioner under Bay sharing and option-3.
- 5.24. The inclusion of JSW and consequent increase in CT Ratio requiring *de novo* approval for the revised capacity, has been causing substantial delay in commissioning of the Project which as per the Policy, Permissions, Agreement expires on 31.03.2025.
- 5.25. Being aggrieved by the unforeseeable and uncontrollable delay, the Petitioner vide the present petition has invoked the jurisdiction of this Commission seeking extension of SCOD of the infrastructure being developed by the Petitioner for evacuation of power from its 6 MW hybrid power project to 66kV Gangiyavadar sub-station of GETCO, on account of occurrence of aforementioned force majeure events/ unforeseen reasons which are beyond the reasonable control of the Petitioner.
- 5.26. Despite the aforementioned delay being not attributable to the Petitioner, GETCO vide its letter dated 18.02.2025 conveyed to the Petitioner that it shall initiate coercive action, in case the Petitioner fails to achieve the SCOD. In view of this, the Petitioner vide the present petition is also seeking quashing of letter dated 18.02.2025 issued by GETCO.

5.27. The Hon'ble Appellate Tribunal for Electricity ("Hon'ble **APTEL**") while expounding the expression "force majeure" observed as following in Appeal No. 194 of 2022 tilted as *POWERGRID Southern Interconnector Transmission System Limited (PSITSL) v. CERC & Ors.*

5.28. The ambit of principle of 'Force Majeure' is not exhaustive and will include an array of events which are beyond the reasonable control of the project developer. This interpretation is supported by the finding of the Hon'ble Supreme Court in *Industrial Finance Corporation of India vs. Cannanore Spinning & Weaving Mills Ltd.* reported in (2002) 5 SCC 54 wherein it was held that any impediment beyond one's control which was unforeseen and unavoidable at the time of entering into the contract qualifies as a Force Majeure event.

5.29. The Courts have adopted a 'wide connotation' to the term 'Force Majeure', with the main intention behind 'Force Majeure' relief being to save the contracting party from any event over which he has no control. In this regard the Petitioner placed reliance on following judgements.

(a) *Dhanrajamal Gobindram v. Shamji Kalidas & Co.* reported in AIR 1961 SC 1285:

(b) *National Agricultural Cooperative Marketing Federation of India vs. Alimenta S.A.* reported in 2020 SCC OnLine SC 381:

- 5.30. Reliance is also placed upon the judgment of the Apex Court in *GUVNL vs. Tarini Infrastructure Ltd. & Ors.* reported in (2016) 8 SCC 743, wherein the said Court recognized an ‘uncontrollable’ event as a factor that would qualify as an event of Force Majeure.
- 5.31. Even part performance of works being hindered by a supervening event would entitle a party to Force Majeure relief, as held by the Hon’ble Supreme Court in *Energy Watchdog & Ors. v. CERC & Ors.* reported in (2017) 14 SCC 80.
- 5.32. Reference is made to the judgment passed by the Hon’ble APTEL in Appeals Nos. 23/ 2020 & 278/2021 titled as *Avaada Energy Private Limited v. CERC & Ors.* wherein the Hon’ble Tribunal considering the importance of incentivizing/ facilitating the RE sources/ power, deprecated the conduct of DISCOM in terminating the PPA (*for RE power*) merely on the ground that the cheaper power was available in the market elsewhere.
- 5.33. EA 2003, National Electricity Policy, 2005 and the National Tariff Policy, 2016 cast statutory obligations upon the State Commission to facilitate the renewable power generation in terms of the following:
- (i) EA 2003 envisions under the Preamble, that the development of environmentally benign policies and promotion of renewable energy sources are the foremost objectives of the Act.

- (ii) Section 61 of EA 2003 provides that *'the Appropriate Commission shall, subject to the provisions of this Act, specify the terms and conditions for the determination of tariff, and in doing so, shall be guided by the following, namely:- [...] (h) the promotion of co-generation and generation of electricity from renewable sources of energy.*
- (iii) Section 86(1)(e) of the said Act provides that the State Commission shall *'promote cogeneration and generation of electricity from renewable sources of energy by providing suitable measures for connectivity with the grid and sale of electricity to any person, and also specify, for purchase of electricity from such sources, a percentage of the total consumption of electricity in the area of a distribution licensee'.*
- (iv) The National Tariff Policy, 2016 also aims at the promotion of renewable sources of energy in terms of Section 86 of the Act.

5.34. The Government of Gujarat vide G.R. No. REN/e- file/20/2023/0476/B1 dated 04.10.2023 notified Gujarat Renewable Energy Policy 2023. The said Policy aims to tap the renewable energy potential of State in a maximum possible manner. The policy also aims to (a) attract participation from Industries, MSMEs, Organizations, and Consumers etc. for augmenting clean energy sources in the State, (b) achieve the State's Sustainable Development Goals by rapid transition to clean energy sources, (c) make available

quality, reliable and cost competitive renewable power to consumers with conducive policy framework, and (d) achieve 50% of cumulative electric power installed capacity from non-fossil fuel-based energy resources by the year 2030.

5.35. The Hon'ble Supreme Court and the Hon'ble APTEL in various judgments have recognised the importance of promotion of renewable energy under the scheme of EA 2003. Some of the judgments are reproduced hereinbelow:

- (i) *Hindustan Zinc Ltd. v. Rajasthan Electricity Regulatory Commission*, reported in (2015) 12 SCC 611.
- (ii) Judgement dated 28.09.2006 passed in Appeal No 90 & batch of 2006, titled as *Rithwik Energy Systems Limited v. Transmission Corporation of Andhra Pradesh Ltd. & Ors.*

6. The Respondent has filed its reply and contended as under:

- 6.1. The GETCO 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.
- 6.2. 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.

- 6.3. 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.
- 6.4. 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 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.
- 6.5. The Petitioner was granted Stage-II connectivity vide letter dated 31.03.2024 for 6 MW hybrid power project at 66 kV Gangiyavadar sub-station of GETCO and in terms of the prevailing timelines on the date of Stage-II connectivity being 12 months, the Petitioner is required to complete by date 30.03.2025. The Petitioner had undertaken the project under captive mode.

- 6.6. The GETCO has filed a Petition being Petition No. 2490 of 2025 in regard to the timelines inter alia as per the Hybrid Tariff Order dated 22.02.2024 which may have implications on the timelines.
- 6.7. The Petitioner has sought for extension of the timelines which has to be considered by the Commission in terms of the Detailed Procedure read with Tariff Orders. While there is no specific provision of force majeure, the Tariff Orders only recognise failure to commission on case to case basis due to unforeseen reasons. The consistent reference to force majeure in the Petition is therefore not correct. While the Tariff order recognises the extension in certain cases, there is no inherent power in terms of the Electricity Act or otherwise in Conduct of Business Regulations or any other Regulation for such aspects.
- 6.8. It is the responsibility of the Petitioner to demonstrate the same. The burden of proof in this regard lies on the Petitioner and the Petitioner is required to substantiate its claim and the Commission may verify the same. If there was any default or imprudency on the part of the Petitioner, the Petitioner cannot be allowed extension.
- 6.9. The Petitioner is seeking extension on the basis of alleged aspects:
- (a) Addition of JSW Renewable Energy Anjar Limited through Consortium Agreement dated 21.09.2024 leading to an increase in current transformer ratio.

(b) Delay in approval of standard drawings due to change in capacity and change in CT Ratio

6.10. The Petitioner is seeking extension till 30.06.2025 or till actual date whichever is earlier.

6.11. The Petitioner has submitted a bank guarantee dated 21.03.2024 for an amount of Rs.60,00,000 which is expiring on 01.01.2026 with claim period until 01.01.2027. The Petitioner is required to maintain the Bank guarantee. The bank guarantee is an unconditional bank guarantee.

6.12. The present Petition has been filed by the Petitioner in regard to the 6 MW which was granted connectivity on 31.03.2024. The Petitioner was also granted Stage connectivity-II connectivity at the same sub-station for 30 MW on 31.01.2024 for which the line is being constructed and would be shared by the 6 MW connectivity. In regard to the said connectivity, the timelines are expiring on 30.07.2025 whereas for 6 MW, the timelines are expiring on 30.03.2025.

6.13. In regard to the connectivity for 30 MW, both the letter dated 31.01.2024 and the Provisional Estimate dated 12.02.2024 were clear on sharing with others in future. This is also clarified in the Stage-II Connectivity for 6 MW.

6.14. The Petitioner was aware that there can be subsequent RE developers and it was also stated that the Petitioner has to lay line and associated bay equipment for minimum 50 MW per circuit and for balance/future capacity,

separate feasibility study will be carried out. The fact of sharing was also noted in the Letter dated 18.04.2024. The Petitioner itself admits that the sharing is provided in the Letters as well as Detailed Procedure. Therefore the fact that there can be a subsequent developer is known to the Petitioner.

6.15. The estimate issued on 18.04.2024 was stated to be provisional estimate and it was noted that the final estimate will be issued upon joint survey.

6.16. JSW Renewable was granted connectivity for 9 MW at 66 KV Gangiyavadar Sub-station on 31.03.2024. The above connectivity was on sharing basis with the Petitioner. The Petitioner and JSW had signed the Agreement with the Petitioner as the lead generator.

6.17. The consortium agreement was signed and submitted by the Petitioner vide Letter dated 07.10.2024 received on 07.10.2024. A Meeting was held on 10.10.2024 by GETCO with Petitioner and JSW on request made by Petitioner on 07.10.2024.

6.18. The Petitioner had taken vendor approvals by way of letter dated 19.04.2024 which was responded by GETCO on 26.04.2024 and 11.11.2024 which was further responded on 21.11.2024.

6.19. When sharing connectivity is granted to the lead generator, the CT ratio is upgraded according to total MW. The initial CT ratio was 300/1 based on 30 MW and thereafter 400/1 Amp for 36 MW [30+6]. Subsequently on 31.03.2025, an additional 9 MW + 6 Mw was granted at 66 KV Gangiyavadar

Sub-station being total of 45 MW and accordingly CT ratio was updated to 450/1 Amp, as recorded in the kick off meeting . The Petitioner was aware of this as it had in the letter dated 07.10.2024 itself requested GETCO for CT PT Ratio by considering 45 MW.

- 6.20. The lead generator must update the CTR (Current Transformer Ratio) based on sharing connectivity granted at the same sub-station upto the full capacity. At 66 KV sub-station, the full capacity is 50 MW. The Petitioner only needs to update the CTR drawing from both end of the transmission line. There is no other change as already infrastructure is for full capacity of 50 MW.
- 6.21. The Petitioner had vide letter dated 30.11.2024 received on 30.11.2024 by GETCO and email dated 02.12.2024 sought for the drawings and GETCO had vide email dated 04.12.2024 sought documents for the project which was responded to by the Petitioner on 09.12.2024.
- 6.22. The Respondent GETCO provided the drawings on 17.12.2024. The Petitioner had also sought approval for drawings vide letter dated 30.11.2024 received on 30.11.2024/email dated 09.12.2024 which was responded to vide Letter dated 20.12.2024.
- 6.23. The Petitioner was required to submit the drawings/specifications for approval as also noted in Letter dated 30.06.2024. Prior to the above drawings submitted on 30.11.2024, the Petitioner had requested for

standard drawing on 14.09.2024 which was provided on 29.10.2024. The contentions. The Petitioner had not submitted any drawings for approval before JSW.

6.24. The allegation that post approval of Standard Drawings on 17.12.2024, CT ratio was again revised to 450/1 is not correct. The approval was after the agreement dated 21.09.2024 and the Meeting dated 10.10.2024 wherein 450/1 amp was already decided. There was no other revision after 17.12.2024. The Petitioner had vide letter dated 30.11.2024 submitted the drawings/documents for ECS make. 66 KV CT (Ratio: 450/1A) and 66 KV Dead End PT which were approved on 20.12.2024.

6.25. The Petitioner has not provided any details of the completion of the power project. As per the Order dated 22.02.2024, the timelines for the power project are also 1 year from charging or timelines above whichever is earlier, which in this case would be the timeline of 12 months from Stage-II Connectivity i.e. 30.03.2025.

6.26. There is no specific provision for force majeure in the Detailed Procedure and the Tariff Orders only recognise failure to commission on case to case basis due to unforeseen reasons. The Petitioner is unnecessarily making submissions on the force majeure or contractual aspects when the issue is clearly to consider in line of the above. The Petitioner is unnecessarily

referring to aspects on extension of SCOD or force majeure instead of submissions based on the applicable law in this case.

6.27. The present issue is not a contractual issue but the timelines are as provided in the Detailed Procedure and Tariff Orders. The law of contract would not apply. The connection agreement is only as per the Detailed Procedure and the timelines and consequences are provided in the Detailed Procedure. In fact in such cases of transmission, the transmission charges are held to be payable irrespective of reasons for delay in commissioning of power project or otherwise, any force majeure affecting the generator in injecting power. This is because once the transmission system is booked, the amount is payable. The transmission licensee cannot be left without being able to recover its amount nor can other consumers be left to bear the burden. In the present case, the grant of connectivity to the Petitioner has blocked the capacity at the sub-station thus blocking other persons for such capacity. The judgments relied on by the Petitioner are those where there is a provision of force majeure in the contracts and the interpretation of the same.

6.28. There cannot be any automatic extension and the same has to be considered only on the basis of the provision in the detailed procedure and Tariff Orders. It is not open to GETCO to consider any such aspect. Therefore, the

reference that GETCO Letter dated 18.02.2025 as being issue despite the alleged delay not being attributable to the Petitioner is not correct.

6.29. The Petitioner was aware of its own progress and ought to have approached the Commission in time instead of delaying and approaching in the last minute.

6.30. The reliance on Section 39 of the Act is misplaced in the present context when there is already a detailed procedure approved by the Commission and GETCO is bound by the same. There is no power on GETCO on its own to extend the timelines granted by the Commission. The coordination does not mean that generating companies/developers take their own time to perform their obligations and GETCO is required to maintain the connectivity and transmission system for free for such entities.

6.31. The issue is not of coordination and planning by GETCO/STU when the Petitioner has already taken connectivity and blocked such capacity. In such cases, delays by the Petitioner in completing its obligations means that the capacity is blocked for longer period of time without any utilisation which is not in interest of the optimum utilisation of the transmission system and not in interest of consumers at large.

6.32. The Petitioner has sought to rely on Powergrid Southern Interconnector Transmission System v CERC and Others in Appeal No. 194 of 2022 which

is related to force majeure in a contract. In the present case, the timelines are as per Detailed Procedure and there is no provision of force majeure.

6.33. The law is clear that the extension if any has to be by the Commission and therefore the Respondent, GETCO has no power in this regard. In the case of PSITSL, there is a drastic or fundamental change in the substance of the contract.

6.34. The reference to Energy Watchdog Case 2017 14 SCC 80 and National Agricultural Cooperative Marketing Federation of India v. Alimenta SA 2020 SCC Online SC 381 on the contract being impracticable or useless does not apply here.

6.35. The reference to National Agricultural Cooperative Marketing Federation of India v. Alimenta SA reported in 2020 SCC online SC 381 is also when there is a provision for force majeure in the contract and therefore, considered under Section 32 of the Contract Act as contingent contract. Here, the issue is to be considered as per Detailed Procedure. The Petitioner has referred to Energy Watchdog decision 2017 14 SCC 80 which was also interpretation of the force majeure clause in the PPA and therefore, cannot be applied herein.

6.36. The reference to Industrial Financial Corporation of India v. Cannanore Spinning & Weaving Mills Ltd (2002) 5 SCC 54 is also related to contract.

- 6.37. The reference to Dhanrajamal Gobindram v. Shamji Kalidas & Co AIR 1961 SC 1285 as claiming to provide wide connotation for force majeure is not correct. The issue considered was totally different. Firstly, it refers to force majeure in a contract and even therein, not as interpretation of contractual clauses. The Hon'ble Supreme Court had been interpreting the clause which said usual force majeure clause will apply. The decision was mainly on issue as to whether the clause is vague and uncertain. It is not the case here.
- 6.38. The force majeure clause has to be narrowly construed has been recognised by the Hon'ble High Court of Delhi by referring to Energy Watchdog Case.
- 6.39. The Respondent relied on the following judgements
- a. Halliburton Offshore Services Inc -v- Vedanta Limited and Ors dated 29.05.2020 in OMP (I) (COMM) No. 88 of 2020 wherein it was also held that even in case of COVID 19, it has to be seen whether this would justify non-performance of the contract needs to be considered in the facts and circumstances of each case.
 - b. NTPC Vidyut Vyapar Nigam Ltd -v- Precision Technik Pvt. Ltd., 2018 SCC OnLine Del 13102:
- 6.40. The reliance on GUVNL v. Tarini Infrastructure Ltd & Others (2016) 8 SCC 743 was in reference to the Tariff Regulations which is not the case herein.
- 6.41. 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 Petitioner is a renewable project, it can claim any delay or extension. Any issue has to be considered as per the same only.

- 6.42. None of the judgments relied by the Petitioner provide that the law/orders have to be ignored merely because of promotion of renewable projects particularly when the law/orders relate specifically to renewable projects.
- 6.43. The Hon'ble Court has repeatedly upheld sanctity of contracts and timelines and liquidated damages etc. even in case of the renewable projects. The status of Must Run also is not relevant. The requirements and procedure of connectivity are not overridden by the must run status.
- 6.44. Merely because the Petitioner is a renewable project does not mean that it should be free from consequences as provided in the Detailed Procedure/Tariff Order.
- 6.45. The reliance on Electricity Act, 2003 or National Electricity Policy or National Tariff Policy is of no assistance to the Petitioner. Once the Detailed Procedure and Tariff order has been issued, the provisions therein are binding.
- 6.46. The Petitioner has made reference to the Government of Gujarat Policy 2023 but has failed to note that the said Policy itself also recognises the

timelines and the consequences of not meeting the timelines for connectivity. The Petitioner cannot escape consequences merely because it claims to be a renewable project.

6.47. The reference to the judgment of the Hon'ble Tribunal in *Avaada Energy Private Limited v. Central Electricity Regulatory Commission and others* in Appeal No. 23 of 2020 and 278 of 2021 is not of assistance to the Petitioner in the present case.

6.48. The Petitioner has claimed a generic declaration that Petitioner is exempted from any financial liabilities. There cannot be any such generic declaration. The issue herein is limited to only the extension of time in relation to the Detailed Procedure.

6.49. The Bank guarantee is an unconditional bank guarantee and there cannot be any restraint. The Bank guarantee is to be encashed in case of cancellation of connectivity

6.50. The Petitioner filed Rejoinder and contended as under:

6.51. The possibility that other RE generators may be added or what quantum of capacity may be added, cannot be foreseen by the developer as alleged or otherwise. In this context, it needs to be appreciated that when the Project was being developed, necessary approvals were obtained from GETCO as per the Project capacity. In such a scenario, the allegation that the Petitioner

ought to have anticipated addition of other RE Generators is fallacious and inaccurate.

6.52. The envisaged Project allotted capacity in the present case pertains to 36 MW. The Petitioner is lawfully entitled to invest corpus to the extent of allotted capacity of the Project. The Petitioner is not averse to the possibility of other developers being added at the Project site. Having infused bonafide capital for its allotted capacity and Project, the Petitioner would also develop the infrastructure due to addition of developers, as and when they join capacity and to the extent of the additional capacity.

6.53. It would be improbable and unjustified to expect the Petitioner to infuse capital for the entire evacuation infrastructure. Irrespective of evacuation infrastructure, addition of other developers would never lie at the behest of the Petitioner.

6.54. As and when there was an addition of a Project developer (*being JSW in the present case*) the Petitioner was absolutely justified and bound by the extant procedures to seek fresh approval of permissions, drawings, etc., which otherwise was not required.

6.55. When there was no addition of the subsequent developer, the Current Transformer at Grid Sub-station and Pooling Sub-station was calculated at 400/1 Amp (*i.e., 36 MW*) which is also reflected in the *Kick off Meeting dated 13.06.2024* held between the parties. The said Kick-off Meeting was

categorically signed by the officials of GETCO. Thus, it clearly goes to show that GETCO was well within the knowledge that the CT Ratio of the earlier capacity was calculated at 400/1 Amp (*i.e.*, 36 MW).

6.56. In terms of the conditions provided for Stage-II connectivity dated 31.03.2024 granted to the Petitioner, JSW sought interconnection with Gujarat Intra-State transmission network at a single connection point being Petitioner's Hybrid Power evacuation at 66kV Gangiyavadar S/s and the same was added vide Consortium Agreement signed on 21.09.2024. The said addition is as per the terms and conditions of Connectivity permissions.

6.57. On 07.10.2024, when the Petitioner issued a letter to GETCO inter-alia, submitting the Consortium Agreement, it was once again brought to the notice of GETCO that the earlier capacity of 36 MW was approved by GETCO with a CT Ratio of 400/1 Amp. However, due to resizing the Feeder bay equipment on account of addition of JSW, the CT Ratio has been increased to 450/1 Amp.

6.58. The above development was very well in the knowledge of GETCO and there were no objection of any sort raised by it to such addition at that point of time, which amply makes it clear that GETCO accepted the earlier factual background *vis-à-vis* CT Ratio of 400/1 Amp.

6.59. The Petitioner bore no choice but to approach GETCO about such addition. This was informed vide letter dated 07.10.2024. In the said letter, a request

was made to GETCO for re-evaluating the CT Ratio at PSS and GSS by considering the total Project feeder capacity as 45 MW (*36 MW of Petitioner + 9 MW of JSW*) and necessary resizing of the Feeder Bay equipment.

6.60. Whenever a new generator is added to the bay (*as in the present case*) the lead generator is bound to approach GETCO for re-evaluating the applicable CT Ratio amongst other aspects.

6.61. It cannot be the case of GETCO before the Commission that even in case of a single developer, it ought to operate at a higher CT Ratio than what is applicable and required. This would lead to absurdity and an incorrect application of extant Rules, Regulations and parameters.

6.62. A *Kick off Meeting* was held on *10.10.2024* for the Project *qua* the additional capacity of 9 MW being added on account of inclusion of JSW.

6.63. Considering the revised total capacity of the Project, the applicable CT Ratio at GSS and PSS was determined by GETCO to be 450/1 Amp; and

6.64. GETCO itself acknowledged the earlier CT Ratio of 400/1 Amp vide the Kick-off Meeting dated 13.06.2024. Since JSW was added subsequently, the earlier approvals *qua* the CT Ratio basis the previous capacity and configuration, were required to be revised/ reviewed again by the authorities.

6.65. The circumstances of the case vis-à-vis the allegations of GETCO clearly establish that the Petitioner was faced with events completely beyond its

reasonable control, covered in terms of Clause 3.10 of the Tariff Framework Order passed by the Commission on 22.02.2024. As a consequence, allegations of GETCO are completely inaccurate and erroneous, deserving rejection by the Commission.

6.66. The Petitioner till date invested a substantial money in its Project, upward of Rs. 20 Crores. It has other investments also in Gujarat, adding to the green energy portfolio of the State. Further, the Petitioner is providing an updated status report and the milestones achieved *qua* the Project. It is implored that the same be considered by the Commission while adjudicating the incumbent proceedings.

6.67. The aforesaid contention of GETCO is completely misplaced and baseless on account of the fact that the term '*unforeseen reasons*' as provided under Clause 3.10 of the Tariff Framework order, whereby a project developer ought to approach the Commission for the relief of extension of SCOD, provided the project is delayed due to '*unforeseen reasons*'. The unforeseen circumstances, in general legal parlance, means any cause or causes which the party asserting, cannot, despite reasonable efforts, foresee or able to prevent or overcome. Reference is made to Clause 3.10 of the Tariff Framework order dated 22.02.2024. Thus, what can be seen from the aforesaid order is that developer (*whether acting in the capacity of a Generator, Consumer, or Licensee*) is unable to commission the entire

allocated evacuation infrastructure, including but not limited to associated bays and metering systems, within the prescribed or stipulated time frame due to unforeseen, justifiable, and demonstrable reasons beyond their reasonable control, the Developer/ generator shall have the right to approach the Commission seeking an extension of the originally approved timeline.

- 6.68. Such recourse in approaching the Commission shall not be construed as a narrow scope, but rather as an invocation of the Commission's inherent regulatory and adjudicatory powers to grant relief in bonafide cases where delays are occasioned despite the exercise of due diligence and reasonable care by the Developer/ generator.
- 6.69. The Commission ought to adopt a purposive and liberal interpretation, rather than a hyper-technical approach, particularly in matters involving large-scale renewable infrastructure, where substantial public interest and long-term policy goals, such as clean energy promotion, grid stability, and economic development are directly implicated.
- 6.70. The objective must remain to facilitate the expeditious and effective implementation of renewable energy projects in furtherance of national and state-level commitments, rather than to defeat legitimate efforts due to procedural or technical lapses.

- 6.71. It needs to be seen the events as pleaded for by the Petitioner in the subject Petition could not have been foreseen by the Petitioner while seeking connectivity and thereafter executing the Project. This clearly indicates that the Petitioner was hindered by an unforeseen and uncontrollable event towards timely execution of the Project which had a cascading effect of leading to delay in commissioning of the Project.
- 6.72. The withdrawal or cancellation of connectivity granted to the Petitioner would result in a setback to the State of Gujarat's renewable energy portfolio and nullify the significant financial investments already made by the Petitioner;
- 6.73. Such action would also adversely impact the State's economy. Accordingly, it is essential to consider the circumstances outlined in this Petition and ensure the continued preservation of the Project initiated by the Petitioner within the jurisdiction of the Commission.
- 6.74. If the Petitioner's connectivity is withdrawn, any alternate developer would require an additional period of at least 12 months to achieve similar progress, which would not serve the interests of the Petitioner, the Utility, or the State's renewable energy portfolio.
- 6.75. Unforeseen event is akin to force majeure event and that it is evident that an event/ effect which can *neither be anticipated nor controlled* by the party resulting in temporary delayed performance of the contractual obligations,

qualifies as a force majeure event. Thus, the contention of GETCO is completely baseless and the same deserves to be rejected by the Commission.

6.76. The Government of Gujarat, through G.R. No. REN/e-file/20/2023/0476/B1 dated 04.10.2023, notified the Gujarat Renewable Energy Policy 2023. This Policy is aimed at maximizing the utilization of the State's renewable energy potential. It seeks to:

- (a) Encourage the participation of industries, MSMEs, organizations, consumers, and others in expanding clean energy sources within the State.
- (b) Facilitate the State's progress towards achieving its Sustainable Development Goals by accelerating the transition to clean energy;
- (c) Ensure the availability of high-quality, reliable, and cost-effective renewable power to consumers through a supportive policy framework; and
- (d) Achieve the target of 50% of the State's cumulative installed electric power capacity coming from non-fossil fuel-based energy sources by 2030.

6.77. It can never be the case that the State and its Instrumentality or Agency can draw/ infer contradictory stands before a Court of law on issues which are intricate to the environment and other benign aspects.

6.78. The Petitioner here draws an analogy between the benevolent vision of the State and the impetus on promotion of renewable energy. There cannot be any objection fathomable, which can be raised to such contention.

6.79. Apart from the aforesaid, EA 2003, National Electricity Policy, 2005 and the National Tariff Policy, 2016 cast statutory obligations upon the State Commission to facilitate the renewable power generation in terms of the following.

7. The Petitioner has filed IA No. 72 of 2025 in Petition No. 2470 of 2025 seeking amendment of Petition. In the said IA the Petitioner has sought to add and amend in the memo of the Petition:

7.1. It is submitted that the present application is filed by the Petitioner in terms of Order VI Rule 17 of the Civil Procedure Code, 1908 invoking principles analogous to amendment of a plaint as enshrined therein. The Petitioner seeks to bring on record additional grounds alongwith certain further factual developments, post filing of the captioned Petition, which are material to the adjudicatory process of the incumbent proceedings. It is submitted that the amendments sought are supplementary to the grounds already raised in the present appeal.

7.2. The present petition was expeditiously filed in order to safeguard the said connectivity and prevent any adverse circumstances or actions, including

but not limited to encashment of Bank Guarantee furnished in the given set of facts governing this case.

7.3. Subsequent to the filing and during the pendency of the present Petition, an identical issue has arisen in respect of the 30 MW project of the Applicant, which utilizes the same common evacuation infrastructure and connects to the same PSS and GSS as the 6 MW Project viz., the 66 kV Gangiyavadar of GETCO.

7.4. The connectivity for the said 30 MW project is due to expire on 31.07.2025, and the grounds for delay as well as the reliefs sought are identical and arise from the same cause of action as set out in the present Petition. In the interest of judicial economy and to avoid multiplicity of proceedings, the Applicant seeks leave of the Commission to amend the present Petition to also include and address the extension of timelines for the aforesaid 30 MW project, on the same/ similar grounds and cause of action as set forth in the present Petition.

7.5. The Petitioner has sought following amendments in the memo of Petition:

(a) After Para 4 of the Petition, the following paragraphs are sought to be added:

5. The Petitioner herein had also applied before the Respondent/ GETCO for grant of Stage-I and Stage-II Connectivity qua 30 MW, under the provisions of

'Procedure for Grant of Connectivity to Projects Based on Renewable Energy Sources to Intra-State Transmission System' issued by the Commission on 07.01.2023 and both the permissions were duly granted to the Petitioner on 31.01.2024, respectively for carrying out construction and commissioning activities related to dedicated transmission lines, transformers, bus-bars, bays and other equipment at sub-station as the case may be.

6. Pursuant to the aforesaid grant of the Stage-II connectivity qua 30 MW, the Petitioner applied for the 6 MW connectivity, which also forms part of the captioned Petition as the evacuation infrastructure of both 30 MW and 6 MW are connected at 66 kV Gangiyavadar GETCO Sub-station. Such factual aspect is also in knowledge of GETCO through various kick-off meetings and standard drawing approvals.

(b) Para 6 of the Petition is amended as follows:

6. The aforementioned events, circumstances were unforeseeable and beyond the reasonable control of the Project Developer/ Petitioner. As such, by operation of law, these events and the prevailing circumstances fall within

the ambit of unforeseen reasons. The effect and existence of these events are not at all attributable to the Petitioner and they continue to obstruct the progress in construction activities as on the date of filing of this petition before the Commission.

Consequently, unwarranted and unintentional delay is caused while implementing the Project by the Petitioner. As on date, it is expected that the Project will be delayed beyond the SCOD. Therefore, the Petitioner vide the present petition is seeking extension of SCOD of charging of the said evacuation infrastructure till 30.09.2025 and consequently the commissioning of the Project capacity till 28.07.2026, without imposing any financial liability on the Petitioner by the Respondents, including but not limited to imposition of any transmission charges.

- (c) After Para 28 of the factual background, the following paragraphs are sought to be added:

29. The Petitioner on 31.01.2024 was granted with the Stage-I and Stage-II Connectivity qua evacuation of 30 MW (hybrid) at GETCO's 66 kV Gangiyavadar Sub-station. Therefore, the total capacity at the 66 kV Gangiyavadar sub-station of

GETCO is 36 MW.

30. GETCO on 12.02.2024 issued the provisional estimate supervision charges to the Petitioner qua the 30 MW capacity amounting to Rs. 11,70,565/-.

31. On 07.03.2024, the Petitioner made the payment of Rs.11,70,565/- to GETCO towards the provisional estimate supervision charges qua the 30 MW evacuation infrastructure.

32. The Petitioner on 07.03.2024 executed the Connection Agreement with GETCO connecting its 30 MW Hybrid Power Project Facility to GETCO's Transmission System at the interconnection point at 66 kV Gangiyavadar sub-station. As such, the total capacity of the Project stood at 36 MW at the said sub-station of GETCO.

(d) Para C of the grounds of the appeal is amended as follows:

C. The Petitioner being desirous of evacuating 36 MW hybrid power, was granted the Stage-I and Stage-II Connectivity under the provisions of '*Procedure for Grant of Connectivity to Projects Based on Renewable Energy Sources to Intra-*

State Transmission System' issued by the Commission, for carrying out construction and commissioning activities related to dedicated transmission lines, transformers, bus-bars, bays and other equipment at sub-station as the case may be.

The Petitioner executed a Connectivity Agreements dated 07.03.2024 and 04.05.2024 with GETCO for a total capacity of 36 MW. In fact, the Petitioner in order to comply with the timelines as laid down in the tariff framework order, has been undertaking the steps for developing the infrastructure for evacuation of hybrid power from its 36 MW project to 66 kV Gangiyavadar sub-station of GETCO.

(e) Para 29 of the Petition is sought to be amended as follows:

29. Since the Petitioner is not liable for causing delay in commissioning of its project i.e., the total capacity of 36 MW, instead the said delay is occasioned due to occurrence of aforementioned unforeseen events, therefore, the Commission ought to condone the delay and therefore, grant extension of SCOD of charging of the evacuation infrastructure till 30.09.2025 and consequently the

commissioning of the Project capacity till 28.07.2026, without imposing any financial liability on the Petitioner by the Respondents, including but not limited to imposition of any transmission charges.

(f) Prayers (c) and (d) of the Petition are sought to be amended as follows:

(c) To grant extension of the Scheduled Date of Commissioning (SCOD) of the infrastructure being developed by the Petitioner for evacuation of power from its 36 MW hybrid power plant to the Respondent's/ GETCO's 66 kV Gangiyavadar sub- station, in terms as stated in the present Petition;

(d) To grant and extend the SCOD of charging of the evacuation infrastructure till 30.09.2025 or till the date of actual commissioning of the Project, and consequently the commissioning of the Project capacity till 28.07.2026, in terms as stated in the present Petition.

7.6. There is no change in the scope of the Petition, if the present amendment is allowed.

7.7. It is a settled principle of law that while granting permission for amendment, the “merits” of the proposed amendment cannot at all be looked into. The only aspect which is to be looked by a Court of Law, is that whether the amendment would assist in deciding the real controversy between the parties. If the said test is passed, then the amendment is required to be allowed. The Petitioner relied upon the following judgments:

- a) *Rajesh Kumar Aggarwal v. K.K. Modi*, reported in (2006) 4 SCC 385, wherein, the Hon’ble Supreme Court:
- b) *Lakha Ram Sharma v. Balar Mktg. (P) Ltd.*, reported in (2008) 17 SCC 671, wherein, the Hon’ble Supreme Court
- c) *Mohinder Kumar Mehra v. Roop Rani Mehra*, reported in (2018) 2 SCC 132, wherein, the Hon’ble Supreme Court

7.8. Furthering ahead, the principle of amendment of pleadings is provided under Order 6 Rule 17 of the Civil Procedure Code, 1908.

7.9. The stipulation in Order 6 Rule 17 of the Civil Procedure Code, 1908, that amendment is to be normally allowed before commencement of “trial”, has to be seen from the context of commencement of final hearings/ arguments in an appellate proceeding after completion of pleadings. In the present case, there has been no substantial hearing that took place on the main

Petition and that the present application for amendment is made before any commencement of final arguments.

7.10. Therefore, the present amendment, in any event, falls outside the restriction which is imposed in the aforesaid proviso of Order 6 Rule 17 of CPC. The pleadings qua merits of the appeal are still pending to be completed by the parties. As such, no prejudice would be caused if the amendment as sought for, is allowed at this stage.

7.11. The Applicant/ Petitioner prayed to allow the present Application preferred under Rule 30 of the Gujarat Electricity Regulatory Commission (Conduct of Business) Regulations, 2004 read with Order VI Rule 17 of the Civil Procedure Code, 1908, and permit the Applicant to amend the present Petition.

8. The matter was kept for hearing on 27.05.2025, 26.06.2025, 16.07.2025, 31.07.2025 and 16.09.2025.

9. Ld. Adv. Mr. Mridul Chakravarty appearing on behalf of the Petitioner argued that the Petitioner has filed amendment in the present Petition and the same was allowed as per the last daily order of the Commission. The present amendment application pertains to certain documents which are not on record, but the same has been filed by the Respondent in their reply. The amendment application has been filed in terms of Order VI Rule 17 of the Civil Procedure Code, 1908.

- 9.1. He argued that the Petitioner is in the process of setting up of infrastructure for evacuation of 36 MW Wind Solar Hybrid Power plant wherein connectivity were granted at two different times consist of 30 MW and 6 MW power from its Hybrid Power project to GETCO 66 kV Gangiyavadar sub-station by the Respondent.
- 9.2. He submitted that the Petitioner was undertaking the completion of the project work, the said project was impacted due to occurrence of uncontrollable and unforeseeable events which were beyond the reasonable control of the Petitioner and continued to delay in completion of the construction work and achieving the SCOD of the Project viz (i) Addition of JSW through consortium Agreement for combined 45 MW project. (ii) Consequent to the addition of JSW, it required the Petitioner to take *de novo* permissions/ clearances for the revised capacity and changed configurations. (iii) Revised CT/PT ratio requires to install by the Petitioner from time to time which affected to decide, purchase and install the correct size of the CT as it is a technical requirement for evacuation equipment and metering and protection purpose. In absence of it, the allocation of work for transmission system etc. is not possible.
- 9.3. He argued that addition of JSW at 66 kV Gangiyavadar GETCO S/s and consequent agreement entered *inter-se* the Petitioner and JSW, is required under the Stage-II connectivity dated 31.03.2024 read with *Procedure for*

grant of Connectivity to projects based on Renewable sources to Intra-state Transmission system dated 07.01.2023, which obligate the Petitioner to allow another RE generator to utilize the infrastructure for optimum utilisation of the transmission asset. In compliance thereof, the Petitioner entered into the consortium agreement with JSW and consequently, was obligated to realign its project activities and *de novo* initiate the procedure for obtaining approvals for revised capacity and configuration.

- 9.4. He argued that initially the Petitioner was undertaking to develop a 36 MW (30 MW+6 MW) hybrid Power project wherein taking into account the project capacity of 36 MW, the CT ratio was decided as 400/1 Amp in the kick off meeting dated 13.06.2024. The Petitioner had also obtained the vendor approval for the project based on the kick off meeting dated 13.06.2024 and also submitted its standard drawings for approval based on the said approved CT ratio of 400/1 Amp. Another generator being JSW renewable energy Anjar limited was added to the project vide a consortium agreement executed with the Petitioner on sharing basis the bay allocated to the Petitioner after adding JSW energy. The total capacity of the project on sharing basis was then increased to 45 MW for which Petitioner once again required to obtain the requisite approvals from GETCO and other vendors for the revised capacity and changed configuration. On 20.12.2024 the GETCO confirmed the CT ratio of 45 MW came to be 450 /1 Amp which

is completely different from the one approved earlier that was 400/1 Amp. Thus, the Petitioner was hindered by an unforeseen and uncontrollable event by the addition of JSW as a generator, thereby leading to a revision of the CT ratio from 400/1 to 450/1. The aforesaid event lead to change the technical requirement for developing the transmission infrastructure which fall, under realm of 'unforeseen reasons' as provided under clause 3.10 of the Tariff Framework order.

9.5. With regard to the allegation of the GETCO that the Petitioner was aware about the addition of other RE generators in future, thereof it should have developed the project keeping in mind the subsequent addition of RE generators, Ld. Adv. for the Petitioner submitted that the possibility of other RE generators may be added or what quantum of capacity may be added, cannot be foreseen by the developer as alleged. The aforesaid events are beyond the control of the Petitioner and qualify as unforeseen reasons and qualify for extension in completion of transmission network and project commissioning.

9.6. With regard to the status of the project, he submitted that the Petitioner has submitted the revised current status of the project. He further submitted that the project is almost completed and just awaiting for changing. Further, Petitioner has invested a substantial money in its project, upward of Rs. 20 Crores.

10. Ld. Adv. Mr. Aneesh Bajaj appearing on behalf of the Respondent GETCO argued that the present Petition has been filed by the Petitioner in regard to the 6 MW Hybrid Power Project which was granted Stage-II connectivity on 31.03.2024. He objected to the submission in the amendment application in which issue in respect of the 30 MW Hybrid project of the Petitioner has been raised. He submitted that Petitioner cannot raise issue in respect of 30 MW in this Petition.
- 10.1. He argued that they have no objection if the petitioner wants to rely on the documents of the Respondent but the Petitioner cannot change the prayer at this stage. He further submitted that Petitioner cannot add anything new which is not on the record
- 10.2. He argued that the Petitioner was granted Stage-II connectivity at the same sub-station for 30 MW on 31.01.2024 for which the line is being constructed and would be shared by the 6 MW connectivity. The timeline of 30 MW expired on 31.07.2025, and 6 MW expired on 30.03.2025.
- 10.3. He argued that in regard to the connectivity for 30 MW, both the letter dated 31.01.2024 and the Provisional Estimate dated 12.02.2024 were clear on sharing with others in future and the same was also clarified in the Stage-II connectivity for 6 MW.
- 10.4. He argued that the lead generator must update the CTR (Current Transformer Ratio) based on sharing connectivity granted at the same sub-

station upto the full capacity. At 66 kV sub-station, the full capacity is 50 MW. The Petitioner only needs to update the CTR drawings from both end of the transmission line. There is no other change as already infrastructure is for full capacity of 50 MW.

- 10.5. He argued that CT ratio was 300/1 Amp based on 30 MW and thereafter 400/1 Amp for 36 MW. On 31.03.2025, an additional 9 MW + 6 MW was granted at 66 kV Gangiyavadar sub-station being total of 45 MW and accordingly CT ratio was updated 450/1 Amp, as recorded in the kick off meeting dated 10.10.2024. The Petitioner was aware of this as it had in the letter dated 07.10.2024 itself requested GETCO for CT PT ratio by considering 45 MW.
- 10.6. He argued that the Petitioner was aware that there can be subsequent RE developers and it was also stated that the Petitioner has to lay line and associated bay equipment for maximum capacity of bay and transmission system of bay 50 MW per circuit and for balance / future capacity, separate feasibility study will be carried out. The fact of sharing was also noted in the letter dated 18.04.2024. The Petitioner itself admits that the sharing is provided in the letters as well as detailed procedure.
- 10.7. He objected the allegation that post approval of standard drawings on 17.12.2023, CT ratio was again revised to 450/1. He submitted that the

agreement dated 21.09.2024 and the meeting dated 10.10.2024 CT ratio of 450/1 Amp was already decided.

10.8. He submitted that the Petitioner on 30.11.2024 submitted the drawings/document for ECS make 66 kV CT Ratio 450/1 Amp and 66 kV Dead end PT which were approved on 20.12.2024.

10.9. He further submitted that the Petitioner was well aware of the timelines of its Hybrid Power Project which was required to achieve SCOD *qua* the evacuation infrastructure within 12 months from the date of Stage-II connectivity

11. Heard the parties. The present Petition has been filed by the Petitioner for quashing the letter dated 18.02.2025 issued at the behest of Respondent-GETCO and seeking extension of time period for commissioning the entire evacuation line along with Bays and Metering System due to unforeseen reasons. The Petitioner has also requested to direct the Respondent not to revoke the connectivity and encash the Bank Guarantee till the commissioning of the evacuation line of the project.

12. We note that as per the Procedure for '*Grant of Connectivity to Projects based on Renewable Sources to Intra-State Transmission System*' 2023 and this the Commission's "*Tariff Framework for Procurement of Power by Distribution Licensees and Other Entities from Wind-Solar Hybrid Power Projects, Including Storage (if any), for the State of Gujarat*" 2024, the Petitioner is

under an obligation to commission the evacuation system within 12 months from the date of grant of Stage-II connectivity i.e. on or before 31.03.2025 and 31.07.2025.

12.1. We note that the Procedure for Grant of Connectivity 2023 provides timeline for evacuation and generation capacity both in two stages. Further it stipulates penalty for delay in both completion of the evacuation infrastructure and commissioning of the generation capacity. The relevant paras of the Procedure for Grant of Connectivity 2023 is being reproduced hereinafter:

“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"

- 12.2. We further note that as per the Order No.1 of 2024-Tariff Order for Hybrid Projects, the entire evacuation line along with bays and metering system needs to be completed within 12 months from the date of allotment of transmission capacity. The same is reproduced below:

"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.

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

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.

The aforesaid provision provides that the WSH RE generator of 1 to 100 MW shall require to construct transmission system within 12 months, failure to which, the said connectivity be cancelled. However, the RE

generator may approach the Commission for extension in above time limit in case of unforeseen events.

13. The facts which are undisputed between the parties are as under:

13.1. The petitioner had applied for Stage -I and Stage-II connectivity for its 6 MW Hybrid power project for which the respondent has granted Stage-I connectivity and Stage-II connectivity on 30.3.2024 and 31.3.2024 respectively. The Petitioner has also executed connectivity agreement dated 4.5.2024 with the respondent for aforesaid capacity.

13.2. As per Gujarat RE Policy and Commission's tariff orders, the transmission capacity needs to be completed by the petitioner for the aforesaid 6 MW capacity upto 31.3.2025.

13.3. The petitioner was granted Stage-I and Stage-II connectivity for 30 MW on 31.1.2024. The respondent had vide its letter dt.31.1.2024 and letter dated 12.2.2024 informed regarding creation of transmission infrastructure.

13.4. The Respondent has granted the connectivity on 66 kV Sangiavadar substation for 9 MW to JSW Renewable. The aforesaid connectivity of JSW was granted on 31.3.2024 and it was on sharing basis with the petitioner.

13.5. The petitioner and JSW have signed the agreement stating that the petitioner is lead generator. The said agreement is dated 7.10.2024.

- 13.6. The petitioner has applied for vendor approval vide its letter dated 19.4.2024 which was responded by the respondent on 26.4.2024 and 11.11.2024 and it was further responded on 21.11.2024.
- 13.7. The Respondent had issued a letter dated 18.4.2024 to the petitioner providing provisional supervision charges for erection of 66 kV transmission network to be used for evacuation of 6 MW Hybrid power from the petitioner plant on sharing basis.
- 13.8. The Respondent has estimated supervision charge of Rs.1837768/- which was paid by the petitioner on 4.5.2024.
- 13.9. A kick-off meeting was held by the respondent on 13.6.2024 for evacuation of 36 MW Hybrid power of the petitioner which include 30 MW + 6 MW connectivity earlier granted by the Respondent.
- 13.10. The CT ratio stated that wind substation and power substation stabiliser was calculated by the respondent as 400/1Amp.
- 13.11. The respondent had on 30.6.2024 issued a letter to the petitioner approving Opera Infrastructure LLP Jamnagar as the vendor for carrying out work qua erection of 66 kV feeder bay at 66 kV Gagiavadar substation for evacuation of 6 MW Hybrid power from the petitioner plant.
- 13.12. On 11.6.2024, a joint meeting was carried out by DE (Construction) of the respondent and representatives of the petitioner for site feasibility for

evacuation of 36 MW at 66 KV from the respondent substation and also recorded the minutes of the meeting for the same.

13.13. After grant of Stage-II connectivity to the petitioner the respondent has granted Stage-II connectivity of 9 MW to JSW Renewable with condition that the connectivity is on sharing basis with the petitioner infrastructure and the petitioner is lead generator in this regard. A consortium agreement was signed between the petitioner and JSW on 21.9.2024.

13.14. The petitioner had initiated the activities for evacuation of 45 MW capacity and for which it has informed to GETCO on 07.10.2024 alongwith consortium agreement and requested to provide the CT ratio at PSS and GSS considering the total capacity of the power evacuation at 46 MW (36 MW of the petitioner Plus 9 MW of the JSW) for resizing of feeder bay equipment.

13.15. The Respondent has kept kick off meeting on 10.10.2024 for the project for additional capacity of 9 MW added on transmission infrastructure of the petitioner due to inclusion of JSW 9 MW capacity for evacuation of power.

13.16. In the aforesaid kick off meeting dated 10.10.2024, it was decided with consideration of project capacity CT ratio at GSS and PSS to be 450/1 Amp.

13.17. After kick off meeting dated 10.10.2024, the petitioner had submitted standard drawing seeking approval of the respondent for the revised

capacity of Hybrid power evacuation which was approved by the respondent on 17.12.2024.

13.18. The respondent vide its letter dated 20.12.2024 issued approval of drawing for M/s.ECS Make 66 kV CT (ratio 450/1 Amp.) and 66 kV dead end PT for 45 MW hybrid power evacuation on bay sharing.

14. The disputed facts between the parties are as under:

14.1. The petitioner prayed for extension in SCOD of infrastructure being created by the petitioner for evacuation of power of 6 MW initially and increased from time to time and lead to change in the development of the material i.e. CT and transmission system drawing etc. affecting the commissioning of the transmission infrastructure.

14.2. Addition of JSW Renewable Project of 9 MW capacity power to be evacuated from the petitioner infrastructure affecting to increase in current transformer ratio and consequently requires fresh approval for revised capacity and drawings if beyond the control of the petitioner.

14.3. The occurrence of unforeseen reason or force majeure event qualify for extension of SCOD of evacuation of transmission infrastructure of the petitioner.

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

- 15.1. We note that it is undisputed between the parties that the Petitioner is in the process of setting up of infrastructure for evacuation of 6 MW + 30 MW power from its hybrid power project to 66 kV Gangiyavadar sub-station of Respondent/ GETCO, under captive use.
- 15.2. The Commission on 07.01.2023 approved the 'Procedure for Grant of Connectivity to Projects Based on Renewable Energy Sources to Intra-State Transmission System' for carrying out construction and commissioning activities related to dedicated transmission lines, transformers, bus-bars, bays and other equipment at sub-station as the case may be.
- 15.3. It is fact that the Petitioner applied before GETCO for grant of Stage-I and Stage-II Connectivity qua 30 MW, under the provisions of RE Connectivity Procedure and both the permissions were duly granted to the Petitioner on 31.01.2024.
- 15.4. The time period provided for achieving SCOD was 12 months from the date of grant of Stage-II connectivity as per the Gujarat Renewable Energy Policy 2023, Accordingly, the SCOD of the Project is 31.01.2025.
- 15.5. The Respondent, GETCO on 12.02.2024 issued the provisional estimate for supervision charges to the Petitioner qua the 30 MW capacity amounting to Rs.11,70,565/-. The Provisional estimate, the CT Ratio for the

aforementioned approved capacity of 30 MW was mentioned as 300/1

Amp. The relevant document is reproduced below:

“

Gujarat Energy Transmission Corporation Limited

Regd. Office: Sardar Patel Vidyut Bhavan,

Race Course, VADODARAv – 390 007.

(CIN: U40100GJ1999SGC036018)

Phone no. (0265) 2353086 (D)/ Fax No. (0265) 2337018/ 2338164 (GUVNL)

Web site: www.getcogujarat.com, Email: serc.getco@gebmail.com

ANNEXURE II :

Detailed rating and specification of CTs and EMPTs for M/S Opera Engitech Private Limited (same specification shall be applicable of Applicant and also).

1.0 Specifications:

Sr. No.	Particulars	66 kV CTs	66 kV EMPTs
I.	Ratio	75/1 Amp for each 66 kV Line	$66V / \sqrt{3}$ $110V / \sqrt{3}$
II.	Type	1- Phase, Oil cooled Outdoor, Dead Tank type	1-Phase, Oil cooled, Electromagnetic type
III	Class of Accuracy	0.25 for tariff metering core	0.2 for tariff metering
IV	Rated burden	05 VA for tariff metering core, Dead tank type	10 VA for tariff metering core
V	ISF	5 or less than 5 for tariff metering core	NA
VI	Insulation level	140/350 kV	140/350 KV
VII	Creepage distance	Minimum 1810 mm	Minimum 1810 mm
VIII	STC rating	31.5 KA for 3 second	N/A
IX	Applicable Standard	IS - 16227	IS- 16227

2.0 General terms and conditions:

1. The GETCO metering shall be located in the switchyard nearest to CTs and EMPTs in the Weatherproof MMB/ SMC Box with adequate sealing arrangement.

2. *In case of new connection, the metering CTs and EMPTs shall be separate and to be used exclusively for tariff metering purpose.*
3. *In case of existing Applicant requesting for additional or reduction in contract demand, if it is not feasible to sealable secondary connections coms and EMPTS for tariff metering must be provided.*
4. *All the CTs and EMPIs must be provided with Stainless Steel Bellows & No Nitrogen gas filling or Rubber Gasket will be acceptable in case of 66kV class of voltage. All CTs shall be Dead tank type design.*
5. *The copy of ALL the type test certificates in respect of sample CT and EMPT as specified under IS-16227, of similar class of accuracy, similar design, rating and technical specification conducted on proto type sample by the supplier at any Govt or Govt approved test house (not later than FIVE years before the time of submission of certificates), shall have to be submitted for necessary approval at GETCO, Corp. Office before procurement/placement of procurement orders. Failing to submit the above Type test certificates, any consequences arises after placement of order/procurement without the approval; the same shall have to be borne by the Applicant.*
6. *All the CTs procured and to be installed/used for tariff metering purpose shall have to be got tested at ERDA -Vadodara/NABL accredited laboratory for all Routine tests as specified under IS-16227, including the Test of 'ISF'. The copy of OGA drawing, Name Plate drawing and the secondary terminals drawings of the above CTs shall have to be submitted to GETCO Corporate Office for final approval. The original copy with one zerox copy of ERDA Routine test certificates along with the ERDA test certificate for ISF test shall have to be submitted for final approval before actual commissioning of the CTs at connection site.*
7. *The Applicant shall have to arrange Routine testing of all EMPTS as specified under IS-16227, at their respective supplier's works provided the supplier has NABL accredited lab facility to ensure all the tests. Otherwise, the 66KV EMPTs shall have to be tested at ERDA or equivalent NABL Laboratory. The Acceptance tests will be witnessed by GETCO officer at supplier's works. The accuracy test on PT shall not be conducted with simultaneous burden of all cores, instead the tariff metering core shall be tested separately for 10VA and 2.5VA burden. I.e. as per IS-16227. The original copy with one zerox copy of supplier's Acceptance test certificates (witnessed and signed by GETCO officer) shall have to be submitted for final approval before actual commissioning of the same. The Applicant shall also have to submit copy of OGA drawing, Name plate drawing and secondary terminal/box drawing for necessary approval along with the Acceptance tests certificates.*
8. *Therefore, they shall have to intimate concern circle office seven days in advance for deputation of concerned Engineer for witnessing the Acceptance tests at their supplier works.*

.....”

As per aforesaid letter, the petitioner was required to install the CT having capacity of 300/1 Amp. only. Further, we note that the CT ratio being one of the important item while deciding the protection system, metering system, and permissible load (power) evacuation from the transmission infrastructure. Moreover, the drawings approved by the respondent GETCO, who is State Transmission Utility and carry out transmission planning also considered the same as one of the important element as a part of its power systems. Thus, the directives of the respondent GETCO was installation of CT having CT ratio of 300/1 Amp. On evacuation of power carried out by the petitioner in its correspondence with the petitioner is important factor for deciding the aforesaid items/ parameters selected by the petitioner as a part of transmission infrastructure for evacuation of the project.

15.6. We also note that the Petitioner, on 07.03.2024, made the payment of Rs. 11,70,565/- to GETCO towards the provisional estimate supervision charges qua the 30 MW evacuation infrastructure.

15.7. It is undisputed between the parties that the Petitioner on 07.03.2024 executed the Connection Agreement with GETCO connecting its 30 MW Hybrid Power Project Facility to GETCO's Transmission System at the interconnection point at 66 kV Gangiyavadar sub-station.

15.8. After obtaining the connectivity of 30 MW by the petitioner, it has shown willingness to evacuating 6 MW hybrid power, applied before the Respondent/ GETCO and applied for grant of Stage-I and Stage-II Connectivity to the respondent GETCO. The respondent GETCO had granted the same on 30.03.2024 and on 31.03.2024 . After grant of aforesaid connectivity, the total capacity of the Project stood at 36 MW at the said sub-station of GETCO.

15.9. With consideration of the time period provided for achieving SCoD was 12 months from the date of grant of Stage-II connectivity as per the RE Policy, 2023. Accordingly, the SCOD of the petitioner transmission infrastructure of the Project is 31.03.2025.

15.10. We note that on 18.04.2024, the respondent GETCO issued the provisional estimate supervision charges to the Petitioner qua the 6 MW capacity amounting to Rs. 1,83,768/-. Importantly, under the Provisional estimate, the CT Ratio for the aforementioned approved capacity of 6 MW was mentioned as 75/1 Amp. The said letter is reproduced below:

“.....

*Gujarat Energy Transmission Corporation Limited
Regd. Office: Sardar Patel Vidyut Bhavan,
Race Course, VADODARA - 390 007.
(CIN: U40100GJ1999SGC036018)*

*Phone no. (0265) 2353086 (D)/ Fax No. (0265) 2337018/ 2338164 (GUVNL)
Web site: www.getcogujarat.com, Email: serc.getco@gebmail.com*

ANNEXURE II :

Detailed rating and specification of CTs and EMPTs for M/S Opera Engitech Private Limited end.

1.0 Specification:

Sr. No.	Particulars	66 kV CTs	66 kV EMPTs
I.	Ratio	75/1 Amp for each 66 kV Line	$66V/\sqrt{3}$ $110V/\sqrt{3}$
II.	Type	1- Phase, Oil cooled Outdoor, Dead Tank type	1-Phase, Oil cooled, Electromagnetic type
III	Class of Accuracy	0.25 for tariff metering core	0.2 for tariff metering
IV	Rated burden	05 VA for tariff metering core, Dead tank type	10 VA for tariff metering core
V	ISF	5 or less than 5 for tariff metering core	NA
VI	Insulation level	140/350 kV	140/350 KV
VII	Creepage distance	Minimum 1810 mm	Minimum 1810 mm
VIII	STC rating	31.5 KA for 3 second	N/A
IX	Applicable Standard	IS - 16227	IS- 16227

2.0 General terms and conditions:

1. The GETCO metering shall be located in the switchyard nearest to CTs and EMPTs in the Weatherproof MMB/ SMC Box with adequate sealing arrangement.
2. In case of new connection, the metering CTs and EMPTs shall be separate and to be used exclusively for tariff metering purpose.
3. In case of existing Applicant requesting for additional or reduction in contract demand, if it is not feasible to sealable secondary connections coms and EMPTS for tariff metering must be provided.
4. All the CTs and EMPTs must be provided with Stainless Steel Bellows & No Nitrogen gas filling or Rubber Gasket will be acceptable in case of 66kV class of voltage. All CTs shall be Dead tank type design.
5. The copy of ALL the type test certificates in respect of sample CT and EMPT as specified under 15-16227, of similar class of accuracy, similar design, rating and technical specification conducted on proto type sample by the supplier at any Govt or Govt approved test house (not later than FIVE years before the time of submission of

certificates), shall have to be submitted for necessary approval at GETCO, Corp. Office before procurement/placement of procurement orders. Failing to submit the above Type test certificates, any consequences arises after placement of order/procurement without the approval; the same shall have to be borne by the Applicant.

- 6. All the CTs procured and to be installed/used for tariff metering purpose shall have to be got tested at ERDA -Vadodara/NABI accredited laboratory for all Routine tests as specified under IS-16227, including the Test of 'ISF'. The copy of OGA drawing, Name Plate drawing and the secondary terminals drawings of the above CTs shall have to be submitted to GETCO Corporate Office for final approval. The original copy with one zerox copy of ERDA Routine test certificates along with the ERDA test certificate for ISF test shall have to be submitted for final approval before actual commissioning of the CTs at connection site.*
- 7. The Applicant shall have to arrange Routine testing of all EMPTS as specified under IS-16227, at their respective supplier's works provided the supplier has NABL accredited lab facility to ensure all the tests. Otherwise, the 66KV EMPTS shall have to be tested at ERDA or equivalent NABL Laboratory. The Acceptance tests will be witnessed by GETCO officer at supplier's works. The accuracy test on PT shall not be conducted with simultaneous burden of all cores, instead the tariff metering core shall be tested separately for 10VA and 2.5VA burden. I.e. as per IS-16227. The original copy with one zerox copy of supplier's Acceptance test certificates (witnessed and signed by GETCO officer) shall have to be submitted for final approval before actual commissioning of the same. The Applicant shall also have to submit copy of OGA drawing, Name plate drawing and secondary terminal/box drawing for necessary approval along with the Acceptance tests certificates.*
- 8. Therefore, they shall have to intimate concern circle office seven days in advance for deputation of concerned Engineer for witnessing the Acceptance tests at their supplier works.*

..."

As recorded in earlier part of the order, the CT ratio is important for deciding the protection system, metering system, transmission evacuation system, etc. any change in the CT ratio of the CT needs to provide. The infrastructure of transmission system be also affected and needs design accordingly.

15.11. The petitioner and the Respondent have executed Connectivity Agreement on 04.05.2024.

15.12. On 13.06.2024, a Kick-off Meeting was conducted between the Petitioner and the respondent GETCO, whereby the earlier CT Ratio was changed and decided as 400/1 Amp (considering the total capacity of 36 MW). It is apposite to mention here that the determination of the CT Ratio took place only after a considerable period of more than 2 months. The relevant MoM of the said meeting is reproduced below:

“

ANNEXURE P-8
Minutes of Kick of Meeting
R & C/Engg/Projects Department GETCO Vadodara. Date:13th June- 2024

1	<i>Name of Project</i>	<i>M/S OPERA ENGITECH PRIIVATE LIMITED</i>
2	<i>Capacity of the Project</i>	<i>30+6=36 MW Hybrid</i>
3	<i>Name of Substation (GETCO)</i>	<i>66KV Gangiyavadar SS</i>
4	<i>Line in Km</i>	<i>NA</i>
5	<i>Contact person of Company</i>	
6	<i>Mobile Number</i>	
7	<i>E-mail address</i>	<i>samat@operaenergy.in</i>
8	<i>Contractor approval for Bays(GETCO)</i>	
9	<i>Contractor approval of Line</i>	
10	<i>CT for metering at Consumer end</i>	
11	<i>PT for metering at Consumer end</i>	
	<i>Equipment at GETCO end</i>	
12	<i>LA at consumer end & GETCO end</i>	
13	<i>Isolator with E/B & without EB</i>	
14	<i>SF6 Breaker</i>	
15	<i>Control and Relay Panel</i>	

16	<i>Terminal Connectors</i>
17	<i>CT at GETCO S/S</i>
18	<i>P.I</i>
19	<i>Clamps/ Connectors</i>
20	<i>Cable / Conductor</i>
21	<i>Hardware</i>

- *After submission of Soil report of concerned S/s the foundation drawing will be given.*
- *All the equipments will be from Regular suppliers to GETCO.*
- *The standard drawing of the materials as mentioned above shall be handed over as per the list submitted during Kick of Meeting to the authorised person.*
- *On the basis of the standard drawing given the order for manufacturing can be placed to the companies. No any other approval is required.*
- *Applicant/Developer will comply all technical requirements during detailed engineering while approval process.*
- *However before raising the inspection call for the equipments to GETCO the Company shall have to provide the copies of Standard drawings and Variable Drawings in one spiral bound copy to this office with the following details on each copy of the drawing.*
 1. *Name of your Company.*
 2. *Detail for the quantity ordered.*
 3. *Estimate Ref and number of GETCO (R&C) department against which the item is procured.*
- *The one copy shall be given to the Engineering Department.*
- *The original drawing shall be made available by the Manufacturer to the inspector as & when required during the inspection.*
- *M/S OPERA ENGITECH PRIVATE LIMITED has confirmed that all the complete procedure is understood by them.*
- *The Time line for completion of work shall be as per Hon'ble GERC order.*

- The company has given the details of One contact person for communication in this regard.
- The work will be executed under Option-III, where all work will be done by M/S OPERA ENGITECH PRIVATE LIMITED GETCO. through registered contractor/Vendor of
- Capacity: 30+6=36 MW Hybrid, Substation: 66kV Gangiyavadar SS.
- Considering the total capacity 30+6=36MW, CT ratio at GSS and PSS would be 400/1 Amp.

Name of Company	GETCO
M/S OPERA ENGITECH PRIVATE LIMITED	
Name : Mr. Dipenkumar Joshi- OPERA ENGITECH M NO:8320354771 Email ID:dipenjoshi@operaenergy.in Sign	SE (STU)
Name: Mr. Naineshkumar Patel- OPERA ENGITECH M NO:9574177654 Email ID:nep@windplus.in Sign:	EE (STU)
Name: Mr. Pawan Porwal- Contractor M NO: 8758630555 Email ID:Pawan.porwal@operaenergy.in Sign:	EE (R&C)
	JE (R&C)

.....”

The change in CT ratio decided in the aforesaid minutes of meeting is 400/1 Amp. instead of earlier decided CT ratio of 300/1 Amp. which affect the

change in design of protection system, metering system, and loading of transmission system etc.

15.13. We note that on 11.07.2024, another Meeting was convened between Respondent GETCO and the Petitioner, whereby the minutes categorically record that “no work will be allowed in 66 kV Gangiyavadar sub-station prior to approval of layout and statutory permission etc.” The MoM of the above meeting is reproduced below:

“

ANNEXTURE P_10
Minutes of Meeting

Date: 11.07.2024

Attendance

1) *GETCO official*
J. M. Viramgama
Deputy Engineer

2) *M/S OPERA Engitech*
Dipen Joshi
CEO- M/S opera

Sub: - 1) provisional estimate of supervision evacuation of 30MW. charge for work of Hybrid power at 66kv Gangiyaradan 5/5 from power station of mis opera Engitech pvt Ltd for third party sale under option-

(2) provisional estimate of supervision change for work of evaluation of G.00 MW Hybrid power at Geteo 66kr Gangiyaradan s/s through sheening mechanism with stage-II grantee by m/s opera Engitech private Limited for captive use under option-3

Geteo Ref letter No

- 1) Geteo/R&C/RE/247 dated 12.02.2024*
- 2) Geteo R&C/RE/759 dated 18.04.2024*

Today site visit done at GGKU Gungiyavadar s/s Getco Ta: wankaner and pss location visit also done.

- *feeder buy of 66KV Gangiyavadar is to be used opposite 66kv PT-2 bay & nearby 66K vagheesiya line feeder bay.*
- *No any activity. is started at both end.*
- *M/S opera Engitech has paid provisional estimate at construction division office Getco Rajkot dated 07-03-2024 & 0.405.2024.
As per site visit, actual estimate at Getco Gangiyavadar s/s end will not increase.*
- *If any excess, payment happen, same will be calculated in Job bill and M/S opera will bound to pay the Same.*
- *M/S opera has demand for 66 kv Gangiyavadar s/s layout. same will be given by mail.*

No work will be allowed in 66 kv Gangiyavadar s/s prior to approval of Layout & statutory permission etc.

.....”

15.14. The petitioner stated that while undertaking the development of its evacuation infrastructure was hindered with the following unforeseen events, amongst other ancillary events which were completely beyond its reasonable control, hampered the development of the Project resulting delay in achieving SCOD:

- (i) Addition of JSW Renewable Energy Anjar Limited (“JSW”) through Consortium Agreement dated 21.09.2024 leading to increase in capacity (36 MW+9 MW) upto 45 MW. Both Opera Engitech Private Limited (30 MW + 6 MW) and JSW (9 MW) connected at 66 kV Gangiyavadar GETCO Sub Station thereby leading to an increase in the Current Transformer Ratio (“CT Ratio”) from 400/1 to 450/1; and

(ii) Consequent upon the inclusion of JSW, the Petitioner was required to obtain fresh permissions and clearances for the revised project capacity of 45 MW. This resulted in a delay in the approval of the standard drawings, owing to the change in project capacity as well as the modification in the CT ratio. Accordingly, due to the said addition, the Petitioner once again sought approval for the standard drawings that had already been approved prior to the inclusion of JSW.

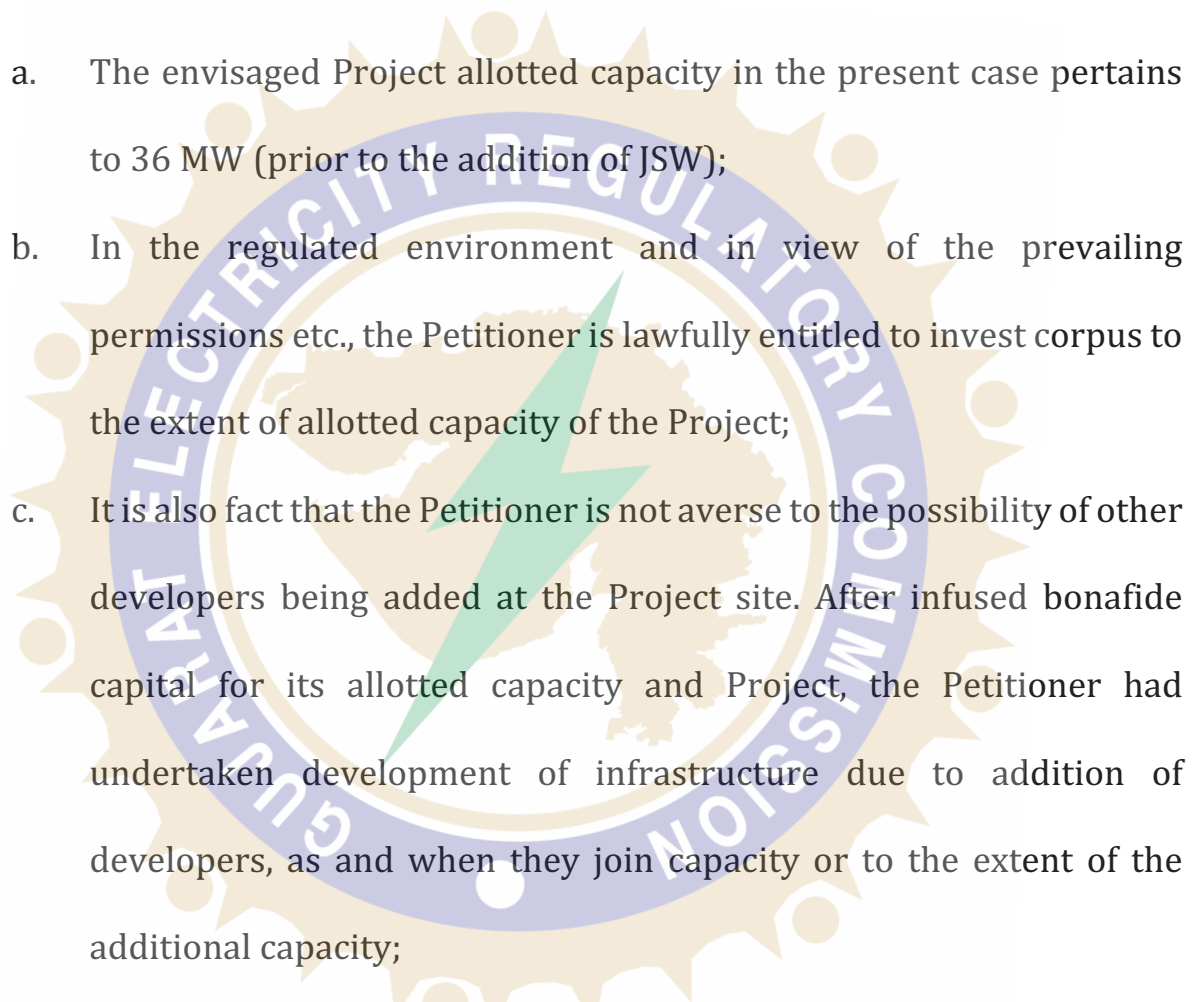
15.15. The Petitioner approached the Commission inter-alia seeking extension of SCOD of charging of the evacuation infrastructure till 30.09.2025 or till the date of actual commissioning of the Project, and consequently the commissioning of the Project capacity till 28.07.2026, without any negative implication or impact in terms of RE Connectivity Procedure, RE Policy, 2023 read with the Tariff Framework Order dated 22.02.2024.

15.16. The respondent, GETCO alleged that the Petitioner was aware about the addition of other RE generators in future at its infrastructure and therefore the same should not have hindered timely development of the Project.

15.17. The aforesaid allegation of the respondent GETCO is completely baseless as the same is based on surmises and conjectures as no RE Developer (including the Petitioner) can foresee the future that any RE Generator may be added or a quantum of capacity will be added. We note that it needs to be considered that when the Project was being developed,

necessary approvals were obtained from the respondent GETCO as per the Project capacity by the petitioner which is also evident from the Minutes of Meeting dated 11.07.2024.

15.18. We are also of the view that the following aspects are necessary to consider:

- 
- a. The envisaged Project allotted capacity in the present case pertains to 36 MW (prior to the addition of JSW);
 - b. In the regulated environment and in view of the prevailing permissions etc., the Petitioner is lawfully entitled to invest corpus to the extent of allotted capacity of the Project;
 - c. It is also fact that the Petitioner is not averse to the possibility of other developers being added at the Project site. After infused bonafide capital for its allotted capacity and Project, the Petitioner had undertaken development of infrastructure due to addition of developers, as and when they join capacity or to the extent of the additional capacity;
 - d. We are of the view that it would be improbable and unjustified to expect the Petitioner to infuse capital for the entire evacuation infrastructure. In fact, irrespective of evacuation infrastructure, addition of other developers would never lie at the behest of the Petitioner; and

- e. Now, it is also fact that when there was an addition of a Project developer (being JSW in the present case) the Petitioner was absolutely justified and bound by the extant procedures to seek fresh approval of permissions, drawings, etc., which otherwise was not required.

15.19. We note that the inclusion of JSW at the 66 kV Gangiyavadar GETCO Sub-Station, pursuant to the Consortium Agreement dated 21.09.2024 executed inter se between the Petitioner and JSW, is a necessary and direct consequence of the obligations imposed under the Stage-II Connectivity granted on 31.03.2024, read with RE Connectivity Procedure.

15.20. The provisions of Grant of Connectivity of RE projects notified by GETCO mandatorily impose condition on the Petitioner to permit co-utilisation of transmission infrastructure by another Renewable Energy (RE) Generator, thereby ensuring optimal utilisation of the transmission asset. In faithful compliance with the aforesaid regulatory framework, the Petitioner entered into the said Consortium Agreement with JSW and, accordingly, was compelled to realign its project development activities and initiate afresh the requisite procedures for obtaining approvals pertaining to the revised capacity and configuration of the project.

15.21. It is undisputed between the parties that at the conceptualization stage of the Petitioner's Project, the Petitioner had undertaken to develop a 36 MW

Hybrid Power Project (including the 6 MW Project). A kick-off meeting was convened on 13.06.2024 wherein, based on the envisaged project capacity of 36 MW, the Current Transformer (CT) Ratio was duly finalised as 400/1. Pursuant thereto, and in line with the discussions held during the said meeting, the Petitioner had proceeded to secure approval for the Standard Drawings, which formed the basis for the execution of the associated works.

15.22. We note that pursuant to the approval of the CT Ratio of 400/1, an additional generator, namely JSW was granted connectivity by GETCO at the same substation and therefore needed to be added into the subject Project of the Petitioner by way of a Consortium Agreement executed with the Petitioner and per the extant regulations. Consequently, the aggregate capacity of the Project stood revised to 45 MW. Due to this enhancement in capacity and the resultant change in project configuration, the Petitioner was required to once again initiate the process of obtaining requisite approvals from the Respondent GETCO and other relevant vendors, in accordance with applicable technical and regulatory requirements.

15.23. We note that the estimate issued by GETCO to the Petitioner with respect to its 30MW capacity, the CT Ratio specified therein is 300/1 Amp. which seems from the following letter:

“ ANNEXURE II :

Detailed rating and specification of CTs and EMPTs for M/S Opera Engitech Private Limited end.

1.0 Specification:

<i>Sr. No.</i>	<i>Particulars</i>	<i>66 kV CTs</i>	<i>66 kV EMPTs</i>
<i>I.</i>	<i>Ratio</i>	<i>300/1 Amp for each 66 kV Line</i>	<i>$66V / \sqrt{3}$ $110V / \sqrt{3}$</i>
<i>II.</i>	<i>Type</i>	<i>1- Phase, Oil cooled Outdoor, Dead Tank type</i>	<i>1-Phase, Oil cooled, Electromagnetic type</i>
<i>III</i>	<i>Class of Accuracy</i>	<i>0.2s for tariff metering core</i>	<i>0.2 for tariff metering</i>
<i>IV</i>	<i>Rated burden</i>	<i>05 VA for tariff metering core, Dead tank type</i>	<i>10 VA for tariff metering core</i>
<i>V</i>	<i>ISF</i>	<i>5 or less than 5 for tariff metering core</i>	<i>NA</i>
<i>VI</i>	<i>Insulation level</i>	<i>140/350 kV</i>	<i>140/350 KV</i>
<i>VII</i>	<i>Creepage distance</i>	<i>Minimum 1810 mm</i>	<i>Minimum 1810 mm</i>
<i>VIII</i>	<i>STC rating</i>	<i>31.5 KA for 3 second</i>	<i>N/A</i>
<i>IX</i>	<i>Applicable Standard</i>	<i>IS - 16227</i>	<i>IS- 16227</i>

2.0 General terms and conditions:

- 1. The GETCO metering shall be located in the switchyard nearest to CTs and EMPTs in the Weatherproof MMB/ SMC Box with adequate sealing arrangement.*
- 2. In case of new connection, the metering CTs and EMPTs shall be separate and to be used exclusively for tariff metering purpose.*
- 3. In case of existing Applicant requesting for additional or reduction in contract demand, if it is not feasible to sealable secondary connections coms and EMPTS for tariff metering must be provided.*
- 4. All the CTs and EMPTs must be provided with Stainless Steel Bellows & No Nitrogen gas filling or Rubber Gasket will be acceptable in case of 66kV class of voltage. All CTs shall be Dead tank type design.*

5. *The copy of ALL the type test certificates in respect of sample CT and EMPT as specified under 15-16227, of similar class of accuracy, similar design, rating and technical specification conducted on proto type sample by the supplier at any Govt or Govt approved test house (not later than FIVE years before the time of submission of certificates), shall have to be submitted for necessary approval at GETCO, Corp. Office before procurement/placement of procurement orders. Failing to submit the above Type test certificates, any consequences arises after placement of order/procurement without the approval; the same shall have to be borne by the Applicant.*
6. *All the CTs procured and to be installed/used for tariff metering purpose shall have to be got tested at ERDA -Vadodara/NABL accredited laboratory for all Routine tests as specified under IS-16227, including the Test of 'ISF'. The copy of OGA drawing, Name Plate drawing and the secondary terminals drawings of the above CTs shall have to be submitted to GETCO Corporate Office for final approval. The original copy with one zerox copy of ERDA Routine test certificates along with the ERDA test certificate for ISF test shall have to be submitted for final approval before actual commissioning of the CTs at connection site.*
7. *The Applicant shall have to arrange Routine testing of all EMPTS as specified under IS-16227, at their respective supplier's works provided the supplier has NABL accredited lab facility to ensure all the tests. Otherwise, the 66KV EMPTs shall have to be tested at ERDA or equivalent NABL Laboratory. The Acceptance tests will be witnessed by GETCO officer at supplier's works. The accuracy test on PT shall not be conducted with simultaneous burden of all cores, instead the tariff metering core shall be tested separately for 10VA and 2.5VA burden. I.e. as per IS-16227. The original copy with one zerox copy of supplier's Acceptance test certificates (witnessed and signed by GETCO officer) shall have to be submitted for final approval before actual commissioning of the same. The Applicant shall also have to submit copy of OGA drawing, Name plate drawing and secondary terminal/box drawing for necessary approval along with the Acceptance tests certificates.*
8. *Therefore, they shall have to intimate concern circle office seven days in advance for deputation of concerned Engineer for witnessing the Acceptance tests at their supplier works.*

.....”

15.24. We note that if the Petitioner developed the connectivity infrastructure with respect to the full capacity of the project, the CT Ratio specified by GETCO initially should have been with regard to maximum capacity only, which is not the case.

15.25. It is apparent in the Kick-off Meeting held on 13.06.2024, during which the CT Ratio was finalised as 400/1 for the 36 MW. Based on the

aforementioned approved CT Ratio, the Petitioner submitted its Standard Drawings for approval. These Standard Drawings, incorporating the CT Ratio of 400/1, were duly approved by the Respondent GETCO, thereby evidencing regulatory acceptance of the proposed technical configuration.

15.26. After submission and approval of the Standard Drawings by the Respondent GETCO, JSW was granted connectivity by GETCO at the same substation and therefore needed to be incorporated as an additional generator to be connected to the 66 kV sub-station, contributing an incremental load of 9 MW. The subsequent inclusion of JSW by GETCO, the approvals previously granted to the Petitioner in relation to the Standard Drawings and the CT Ratio, based on the original project capacity and configuration, became redundant and necessitated revision.

15.27. The earlier approvals, including the outcome of the Kick-Off Meeting, had mandated a CT Ratio of 400/1, the revised project configuration post-inclusion of JSW required an updated CT Ratio of 450/1. The above change in technical specification mandated the Petitioner to initiate afresh the procedural steps for obtaining revised approvals from the Respondent GETCO and other relevant authorities.

15.28. The aforesaid procedural requirement for fresh approvals post JSW inclusion is not discretionary but a mandatory regulatory obligation as the Petitioner is required to take statutory approvals from the Respondent

GETCO. The Petitioner's adherence to this process evidences its bona fide compliance and commitment to abide by extant regulatory frameworks.

15.29. The Petitioner's communication with the Respondent GETCO, including submission of the Consortium Agreement as per Format 6 of the RE Connectivity Procedure 2023 and specific request for providing revised CT and PT ratio at PSS and GSS side feeder Bay for the Project capacity considering 45 MW Power evacuation at 66 kV Gangiyavadar GETCO sub-station vide letter dated 07.10.2024 further underscores its diligence and good faith in navigating these unforeseeable procedural obligations. It seems from the following correspondence.

"

ANNEXURE P-13

OPERA ENGITECH PRIVATE LIMITED

CIN: U45400GJ2019PTC109346

*Reg. Office OPERA ENGITECH PRIVATE LIMITED
SHREEJI PLAZA, 201, Main RD, Valkeshwari,
Park colony, Jamnagar, Gujarat-361008*

Ref. No:- OPR/ENG/36-HYB-C/GAN/GETCO/R&C/2024-25/024 Date:07.10.2024

*To,
The Chief Engineer (GETCO, R&C)
Gujarat Energy Transmission Corporation Limited
5th Floor, Sardar Patel Vidyut Bhavan, Race Course
Vadodara- 390007.*

Sub: Submission of Consortium Agreement of Lead Generator as per FORMAT - 6 of "GERC intra state transmission system RE connectivity procedure dt 07.01.2023" for combined 45 MW project and Request for provide CT and PT ratio at PSS and GSS side feeder Bay

for the Project capacity considering 45 MW Power evacuation at 66 KV Ganglyavadar GETCO SS.

Ref:

- 1. Consortium Agreement of Lead Generator as per FORMAT-6 of OPERA ENGITECH PVT LTD (30MW+6MW) and JSW Renewable Energy Anjar Limited (9 MW) Dt.21/09/2024*
- 2. OPERA ENGITECH Stage 02 letter (30MW)-GETCO/R&C/STAGE2000127 dt 31/01/2024*
- 3. OPERA ENGITECH Stage 02 letter (06MW)- GETCO/R&C/STAGE2000147 dt 31/03/2024*
- 4. OPERA ENGITECH Estimate (30MW) -GETCO/R&C/RE/247 dt12/02/2024*
- 5. OPERA ENGITECH Estimate (06MW) - GETCO/R&C/RE/759 dt.18/04/2024*
- 6. JSW Renewable Energy Anjar Limited stage 02 letter GETCO/R&C/STAGE2000130 dt 31.03.2024*
- 7. OPERA ENGITECH LETTER: OPR/ENG/30-HYB-C/GAN/GETCO/R&C/2024-25/0020, dr 01/08/2024*
- 8. OPERA ENGITECH KOM dt.13.06.2024 for 36MW Project*

Dear Sir/madam,

With reference to the above subject and vide reference letter (1), we OPERA ENGITECH PVT LTD executed Consortium Agreement of Lead Generator as per FORMAT-6 as per "GERC Intra state transmission system RE connectivity procedure dt 07.01.2023" for combined 45 MW project, OPERA ENGITECH PVT LTD (30 MW + 6 MW) and JSW Renewable Energy Anjar Limited (9 MW) connected at 66KV Gangiyavadar GETCO SS on dt 21.09.2024. We hereby submit the northernized copy of the same Consortium Agreement of Lead Generator as per FORMAT-6 for your kind information and record purpose.

OPERA ENGITECH PRIVATE LIMITED

CIN: U45400GJ2019PTC109346

**Reg. Office OPERA ENGITECH PRIVATE LIMITED
SHREEJI PLAZA, 201, Main RD, Valkeshwari,
Park colony, Jamnagar, Gujarat-361008**

With continuation to the subject, vide reference letter (7), we have requested GETCO for the PSS side and GSS side CT PT Ratio by considering the total Project feeder capacity by 45 MW (36 MW + 9 MW) for resizing the Feeder bay equipment (GETCO approved the CT ratio for GSS and PSS is 400/1 amps. For 36MW earlier).

By considering our project progress as we executed Kick off meeting MOM held on dt 13/06/2024 and Consortium Agreement of Lead Generator as per FORMAT 6 on dt 21/09/2024, we hereby again request you to GETCO kindly provide the PSS side and GSS side CT PT Ratio by considering the total Project feeder capacity by 45 MW for resizing the Feeder bay equipment.

We require your support and coordination in our Projects.

*Thanks, and regards,
M/S. OPERA ENGITECH PVT LTD*

.....”

15.30. We note that as per the revised capacity of the Project being 45 MW, once again Kick off Meeting was conducted by the Respondent GETCO officials on 10.10.2024 and the Respondent GETCO issued a letter dated 17.12.2024 in compliance of the request of the Petitioner, thereby directing the Petitioner to submit afresh Standard Drawings as per the revised capacity of the Project. The said correspondence is reproduced below:

“

ANNEXURE P-15

Gujarat Energy Transmission Corporation Limited

Regd. Office: Sardar Patel Vidyut Bhavan,

Race Course, VADODARA – 390 007.

(CIN: U40100GJ1999SGC036018)

Phone no. (0265) 2353086 (D)/ Fax No. (0265) 2337018/ 2338164 (GUVNL)

Web site: www.getcogujarat.com, Email: serc.getco@gebmail.com

CE (R&C)/ EE-C/2201

Date: 17.12.2024

To,

M/S OPERA Engitech Private Limited,
Shreeji Plaza, Valjeshwari Mian street,
Jamnagar, Gujarat- 361008

Sub: Standard drawing approval for the 45 MW Hybrid power evacuation at Gangiyavadar 66 KV for M/s Opera Engitech Private Limited (OEPL) (Lead Generator Entity) under Bay Sheering and option-3.

Ref:

1. GETCO Estimate (OEPL 30 MW): GETCO/R&C/RE/247 on dated 12/02/2024
2. Payment Receipt on dated 07/03/2024
3. GETCO Estimate (OEPL 06 MW): GETCO/R&C/RE/759 on dated 18/04/2024
4. Payment Receipt on dated 04/05/2024
5. GETCO Estimate (JSW REAL 09 MW): GETCO/R&C/RE/740 on dated 16/04/2024
6. Vendor Approval No: (a, b & c Attached)
 - a) CE(P)/ACE(P)/SE(P)/EE(SS)/T-5/VA/Opera-Engitech/7088, Date:01/07/2024
 - b) CE(P)/ACE(P)/SE(P)/EE(SS)/T-5/VA/ Opera Engitech 6 Date: 01/07/2024
 - c) CE(P)/SE(P)/EE(SS)/T-5/VA/Opera Engitech/03/8832
Date: 21/11.2024.
7. Opera Infra letter - OEPL/GETCO/OEPL/24-25/04 Date: 30/11/2024 and E-mail dated 09.12.2024

Dear Sir,

In continuation to your request letter Dtd.30.11.2024 for drawings, the variable drawings standardized by GETCO for following equipment are as under:

Sr No	Name of Equipment	Reference no.	Make
1	66 KV equipment Clamp & Connector suitable for ACSR Panther Conductor	CE(Engg)/III/KCL/LILO sartanpar/424. Dt.31.03.2014	M/S KTHL

Further, please submit drawings of equipment other than above and requested by you vide letter under reference no. (8) to this Office through mail only with following documents.

- 1) Scan copy of your request letter*
- 2) Scan copy of GETCO Estimate*
- 3) Scan copy of letter of Vendor approval issued by CE(Project)*
- 4) In case of extension approval, project specific name plate drawing of respective equipment.*

Once the Order of the above equipment is placed to the manufacturer the drawing listed in Table -I (duly approved by GETCO in attached letter) must be collected from the Manufacturer.

As soon as the above material is ready at the manufacturer premise, the inspection call can be raised to Engineering department before fifteen days. Before raising the Inspection call, all the drawing listed in attached letter shall be submitted to GETCO (R&C) department in one spiral bound copy with the following details on each page of drawing copy.

- 1. Name of your Company*
- 2. Project site.*
- 3. Detail for the quantity ordered.*
- 4. Estimate Ref and number of GETCO(R&C) department against which the item is procured.*

This one copy shall be given to the Engineering Department. The original drawing shall be made available by the Manufacturer to the inspector as & when required. You shall have to offer inspection along with above said one set of approved drawing to this office at least 15 days in advance.

It is also requested to send inspection call along with this approval letter of drawing to below mentioned email ID to process the call,

To, 1), eeengg.getco@gebmail.com (Engg. Dept)

Copy to: acerc.getco@gebmail.com 3) eerc.getco@gebmail.com

Thanking You,

Yours faithfully,

R. K. Patel,
I/c Chief Engineer (R&C),
GETCO

Copy to:

(1) The CE (Engg), GETCO, Corporate Office, Vadodara.

(2) The ACE (Zone), GETCO, Zonal Office, Rajkot.

(3) The SE (TR), GETCO, Circle office, Gondal.

(4) E-mail Id: nep@windplus.in

.....”

15.31. We also note that the revised Standard Drawings submitted by the Petitioner were only approved by GETCO vide its letter dated 20.12.2024 which notably and admittedly was granted after a substantial period of six months. The said letter is reproduced below:

“

ANNEXURE P-16

Gujarat Energy Transmission Corporation Limited

Regd. Office: Sardar Patel Vidyut Bhavan,

Race Course, VADODARA – 390 007.

(CIN: U40100GJ1999SGC036018)

Phone no. (0265) 2353086 (D)/ Fax No. (0265) 2337018/ 2338164 (GUVNL)

Web site: www.getcogujarat.com, Email: serc.getco@gebmail.com

To,

M/S Opera Engitech Pvt. Ltd.
207, Kuber Avenue, Punch Bunglow road,
Near Gurudwara cross road, Jamnagar.

Sub: Approval of drawing for M/S ECS make 66 KV CT (Ratio: 450/1 A) and 66 KV Dead end PT for the 45 MW Hybrid power evacuation at Gangiyavadar 66 KV for M/S Opera Engitech Private Limited (OEPL) (Lead Generator Entity) under Bay Sheering and option-3.

Ref:

- 1) R&C Estimate No: GETCO/R&C/RE/247 dt:12.02.2024
- 2) Vendor approval letter No: CE(P)/ACE(P)/SE(P)/EE(SS)/T-5/VA/OPERA Engitech/7088 dt. 26.04.2024
- 3) M/S Opera Infrastructure letter dt. 30.11.2024 (e-mail dt. 10.12.2024)
- 4) R & C e-sarkar O.N. No: GETCO/DRA/e-file/447/2024/20547/Technical dt. 13.12.2024

Dear sir,

As per your request letter under reference (3), the drawing/documents as noted below for M/S ECS make, 66 Kv CT (Ratio: 450/1A) and 66 KV dead end PT against order under reference (1) are typically scrutinized & approved as under. The original drawings shall be made available as and when required by inspector.

1. 66KV M CT (Ratio:450/1A)

SN	Particulars	Drawing No	Remark
66 KV M CT (Ratio: 450/1A) with SS below			
1	General Arrangement	E44-001/1, Rev-02	Approved
2	Sectional Arrangement	E44-001/1-AA, Rev-02	Approved
3	Rating Plate	E44-001/1-R3443,Rev-01	Approved
4	Terminal details	E44-001/1-T20,Rev-00	Approved
5	Terminal Assembly	E44-001/1-LB, Rev-04	Approved
6	SS below calculation	E44-001-E/1, Rev-02	Approved
7	Oil level indicator	E44-001/1-C, Rev-04	Approved
8	Secondary Terminal Box Assembly	E44-001/1-Z-1, Rev-03	Approved

9	Insulator	E44-006-R, Rev-00	Approved
10	12 Way Epoxy Terminal board	E44-009, Rev-03	Approved

2. 66KV dead end PT

SN	Particulars	Drawing No	Remark
66 KV Dead end PT with SS below			
1	General Arrangement	E44-006/1, Rev-03	Approved
2	Sectional Arrangement	E44-006/1-B, Rev-03	Approved
3	Insulator	E44-006-R, Rev-00	Approved
4	Secondary Terminal Box	E44-001/1Z, Rev-02	Approved
5	Secondary Terminal Box Assembly	E44-001/1-Z-1, Rev-02	Approved
6	Secondary Terminal Box Child Part	E44-001/1Z-A, Rev-01	Approved
7	12 Way Terminal board	E44-001/1Z-B, Rev-00	Approved
8	Secondary Box assembly	E44-001-S1, Rev-01	Approved
9	Terminal details	E44-006/1_DTPS, Rev-01	Approved
10	Technical data sheet	E44-006/1_DTPS, Rev-00	Approved
11	Rating Plate	E44-006/1-R3445, Rev-01	Approved
12	HT Terminal	E44-006/K, Rev-03	Approved
13	12 way Epoxy Terminal board	E44-009, Rev-03	Approved
14	Oil level indicator	E44-001/1-C, Rev-02	Approved
15	Oil level indicator parts	E44-001/1-C, Rev-03	Approved
16	SS below calculation	E44-001-E/2, Rev-02	Approved

This approval, however, does not absolve you from the warranty of the equipment or from rectifying the defects due to faulty design or use of incorrect materials.

This is without any prejudice to the terms and conditions of the order.

Yours faithfully,

For, Gujarat Energy Transmission Corporation Ltd.

(B. P. SONI)

I/C Additional Chief Engineer (Engineering)

Copy FWCs to: CE (R&C), Corporate Office, GETCO, vadodara.

.....”

15.32. From the above, the following inferences are drawn:

- a. A Kick off Meeting was held on 10.10.2024 for the Project qua the additional capacity of 9 MW being added on account of inclusion of JSW, totalling the project capacity to 45 MW;
- b. Accordingly, considering the revised total capacity of the Project, the applicable CT Ratio at GSS and PSS was determined by GETCO to be 450/1 Amp; and
- c. The Respondent, GETCO itself acknowledged the earlier CT Ratio of 400/1 Amp vide the Kick-off Meeting dated 13.06.2024. Importantly, since JSW was added subsequently, the earlier approvals qua the CT Ratio basis the previous capacity and configuration, were required to be revised/ reviewed again by the authorities.

15.33. We note that the Petitioner had not envisaged or foreseen the addition of the JSW Generator and the same lead to increase in the CT Ratio from 400/1 Amp to 450/1 Amp, inter-alia leading to delay in developing the evacuation infrastructure. Accordingly, the same squarely falls within the ambit of unforeseen reasons as contemplated under the Tariff Framework order dated 22.02.2024 and therefore, the Petitioner is entitled to such extension.

15.34. The revision in project capacity by inclusion of JSW, along with the resulting alteration in the CT ratio, constitutes circumstances that were

both unforeseeable and beyond the Petitioner's control. These external factors, not attributable to the Petitioner, clearly qualify as force majeure events within the meaning and effect of prevailing regulatory procedure.

15.35. The aforesaid facts prove that, these uncontrollable and non-attributable incidents continue to impede and affected the Petitioner's construction activities, thereby causing prolonged delays in the implementation of the said Project. The aforesaid circumstances are unforeseen to the petitioner. We are, therefore, of the view that the Petitioner is entitled, in law, to an extension of the SCOD of charging of the evacuation infrastructure till the date of actual commissioning of the Project, and consequently the commissioning of the Project capacity till 28.07.2026, without the imposition of any financial liability.

15.36. We note that the aforesaid unforeseen reasons or changes in ground realities Section 39 of EA 2003 mandates that GETCO, in its capacity as the State Transmission Utility, is required to coordinate and plan its transmission system in consultation with, inter alia, the Central Government, State Government, generating companies, and other relevant entities. Accordingly, the recognition of unforeseen reasons in interactions between generators and the State Transmission Utility arises from a statutory mandate, independent of any specific contractual stipulation.

Thus, unforeseen reasons arises in this context does not hinge upon the existence of a bilateral contractual clause.

15.37. We note that in the present case, the events such as delay caused to the Petitioner in granting approval for standard drawings due to change in the capacity of the Project as well as further change in the CT Ratio due to addition of JSW qua 9 MW leading to a cumulative capacity of 45 MW are not only unpredictable but also beyond the reasonable control of the Petitioner. The aforementioned events ought to be declared as unforeseen reasons and consequently, the Petitioner is entitled to seek relief in the nature of extension of SCOD of the evacuation infrastructure being developed under the Connection Agreement.

15.38. We note that it is settled jurisprudence establishes that when a party is affected by force majeure/ unforeseen events within the contractual framework, leading to delays in project execution, such party cannot be saddled with financial liabilities for the resulting delay. In the present circumstances, the Petitioner has exercised all reasonable measures and prudent utility practices to timely complete the evacuation infrastructure and, consequently, the overall project within the SCOD. We note that the Petitioner has encountered unforeseeable, uncontrollable, and unavoidable impediments that have had a cascading impact on the project

timeline, especially in respect to the completion of the evacuation infrastructure, thereby causing unavoidable delay in achieving SCOD.

15.39. We have also perused the following judgements produced in this regard:

- i. Industrial Finance Corporation of India vs. Cannanore Spinning & Weaving Mills Ltd. reported in (2002) 5 SCC 54 [Para 40];
- ii. Dhanrajamal Gobindram v. Shamji Kalidas & Co. reported in AIR 1961 SC 1285 [Para 17];
- iii. National Agricultural Cooperative Marketing Federation of India vs. Alimenta S.A. reported in 2020 SCC OnLine SC 381 [Paras 48,55 & 80];
- iv. GUVNL vs. Tarini Infrastructure Ltd. & Ors. reported in (2016) 8 SCC 743 [Para 14]; and
- v. Energy Watchdog & Ors. v. CERC & Ors. reported in (2017) 14 SCC 80 [Para 45]

15.40. We note that delay is neither attributable to any negligence or inaction on its part nor a consequence of any procedural default. Rather, it stems exclusively from circumstances beyond its control, specifically the regulatory necessity to secure revised approvals following the substantive alteration in CT ratio of the CT requires to preserve by the petitioner by installation of such CT for transmission system and project configuration arising from the JSW consortium formation. This unforeseen necessity

occasioned an operational delay, fully justified under applicable definition of force majeure and unforeseen events.

15.41. We also note that the refusal to extend the SCOD of the transmission system would precipitate a cascade of adverse effects, including the mandate for fresh connectivity applications for both the Petitioner and JSW, imposing substantial temporal and financial burdens and derailing the concerted effort toward renewable capacity augmentation.

15.42. Therefore, in the overall context of the present case, we are of the view that the following unforeseen reasons faced by the Petitioner in the event, SCoD of the transmission network of the Petitioner is not extended in terms of the submissions made hereinabove, then the same would lead to a cascading effect, as all the substantial investment and the development of the project made by the Petitioner will be left idle and any new connectivity grantee would again require a fresh period of 12 months to develop a new Project.

15.43. The tenet of balance of convenience enumerated under the Laws stand fully satisfied in favour of the Petitioner and its Project.

15.44. In the event SCoD of the Petitioner is not extended then the same would lead to a cascading effect, as all the substantial investment and the development of the project made by the Petitioner will be left idle and any new connectivity grantee would again require a fresh period of 12 months

to develop a new Project. This would lead to a loss to the renewable energy development measures and the Petitioner's contribution to the State's renewable energy mission.

15.45. We note that the Petitioner was plagued with hindrances and adventures leading to delay in achieving the SCOD of its transmission network for the Project for a gamut of unforeseen reasons. It is thus important that to maintain the scales of justice and prevent travesty, the present Petition be allowed and an extension of SCOD of creation of transmission network is allowed.

16. In view of above, the present petition partly allowed. We hold that there were unforeseen reasons which led to delay in completion of transmission network more specifically owing to change in CT Ratio of the transmission system needs to be created by the petitioner. Moreover, allowing different capacity of power evacuation from the petitioner transmission system for petitioner plant which was earlier 6 MW increased to 36 MW and later on the said capacity enhanced to 45 MW by addition of 9 MW capacity of JSW Renewable by utilisation of transmission infrastructure created by the petitioner as lead generator. Moreover, the change in drawings of the transmission system needs to be approved by GETCO and accordingly, signing of agreements by the parties. The said period is continued from the

date of grant of connectivity to 20.12.2024. Thus, the extension in creation of transmission system by the petitioner be extended from 31.7.2025 to 20.12.2025 (i.e. for 142 days). The Petitioner is, therefore, eligible to get extension in completion of evacuation infrastructure for a period of 142 days.

17. So far as amendment sought by the petitioner for extension in commissioning period of 36 MW capacity power project is concerned, the petitioner is at liberty to approach the Commission separately on this issue, if desired.
18. We order accordingly.
19. With this order, the petition and the IA stand disposed of.

Sd/-
[S.R. Pandey]
[Member

Sd/-
[Mehul M. Gandhi]
Member

Place: Gandhinagar
Dae : 11/11/2025