

BEFORE THE GUJARAT ELECTRICITY REGULATORY COMMISSION

GANDHINAGAR

Petition No. 2472 of 2025.

In the Matter of:

Petition under Section 86 (1) (c), (e) and (f) and other applicable provisions of the Electricity Act, 2003 read with Regulations 80 and 82 of the GERC (Conduct of Business) Regulations, 2004 seeking extension of time period for construction of the evacuation infrastructure till 31.12.2025 and for use of spare 220 kV bay at 220 kV Kalavad S/s on temporary basis until 31.12.2025 and for granting the rightful time to the Petitioner for commissioning of the entire capacity of 25 MW of Wind-Solar Hybrid Power at 220 kV Kalavad as per procedure for “Grant of Connectivity to Projects based on renewable sources to intra-State Transmission system” dated 07.01.2023.

Along with

IA No. 31 of 2025 in Petition No. 2472 of 2025.

In the Matter of

Application under Section 94 (2) of the Electricity Act, 2003 read with Regulations 61 and 80 of the GERC (Conduct of Business) Regulations, 2004 seeking interim stay/ injunction and Appropriate Interim Orders along with supporting Affidavit.

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

Represented By : Ld. Adv. Mr. Aditya K. Singh

V/s.

Respondent : Gujarat Energy Transmission Corporation Ltd.
Sardar Patel Vidyut Bhavan,
Race Course Circle, Vadodara - 390 007, Gujarat.

Represented By : Ld. Adv. Mr. Aneesh Bajaj with
Mr. Shobhraj Jayswal

CORAM:

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

Date: 17/10/2025

ORDER

1. The present petition has been filed by the Petitioner seeking following reliefs.
 - a) To direct the Respondent to extend the use of existing spare 220 kV GETCO bay at 220 kV Kalavad S/s till 31.12.2025 on temporary basis.
 - b) To grant an extension of time till 31.12.2025 for construction of evacuation infrastructure and bays at 220kV Kalavad S/s.
 - c) To direct the Respondent, GETCO to grant rightful time to the Petitioner for commissioning of the entire capacity of 25 MW of wind projects based on Renewable sources to Intra-state Transmission system” issued by GETCO
 - d) To direct the Respondent Gujarat Electricity Transmission Limited to grant rightful time to the Petitioner for commissioning of the entire capacity of 25 MW of Wind-Solar Hybrid Power at 220 kV Kalavad as

per this Commission Order No. 1 of 2024 for ‘Tariff framework for procurement of Power by Distribution Licensees and others from Wind-Solar Hybrid Power Projects including Storage, if any, for the State of Gujarat’.

e) To direct the Respondent to not to revoke connectivity, encash the bank guarantee, revoke the changing permission for 220 kV GIS feeder bay (Temporary) at GETCO 220 kV capacity is expired.

2. The brief facts mentioned in the Petition are as under.

2.1 The Petitioner, OP Wind Energy Pvt. Ltd. is developing a 100 MW (25 +25 +25 +25) Wind Solar Hybrid & 50 MW (25 + 25) MW Wind Power Project village-Nagpur, Ta- Kalwad, Dist- Jamnagar at 220 kV level with 220 kV Kalavad substation of Respondent GETCO.

2.2 The Petitioner applied for the grant of Stage-I and Stage-II connectivity in 6 parts i.e. 100 MW (25 +25 +25 +25) MW Hybrid & 50 MW (25 + 25) MW Wind power seeking grant of connectivity for 25 MW each.

2.3 As per the procedure for ‘Grant of Connectivity to projects based on Renewable Sources to Intra – State Transmission system’ approved by GERC, the Petitioner is under an obligation to commission the evacuation system within 12 months from the date of grant of Stage-II connectivity. For the completion of the same, the connectivity grantee is required to

undertake construction and commissioning activities related to lines, transformers, bus-bars, bays and other equipment at substation. However, the Petitioner has not been able to construct its own permanent bay due to some unforeseen circumstances including change in the GIS make as well change in vendor, additional requirement for common drawing approval as well as delays in construction due to bay swapping, delay in shutdown to undertake measurement for the adopters and other equipment and bay allocation. Therefore, the Petitioner is seeking extension of time period for construction of its evacuation line along with bay.

2.4 Considering the fact that apart from the evacuation infrastructure, the Petitioner's project was otherwise substantially ready for commissioning, the Respondent allowed charging and usage of its existing bay on temporary basis for supply of electricity. The use of such temporary bay granted by the Respondent was only till 31.03.2025. The Petitioner despite its best efforts will not be able to construct the permanent bay till 31.03.2025 due to occurrence of the unforeseen circumstances and is thereby requesting this Commission to direct the Respondent to allow the Petitioner to use its existing bay at 220 kV Kalavad S/s on temporary basis till 31.12.2025.

2.5 The second issue is concerned with the grant of Stage-I and Stage-II Connectivity dated 12.03.2024 for 25 MW. As per GETCO's Procedure for Connectivity approved by GERC, the Petitioner is under an obligation for commissioning of 10% of the allocated capacity within one month from the date of charging of evacuation line. The rest 90% of the capacity is to be commissioned within 2 years from the date of charging of evacuation line. The evacuation line was charged along with metering on existing bay of GETCO on 11.11.2024 and the 10% capacity was to be commissioned within one month i.e. on or before 10.12.2024. The Petitioner, in compliance with the same, was able to commission 10% of the allotted capacity on 28.11.2024 and the rest 90% of the capacity is to be commissioned before 10.11.2026.

2.6 The Petitioner received a letter dated 18.02.2025 from the Respondent stating that as per the Connectivity procedure (which provides 2 years of time from the date of charging of evacuation line for commissioning of entire capacity of plant) and relevant tariff order, the Petitioner is supposed to complete the entire evacuation line along with bays and metering system and commission full capacity within 12 months from the date of grant of connectivity i.e. 11.03.2025, failing which, the Bank Guarantee of the Petitioner will be encashed and the connectivity granted

will be cancelled by 31.03.2025. Neither connectivity procedure nor tariff order requires any generating station to commission entire generating station within 1 year from grant of connectivity.

- 2.7 The Respondent has wrongfully interpreted the Order of GERC as well as ignored the connectivity procedure as approved by the Commission. The Petitioner's evacuation line was charged on 11.11.2024 and has commissioned its 10% capacity on 28.11.2024, and therefore cannot be wrongfully expected to achieve balance 90% of its commissioning in less than 4 months while it has been granted 2 years of time under the Connectivity procedure. The Petitioner is in advanced stage of commissioning of the project and will be able to achieve commission of the rest 90% of capacity within the stipulated timeline under the connectivity procedure.
- 2.8 The GERC on 31.05.2011, in exercise of the powers conferred by section 181 of the Electricity Act, 2003, issued GERC (Terms and Conditions of Intra-State Open Access) Regulation 2011 wherein Regulation 20 of the said regulations directed the state transmission utility of Gujarat to submit a detailed procedure for application of connectivity, long-term and medium-term open access.

2.9 As per Regulation 20 of the Open Access Regulations, the GETCO submitted Procedure for 'grant of connectivity to projects based on renewable energy sources to intra - state transmission system' to the Commission. After incorporating necessary changes as required, the Commission on 07.01.2023, approved such connectivity procedure which provided for the procedure for applying for connectivity to STU and underlying conditions for grant of such connectivity.

2.10 The Petitioner intended to develop various wind projects and wind - solar hybrid projects for 25 MW each accordingly applied for connectivity to the Respondent. Details of the grant of same are mentioned below:

Entity	Connectivity No.	Date	Capacity (MW)	Source	Purpose
OP WIND ENERGY PRIVATE LIMITED	GETCO/R&C/STAGE2000046	30.06.2023	25	WSH	Captive
	GETCO/R&C/STAGE2000063	30.06.2023	25	Wind	Captive
	GETCO/R&C/STAGE2000064	30.06.2023	25	WSH	Third Party
	GETCO/R&C/STAGE2000093	28.12.2023	25	Wind	Captive
	GETCO/R&C/STAGE2000094	28.12.2023	25	Hybrid	Captive
	GETCO/R&C/STAGE20000135	12.03.2024	25	WSH	Captive

2.11 The grant of connectivity documents specifically stated that the connectivity grantee i.e. the Petitioner herein is required to comply with the connectivity procedure.

2.12 As on the date of grant of Stage-II connectivity for 25 MW wind project on 30.06.2023, the only applicable timeline for evacuation infrastructure was under the “Tariff framework for procurement of Power from Wind Turbine Generators and Other commercial issues for the State of Gujarat” issued by this Commission. As per the said tariff order, a developer with its wind project between 1 MW to 100 MW was allowed a period of 1.5 years from the date of allotment of transmission capacity for commissioning the entire evacuation line along with bays and metering system.

2.13 As on the date of grant of Stage-II connectivity for 50 MW (25 + 25) MW Wind Solar Hybrid Power Project on 30.06.2023, there was no applicable tariff order for hybrid nor any policy for hybrid power plant in place. Despite the same, the developer, taking clue from timelines for construction of evacuation infrastructure from the previous tariff order for hybrid and the instructions provided for in the grant of connectivity letter took steps for initiation of construction work, considering the bay would be required for its entire 150 MW eventually.

2.14 The Petitioner had already obtained stage-II connectivity for three 25 MW power plant amounting to 75 MW in all, it applied to the Energy and Petrochemicals Department, Government of Gujarat for approval under section 68 and section 164 to install 220 kV S/c OH line between OEPL's Wind solar

Hybrid farm Pooling substation at village Nagpur Ta. Kalavad Dist. Jamnagar upto 200 kV Kalavad substation of GETCO for an approximate line length of 8.144 KM. This was duly approved by the Energy and Petrochemicals Department, Government of Gujarat on 26.10.2023.

- 2.15 On 22.02.2024, in exercise of the powers conferred under Section 3 (1), 61 (h), 62 (1) (a) and 86 (1) (b) & (e) of the Electricity Act, 2003, National Electricity Policy, 2005, and tariff Policy, 2016 and all other powers enabling it in this behalf, this Commission by way of Order No. 1 of 2024, issued an Order for 'Tariff Framework for Procurement of Power by Distribution Licensees and Others from Wind Solar Hybrid Power Projects including Storage, if any, for the State of Gujarat' to be applicable for Wind – Solar Hybrid Power Projects which were commissioned post 19.06.2023.
- 2.16 The Petitioner has approached the Commission seeking an extension for construction of the evacuation line with bays along with metering system, which has been delayed due to reasons not attributable to the Petitioner.
- 2.17 The Respondent granted Stage-II connectivity of 25 MW + 25 MW + 25 MW on 30.06.2023. On 28.07.2023 GETCO issued the estimate to be deposited against the supervision charges for the said connectivity which was paid by the Petitioner on 24.08.2023. The first kick-off meeting was called by GETCO for the allocation of bay to the different applicants. The Petitioner

requested GETCO for the approved vendor list for development of the evacuation system including GIS. On 25(30).09.2023 GETCO issued the approved makes for all items including the GIS make. M/s Shrinathji Electricals was approved as the contractor for erection of structure and equipment and the list indicated Siemens as the only vendor for GIS bay. The Petitioner approved Siemens for the GIS make, since the existing GIS make of the GETCO substation was made by M/s Chint Electric, the Petitioner was required to obtain the specifications, sizes and measurement of the existing GIS so as to integrate a different make GIS and suitably design the adapter. On 10.11.2023 an email was sent by the Petitioner to GETCO requesting for a scheduled outage to enable it to take the measurement and specifications. The Respondent itself on 23.11.2023 sent an email to M/s Chint Electric for the scheduled shutdown and deployment of its staff at the substation on 30.11.2023. M/s Chint Electric shared a fee quotation for deployment of its staff for supervision during shutdown. The Petitioner on 28.11.2023 wrote an email to GETCO that the fee quote given by M/s Chit Electric is very high only for deployment of a person when the GIS system is still under warranty. The Petitioner on 12.02.2024 and 02.03.2024 requested GETCO to allow it for existing GIS make vendor i.e. M/s Chint Electric for development & construction of bay.

On 02.04.2024 GETCO denied this request of the Petitioner to engage existing vendor of GETCO for development of GIS at Kalavad substation due to restriction of Central Government to use material or make of that country as per the provision of Cross- Border Policy.

2.18 On 22.02.2024, in another kickoff meeting with other generators and GETCO for the bay allocation at the 220 kV Kalavad S/s, it was directed by the GETCO that all developers must submit common drawings jointly for common approval. This meeting declared the earlier MOM dated 12.09.2023 and 22.11.2023 as null and void. This led to further delays in the construction work. On 22.05.2024 the Respondent, GETCO, sent a letter to all the four generators at the 220 kV Kalavad S/s seeking for submission of common drawing for approval of GETCO. On 27.05.2024 M/s. Morjar and M/s. OP wind applied to GETCO for joint approval for common drawings. The Petitioner communicated that coordination with other two developers i.e. M/s. Cleanmax and Suzlon was an impediment as their work was undertaken already much ahead of the other developers. This continuous change of requirement in relation to common drawing approval further led to delay in bay construction. The Respondent on 11.09.2024 communicated approval of part layout plan and section

drawing allocation of 220 kV GIS feeder bays to the Petitioner and other developers.

2.19 Initially, a bay was allocated to the Petitioner in one of the kickoff meetings. On 16.09.2023 the connectivity granted to M/s. Morjar for 200 MW was revoked consequently, the construction work of the bay allocated to it by GETCO came to a standstill. The Petitioner was initially allotted Bay 2 and construction of Bay 1 had stopped; the Petitioner could also not proceed with its construction activity. A writ Petition being application No. 18685 of 2023 was filed by Morjar against such revocation of connectivity. Stay Order was issued by the Gujarat High Court that the connectivity of 200 MW could not be assigned by GETCO to any other developer. On 23.12.2023 the aforesaid writ Petition was withdrawn, and the stay was vacated.

2.20 It is due to the readiness of the Petitioner's Plant, other than the evacuation line and bays, that it was issued charging permission through existing bays of GETCO on a temporary basis vide a letter dated 31.07.2024.

2.21 On 06.12.2024, the Petitioner further requested GETCO to extend the timeline for usage of bays allotted to the Petitioner until completion of its permanent bay.

- 2.22 This allocation of the bay on temporary basis has been further extended to 31.03.2025 vide GETCO's letter dated 02.01.2025. In response to the same, the Petitioner acknowledged the extension vide its letter dated 04.01.2025 and did submit an undertaking. In the said undertaking, the Petitioner did mention that it understands that the temporary bay allotment at 220 KV kalavad (GETCO) S/s is on temporary basis and shall be returned to GETCO by the end of timeline.
- 2.23 The delays occurred in construction of evacuation line and bay of the Petitioner, despite maximum project being complete and ready for commissioning otherwise. Hence, the Petitioner seeks indulgence of this Commission to grant an extension for usage of GETCO on temporary basis till the permanent bay of the Petitioner is constructed.
- 2.24 In addition to seeking time extension, the Petitioner is also approaching this tribunal due to the dispute which has arisen between the Petitioner and GETCO regarding timeline available to the Petitioner for commissioning of its project capacity of 25 MW. The Petitioner applied for connectivity with the Respondent for 25 MW at 220 kV Kalavad substation of GETCO in order to set-up a wind solar hybrid power project at village Nagpur, Ta. Kalavad, Dist. Jamnagar. The said connectivity Stage-II was granted on 12.03.2024. The said grant of connectivity document stated in

clear words that the connectivity holder shall be required to abide by the terms and conditions of the connectivity procedure. It stated that GETCO will charge supervision charges on metering equipment and bay at GETCO end.

2.25 The Respondent issued a letter for provisional estimate of supervision charges on 08.04.2024. The said document also indicated that the Petitioner is responsible for compliances under the connectivity procedure such as signing of connectivity agreement under Format-6 of the connectivity Procedure. The supervision charges for the project were paid by the Petitioner.

2.26 The Respondent and the Petitioner entered into a connection agreement on 04.05.2024 for establishing connectivity of 25 MW Hybrid (Wind + Solar) power project at 220 kV level with 220 kV Kalavad substation of GETCO.

2.27 The common evacuation line including the pooling substation was energized and charged on 05.08.2024, pursuant to GETCO's letter dated 31.07.2024. However, the evacuation meter was actually charged on the existing bay of the Respondent on 11.11.2024 thereby, as per the connectivity Procedure as well as the Tariff Order, 2024, minimum 10% of the actual capacity was supposed to be commissioned within one month

from the date of charging of evacuation line i.e. on or before 10.12.2024. The Petitioner was able to commission 10% of the allotted capacity on 28.11.2024/22.11.2024 which is well within the timeline.

2.28 The Respondent vide letter dated 18.02.2025 stated that if the Petitioner fails to commission full capacity on or before 11.03.2025, GETCO will cancel the connectivity of the Petitioner, and the bank guarantee will be encashed.

2.29 The issuance of this letter by the Respondent based on incorrect interpretation of the applicable procedure and the law has led to a dispute between the parties. The Respondent has neither read connectivity procedure nor provisions of the Tariff Order, 2024.

2.30 The evacuation line was charged on 11.11.2024. In terms of the connectivity procedure, the Petitioner was required to commission at least 10% of the capacity within one month from the date of charging of evacuation line and the rest 90% of the capacity within two years from the charging of evacuation line i.e. by 10.11.2026. Keeping the same in mind, the Petitioner wrote a letter to the Respondent on 04.03.2025 and in response to its letter dated 18.02.2025 explaining that it had already achieved the 10% and commissioned the rest 90% of the capacity before the

stipulated timeline of 2 years and taking any adverse action against us will cause irreparable injury.

2.31 The timeline given by the Respondent in its letter dated 18.02.2025 has passed, thereby the connectivity can be cancelled and the bank guarantee can be invoked anytime causing irreparable injury to the Petitioner even when the Petitioner is working towards commissioning of the entire allotted capacity well within the timelines as provided in the connectivity procedure as well as the Tariff Order.

2.32 The Petitioner has relied upon following judgements:

- (a) The Hon'ble Supreme Court Judgement dated 11.04.20217 in Energy Watchdog- Vs. Central Electricity Regulatory Commission and others.
- (b) Commission Order dated 17.03.2023 in Petition No. 2128 of 2022 in the matter of Distributed Solar Power Association and Another – V- Gujarat Urja Vikas Nigam Limited and Others.

2.33 Even the Respondent has acknowledged the otherwise readiness of the Petitioner, basis on which it had granted the Permission to use its bays on temporary basis and further extended such permission for a time period. It was on the basis of the Petitioner's bonafide efforts only that the Respondent allowed the commissioning of the first 10% of the allotted capacity. The Petitioner has made every effort possible and has taken

timely follow-ups by way of letters and emails to further the process so that the Petitioner is able to construct such permanent bay in time. As on the date the current status of the projects of the Petitioner is:

27 WTG Commissioned: $2.7 \text{ MW} \times 9 = 24.3$, $3.1 \text{ MW} \times 1 = 3.1 \text{ MW}$ total
= 27.4 MW

WTG installed: $3.3 \text{ MW} = 23$ and $2.7 \text{ MW} = 01 = 78.6 \text{ MW}$

Solar charged-

Solar installed: 6.6 MW

Transformers installed: 50 MVA + 50 MVA + 50 MVA.

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16.5 MW hybrid ready for the commissioning by 31.03.2025

3.3 MW Wind ready for the commissioning by 10.03.2025

6.6 MW Hybrid ready for the commissioning by 10.03.2025.

2.34 The Petitioner cannot be made to suffer on account of uncontrollable and unforeseeable circumstances. On the basis of equity alone, the Petitioner should be granted an extension till 31.12.2025 to construct its bay and commission its evacuation infrastructure.

2.35 The Petitioner has further relied on following Judgements:

(a) PTC India Ltd. vs. Central Electricity Regulatory Commission
(2010) 4 SCC 603.

- (b) Visitor AMU Vs. K.S. Misra, (2007) 8 SCC 593
- (c) Institution of Mechanical Engineers vs. State of Punjab, (2019) 16 SCC 95.
- (d) Rmahet Tyagi Vs. State of MP., 2011 SCC Online MP 568
- (e) State Load Dispatch Centre Vs. Gujarat Electricity Regulatory Commission, 2015 SCC OnLine APTEL 50, Appeal No. 33 of 2015 Decided on November 30, 2015.
- (f) Shankarbhai Dhavlu Waghmare Vs. JERC, Appellate Tribunal for Electricity Order dated 28.02.2012 in Appeal No. 159 of 2011.

3. The Respondent filed its reply on 12.05.2025 and contended as under:

3.1 The Commission has framed GERC (Terms and conditions of Inter-state Open Access) Regulations 2011 whereunder it is provided that the detailed procedure may be approved by the Commission which would inter alia, include aspects on application for connectivity and Open Access and Other Issues (Regulation 20).

3.2 In terms of the same, a Detailed Procedure was drafted in relation to the grant of connectivity to project based on Renewable sources to Intra State Transmission system and in terms of the Open Access Regulations, the draft had been placed on the website of the Respondent to invite comments and suggestions and thereafter the same was placed before the

Commission. The Commission approved the detailed procedure for grant of connectivity to projects based on Renewable sources to intra state Transmission system on 07.01.2023.

3.3 If the grantee does not construct the dedicated transmission line as per the timeline, the Stage-II connectivity shall be revoked and the Bank Guarantee encashed. Therefore, the detailed procedure read with relevant tariff orders provide for submission of bank guarantees and provide for cancellation with encashment of bank guarantee in case the Grantee does not meet the requirements.

3.4 It is the responsibility of the Petitioner to construct the evacuation line and commission the capacity of the power project within the time. The total capacity allocated to the Petitioner at 220 Kalavad sub station is 150 MW (100 MW Hybrid and 50 MW Wind) and while applied in 6 parts, the first approval for Stage-II connectivity was given on 30.06.2023 (3x25 MW) and thereafter 28.12.2023 (2 X 25 MW) and 12.03.2024 (25MW). Out of the 150 MW, 125 MW Stage-II approvals were issued prior to 22.02.2024 and Stage-II approval for 25 MW was issued after 22.02.2024.

3.5 The Petitioner would be using the same evacuation line for the entire 150 MW. That it is the responsibility of the Petitioner to ensure that the evacuation facilities / project is developed within time. It was the

Petitioner who chose to apply for connectivity being well aware of the timelines and the consequences thereof.

3.6 The Petitioner has sought for extension of the timelines which has to be considered as per the Commission in terms of the Detailed procedure read with Tariff Order. While there is no specific provision of force majeure, the tariff orders only recognize failure to commission on case-to-case basis due to unforeseen reasons. While the tariff order recognizes the extension in certain cases, there is no inherent power in terms of Conduct of Business Regulations for substantive right of the parties.

3.7 The Petitioner has sought to rely on inherent power of the Commission in the Conduct of Business Regulations which relate to procedural aspects and do not create any substantive right. The Conduct of Business Regulations is for the procedure before the Commission.

3.8 In this regard, the Hon'ble Supreme court in GUVNL v. Solar Semiconductor Power Company (India) Private Limited and Another (2017) 16 SCC 498 in the context of the Conduct of Business Regulations of this Commission referring to decisions of the Hon'ble Supreme Court has recognized that inherent power is procedural in nature and cannot affect the substantive right of the parties.

- 3.9 Inherent power even as per the Petitioner is when there is no other provision. However, when the timelines are provided as per Detailed Procedure read with Tariff orders, the same has to be followed.
- 3.10 The power to remove difficulty etc. cannot be considered when there is a specific provision already for extension. Similarly general regulatory power cannot be used when the Commission has already provided in the Detailed Procedure / Order the timelines and consequences. Any issue therefore has to be considered only as per the above.
- 3.11 The Petitioner has to demonstrate that the delay was due to unforeseen reasons and 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 part of the Petitioner, the Petitioner cannot be allowed extension.
- 3.12 The delay in completing its obligations means that the capacity is blocked for longer period of time without any utilization which is not in interest of the optimum utilization of the transmission system and not in interest of consumer at large.
- 3.13 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.

3.14 It cannot be that the Petitioner is a renewable project, it can claim any delay or extension. Any issue has to be considered as per the same only.

3.15 None of the judgements relied by the Petitioner provide that the law/ order has to be ignored merely because of promotion of renewable projects. In fact, the Court has repeatedly upheld sanctity of contracts and timelines and liquidated damages etc. even in case of the renewable projects.

3.16 Further, it is to be considered by the Commission and therefore allegations that GETCO was insisting on timelines despite being allegedly aware of the issue facing the Petitioner is misconceived. If the Petitioner was facing delays, it ought to approach the Commission for appropriate extension. GETCO cannot be expected on its own to extend the timelines as per the Detailed procedure.

3.17 The Petitioner has submitted the bank guarantees (1) 07.03.2025 of amount of Rs. 75,00,000/- which is expiring on 19.08.2025 with claim period until 19.08.2026 (2) dated 27.02.2025 of amount of Rs.1,25,00,000/- which is expiring on 19.08.2025 with claim period until 19.08.2026. (3) dated 27.02.2025 of amount of Rs. 75,00,000/- which is

expiring on 19.08.2025 with claim period until 19.08.2026 (4) dated 18.10.2023 of amount of Rs. 1,25,00,000/- which is expiring on 31.08.2025 with claim period until 31.08.2026 (5) dated 18.10.2023 of amount of Rs. 75,00,000/- which is expiring on 31.08.2025 with claim period until 31.08.2026 (6) dated 23.02.2024 of amount of Rs. 75,00,000/- which is expiring on 30.11.2025 with claim period until dated 30.11.2026. The Petitioner is required to ensure that the bank guarantee is valid for the period and GETCO reserves its right to encash the same. The bank guarantee is an unconditional bank guarantee.

3.18 The Petitioner is seeking extension till 31.12.2025 or completion whichever is earlier on the basis of three alleged aspects i.e.(i) Delay due to requirement of GIS make (ii) Delay due to requirement of Common drawing approval (iii) Delay due to bay allocation and swapping.

3.19 The existing GIS module in the sub-station is CHINT but in view of the Government of India Cross Border Procurement Policy, the said vendor cannot be approved. The Petitioner was well aware of the requirement of another vendor and the requirement of adapter and this was even before the grant of State-II connectivity on 28.12.2023. Further this was also clear from the meeting on 22.02.2024. The Petitioner on 12.02.2024 and

02.03.2024 requested to consider CHINT which was duly rejected due to Cross Border Policy on 02.04.2024.

3.20 In view of the sub-station being Gas insulated sub-station (GIS) there are limited vendors in India and further when the vendor is different than vendor of the original equipment, there are requirements to design the adapters to connect with the existing GIS modules.

3.21 On the request of the Petitioner and its vendor to visit the sub-station and open the GIS, the presence of CHINT representative was necessary. This is because the existing module was of CHINT and it was necessary to have the representative of CHINT for opening of the module otherwise, the guarantee would be voided.

3.22 The Petitioner was to approach CHINT for necessary coordination and bear any costs thereof. While GETCO wrote to CHINT as in regard to the date etc. the cost has to be borne by the Petitioner and GETCO cannot be involved in negotiation of the cost. The Petitioner is proceeding on the basis that cost quoted by CHINT was too high but that is upto the Petitioner and CHINT.

3.23 The Petitioner has not provided the details of actual inspection or otherwise whether it had agreed to pay the charges as per CHINT schedule give in November 2023 itself.

3.24 The visit by CHINT in case of M/s. Morjar was done on 27.06.2024 and the delay is not attributable to GETCO.

3.25 In order to accommodate 4 bays in the available space and considering its integration with the existing CHINT make GIS bay, it was technical requirement to have same make GIS in order to avoid requirement of adapter panel in between different make GIS. In case of different make, more space be required towards need of adapter to connect the different make GIS bay. Considering the same make GIS, approval of common drawing was envisaged. The above was decided in meeting on 22.02.2024 wherein all the developers were present and had participated and agreed to the arrangement. No issue had been raised on common drawings or the common make and further on any issue in coordination.

3.26 The stipulations in the meeting dated 22.02.2024 were clear and accepted by the participants and no objection was raised at the time by any of the developers. GETCO had only proceeded on the said basis. If subsequently, the issue has arisen between developers, the same cannot be traced back to GETCO.

3.27 No issue was raised to GETCO by any of the developers on any issue with coordination etc. initially and it was only subsequently an issue was raised for submission of drawings without one developer. GETCO, therefore, on

22.07.2024 inter alia stated that in case of non-readiness of any developer, the common drawings alongwith other ready developers may be submitted.

3.28 The drawing for part layout and Section drawing was submitted on 23.08.2024 by the contractor, Kintech and approved on 11.09.2024. GSLD & GA of GIS drawing was submitted to GETCO on 30.08.2024, which was approved by GETCO on 12.09.2024. The Lay out drawing was submitted to the GETCO on 23.08.2024 and 30.09.2024 which was approved by GETCO on 11.09.2024 and 21.10.2024. The LCC was submitted to GETCO on 18.09.2024 which was approved by the GETCO on 07.10.2024.

3.29 Initially bay sequence was considered as M/s. Morjar, M/s. OP Wind and M/s. Suzlon in 2023. When M/s. Morjar's connectivity was cancelled, though the capacity was spare, there were interim order dated 23.10.2023 by the Hon'ble High Court of Gujarat. In the minutes of meeting dated 22.11.2023 the bay sequence was considered as M/s. OP wind- M/s. Suzlon- M/s. Morjar under interim Orders. After order dated 22.12.2023 by the Hon'ble High Court and the capacity allocated to M/s. Morjar being cancelled, fresh connectivity was granted on capacity including to M/s. Morjar and M/s. OP wind. In the meeting dated 22.02.2024 the bay sequence was decided as M/s. Morjar, M/s. OP Wind, M/s. Suzlon and M/s.

Cleanmax. While not relevant to the case of the Petitioner, subsequently, on request from Cleanmax, bay swapping was allowed with Suzlon with consent of both parties during meeting on 09.08.2024. Therefore, bay sequence became “Morjar-OP Wind- Cleanmax- Suzlon”.

3.30 All times, the bay sequence was agreed to by all developers and no objections were received. The Petitioner is claiming that the construction activity of bay was stopped due to the issues with M/s. Morjar, at this time, the Petitioner was writing to GETCO and CHINT for visit to sub-station etc.

3.31 There are no specific provisions for force majeure in the Detailed Procedure and the only reference is the Tariff Orders and the Tariff Orders only recognize failure to commission on case-to-case basis due to unforeseen reasons. The Petitioner is unnecessarily making submissions on the force majeure on contractual aspects when the issue is clearly to consider in line of the above.

3.32 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 case of transmission, the transmission charges are held to be payable irrespective of reasons of 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 consumer 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 person 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.

3.33 The reference to Energy Watchdog case 2017 14 SCC 80 is related to contract and was interpretation of the Force Majeure clause in the PPA and therefore, cannot be applied herein. This is 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.

3.34 The Respondent relied upon following Judgements.

- (a) Halliburton offshore services Inc-V- Vedanta Limited and Ors. dated 29.05.2020 in OMP (i) (COMM) No. 88 of 2020.
- (b) NTPC Vidhut Vyapar Nigam Ltd. V- Precision Technik Pvt. Ltd. 2018 SCC Online Del 13102.

3.35 The Petitioner has sought to rely on Order dated 17.03.2023 in Petition No. 2128 of 2022 in Distributed Solar Power Association and Another Vs. Gujarat Urja Vikas Nigam Limited and Others which is related to the control period of the Order dated 03.04.2021 and cannot be applied to the present case at all. The issue is not the applicability of the tariff order but the timelines for completion of work to ensure optimum utilization of the network. It cannot be that the connectivity is taken by developer for prolonged time without the project being developed since the capacity is getting blocked. Further, the issue therein was completely different, and the uncertainty therein was different.

3.36 The Petitioner has sought to rely on decision in Bangalore Electricity supply company limited. Vs. Hirehalli Solar Power Project LLP and Others 2024 SCC Online SC 2253 which deals with force majeure in a contract. In the present case, the timelines are as per detailed procedure and there is no provision of force majeure. Even otherwise, while the issue is contractual in the said case and in the said case, BESCO had in fact extended the time first and then changed its mind. It was held that the Appellants therein cannot be blamed for delay, and it was not within their control. The Appellants had done whatever it could be secure the approvals.

- 3.37 GETCO has not acknowledged any readiness of the project. The issue of extension in regard to the timelines from grant of stage-II connectivity has to be considered by the Commission.
- 3.38 While the Petitioner was ready to connect to the bay on temporary basis and has obtained open access for 40.8 MW, the bay as required to be constructed by the Petitioner is still to be completed and full capacity of power project has also not been commissioned.
- 3.39 The temporary use of the bay is not a right of the Petitioner, let alone any vested right and all contentions and allegations in this regard are denied.
- 3.40 The Petitioner has been granted connectivity at the 220 KV Kalavad sub-station and its right to such connectivity is subject to the conditions, including construction of the evacuation line within time. GETCO had considered the request of the Petitioner and Morjar for the temporary use of bay as a stopgap arrangement, based on various considerations and subject to various conditions, however this cannot be considered as a right of the Petitioner. The consideration was subject to various condition, and it was made clear to the Petitioner that the arrangement was purely temporary arrangement and only for a specific period and had a firm timeline. The Petitioner had submitted undertaking to this effect only one is produced which is also not complete.

- 3.41 The Petitioner had while seeking the temporary bay allocation had specifically agreed to the timelines and the fact that at the expiry, it would be disconnected irrespective of whether its bay is ready or not.
- 3.42 There is no compulsion on GETCO or this Commission to allow such temporary use. It is the obligation of the Petitioner to construct its bay and even if it can seek any extension of time for completion of the same, it cannot by that measure, claim any vested right over the bay constructed by GETCO.
- 3.43 Since the temporary use had been considered by GETCO for about 12 months, it was not considered appropriate by GETCO to grant any further extension. There is no arbitrariness in GETCO deciding not to grant further extensions.
- 3.44 The Petitioner was well aware of all consequences and risks. The Petitioner was granted temporary use only for a specific time and it was made clear that it would be disconnected even if its feeder bay is not ready. Therefore, the Petitioner obtained open access and commissioned its power project only on the above understanding it cannot now claim such aspects as the basis for claiming any right of extension. The Petitioner is liable to pay for the open access irrespective of whether it is ready or not and irrespective of whether there is any fault of the Petitioner or not.

3.45 GETCO had not any time accepted that the delays were beyond control of the Petitioner. The issue of extension in regard to the timelines from grant of Stage-II connectivity has to be considered by the Commission. There is no such admission or acceptance by GETCO. Further, in particular, it is denied that there was any delay by GETCO as sought to be claimed by the Petitioner. The stipulations in the meeting dated 22.02.2024 were clear and accepted by the participants. GETCO had only proceeded on the said basis and there was delay in submission of the common drawings. There was no delay in approval of drawings by GETCO. The Petitioner had given the dates for drawings approval but failed to provide the date when it was submitted. Until the drawings are submitted GETCO cannot consider the drawings and grant approval. Further, there is no wrong by GETCO and no taking advantage of any wrong.

3.46 It is submitted that there cannot be any general direction for allowing the use until the permanent bay is constructed or until 31.12.2025. The temporary use of bay was subject to conditions and in particular that it is on temporary basis and in case of any need of GETCO or need anticipated by GETCO, the Petitioner shall disconnect immediately without raising any objection.

3.47 There is another aspect to be considered. The timelines as per Tariff Order issued in 2024 and as per Detailed procedure for commissioning of power plant are different and this Commission may therefore consider the applicability for the same. The tariff order dated 22.02.2024 for the Hybrid Projects provides for the timelines for the commissioning of the power project is also the timeframe stipulated i.e. the timelines for the evacuation system. In case of the Petitioner, part of the capacity (25 MW) was approved on 12.03.2024 i.e. after the issuance of the Order dated 22.02.2024.

3.48 The Petitioner has considered the above order partially by referring to one year but not the subsequent portion “or as per timeframe stipulated above, whichever is earlier”. The timeframe providing for 12 months for projects less than 100 MW is earlier than the period of 1 year from charging of evacuation line and, therefore, the same would apply as per the above order. If as stated in Visitor AMU Vs. K.S Misra (2007) 8 SCC 593 relied on by the Petitioner and Nathi Devi Vs. Radha Devi Gupta (2005) 2 SCC 271, every part of the statute should have effect, then the reference in the tariff order to “or as per timeframe stipulated above, whichever is earlier” should also have meaning.

- 3.49 The consideration of the Petitioner therefore that 90% of capacity has to be commissioned before 10.11.2026 cannot be understood as correct. The order dated 22.02.2024 was issued after the Order dated 07.01.2023 approving the Detailed procedure and since detailed procedure recognizes that it has be read with the Tariff Order; therefore, as per GETCO's understanding, the subsequent order would apply. The Commission may, therefore, consider and provide clarity on the timelines for commissioning of the power project.
- 3.50 The procedure has been approved by way of the Order by the Commission and is not a delegated legislation in the nature of Regulations which would have a binding effect over any other order. The Judgement in PTC India Limited Vs. CERC (2010) 4 SCC 603 refers to regulation which is delegated legislation. There is no dispute that the regulations are binding.
- 3.51 The reference to GETCO letter referring to Detailed Procedure cannot be the basis of any contention. Further, the same is an estimate of charges and the work to be carried out. Even otherwise, the Detailed Procedure also refers to the tariff order.
- 3.52 It is inappropriate on part of the Petitioner to allege that the Respondent has not read the provisions of the procedure or tariff order. The issue is of interpretation and while the Petitioner is seeking the adjudication on such

interpretation, it is not open to the Petitioner to make allegations against GETCO. There is no interest of GETCO to interpret the aspect is one way or another, but GETCO is only seeking to interpret on the basis of the provisions and there is no unilateral restriction by GETCO nor has GETCO modified any provision. GETCO cannot act contrary to the Order of this Commission. The allegations against GETCO made by the Petitioner are wrong and denied.

4. The Petitioner filed Rejoinder dated 09.07.2025 and contended as under:
 - 4.1 The Petitioner was not aware of the occurrence of certain unforeseen reasons while applying for the connectivity and it is for those reasons only that the Petitioner is seeking extension in usage of temporary bay as well as extension of start date of connectivity.
 - 4.2 The Respondent has also admitted that the tariff order recognizes the power of the Commission to grant extension. Therefore, the Commission is well within its power to adjudicate the present proceedings.
 - 4.3 The Petitioner has sought clarity on the procedural aspect of the connectivity itself. The concept of force majeure and grant of extension are procedural in nature and the Commission is well within its power to adjudicate on the same.

- 4.4 It is submitted that the tariff order includes provision for extension in case of delay caused due to unforeseen reasons.
- 4.5 The Detailed Procedure does not empower GETCO to extend the timeline granted to the Petitioner and, therefore, it is imperative for this Commission to invoke its inherent power to provide such extension to the Petitioner and direct the Respondent to allow the use of Temporary Bay to the Petitioner till the Permanent Bay is constructed.
- 4.6 The timelines in the Procedure for Grant of Connectivity 2023 are binding in general, this Commission has inherent power to grant extensions were warranted by circumstances and equity. It is settled law that SERCs, including the GERC, possess wide adjudicatory powers under Section 86 (1) (F) of the Electricity Act, 2003 to decide disputes between licensees and generating companies. In exercise of this, Commission may grant equitable relief where rigid enforcement of procedure would cause manifest injustice.
- 4.7 The GERC (Conduct of Business) Regulations, 2004 expressly provide under Regulation 80 that nothing in these regulations shall be deemed to limit or otherwise affect the inherent power of the Commission to make such orders as may be necessary to meet the ends of justice or to prevent the abuse of the process of the Commission. Further, Regulation 85 of the

said regulations, specifically empowers this commission to extend or reduce the time for doing any act as necessitated by any regulation or order of this Commission.

4.8 The Commission may relax or adapt procedural norms particularly in a sector like renewable energy where implementation depends on evolving policy, inter-agency approvals, and environment factors.

4.9 The reliance of Respondent on GUVNL Vs. Solar Semiconductor case is misplaced. The facts of the said case were entirely different and were in the context of extension of a power purchase agreement's control using its inherent power. The present case involves a situation where extension is sought for commissioning of generation capacity under the Detailed Procedure for grant of connectivity, 2023 which provides for a limited time period for commissioning of the same. The extension sought on the basis of demonstrated progress, readiness of evacuation infrastructure and external delays caused by factors beyond the control of the Petitioner. It is pertinent to note that the Petitioners are not challenging the procedure itself but are invoking the commission's power to mitigate under hardship in a specific context.

4.10 The Respondent has failed to consider the dictionary meaning of force majeure which does not restrict its usage to a contract only. According to

black's law Dictionary, Force majeure means "an event or effect that can be neither anticipated nor controlled; especially an unexpected event that prevents someone from doing or completing something that he or she had agreed or officially planned to do". In this case it is rather under the statutory procedure that the Petitioner were required to follow a timeline which could not be done due to force majeure events beyond the control of the Petitioner.

- 4.11 It was the responsibility of GETCO to provide with approved list of vendors in accordance with the list, the Petitioner decided to go ahead with Siemens as the GIS maker. However, the Petitioner was genuinely facing issues since.
- 4.12 The existing GIS make of the GETCO substation was made by M/s Chint Global, the Petitioner was required to obtain the specifications, sizes and measurement of the existing GIS so as to integrate a different make GIS and suitably design the adapter.
- 4.13 This specification could only be obtained during a shutdown of the existing substation to take the measurements. Therefore, on 10.11.2023 an email was sent by the Petitioner to GETCO requesting for a scheduled outage to enable it to take the measurements and specifications.

4.14 On 27.11.2023, M/s Chint shared the fee quotation for deployment of its staff for supervised forced shutdown. However, the price quoted by M/s Chint Electric was very high only for deployment of a person for the Petitioner to obtain specifications of the existing GIS make. Such charges could not be paid and Petitioner requested for GETCO's intervention. Consequently, shutdown could not take place, and the measurements could not be taken. That as per the agreement between the Respondent and M/S CHINT, in order to obtain specifications of the existing GIS, it was mandatory to do the same in presence of a CHINT executive. In absence of the same, the warranty clause with respect to GIS would become void. Therefore, it was because of the said clause, GETCO required the Petitioner to ensure the presence of a CHINT representative during the outage. That since GETCO mandated such additional conditions, it was GETCO's responsibility to arrange for the forced outage to enable the Petitioner obtain specifications.

4.15 The Petitioner requested GETCO on 28.11.2023 to intervene in the matter. However, even after following up email on 29.11.2023 there was no response from the Respondent.

4.16 The connectivity granted to the applicant (Petitioner herein) was on a GIS (Gas Insulated Substation) in which the applicant is required to make a GIS

based system. Such GIS based system is more complicated system as compared to an AIS (Air Insulated Substation) and needs precision for its synchronization with the existing GIS system (i.e, of GETCO). Any change in the make/model which may lead to change in size, specification would then have to be connected using a separate adapter which is not generally recommended in the interest of grid safety.

- 4.17 Thus, with the intention of better synchronization, grid safety and ease of integration and fast installation, the Petitioner vide its letter dated 12.02.2024 requested GETCO for approval to engage existing OEM vendor of GETCO i.e., M/s Chint Electric, which had already executed 220kV system at Kalavad sub-station, for development of GIS system at Kalavad sub-station to enable the Petitioner to initiate the process of finalization of the contract with the vendor to start construction and synchronization activity.
- 4.18 Thereafter, by way of email dated 02.03.2024 the Petitioner requested the Respondent to allow the Petitioner to continue with the existing GIS make OEM vendor i.e. M/S Chint Electric while substantiating on the challenges faced by them in installation of the Siemens/GE make GIS modules to GETCO.
- 4.19 After a period of more than a month i.e., on 02.04.2024, GETCO denied the request of the Petitioner to engage existing vendor of GETCO for development of GIS at Kalavad Substation due to restriction of the Central

Government to use material of make of that country as per Government of India Cross Border Policy. As a result, the Petitioner, had no choice but to go for one vendor out of the only two vendors in the country namely M/s. Siemens and M/s. GE whose lead time regarding development of GIS is 7-8 months post the approval of drawings and award of specification, General Arrangement (GA), Single Line Diagram (SLD) etc.

4.20 After all the efforts taken by the Petitioner to consult and obtain concurrence from other developers to buy and supply the same make and model of GIS, M/s Siemens was finalized, and purchase work order was placed with M/s Siemens on 12.08.2024.

4.21 On 11.09.2024, GETCO communicated approval of part layout plan and section drawing allocation of 220 KV GIS feeder bays to the Petitioner and other developers.

4.22 Finally on 21.10.2024, approval of complete layout plan, section and SLD drawings was received by the Petitioner for allocation of 220KV GIS feeder bays to M/s. Morjar, M/s. Clean-Max, M/s. OPWIND & M/s. Suzlon at 220KV Kalavad GETCO S/S for evacuation of Hybrid (Solar+ Wind) power under option — III.

4.23 It is admitted by the Respondent that the presence of CHINT representative was necessary for opening of the module else the guarantee would be voided.

The Petitioner was bound by the Government of India Cross Border Procurement Policy as well as the OEM vendor list for GIS maker issued by GETCO. While the Petitioner was trying to abide by the same, it was putting an unusual financial burden on the Petitioner and, therefore, the Petitioner had to resort to GETCO, being the Transmission Utility, to interfere in the same.

- 4.24 That GETCO failed to interfere with regard to unreasonably high price quotation by Chint and turned down the Petitioner's request to consider Chint as the GIS maker. Thereafter, the Petitioner, being left with no other option and while acting in a diligent manner, conducted the inspection by the Chint representative on 16.01.2025 and accordingly, the specifications were taken in order to enable Siemens to continue its work as the GIS make OEM Vendor as per the approved OEM vendor list of GETCO.
- 4.25 It has already been held by this Commission in its order dated 17.06.2025 in Cleanmax Vayu Private Limited vs. GETCO that this delay in approval of vendor for GIS system is an unforeseen event.
- 4.26 Therefore, on this ground, the Petitioner seeks an extension of 306 days for the unforeseen event from 10.11.2023 (when petitioner requested for a forced shutdown) to 11.09.2024 (when part layout plan was received from GETCO).

4.27 That the condition for submission of Common Drawing Approval was imposed by the Respondent by way of Meeting dated 22.02.2024. That the Petitioner, acting in consonance with the same, tried to co-ordinate with other players sharing the common approval including Morjar, Cleanmax and Suzlon. That the co-ordination between the four RE developers took time since Cleanmax and Suzlon were way ahead in their project as compared to Morjar and the Petitioner and the co-ordination between the four players for preparation and submission of Common Drawing Approval caused unintentional and unforeseen delay on the part of the developers including the Petitioner.

4.28 GETCO imposed this additional condition on the developers for obtaining a common drawing approval. Since all the developers were interdependent on each other, there was practical difficulty in coordination and obtaining relevant information, which led to delays. There have been situations when one of the developers didn't respond the other could not proceed with its work.

4.29 That in the meeting dated 22.02.2024, the Petitioner could not have anticipated the delay which could have been caused due to co-ordination between the four developers and therefore, the same could not have been objected by the Petitioner at the time of the meeting.

- 4.30 That the Respondent was aware of the fact that as part of the Terms and Conditions of purchase from Siemens, the buyer i.e. the Petitioner was required to make the drawing submission within 4 weeks from the receipt of purchase order and technical input. Additionally, the drawing approval was required to be submitted within 15 days of drawing submission. It is submitted that after the receipt of drawing approval (along with manufacturing clearance) Siemens would require at least 7-8 months to deliver the 220 KV GIS bay.
- 4.31 That it was clear from the above conditions that the vendor would not start manufacturing of GIS till the drawing approval was received. This factor was further adding to the delay in completion of the project within the requisite timeline. That the Respondent, even after being aware of the pre-conditions for delivery of 220 KV GIS Bay by Siemens, went ahead and imposed the condition subsequent of common drawing approval by way of meeting dated 22.02.2024.
- 4.32 The connectivity regulation or the detailed procedure does not require submission of any such common drawing approval.
- 4.33 The Respondent itself submitted that other developers were also facing similar issues with respect to the common drawing approval and the same was in the knowledge of the Respondent.

- 4.34 That the issues faced by the Petitioner during the preparation of common drawing approval were unforeseen and project & developer specific and therefore, it will not be wise to compare with same with other developers. Additionally, the same has been substantiated by the Petitioner by way of Letter dated 27.05.2024 wherein Morjar as well as Opwind had sent a common drawing approval to GETCO on behalf of Morjar and OPwind and duly communicated to the Respondent regarding issues which will be faced by the Petitioner and Morjar in case they are required to submit the common drawing approval along with other two players as well.
- 4.35 The Respondent submitted that the Petitioner has not substantiated on the issue of co-ordination with other developers. However, the issues be faced by the Petitioner in submitting the Common Drawing Approval on behalf of 4 RE developers were duly communicated to the Respondent vide letter dated 27.05.2024.
- 4.36 This Commission has already held that the requirement of obtaining a common drawing approval is an additional condition imposed on the developer's granted connectivity at Kalavad S/s. It has categorically recorded that all the developers were interdependent on each other, there may be practical difficulty in coordination and obtaining relevant information, which led to delays.

4.37 Hence, the Petitioner prays for an extension of 107 days on this ground for the unforeseen event from 27.05.2024 (when the petitioner along with other players applied for common drawing approval) to 11.09.2024 (when part layout plan and common drawing approval was approved by GETCO).

4.38 That the Respondent, has fairly substantiated on the Bay Swapping which was going on as under:

- a) 12.09.2023: Molar-OPwind-Suzlon
- b) 22.11.2023: OPwind-Suzlon-Molar
- c) 22.12.2023: Mojar-OPwind
- d) 22.02.2024: Molar-OPwind-Suzlon-Cleanmax
- e) 09.08.2024: Molar-OPwind-Cleanmax-Suzlon

4.39 When the connectivity granted to Morjar was revoked on 16.09.2023, the construction work of the bay allocated to the Petitioner came to a standstill. It was only after the interim order was granted by the Hon'ble Gujarat High Court in Application No. 18685 of 2023 that the Petitioner was granted Bay-1 by way of meeting dated 22.11.2023. However, the Petitioner was again placed at Bay-2 after the meeting dated 22.12.2023. During the meeting held on 22.02.2024, the earlier KOMs dated 12.09.2023 and 22.11.2023, wherein the bay numbers were allotted to the developers, were held void. Therefore, even though GETCO might not have issued any letter

to stop the work; all the bay swapping and the uncertainty due to revocation of connectivity of Morjar lead to certain difficulties which were faced by the Petitioner in completion of infrastructure and led to considerable amount of delay not attributable to the Petitioner.

4.40 Therefore, on this ground, the Petitioner seeks an extension of **332** days for the unforeseen event from 12.09.2023 (when the bay was allocated in first KoM dated 12.09.2023) to 09.08.2024 (when the bay allocation was finalized).

4.41 It is submitted by the Respondent that the Detailed Procedure for Grant of Connectivity as well as the GERC (Terms and Conditions of Intra-State Open Access) Regulations, 2011 does not involve the provision for Force Majeure or grant of extension. Therefore, it is submitted by the Petitioner that it is important to invoke the inherent power of the Hon'ble Commission for the same.

4.42 It is submitted that the Petitioner has given a detailed submission of the events which lead to delay in bay construction and will further lead to delay in commissioning of evacuation system. That the reasons for delay substantiated by the Petitioner proves beyond doubt that the delay caused was due to unforeseen reasons beyond the control of the Petitioner and

therefore, the Petitioner must be granted extension in the interest of justice.

4.43 The additional requirements imposed by GETCO have already been considered as reasons beyond the control of the developers, by this Commission in its order dated 17.06.2025.

4.44 The delay caused in construction of Bay is attributable to unforeseen reasons. It is further submitted that the Petitioner will suffer from irrevocable damage if the extension is not granted especially when the delay caused was not intentional but attributable to unforeseen reasons.

4.45 The Petitioner has given a detailed submission of the events which lead to delay in bay construction and will further lead to delay in commissioning of evacuation system.

4.46 In terms of the Tariff Order, the Commission is empowered to extend the Commissioning of the evacuation system on the ground of unforeseen reasons. The Respondent, by way of its reply to the present Petition, has relied on the parameters of Force Majeure to submit that plea of Force Majeure must be narrowly construed. However, in terms of the Applicable Law (i.e. Tariff Order), this Commission can extend the commissioning even on occurrence of unforeseen reasons. The test of Force Majeure is much stricter as compared to the test of Unforeseen Reasons. The Petitioner has

relied upon the principle of Force Majeure to demonstrate that the Petitioner's case is also covered under a much stricter parameter (Compared to requirements to be made in terms of the Tariff Order).

4.47 Section 56 of the Indian Contract Act, 1872 provides that an agreement to do an act impossible in itself is void.

4.48 The activity of Transmission is a regulated Act. The Detailed Procedure as well as the Tariff Orders are binding on both the Transmission Licensee as well as the Generators even if the contract says otherwise. It is further submitted that this Commission has itself inserted a relief clause on occurrence of unforeseen reasons and therefore, the same cannot be negated by the Respondent.

4.49 That the temporary Bay arrangement entered between the Petitioner and Respondent was granted till 31.03.2025. That since the Petitioner failed to construct its Permanent Bay on account of unforeseen reasons, the rest of the work with respect to commissioning of the evacuation project will be stranded in absence of access to the Respondent's Temporary Bay.

4.50 That this Commission, at the time of granting interim reliefs in similar matters, have held that since GETCO does not have any other use planned for such bays and therefore, GETCO should allow the developer to use the temporary bay until the same is required by GETCO for any other purpose.

In any way whatsoever, if the timeline is surpassed by the Petitioner, the Respondent will be entitled to recover transmission charges from the Petitioner. The Respondent in the present case has failed to demonstrate any alternative use for the temporary Bay granted to the Petitioner. The delay in construction of the Permanent Bay was not attributable to the Petitioner and therefore, in the interest of Justice, the respondent should allow the Petitioner to use the Temporary Bay till the construction of Permanent Bay or till commissioning of the evacuation system.

4.51 As per GETCO's procedure for Connectivity Procedure approved by GERC, the Petitioner is under an obligation for commissioning 10% of the allocated capacity within 1 month from the date of charging of evacuation line. The rest 90% of the capacity is to be commissioned within 2 years from the date of charging of evacuation line. The evacuation line was charged along with metering on existing bay of GETCO on 11.11.2024 and the 10% capacity was to be commissioned within one month i.e. on or before 10.12.2024. The Petitioner, in compliance with the same, was able to commission 10% of the allotted capacity on 28.11.2024 and the rest 90% of the capacity is to be commissioned before 10.11.2026.

4.52 That Para 3.9 of the Tariff order states that the Wind-Solar Hybrid Power Project Developer shall commission 10% of the allotted capacity within one

month of charging the evacuation line and the balance 90% capacity must be commissioned within one year of charging of evacuation line. Even if the Tariff Order is considered over the Detailed Procedure, the Petitioner still has time till 10.11.2025 to commission the entire capacity as against GETCO's letter dated 18.02.2025.

4.53 That there is no other timeline given which comes under the scope of "*or as per timeframe stipulated above*" and therefore, the timeline given under the Detailed Procedure must be applicable in the present case.

4.54 That, the timelines given under the Connectivity Procedure are to be read in their literal sense and cannot be interpreted in a manner that puts the Petitioner in a difficult position even after acting in a bona-fide manner and adhering to the established procedure. Therefore, the Respondent cannot unilaterally restrict the right of the Petitioner by acting in contravention with the established Connectivity Procedure.

4.55 That since the Detailed Procedure is formed under the GERC (Terms and Conditions of Intra-State open Access) Regulations, 2011, therefore, the same falls under the concept of Delegated legislation.

4.56 Whenever a timeline is provided under a delegated legislation, procedure or a quasi- judicial order, it is understood that the timeline has been mentioned keeping in mind that reasonable time must be given to an

individual or an entity to complete a particular task while making sure that the timeline is not for a long time leading to delay in completion of the process. When the connectivity procedure and the tariff order provide for 2 years and 1 year respectively for commissioning of the plant post charging of the evacuation line; it is a logical understanding that it is not possible for the petitioner to commission the entire capacity within 4 months from the date of charging of evacuation line i.e. till 11.03.2025.

4.57 The Connectivity Procedure as well as the tariff order of this Commission are binding upon the Respondent in furtherance of which, the Respondent cannot invoke the bank guarantee of the petitioner or cancel the connectivity before the timeline stipulated under the same is expired. However, the Respondent has taken the liberty to interpret such provisions as it desires and has sent a communication to the Petitioner to commission within merely four months from the date of charging of evacuation line instead of 2 years as given under the Connectivity Procedure. The Respondent is trying to do something indirectly which is not permitted under the said Connectivity Procedure.

4.58 That even though the Petitioner may not be allowed the extension merely on the basis of it being a renewable energy developer, but it must be allowed

the extension on the basis of delay caused due to unforeseen reasons beyond the control of the Petitioner.

5. Ld. Advocate Shri Aditya Singh on behalf of the Petitioner has reiterated the submissions made in para 2 and 4 above and argued further as under:

- (i) He argued that the Petitioner is seeking extension of time period for construction of the evacuation infrastructure till 31.12.2025 and for use of spare 220 kV bay at 220 kV Kalavad S/s on temporary basis until 31.12.2025 and; for granting an extension of time till 31.12.2025 for construction of evacuation infrastructure and bays at 220 kV Kalwad S/s and; for granting the time to the Petitioner for commissioning of the entire capacity of 25 MW of Wind- Solar Hybrid Power at 220 kV Kalavad S/s as per procedure for “Grant of Connectivity to Projects based on Renewable energy sources to Intra-state Transmission system” issued by GETCO.
- (ii) He argued that the Petitioner is developing a 100 MW hybrid & 50 MW wind power project at village-Nagpur, Ta- Kalwad, Dist- Jamnagar at 220 kV level with 220 kV Kalavad substation of Respondent GETCO.
- (iii) He argued that the Petitioner applied for the grant of Stage-I and Stage-II connectivity in 6 parts i.e. 100 MW (25 +25 +25 +25) MW

Hybrid & 50 MW (25 + 25) MW Wind power seeking grant of connectivity for 25 MW each. The Respondent granted Stage-II connectivity of 25 MW + 25 MW + 25 MW on 30.06.2023, (25 MW + 25 MW) on 28.12.2023 and 25 MW on 12.03.2024.

(iv) He argued that the Petitioner had applied to the Energy & Petrochemicals Department, Government of Gujarat for approval under Section 68 and Section 164 to install 220 kV S/C Overhead line between OEPL's Wind Solar Hybrid Farm Pooling substation at village Nagpur, Ta-Kalwad, Dist-Jamnagar, upto 200 kV Kalavad substation of GETCO for an approximate line length of 8.144 KM. This was duly approved by the Energy Petrochemicals department, Government of Gujarat on 26.10.2023.

(v) The progress in the project of the Petitioner was substantially and adversely impacted due to occurrence of following uncontrollable and unforeseeable events tantamount to force majeure events which delay the completion of the construction work and achieving the SCOD of the project, viz.:

- (i) Delay due to requirement of GIS make
- (ii) Delay due to requirement of Common drawing approval
- (iii) Delay due to bay allocation and swapping.

(vi) He argued that as regards the requirement of GIS make, the Respondent granted Stage-II connectivity of 25 MW + 25 MW + 25 MW on 30.06.2023. On 28.07.2023 Respondent GETCO issued the estimate to be deposited against the supervision charges for the said connectivity which was paid by the Petitioner on 24.08.2023. The first kick-off meeting was called by the Respondent GETCO for the allocation of bay to the different applicants. The Petitioner requested the Respondent GETCO for the approved vendor list for development of the evacuation system including GIS. On 25/30.09.2023 the Respondent GETCO issued the approved makes for all items including the GIS make. M/s Shrinathji Electricals was approved as the contractor for erection of structure and equipment and the list indicated Siemens as the only vendor for GIS bay. The Petitioner approved Siemens for the GIS make, since the existing GIS make of the GETCO substation was made by M/s Chint Electric, the Petitioner was required to obtain the specifications, sizes and measurement of the existing GIS so as to integrate a different make GIS and suitably design the adapter. On 10.11.2023 an email was sent by the Petitioner to GETCO requesting for a scheduled outage to enable it to take the measurement and specifications. The

Respondent itself on 23.11.2023 sent an email to M/s Chint Electric for the scheduled shutdown and deployment of its staff at the substation on 30.11.2023. M/s Chint Electric shared a fee quotation for deployment of its staff for supervision during shutdown. The Petitioner on 28.11.2023 wrote an email to GETCO that the fee quote given by M/s Chit Electric is very high only for deployment of a person when the GIS system is still under warranty. The Petitioner on 12.02.2024 and 02.03.2024 requested GETCO to allow it for existing GIS make vendor i.e. M/s Chint Electric for development & construction of bay. On 02.04.2024 GETCO denied this request of the Petitioner to engage existing vendor of GETCO for development of GIS at Kalavad substation due to restriction of Central Government to use material of make of that country as per the provision of Cross- Border Policy. Further, the Respondent mandates selection of common vendor for Bay works at the Respondent S/s led to delay in construction of Bay work. Moreover, delay in manufacturing and supply of material by such vendor, lead to delay which is unforeseen reason and qualify as beyond the control of the petitioner and qualify for grant of extension in time limit of transmission system works.

(vii) With respect to requirement of common drawing approval he submitted that on 22.02.2024, in another kickoff meeting with other generators and GETCO for the bay allocation at the 220 kV Kalavad S/s, it was directed by the GETCO that all developers have to submit common drawings jointly for common approval. This meeting declared the earlier MOM dated 12.09.2023 and 22.11.2023 as null and void. This led to further delays in the construction work. On 22.05.2024 the Respondent, GETCO, sent a letter to all the four generators at the 220 kV Kalavad S/s seeking for submission of common drawing for approval of GETCO. On 27.05.2024 M/s. Morjar and M/s. OPwind applied to GETCO for joint approval for common drawings. The Petitioner communicated that coordination with other two developers i.e. M/s. Cleanmax and M/s. Suzlon Energy Ltd. was an impediment as their work was undertaken already much ahead of the other developers. This continuous change of requirement in relation to common drawing approval further led to delay in bay construction. The Respondent on 11.09.2024 communicated approval of part layout plan and section drawing allocation of 220 kV GIS feeder bays to the Petitioner and other developers.

- (viii) With respect to the delay in construction due to bay swapping and bay allocation, he argued that on 12.09.2023 the bay allocated was (1) M/s. Morjar, (2) M/s. OP Wind (3) M/s. Suzlon.
- (ix) On 16.09.2023 the connectivity granted to M/s. Morjar for 200 MW was revoked consequently, the construction work of the bay allocated to it by GETCO came to a standstill. It was only after the interim order granted by the Hon'ble Gujarat High Court in Application No. 18685 of 2023 the Petitioner was granted Bay by way of meeting dated 22.11.2023. The Petitioner was again placed at Bay -2 after meeting dated 22.12.2023. During the meeting held on 22.02.2024, the earlier MOMs dated 12.09.2023 and 22.11.2023 wherein the bay numbers were allotted to the developers were held void. On 09.08.2024 the bay allocation was finalized with a sequence (1) M/s. Morjar (2) M/s. OP Wind (3) M/s. Cleanmax (4) M/s. Suzlon. Therefore, on ground of Bay swapping and other grounds, the Petitioner seeks an extension of 332 days for the unforeseen event from 12.09.2023 to 09.08.2024.
- (x) He further argued that the Petitioner and M/s. Morjar jointly vide letter dated 06.12.2024 written GETCO regarding progress on permanent bay allocated and extension of temporary bay usage.

(xi) He also relied upon the Order of the Commission in Petition No.2401 of 2024 in case of Cleanmax Vayu Ltd. v/s GETCO and Petition No.2465 of 2025 in case of Morjar Ltd. v/s GETCO wherein the Commission has decided the issue of selection of vendor for GETCO substation and common drawing which were directly applicable in this case also.

6. Learned Advocate Shri Anish Bajaj on behalf of the Respondent has reiterated the submissions made in para 3 above. He further argued as under:

(i) He argued that the references are made to GETCO approved vendors. While the vendors are approved by GETCO for safety aspect, the same are selected by the Petitioner and it is Petitioner who has to deal with such vendors and ensure that the delivery is done in time. It is not in any manner the responsibility of the Respondent GETCO to deal with the vendors on behalf of the Petitioner. While GETCO may bona fide assist the Petitioner or any other Stage-II Grantee, there can be no claim on GETCO due to any such issues with the vendors.

(ii) The Petitioner was to approach CHINT for necessary coordination and bear any costs thereof. While GETCO wrote to CHINT in regard

to the date etc, the cost has to be borne by Petitioner and GETCO cannot be involved in negotiation of the cost. The Petitioner is proceeding on basis that cost quoted by CHINT was too high but that is between the Petitioner and CHINT. The Petitioner has submitted that the site visit by the CHINT representative could not take place on account of the fees not being paid by the Petitioner. The allegation of shutdown of the substation not being done by GETCO to enable the Petitioner to take the measurements is not correct, where the presence of the CHINT representative was necessary and the Petitioner had not paid the fee for the visit by the CHINT representative in the first place.

- (iii) The delay alleged by the Petitioner in GETCO responding to the request of the Petitioner to engage M/s CHINT Electric is not of any consequence as the same could not be approved owing to the policy of the Government of India and the said fact was known to the Petitioner. The real reason in finalizing the contractor for GIS bay is nothing to do with GETCO. The Petitioner is seeking to rely on alleged issues with CHINT when it had finalized the GIS Supplier only on 12.08.2024 and therefore the Petitioner had not paid the fees to CHINT. There is delay by the Petitioner in paying the fees of

the CHINT representative and finalizing the contractor. The Petitioner finalized the GIS supplier only on 12.08.2024. There is no absolutely no reason when the Petitioner had known in 2023 itself that there was a need for another Vendor. Further the Petitioner had apparently approached CHINT and the schedule was given in November 2023 itself. The Petitioner went ahead with applying for further connectivity with full knowledge.

- (iv) The cost to be paid for the CHINT representative to visit the substation being allegedly financially burdensome cannot be a ground for extension of the time limit for construction of the evacuation substation. It is not the obligation of GETCO to deal with any issues with respect to fee to be paid to the CHINT representative.
- (v) The Petitioner has not provided the details of actual inspection or otherwise whether it had agreed to pay the charges as per CHINT schedule given in November 2023 itself.
- (vi) The visit by CHINT in case of Morjar was done on 27.06.2024. In the present case, the inspection has been carried out only on 16.01.2025, after which the Petitioner could instruct Siemens to

carry out its scope of work. Therefore, it is clear that the time taken was by the Petitioner itself.

- (vii) The reliance placed by the Petitioner on the decision dated 17.06.2025 in Petition No. 2401 of 2024 is not entirely correct. In the present case, the delay is by the Petitioner in first finalizing the supplier, then paying the for the CHINT representative. The Petitioner is solely responsible for such delay.
- (viii) The Petitioner and the other three developers had agreed to provide common drawing. Any fault on the part of the Petitioner to anticipate such a delay cannot be ground for extension. It was open to the Petitioner to raise any apprehensions at the Meeting dated 22.02.2024. Mere allegations are not sufficient.
- (ix) The Petitioner has issued to the Letter of Award on 27.09.2023 but the Petitioner has placed the work order only on 12.08.2024. SIEMENS Ltd. could only continue the work after visit by the CHINT representative which was only on 16.01.2025 which was due to delay in payment of fees by the Petitioner.
- (x) He further argued that the Petitioner is seeking extension till 31.12.2025 or completion whichever is earlier on the basis of three alleged aspects i.e. (i) Delay due to requirement of GIS make Bay

(ii) Delay due to requirement of Common drawing approval (iii)
Delay due to bay allocation and swapping.

(xi) He argued that as regards delay due to requirement of GIS make – issues in regard to CHINT is concerned, the Petitioner was well aware of the Cross Border Policy and the requirement of another vendor in regard to GIS module. The Petitioner was well aware of the requirement of another vendor and the requirement of adapter, and this was even before the grant of State-II connectivity on 28.12.2023. Further this was also clear from the meeting on 22.02.2024. The Petitioner on 12.02.2024 and 02.03.2024 requested to consider CHINT which was duly rejected due to Cross Border Policy on 02.04.2024. He further submitted that it was the Petitioner who was to approach CHINT for necessary coordination and bear any costs thereof. While GETCO wrote to CHINT in regard to the date etc. the cost has to be borne by the Petitioner and GETCO cannot be involved in negotiation of the cost. The Petitioner is proceeding on the basis that cost quoted by CHINT was too high but that is upto the Petitioner and CHINT.

(xii) As far as issue of delay connected with Common drawing approval is concerned, he submitted that in order to accommodate 4 bays in

the available space and considering its integration with the existing CHINT make GIS bay, it was technical requirement to have same make GIS in order to avoid requirement of adapter panel in between different make GIS. In case of different make, more space be required towards need of adapter to connect the different make GIS bay. Considering the same make GIS, approval of common drawing was envisaged. He further submitted that the above was decided in meeting on 22.02.2024 wherein all the developers were present and had participated and agreed to the arrangement. No issue had been raised on common drawings or the common make and further on any issue in coordination. He further referred the minutes of kick of meeting dated 22.02.2024.

- (xiii) He further submitted that GSLD & GA of GIS drawing was submitted to GETCO on 30.08.2024, which was approved by GETCO on 12.09.2024. The Lay out drawing was submitted to the GETCO on 23.08.2024 and 30.09.2024 which was approved by GETCO on 11.09.2024 and 21.10.2024. The LCC was submitted to GETCO on 18.09.2024 which was approved by the GETCO on 07.10.2024.
- (xiv) He further argued that as regards delay in construction due to bay swapping and bay allocation is concerned, initially bay sequence

was considered as M/s. Morjar, M/s. OP Wind and M/s. Suzlon in 2023. When M/s. Morjar's connectivity was cancelled, though the capacity was spare, there were interim order vide order dated 23.10.2023 by the Hon'ble High Court of Gujarat. In the minutes of meeting dated 22.11.2023 the bay sequence was considered as M/s. OP wind- M/s. Suzlon- M/s. Morjar under interim Orders. After order dated 22.12.2023 by the Hon'ble High Court and the capacity allocated to M/s. Morjar being cancelled, fresh connectivity was granted on capacity including to M/s. Morjar and M/s. OP wind. In the meeting dated 22.02.2024 the bay sequence was decided as M/s. Morjar, M/s. OP Wind, M/s. Suzlon and M/s. Cleanmax. He submitted that all times, the bay sequence was agreed to by all developers and no objections were received. He further submitted that the Petitioner is claiming that the construction activity of bay was stopped due to the issues with M/s. Morjar, at this time, the Petitioner was writing to GETCO and CHINT for visit to sub-station etc.

- (xv) He argued that in regard to aspect of the temporary bay is concerned, the Petitioner was granted connectivity at the 220 kV Kalavad sub-station and its right to such connectivity is subject to

the conditions, including construction of the evacuation line within time. The GETCO had considered the arrangement, based on various consideration and subject to various conditions, however this cannot be considered as a right of Petitioner. He further submitted that the arrangement was purely temporary arrangement and only for a specific period and had a firm timeline. He further argued that undertaking was submitted from time to time by the Petitioner.

7. Heard the parties. The present Petition has been filed by the Petitioner, M/s. OP Wind Energy Pvt. Ltd. seeking the Commission's indulgence to consider various events/factors that have affected the construction of evacuation infrastructure and bays at 220kV Kalavad Substation being developed by the Petitioner in the State of Gujarat, as force majeure event(s) and beyond control of the Petitioner and as a consequence thereof, prayed to this Commission to issue such appropriate directions to the Respondent for extending the timeline for usage of the temporary bay allotted to the Petitioner till 31.12.2025 on temporary basis.

7.1 The facts which are undisputed between the parties are as under:

- a) The Petitioner, OP Wind Energy Pvt. Ltd. is developing a 100 MW (25 +25 +25) MW Hybrid & 50 MW (25 + 25) MW Wind Power Project

village-Nagpur, Ta- Kalvad, Dist- Jamnagar at 220 kV level with 220 kV Kalavad substation of Respondent GETCO.

- b) The Commission vide order dated 07.01.2023 issued the procedure for Grant of Connectivity to projects based on Renewable sources to Intra-State Transmission System.
- c) The Commission on 22.02.2024 issued an order for *'Tariff framework for procurement of power by Distribution Licensees and Others from Wind -Solar Hybrid Power projects including Storage, if any, for the State of Gujarat'* to be applicable for wind solar Hybrid power projects which were commissioned post 19.06.2023.
- d) The Petitioner applied for the grant of Stage-I and Stage-II connectivity in 6 parts i.e. 100 MW (25 +25 +25 +25) MW Hybrid & 50 MW (25 + 25) MW Wind power seeking grant of connectivity for 25 MW each.
- e) The Respondent granted Stage-II connectivity of 25 MW + 25 MW + 25 MW on 30.06.2023, (25 MW + 25 MW) on 28.12.2023 and 25 MW on 12.03.2024.
- f) The Respondent on 31.07.2024 allowed the Petitioner to use temporary bay till 31.12.2024.

- g) The Petitioner on 06.12.2024 further requested GETCO to extend the timeline for usage of bays allotted to the Petitioner until completion of its permanent bay.
- h) GETCO on 02.01.2025 extended use of temporary bay till 31.03.2025.
- i) The Respondent on 08.04.2024 issued a letter for provisional estimate of supervision charges.
- j) The Petitioner and the Respondent GETCO entered into a connection agreement on 04.05.2024.
- k) On 05.08.2024 Pooling substation was energized and charged.
- l) The evacuation meter was actually charged on 11.11.2024 the existing bay of the Respondent.
- m) The Petitioner has submitted the bank guarantees (1) 07.03.2025 of amount of Rs. 75,00,000/- which is expiring on 19.08.2025 with claim period until 19.08.2026 (2) dated 27.02.2025 of amount of Rs. 1,25,00,000/- which is expiring on 19.08.2025 with claim period until 19.08.2026. (3) dated 27.02.2025 of amount of Rs. 75,00,000/- which is expiring on 19.08.2025 with claim period until 19.08.2026 (4) dated 18.10.2023 of amount of Rs. 1,25,00,000/- which is expiring on 31.08.2025 with claim period until 31.08.2026 (5) dated 18.10.2023 of amount of Rs. 75,00,000/- which is expiring on 31.08.2025 with

claim period until 31.08.2026 (6) dated 23.02.2024 of amount of Rs. 75,00,000/- which is expiring on 30.11.2025 with claim period until dated 30.11.2026.

n) This allocation of the bay on temporary basis has been further extended to 31.03.2025 vide GETCO's letter dated 02.01.2025. In response to the same, the Petitioner acknowledged the extension vide its letter dated 04.01.2025 and did submit an undertaking.

7.2 The disputed facts between the parties are as under:

- a) Delay occurred due to requirement of GIS make.
- b) Delay occurred due to requirement of Common drawing approval.
- c) Delay due to bay allocation and swapping.
- d) To allow the Petitioner for Temporary Use of Bay under Stop Gap Arrangement.

8. Now, we deal with the issues one by one which are under dispute between the parties. The petitioner contended that delay occurred due to requirement of GIS make, who carry out the bay work.

8.1 The existing GIS make of the GETCO substation was made by M/s Chint Global, the Petitioner was required to obtain the specifications, size and measurement of the existing GIS so as to integrate a different make GIS and suitably design the adapter. This specification could only be obtained

during a shutdown of the existing substation to take the measurements. Therefore, on 10.11.2023 an email was sent by the Petitioner to GETCO requesting for a scheduled outage to enable it to take the measurements and specifications.

- 8.2 On 27.11.2023, M/s Chint shared the fee quotation for deployment of its staff for supervised forced shutdown. However, the price quoted by M/s Chint Electric was very high only for deployment of a person for the Petitioner to obtain specifications of the existing GIS make.
- 8.3 The Petitioner requested GETCO on 28.11.2023 to intervene in the matter. However, even after following up email on 29.11.2023 there was no response from the Respondent.
- 8.4 The Petitioner vide its letter dated 12.02.2024 requested GETCO for approval to engage existing OEM vendor of GETCO i.e., M/s Chint Electric.
- 8.5 On 02.04.2024, GETCO denied the request of the Petitioner to engage existing vendor of GETCO for development of GIS at Kalavad Substation due to restriction of the Central Government to use material of make of that country as per Government of India Cross Border Policy.
- 8.6 On 11.09.2024, GETCO communicated approval of part layout plan and section drawing allocation of 220 KV GIS feeder bays to the Petitioner and other developers.

- 8.7 The Petitioner seeks an extension of 306 days for the unforeseen event from 10.11.2023 (when petitioner requested for a forced shutdown) to 11.09.2024 (when part layout plan was received from GETCO).
- 8.8 Per contra the Respondent submitted that the Petitioner was well aware of the requirement of another vendor and the requirement of adapter and this was even before the grant of State-II connectivity on 28.12.2023. Further this was also clear from the meeting on 22.02.2024. The Petitioner on 12.02.2024 and 02.03.2024 requested to consider CHINT which was duly rejected due to Cross Border Policy on 02.04.2024.
- 8.9 The Petitioner was to approach CHINT for necessary coordination and bear any costs thereof. While GETCO wrote to CHINT in regard to the date etc. the cost has to be borne by the Petitioner and GETCO cannot be involved in negotiation of the cost. The Petitioner is proceeding on the basis that cost quoted by CHINT was too high but that is upto the Petitioner and CHINT.
- 8.10 We note that the Petitioner has contended that the challenges faced by the Petitioner to deal with approved vendor of the Respondent who had constructed bay for the GETCO at 220 kV Kalavad S/s. The Petitioner contended that the Petitioner is under obligation to create its own GIS bay at Respondent 220 kV Kalavad S/s. The said work needs to be carried out

by the vendor who is approved by the GETCO and capable of carrying out such type of work.

8.11 As per the conditions stipulated under connectivity granted by the Respondent GETCO, the Petitioner required to construct transmission system from its plant to GETCO s/s and also construct permanent bay at GETCO S/s. It is undisputed fact that at Respondent GETCO S/s there is existing 220 kV bay created by the Respondent of GIS for its own use and the same bay is spare also.

8.12 The Petitioner who has an obligation to construct and operate its own bay at GETCO S/s needs to match and connect with existing GIS bay of the Respondent. However, the said work is having various challenges led to consume some time to resolve the issues arising during said work which are stated below:

- (i) The GIS system existing at Respondent GETCO substation is made of M/s Chint Global.
- (ii) The Government of India has framed Cross Border Policy under which the aforesaid vendor M/s Chint is unable to carry out the work.
- (iii) The connectivity granted to the Petitioner was on a GIS (Gas Insulated Substation) in which the Petitioner was required to make

a GIS based system. Such GIS based system is more complicated system as compared to an AIS (Air Insulated Substation) and needs precision for its synchronization with the existing GIS system. Any change in the make mode which may lead to change in size, specification would then have to be connected using a separate adapter which is not generally recommended in the interest of grid safety.

- (iv) As the existing GIS make of the GETCO substation was made by M/s Chint Electric, the Petitioner was required to obtain the specifications, sizes and measurement of the existing GIS so as to integrate a different make GIS and suitably design the adapter.
- (v) The specification could only be obtained during shutdown of the existing substation to take the measurement.
- (vi) On 10.11.2023 an email was sent by the Petitioner to GETCO requesting for a scheduled outage to enable it to take the measurements and specification. The said email is reproduced below:

“

*From: Dipen Joshi | Opera Energy <dipenijoshi@operaenergy.in
Sent: 10 November 2023 09:06*

To: 'DE Tech TR. Div. Jamnagar' <detech1trjamnagar.getco@gebmail.com>; eeconstjam.getco <eeconstjam.getco @gebmail.com>; desdnjamgetco@gebmal.com

Cc: jamnagarcr220ss.getco@gebmail.com; SE Jamnagar <setrjmn.getco@gebmail.com> jamnagar rldo@gebmail.com; V R. Patel <decomm.getco@gebmail.com>; Himanshu Desai <himanshu.desai72@gmail.com>; Amit | Opera Energy <amit@operaenergy.in>; nep@windplus.in: eeconstjam.getco <eeconstjam.getco@gebmail.com>; 'EE TR Jamnagar <eetrjamnagar.getco@gebmail.com>; dejamnagar220.getco@gebmail.com: je2jamnagar220.getco@gebmail.com, je1jamnagar220.getco <je1jamnagar220.getco@gebmail.com>; detech1trjamnagar.getco@gebmail.com; seengg getco <seengg.getco@gebmail.com>; eerc.getco@gebmail.com; pankajkumar.petel@siemens.com; Himanshu Desai <himanshu.desai72@gmail.com>

Subject: Opwind II 220 KV Kalavad GIS II Outage required for the Adapter Measurement

Importance: High

Respected Sir,

Wishing you a Happy Diwali and New year to you and your family !!!!!

We, OPWIND Energy Pvt. Ltd. Secured 75MW (each 25MW -3 Projects) connectivity from 220KV Kalavad GETCO SS and 50MW (each 25MW-2 Project) are in stage 02 in process under GETCO. The details of our projects are given below

1. GETCO Estimate Letter-GETCO/R&C/RE/2202 Dt. 26.07.23
25MW Wind Captive

2. *GETCO Estimate Letter-GETCO/R&C/RE/2221 Dt. 28.07.23
25MW Hybrid Captive*
3. *GETCO Estimate Letter-GETCO/R&C/RE/2201 Dt. 26.07.23
25MW Hybrid TP*
4. *GETCO Stage 01 letter-GETCO/R&C/STAGE1000438 Dt.
30.09.23 25MW Hybrid Captive*
5. *GETCO Stage 01 letter-GETCO/R&C/STAGE1000436 Dt.
30.09.23 25W Wind Captive*

in this regard, by considering our 75MW current project 50 MW under GETCO process plus considering the sharing infrastructure MW capacity with developers on the same bay, hereby we required the outage for above measurement Adapter between the CHANT make to Siemens Make at 220 KV Kalavad GIS.

Outage Requested Date: 30th November 2023.

So hereby kindly request you to provide us the outage on above date to execute, accordingly we shall inform to SIEMENS team.

We sincerely require your support and cooperation.

Thanks, and regards.

Dipen Joshi

CEO- Project and O&M

8320354771

dipenjoshi@operaenergy.in

.....”

(vii) The Respondent on 30.11.2023 sent an email to M/s Chint Electric for the Scheduled Shutdown and deployment of its staff at the substation considering the GIS substation was still under warranty.

(viii) M/s Chint Electric on 27.11.2023 shared a fee quotation for deployment of its staff for supervision during shutdown. The price

quoted by M/s Chint Electric was very high only for deployment of a person for the Petitioner to obtain specifications of the existing GIS make. Such charges could not be paid, and the petitioner requested for GETCO's intervention. Consequently, shutdown could not take place, and the measurement could not be taken. As per the agreement between the Respondent and M/s Chint, in order to obtain specifications of the existing GIS it was mandatory to do the same in the presence of a Chint executive. In absence of the same, the warranty clause with respect to GIS would become void. Therefore, it was because of the said clause, GETCO required the Petitioner to ensure the presence of Chint during the outage. Since GETCO mandated such additional conditions, it was GETCO's responsibility to arrange for the forced outage to enable the Petitioner obtain specifications.

- (ix) The Petitioner vide email dated 28.11.2023 and 29.11.2023 requested the Respondent to intervene in the matter but there was no response from the Respondent.
- (x) With the intention of better synchronization, grid safety and ease of integration and fast installation, the Petitioner on 12.02.2024 requested GETCO for approval to engage existing OEM vendor of

GETCO i.e. M/s Chint Electric which had already executed 220 kV system at Kalavad sub-station, for development of GIS system at Kalavad sub-station to enable the Petitioner to initiate the process of finalization of the contract with the vendor to start construction and synchronization activity. The said letter / email dated 12.02.2023 is reproduced below:

“

From: Dipen Joshi | Opera Energy

Sent: 12 February 2024 11:50

To: eerc.getco@gebmail.com, "VR Patel GETCO RAC General

CG: eerc.getco@gebmail.com Amit | Opera Energy; nep(@windplus.in

Subject: Request for permission to install the existing Make GIS module at 220KV GIS Feeder Bay at 220 KV GETCO Kalavad SS for our OPWIND ENERGY PVT.LTD. Projects. Il OPWIND/Bay/24.3MW/01/23-24/01

Respected Sir,

We, OPWIND ENERGY PVT LTD with reference to above subject, It is to inform that, we have obtained connectivity at 220 KV Kalavad substation and for the same we have received below reference estimate also in name of M/s Opwind Energy Private Ltd, we have to evacuate power through single bay at 220 KV Kalavad GETCO sub station project details are as under

- 1. GETCO Estimate Letter-GETCO/R&C/RE/2202 Dr. 26.07.23-25MW Hybrid Captive*
- 2. GETCO Estimate Letter-GETCO/R&C/RE/2221 Dt. 28.07.23-25MW Wind Captive*
- 3. GETCO Estimate Letter-GETCO/R&C/RE/2201 Dt. 26.07.23-25MW Hybrid Third Party*

In accordance with above subject and reference letters, we would like to request you that, Our Project M/s OPWIND Energy Private Limited (24.3 MW) relates to 220 KV Kandhera GIS though 200 KV feeder line.

OPWIND facing the various challenges of the installation of the Siemens/GE make GIS modules.

- 01. Adaptor/coupler between existing make and other makes. Both GE/Siemens are still not able to take dimensions of exiting make end flanges and it is almost six months it is not coming thru.*
- 02. Risk of adaptor performance when different makes are coupled.*
- 03. Lead time for GE/Siemens more than 6 months against Lead time of 2 months by exiting make vendor.*
- 04. Spares can be maintained commonly existing as well as for new bays*

OPWIND requesting to share your kind approval to install the existing make GIS Module Instead of the coupler mechanism with other OEM (Siemens/GE).

Existing make is already approved by GETCO and installed in other GSS also and performance is satisfactory.

The present status of our project as per New RE Policy 2023, G.R. No. REN/e-file/20/2023/0476/81, we are ready to commission the first phase of the 24.3 MW project, which is under the stand-alone policy of 2016.

We request that you approve to install the Existing Make GIS Module and issue us revised Bay estimate. This will be helpful for commissioning our project with the earliest timeline.

We sincerely require your support and cooperation.

Thanks and Regards,

*Dipen Joshi
General Manager-Project and O&M
8320354771
dipenjoshi@operaenergy.in*

.....”

(xi) On 02.03.2024 the Petitioner again requested the Respondent to allow the Petitioner to continue with the existing GIS make OEM vendor i.e. M/s Chint Electric while substantiating on the challenges faced by them in installation of the Siemens/ GE Make GIS modules to GETCO.

(xii) The Petitioner requested to the Respondent that due to difficulties faced in installation of M/s. Siemens make GIS to connect with existing M/s. Chint make GIS allow use of M/s. Chint make GIS which was rejected by the Respondent vide its email dated 02.04.2024 on account of Govt of India Cross Border Procurement Policy. The same is reproduced below:

“.....

From: Dr. A.J. Chavda <acerc.getco@gmail.com>

Sent: Tuesday, April 2, 2024 7:26:04 PM

To:

'soumya.parida@continuumenergy.in' <'soumya.parida@continuumenergy.in'>;

'akshay.dave@continuumenergy.in' <'akshay.dave@continuumenergy.in'>; 'dipenjoshi@operaenergy.in' <'dipenjoshi@operaenergy.in'>;

'amit@operaenergy.in'

<'amit@operaenergy.in'>; 'dilip@operaenergy.in' <'dilip@operaenergy.in'>;

'sankur@suzlon.com' <'sankur@suzlon.com'>; 'shobhit.sharma@cleanmax.com'

<'shobhit.sharma@cleanmax.com'>; 'ashu.gupta@cleanmax.com'

<'ashu.gupta@cleanmax.com'>; 'pintesh.suthar@cleanmax.com'

<'pintesh.suthar@cleanmax.com'>

Cc: stu.getco@gebmail.com <stu.getco@gebmail.com>;

eerc.getco@gebmail.com <eerc.getco@gebmail.com>; 'Hardik

Patwari' <etatomd.getco@gebmail.com>;

seengg.getco@gebmail.com <seengg.getco@gebmail.com>; 'ceengg

getco' <ceengg.getco@gebmail.com>; ceproject.getco@gebmail.com

<ceproject.getco@gebmail.com>; seproject.getco@gebmail.com

<seproject.getco@gebmail.com>

Subject: Use of existing make GIS bay at 400 KV Kalavad S/s

Sir,

This has reference to your representation seeking permission to use existing make GIS bay at 400 KV Kalavad S/s in regard to the connectivity granted to you.

In this regard it is to state that in view of the Govt. of India Cross Border Procurement Policy, your request cannot be granted.

Regards,

Dr. A. J. Chavda,

Chief Engineer (R&C),

GETCO, Corporate office, Vadodara.

Mob. No. 99252 09590,

E-Mail ID: acerc.getco@gebmail.com

.....”

- 8.13 We also note that the Stage-II connectivity granted to the Petitioner and other RE generator/developers are different and distinct from each other. There is no condition that all RE developer/generator shall be required to submit common drawing for GIS system needs to construct and operate at Respondent sub-station. It is qualifying as additional condition imposed by the Respondent. The said condition imposed by the Respondent with consideration of safe and easy operation of GIS system constructed and operated at Petitioner S/s with consideration of technical aspects. The aforesaid condition is qualified as additional condition and delay occurred in fulfilment of aforesaid condition by the Petitioner is qualify for unforeseen reason and also for grant of extension as sought by the Petitioner.
- 8.14 We further note that the respondent has admitted that the presence of Chint representative was necessary for opening of the module else the guarantee would be voided. The Petitioner was bound by the Government of India Cross Border Procurement Policy as well as the OEM vendor list for GIS maker issued by the GETCO which is an additional condition imposed by the Respondent with consideration of safe and easy operation

of GIS system constructed and operated at Petitioner S/s with consideration of technical aspects.

8.15 We note that the requirement of same GIS makes by the respondent delayed the petitioner project on two accounts. (i) The request of the petitioner for allowing CHINT make GIS system at respondent substation which was denied by the respondent on account of cross border procurement policy as well as the OEM vendor list for GIS maker issued by the GETCO (ii) Identifying common vendor of GIS by all connectivity holders.

8.16 We note that the same issue arose in Petition No. 2401 of 2024 in case of Cleanmax Vayu Pvt Ltd. vs GETCO wherein the Commission has passed order dated 17.6.2025 and deliberated issue and decided that the delay in approval of vendor for GIS system is unforeseen reason. The relevant paragraph of the said order is reproduced below:

“13.15 The respondent has also in the kick-off meeting dated 22.02.2024 with the connectivity grantees including the petitioner mentioned regarding the selection of vendor. Further, the developers were asked to procure same make GIS to accommodate available space so that GETCO could accommodate future GIS bays as per requirement and planning of 400/220 KV, 220/66 kV, 2x 220 kV bus-reactors. The relevant portion of the said minutes of meeting are stated below:

“11) All developers shall have to procure same make GIS to accommodate in available space so that GETCO can accommodate future GIS bays as per requirement and planning of 400/220 kV TR#4, 220/660kV TR#4, 2x 220 kV bus-reactors.:

13.16 The various correspondences exchanged between the petitioner and the respondent state that the delay in approval for vendor for GIS system needs to create at respondent substation is also necessary to consider. The brief of such correspondence is stated below:

- As per meeting dated 22.02.2024 and the minutes of the meeting dated 26.02.2024, the developers were asked to procure same make GIS to accommodate available space.*
- On 29.09.2024, the petitioner requested GETCO to engage an existing vendor of GETCO. Who has already executed 220 kV system at Kalavad substation for development of GIS system at Kalavad s/s to initiate the process of finalization of contract.*
- On 02.03.2024, the petitioner along with two other developers highlighted the challenges faced by them in installing of Siemens GE make GIS modules to GETCO and requested the approval of the vendors of GETCO.*
- On 20.03.2024, the petitioner deposited the amount towards revised estimate of supervision charges of erection of transmission network for evacuation of 100 MW power.*

- *On 2.4.2024, the GETCO denied the request of the petitioner to engage existing vendor of GETCO for development of GIS at Kalavad substation due to restriction of the Central Government to use material of make of that country as per Government of India Cross Border Policy. The petitioner and other developers were left with no other option but to go for one vendor out of the only two vendors in the country namely M/s. Siemens and M/s GE whose lead time regarding development of GIS is 11 to 15 months, post approval of drawings.*

.....

“13.17 Considering the above, we are of the view that the delay occurred in approval of vendor for GIS system needs to create by the petitioner at respondent substation is beyond the control of the petitioner on ground of the common vendor for he GIS system need to keep by all connectivity holders due to technical reasons advanced by the respondent that the GIS bay created by the petitioner and other connectivity holders shall need to connect with existing bay of the respondent which is made of CHINT, China and with the existing bay the petitioner as well as other developers have to connect their bay wherein various technical requirements are needed to fulfil by the vendor of GIS system. The time period for such delay is from 22.2.2024 to 26.12.2024 which worked out to 256 days. Hence, the petitioner is

eligible for extension of 256 days for delay in approval of GIS make vendor/design by the respondent.”

8.17 We also note that the Commission has in its order dated 28.7.2025 in case of M/s. Morjar Renewable Pvt.Ltd vs GETCO held on same issue as under:

“.....

12.11 We note that in the terms of the Meeting held on 22.02.2024, it was deliberated various issues related to 220 kV Kalavad GIS and extension of GIS bays at aforesaid substation and also recorded in the said meeting. The said meeting also state various activities needs to be carried out by the connectivity holders and also the various equipments as well as communication system needs to establish by the generators. It also states that all developers have to submit jointly, primarily and secondarily drawings in specific order. It also states the inspection of the system established by the project developer whenever carried out and it must ensure the various aspects by such developers who have been granted connectivity. During the meeting, it has been held that all the RE Generators are required to commission their projects at the same time, therefore, in any case if the Petitioner Permanent Bay is ready to evacuate power it cannot be used by the Petitioner since the other RE Generators are nowhere near to commission their Projects.

12.12 Even if the Petitioner is ready with its Permanent Bay, the Petitioner cannot evacuate power from its Project since the Petitioner is required to align its commissioning of its Permanent Bay with the commissioning of the other RE Generators. Therefore, until and unless other RE developers construct their GIS Bays, there is no basis for GETCO to penalize the Petitioner.

12.13 With consideration of the pleadings placed before the Commission supported by the documentary evidence already on record, we note that prima facie evident that the Petitioner made all efforts to construct and complete the GIS bay at the 220 KV Kalavad Sub-station of the Respondent within the specified timelines. However, the additional condition of common drawing approval, selection of common vendor, additional technical requirements for coupling the Permanent bay's equipment of the Petitioner and other RE Developers with existing GIS bay of the Respondent, which is of different make, led to the delay in completion of the work which is beyond the control of the Petitioner. We also note that the Petitioner cannot electrically commission its Permanent Bay unless Other RE Generators commissioned their permanent bay so that the Common Bus-bar is charged. Therefore, no point arises for the Respondent to penalize the Petitioner. We, therefore, decide and direct the Respondent to allow the Petitioner who has constructed its transmission system and its GIS bays is yet to commission even after commissioning of the Petitioner's bay, its charging is dependent on construction and charging bays of other developers who have yet to construct and commission its own bays which is not in control of the Petitioner. Further the Respondent has already allotted its spare bay for utilization on temporary basis to the Petitioner by taking undertaking that the Respondent when requires the said bay the Petitioner is bound to give it without assigning any reason for evacuation of power generated from the Petitioner 127.35 MW RE project under captive and third party open access which not only provide the efficient utilization of the Respondent assets but also provide earning revenue by the Respondent. The Petitioner has already given undertaking to the Respondent for utilization of the Respondent

Bay on temporary basis specifically stating that the Respondent has right to take the said bay as and when needed. We note that the energize bays of the Petitioner is depended upon construction and commissioning of bays of other RE generators as per the conditions of the Respondent. We note that the Petitioner cannot be made liable owing to the non-completion of work by the other RE Generators if not complete their bays work at the Respondent Kalavad S/S.

12.14 We note that there is force in submission of the Petitioner that the Petitioner has provided justification qua the fact that the electrical commissioning of the Petitioner's permanent bay is wholly and solely dependent upon the completion of construction by the other three (3) RE developers, therefore, the commissioning of the Petitioner's permanent bay is likely to be delayed owing to no fault of the Petitioner. Further, there is no dispute to the fact that the commissioning of the permanent bay is likely to be delayed for no fault of the Petitioner, since the same can be operational only after the mechanical completion of the other generators' permanent bays. The aforesaid fact was also admitted by the Respondent during the course of hearing before the Commission and the Respondent submitted that it was in the process of conducting a meeting for all four generators since the four generators are before the Commission by way of their respective petitions.

12.15 The evacuation of power generated by respective RE developers from their respective projects into the grid, the Respondent has allotted space for construction of 1 No. 220 kV GIS Bay to each Developer (total 4 GIS Bays) inside Respondent's Kalavad substation. The new 4 GIS Bays are required to be constructed and coupled to the existing 220 KV GIS Bays of the Respondent which are already in operation. Due to space constraint inside the existing GIS room at Kalavad Substation, the

design for 4 x GIS bays extension were jointly discussed with the Respondent by the GIS supplier, developer, its approved Contractor and the design was approved by the Respondent which is designed in such a way that the 220KV Bus bar inside the Bus Chamber connecting all 4 GIS bays can be terminated at the end of 4th GIS Bay by using an end cap with Test link which can be fitted after 4th GIS Bay. This submission of the Petitioner is not disputed by the Respondent, current design of the 220 KV bus bar will be continuous (after interconnecting each bay) until the 4th and last GIS Bay. Further, as per the GIS Supplier, the dimension of the end cap module (with Test link) is such that it cannot be attached to any of the intermittent GIS Bays to terminate the 220 KV Bus bar after 1st, 2nd or 3rd GIS Bay. Due to this customized design, the High voltage test and few other pre-commissioning tests to be done before commissioning each of the 220 KV GIS bays can be done together all at once, through the Test Link attached to the end cap which comes as a part of the 4th and last GIS Bay. Due to above technical design restriction, it has become imperative that all four (4) RE Developers including the petitioner electrically commission their GIS Bays together at the same time after completion of all 4 GIS Bays, even though the mechanical completion of the respective bays can be achieved at different times. The aforesaid facts are beyond the control of the petitioner and unforeseen reason qualify for extension sought by the petitioner.

12.16 It is undisputed fact between the parties that the Petitioner has partly commissioned its Wind-Solar Hybrid project, generating electricity from it and is supplying RE power to the consumers located in the State of Gujarat since 23.08.2024 under Open Access, after getting due approvals of the Respondent for utilization of temporary bay.

12.17

12.18 *We note that there is force in Petitioner submission that it will be severely prejudiced both in equity and in law, in case the Petitioner's Project is disconnected by the Respondent. The same will also adversely impact the consumers of the State by way of depriving from Renewable Energy.*

12.19 *Considering the above, we are of the view that as per the submissions made by the parties, it is clear that the GIS bays need to construct and commission by the connectivity holders at 220 KV Kalavad S/s shall have common drawing, common vendor for supply of GIS system and also the commissioning of such GIS system is dependent on the completion of GIS bays of other developers who have been allocated bay by the Respondent. Further, the charging of bays is also feasible on completion of GIS bay of all connectivity holders to whom the Respondent has allocated the bays and they are carried out the bays work at the substation. Hence, in absence of completion of such work, the petitioner and other developers though they have constructed their bays are unable to charge their bays and utilize it which is an unforeseen reason on part of such developer, which include the petitioner also, and the same is qualified for extension in completion of GIS bays by the petitioner."*

8.18 Considering the above, we are of the view that the unforeseen reason arises in case of the Petitioner to complete the transmission system installed the GIS bay system at the respondent 220 KV Kalavad s/s and the Petitioner is entitled for extension in time period from 10.11.2023 to 11.9.2024 when drawing approval from GETCO which is essential for

manufacturing GIS by the manufacturer. The said period worked out to 306 days.

9. Now we deal with the issue with regard to delay occurred due to requirement of Common drawing approval.

9.1 During the meeting dated 22.02.2024 GETCO directed that all developers must submit common drawing jointly for common approval. The Coordination between OP wind, Morjar, Cleanmax Vayu and Suzlon took time.

9.2 Morjar and Opwind applied to GETCO on 27.05.2024 for joint approval for common drawings. They communicated the coordination with the other two developers i.e. Cleanmax and Suzlon was an impediment as their work undertaken was already much ahead of the other developers.

9.3 GETCO on 11.09.2024, communicated approval of part layout plan and section drawing allocation of 220 kV GIS feeder bays to the Petitioner and other developers.

9.4 The approval of complete layout plan, section and SLD drawings was received by the Petitioner on 21.10.2024 for allocation of 220 kV GIS feeder bays to M/s Morjar, M/s Cleanmax, M/s OP Wind & M/s. Suzlon at 220 KV Kalavad GETCO S/s for evacuation of Hybrid (Solar + Wind) Power under Option-III.

9.5 The Petitioner has prayed for extension of 107 days i.e. from 27.05.2024 the date on which the Petitioner requested GETCO to accept common drawings of the Petitioner and other two lead generators -Morjar, OP Wind for approval till 11.09.2024 when GETCO communicated approval of common drawing.

9.6 Per contra the Respondent submitted that in order to accommodate 4 bays in the available space and considering its integration with the existing CHINT make GIS bay, it was technical requirement to have same make GIS in order to avoid requirement of adapter panel in between different make GIS. In case of different make, more space be required towards need of adaptor to connect the different make GIS bay. Considering the same make GIS, approval of common drawing was envisaged. It is submitted that the above was decided in meeting on 22.02.2024 wherein all the developers were present and had participated and agreed to the arrangement. No issue had been raised on common drawings or the common make and further on any issue in coordination.

9.7 It is submitted that GSLD & GA of GIS drawing was submitted to GETCO on 30.08.2024, which was approved by GETCO on 12.09.2024. The Lay out drawing was submitted to the GETCO on 23.08.2024 and 30.09.2024 which was approved by GETCO on 11.09.2024 and 21.10.2024. The LCC

was submitted to GETCO on 18.09.2024 which was approved by the GETCO on 07.10.2024

9.8 We also observed that the Petitioner on 27.05.2024 submitted the common drawing. In the said letter the Petitioner has informed to the Respondent that the project of the Petitioner and M/s Morjar are in advanced stage of the construction and ready for commissioning. It is also stated by the Petitioner that combining of the drawings of the other developer will impact timely execution of the work and ultimately delay in meeting the approved timeline for completion of evacuation process. It is also stated that if there is delay in approval by the Respondent the same may be considered for extension of time in meeting the milestone.

9.9 We note that the Petitioner has vide its letter dated 27.05.2024 requested the Respondent for approval for common drawing submitted by the Petitioner and M/s Morjar. The Respondent on 11.09.2024, communicated approval of part layout plan and section drawing allocation of 220 kV GIS feeder bays to the Petitioner and other developers.

9.10 It is also necessary to refer section 39 (c) of the Electricity Act, 2003, which reads as under:

“39 (c)- to ensure development of an efficient, coordinated and economical system of intra-State transmission lines for smooth flow of electricity from a generating station to the load centres; “

9.11 The aforesaid Section 39 (c) of the Electricity Act, 2003 provides that it is the duty of the State Transmission Utility/Transmission Licensee for ensuring development of efficient, coordinated an economical system of intra-state transmission lines for smooth flow of electricity from generating station to the load center.

9.12 We note that the Respondent has directed to the connectivity grantee to discuss issue of GIS feeder bay and drawing of it, kick-off meeting dated 22.02.2024 held wherein the said issue was discussed and the Respondent had directed to all four developers for drawing and vendors on which the developer was agree on the same GIS make. The respondent has also directed that all developers have to submit drawings jointly for common approval. All the drawings were required to be approved from GETCO for project execution. Relevant excerpts from MoM dated 22.02.2024 of the said meeting already referred above is reproduced below:

*Minutes of Kick Off Meeting for
220kV Kalavad GIS -Extension 220kV GIS bays Date: 22.02.24
[K.O.M. Dtd. 12.09.23 & 22.11.23 shall be considered null and void.]*

- 1) *Revised GIS Bay sequence shall be 1. M/s Morjar 2. M/s OPwind 3. M/s Suzlon & 4. M/s Cleanmax Connectivity of M/s Inox shall be through any of the above four stage-II grantees.*
- 2) *Extension work of 220KV Feeder bays by M/s Morjar, M/s OPwind, M/s Suzlon & M/s Cleanmax shall be carried out by developers/executing agency with all the necessary precautions and safety measures, being a Live switchyard.*
- 3) *Dead end multi circuit tower (DEMCT) shall be provided for Line termination being Two tier gantry to be installed at sub-station side as per GETCO requirement. There shall be 2 nos. of DEMCT required for above proposed 4 nos. of 220kV feeder bays including provision GETCO bays*
- 4) *At 1st DEMCT, 01 circuit shall be utilized for M/s Morjar and 01 circuit for M/s OPwind on one side while on other side, remaining 02 circuits shall be used for GETCO Lines in future.*
- 5) *At 2nd DEMCT, 01 circuit shall be utilized for M/s Suzlon and 01 circuit for M/s Cleanmax on one side while on other side, remaining 02 circuits shall be used for GETCO Lines in future.*
- 6) *The location of both DEMCTs shall be decided in co-ordination with field office considering future requirement. Scope of erection of dead-end MC tower shall be carried out jointly by all above developers and Single drawing duly vetted by all developers shall be submitted for approval.*
- 7) *01 No. of 220kV GIS module for 220kV Feeder Bay of M/s Morjar shall be connected with existing GIS bus bar with adapter module (with test link). Other 3 GIS modules of M/s OPwind, M/s Suzlon & M/s Cleanmax shall be*

connected then after. Last GIS module of M/s Cleanmax shall be offered with Extension module (with test link).

- 8) Single Primary drawing (i.e. SLD, Plan & Section as well as GIS GA, GSLD etc.) proposing all 4 GIS modules at a time shall be submitted for approval duly vetted by all the developers.*
- 9) Being execution work of Transmission Line and Sub-station are not in the scope of GETCO, necessary co-ordination among respective developers shall be carried out for scope clarity to avoid disputes in future, as all are going to work jointly. There shall be not any role of GETCO in this matter.*
- 10) It is the sole responsibility of developer to submit the drawings as per GETCO technical specifications and GETCO requirement. As per bar chart, all the drawings shall be got approved for execution purpose to meet the project schedule/target. Time limit extension shall not be considered due to any delay in approval.*
- 11) All developers shall have to procure same make GIS to accommodate in available space so that GETCO can accommodate future GIS bays as per requirement & planning of 400/220 KV TR#4, 220/66KV TR#4, 2 x 220 KV Bus Reactors.*
- 12) Being same make of GIS & CRP/SCADA, all above developers have to submit these drawings Jointly for common approval.*
- 13) Approval of only project specific drawings (i.e. GIS name plate, etc.) shall be separate for all developers.*
- 14) All RE developers are informed to install AIS metering CT & Metering PT Instead of GIS CT/PT.*
- 15) All developers have to submit jointly primary and secondary drawings for approval in following order:*

1. *Gas SLD*
2. *GA of GIS along with valid type tests*
3. *SLD*
4. *Layout plan & Section*
5. *Bus duct layout plan & section for all individual bays*
6. *GIS hall equipment & cable trench layout*
7. *Other secondary drawings as per project requirement*

For Protection, Automation & Control (PAC) drawings, documents "Drawings/Documents approval process flowchart "GETCO/E/P-035" Shall be referred & accordingly sequence and reference shall be considered.

- 16) *For 220kV gantry and 220kV equipment structures, manufacture should be GETCO approved vendor. Approval of proto structure is necessary if it is not supplied earlier by structure vendor to GETCO.*
- 17) *All the 220kV SF6 Bushings, LA & BPI insulator shall be polymer housed.*
- 18) *All outdoor equipment's like 220kV SF6 Bushings, LA & BPI structures shall be supplied considering marine environment condition.*
- 19) *UHF PD Sensors & location shall be indicated in GIS GA drawings.*
- 20) *Plug-in type multiple contact connectors shall be used for various gas sections as per GIS technical specification.*
- 21) *LCC of 220 & 66 kV GIS shall be front openable. LCC shall be installed in such a way that facing of front side of LCC and GIS module is same. Sufficient maintenance space shall be kept between LCC & C&R panel.*
- 22) *Minimum 3 M space shall be provided for maintenance as shown in tender drawing; however, it must be ensured that this space is enough. If*

it is not sufficient then the space shall be increased as per actual requirement for CB maintenance.

- 23) Channels to be grouted in flooring for GIS support shall be duly vetted by GIS OEM only.*
- 24) All the drawings submitted by All developers shall be vetted by both civil and electrical agencies to avoid probable issues of interfacing during execution.*
- 25) For GIS equipment earthing, bi-metal connecting junctions shall be silver/tin plated.*
- 26) Lower most portion of GIB duct shall be minimum 2900 mm above plinth level for all 220kV.*
- 27) Sf6 Gas bellow, gas density monitor, pressure relief device, cable trays, Gas tight and Gas pass insulators etc. shall be mentioned for bus duct and GIS modules as per technical requirements for preparation of drawings.*
- 28) Existing earthmat drawing shall be referred for designing of earthmat for yard and GIS building.*
- 29) CRP & SAS of ABB, GE and Siemens are acceptable. However, all RE developers agreed to procure CRP & SAS shall be of GE make to curtail approval time.*
- 30) Authorization letter & Service backup guarantee from OEM whose CRP & SAS are to be supplied shall be submitted as per specification requirement.*
- 31) Insulation type of LT Control & Power cable is FRLSH as mentioned in price schedule.*

- 32) *Quantity and size of cables are to be derived by bidder. However, basic requirements like 4 Sq.mm for CT-PT-CVT, 2.5 Sq.mm for control etc. are to be followed by bidder.*
- 33) *Cable schedule shall be prepared in line with cable philosophy incorporating project specific requirements and shall be submitted to field office for approval.*
- 34) *SCADA system, SCADA equipments & IEDs shall be IEC 61850 Edition-2.0 compliant.*
- 35) *Offered GIS shall be as type test reports only. If TTR are submitted for higher rating, GIS of higher rating shall be offered then.*
- 36) *In case of requirement of extension to approval of previously approved various switchyard equipments, conductor etc., developer shall collect the earlier approved drawings/documents from respective proposed bidder and submit the same to this office duly stamped and signed along with name of project, order no. mentioned on it.*
- 37) *Developer shall verify validity of all type test reports for proposed equipments/items before submission. If not, necessary confirmation to submission before inspection shall be submitted.*
- 38) *During proto inspection of structure material, representative of Developer shall remain present to witness the inspection. All reports shall be witnessed by Developer.*
- 39) *All the materials shall be offered for inspection before dispatch and all routine test reports shall be submitted well in advance.*
- 40) *Shipment and Packing guidelines shall be invariably followed by Developer for GIS transportation as per clause referred in technical specification.*

- 41) *Developer shall nominate concern engineer for all the inspection of all offered materials/equipments.*
- 42) *Integration with existing VMS, Ventilation system, Fire Detection system etc. shall in the scope of Developers. Same shall be supplied from GETCO approved vendor.*
- 43) *Based on the base plan given by GETCO, all equipment structures shall be designed as per approved equipments and drawings shall be got approved from this office.*
- 44) *Proto of all gantry and equipment structures shall be prepared by manufacturer and shall be got approved from GETCO. This process is mandatory prior to final inspection of structure material.*
- 45) *Inspection:*
 1. *Integrated FAT of Panel with SCADA shall be performed*
 2. *Prior to offering inspection following points are required to be ensured by developers.*
 - a. *Availability of all the components/ material as per approval shall be ensured by contractor by Physical verification in person at the works of respective OEMs.*
 - b. *Configuration of HMI Bay views as per respective approval.*
 - c. *Completion of Internal FAT by respective OEM as per approved FAT including network Performance and submission thereof.*
 3. *Respective contractor representative shall have to witness complete inspection along with GETCO nominated inspector invariably.*

9.13 We note that in terms of the Meeting held on 22.02.2024, it was deliberated various issues related to 220 kV Kalavad GIS and extension of

GIS bays at aforesaid substation and also recorded in the said meeting. The said meeting also states various activities need to be carried out by the connectivity holders and also the various equipments as well as communication system needs to establish by the generators. It also states that all developers have to submit jointly, primarily and secondarily drawings in specific order. It also states the inspection of the system established by the project developer whenever carried out and it must ensure the various aspects by such developers who have been granted connectivity. During the meeting, it has been held that all the RE Generators are required to commission their projects at the same time, therefore, in any case if the Petitioner Permanent Bay is ready to evacuate power it cannot be used by the Petitioner since the other RE Generators are nowhere near to commission their Projects

9.14 The aforesaid MOM recognized that the respondent has directed to developers for submission of Common drawing for GIS based feeder bay.

9.15 As per above meeting and MOM where it was directed by the respondent as per discussions for aligning on the same vendor for the GIS make were going on amongst all developers, decision was arrived at only around end of May 2024 Post which, immediately the Petitioner and Morjar applied to GETCO for approval for common drawings on 27.05.2024. The said letter

dated 27.05.2024 requesting for common drawing approval is reproduced below:

“

Ref. No. MRPL/GETCO/RBC/2024/Permanent Bay/0021

27 May 2024

To,
The Chief Engineer-R&C,
GETCO Corporate office, Vadodara,
Sardar Patel Vidyut Bhavan,
Racecourse, Vadodara-390 007.

Subject: Submission of common drawings for approval MRPL and OP Wind

Ref:

1. Letter No. GETCO/R&C/STAGE1000455 dated 28.12.2023 and Letter No. GETCO/R&C/STAGE2000117, Morjar Renewables Private Limited- Approval for connectivity for developing 50 MW Wind Solar Hybrid Power Project under captive mode at 400/220 KB Kalavad Substation GETCO.
2. Letter No. GETCO/R&C/STAGE1000459 dated 28.12.2023 and Letter No. GETCO/R&C/STAGE200089, Morjar Renewables Private Limited-Approval for connectivity for developing 50 MW Wind Solar Hybrid Power Project under third party mode at 400/220 KB Kalavad Substation GETCO.
3. Letter No, GETCO/R&C/STAGE1000459 dated 12.03.2024 and Letter. No. GETCO/R&C/STAGE2000139. Morjar Renewables Private Limited-Approval for connectivity for developing 25 MW Wind Solar Hybrid Power Project under third party mode at 400/220 KB Kalavad Substation GETCO.
4. MOM with GETCO Dated on 22nd Feb 2024
5. Letter No. CE(R&C)/SE(STU)/964 dated 22.05.2024

Dear Sir,

We refer to your letter 22.05.2024 under reference 5 above, wherein all 4 RE developers viz M/s. Morjar Renewables Pvt Ltd(MRPL), M/S.OPWIND Energy Pvt

Ltd (OPWIND), M/s. Suzlon Global Services Ltd (Suzlon) and M/s. Cleamax Vayu Pvt. Ltd (Cleanmax) have been advised to submit single drawing duly vetted by all developers for common approval by GETCO.

In this connection, we MRPL and OPWIND would collectively represent that:

- 1. Our respective projects are in the advanced stage of construction and ready for commissioning.*
- 2. both have appointed M/s. Kintech Synergy as our Contractor and Contractor approval has been obtained from GETCO.*
- 3. The metering CT and PT ratio for our respective projects have been approved by GETCO.*
- 4. both have placed order on Siemens for the GIS Bay material supply and awaiting shutdown from GETCO for measurement of existing make GIS bay.*
- 5. Both have submitted the common SLD and Layout (for MRPL and OPWIND) which is pending for approval by GETCO.*

You would observe and appreciate from the above that MRPL and OPWIND are much ahead of the other RE developer and require quick approval of drawings for seamless timely execution of our Projects. Combining the other two RE developers with MRPL and OPWIND will be an impediment in our drawing approval process and if insisted, we will not be able to meet the GERC approved timelines for completion of the evacuation system for which we both MRPL and OPWind shall be eligible for extension of time.

Considering Independent stage II connectivity awarded to respective RE Developers and importance of timely drawing approval to initiate manufacturing clearance for GIS modules with supplier and completion of power evacuation system by MRPL and OPWind within GERC stipulated time, we request GETCO to accept the common drawings for MRPL and OPWIND at this juncture for approval. The same drawings can be provided for reference in auto cad format to GETCO which can be extended by GETCO to other two RE Developers as and when they are ready to execute their respective projects for necessary submission from their end.

We assure of our support and coordination with GETCO during the drawing approval process of other RE developers, if required.

This approach will streamline the approval process, minimize delays and facilitate the progress of MRPL and OPWIND's projects without any impediments.

We thank you for your attention to this matter and look forward to your favorable consideration.

Thanking you,

*For Morjar Renewables Private Limited,
For OPWIND Energy Private Limited*

.....”
9.16 We note that GETCO on 11.09.2024, communicated approval of part layout plan and section drawing allocation of 220 kV GIS feeder bays to the Petitioner and other developers. The said letter dated 11.09.2024 is reproduced below:

“

GUJARAT ENERGY TRANSMISSION CORPORATION LTD
(Formerly known as G.E Board)
HEAD OFFICE:
SARDAR PATEL VIDYUT BHAVAN RACE COURSE,
VADODARA-390007

To,
Kintech Synergy Private Ltd.
Kintech House, 8-9,
Shivalik Plaza, Opp. AMA, IIM Road,
Ambawadi, Ahmedabad-380015.

Sub: Approval of part Layout plan and section drawing for allocation of 220KV GIS feeder bays to M/s. Morjar, M/s. Clean-Max, M/s. OPWIND & M/s. Suzlon at 220KV Kalawed GETCO S/S for evacuation of Hybrid (solor+Wind) power under option-III.

- Ref (1) GETCO Estimate No. (To Morjar) No. a) GETCO/R&C/RE/690 dt. 08.04.2024 b) GETCO/R&C/RE/692 dt. 08.04.2024 c) GETCO /R&C/RE/159 dated 25.01.2024
- (2) GETCO Estimate No. (To Cleanmax) a) GETCO/R&C/RE/507 dt. 12.03.2024
- (3) GETCO Estimate No. (To Opwind): a) GETCO(R&C)/RE/156 dt. 25.01.2024 b) GETCO(R&C)/RE/157 dt. 25.01.2024 c) GETCO/(R&C)/ RE/ 691 dt. 08.04.2024
- (4) MOM of Kick-off meeting at GETCO HO 01. 22.00,2024
- (5) Vendor + Contractor Approval: CE(P)/ACE(P)/SE(P)/EE(SS)/T-5/VA/Morjar/125MW/4738 dated 23.05.2024 (For morjar bay)
- (6) Vendor + Contractor Approval: CE(P)/ACE(P)/SE(P)/EE(SS)/T-5/VA/Cleanmax/100MW/5830 dated 08.07.2024 (for cleanmax bay)
- (7) GETCO letter ref, no: CE(R&C)/SE(STU)/1385 dtd. 22.07.2024
- (8) GETDO MOM dated 09.08.2024
- (9) Your Letter No. KSPL/GETCO/CR230824/0110A Dtd. 23.08.2024

Dear Sir,

With reference to above, layout drawings submitted vide ref. (9) are scrutinized and approval is as follows:

SN	Particulars	Drawing No.	Remarks
1.	Part layout plan drawing-allocation of 220 kV GIS feeder bay to all 4 RE developers at 220 kV GETCO kalavad SS	KSPL/GETCO/PLAN /ELE/01/R0 dtd. 10.08.2024	Approved with comments

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

Yours Faithfully

For, Gujarat Energy Transmission Corporation Ltd.

(RK Patel)

Addi. Chief Engineer (Engineering)

.....”

9.17 We also note that on 21.10.2024, approval of complete layout plan, section and SLD drawings was received by the Petitioner for allocation of 220 KV GIS feeder

bays to M/s. Morjar, M/s. Cleanmax, M/s.OPWIND & M/s. Suzlon at 220KV Kalavad GETCO S/S for evacuation of Hybrid (Solar + Wind) power under option-III). The said approval is reproduced below:

“ ...

GETCO/0914/10/2024 Approved Dated:21-10-2024

GUJARAT ENERGY TRANSMISSION CORPORATION LTD

(Formerly known as G.E Board)

HEAD OFFICE:

SARDAR PATEL VIDYUT BHAVAN RACE COURSE,

VADODARA-390007

To,
Kintech Synergy Private Ltd.
Kintech House, 8-9,
Shivalik Plaza, Opp. AMA, IIM Road,
Ambawadi, Ahmedabad-380015.

Sub: Approval of part Layout plan, section drawing for allocation of 220KV GIS feeder bays to M/s. Morjar, M/s. Clean-Max, M/s. OPWIND & M/s. Suzlon at 220KV Kalaved GETCO S/S for evacuation of Hybrid (solor+Wind) power under option-III.

Ref (1) GETCO Estimate No. (To Morjar) No. a) GETCO/R&C/RE/690 dt. 08.04.2024 b) GETCO/R&C/RE/692 dt. 08.04.2024 c) GETCO /R&C/RE/159 dated 25.01.2024

(2) GETCO Estimate No. (To Cleanmax) a) GETCO/R&C/RE/507 dt. 12.03.2024

(3) GETCO Estimate No. (To Opwind): a) GETCO(R&C)/RE/156 dt. 25.01.2024 b) GETCO(R&C)/RE/157 dt. 25.01.2024 c) GETCO/(R&C)/ RE/ 691 dt. 08.04.2024

(4) MOM of Kick-off meeting at GETCO HO 01. 22.00,2024

(5) Vendor + Contractor Approval: CE(P)/ACE(P)/SE(P)/EE(SS)/T-5/VA/Morjar/125MW/4738 dated 23.05.2024 (For morjar bay)

- (6) Vendor + Contractor Approval: CE(P)/ACE(P)/SE(P)/EE(SS)/T-5/VA/Cleanmax/100MW/5830 dated 08.07.2024 (for cleanmax bay)
- (7) GETCO letter ref, no: CE(R&C)/SE(STU)/1385 dtd. 22.07.2024
- (8) GETDO MOM dated 09.08.2024
- (9) Y.O. L. No. KSPL/GETCO/CR230824/0110A Dtd. 23.08.2024
- (10) T.O Query mail Dt. 10.09.24 (for layout section and SLD)
- (11) T.O. Approval L.No. GETCO/0416/09/2024 Dt.11.09.24 (layout plant only)
- (12) Y.O. L.No. KSPL/GETCO/CR300924/0110B Dt. 30.09.2024
- (13) T.O. query mail dtd. 03.10.2024
- (14) Y.O. L.No. KSPL/GETCO/CR7102024/0110C Dt. 07.10.2024
- (15) Y.O. L.No. KSPL/GETCO/CR171024/0192A dt. 17.10.2024

Dear Sir,

With reference to above, revised layout plan, section and SLD drawings submitted vide ref. (14) & (15) are scrutinized and approved is as follows:

SN	Particulars	Drawing No.	Remarks
1.	Part layout plan drawing-Allocation of 220 kV GIS feeder bay to all 4 RE developers at 220 kV GETCO kalavad SS	KSPL/GETCO/PLAN/ELE/01/R0 dtd. 17.10..2024	Approved
2	Section Layout & Clearance Check Diagram-220kV extension bays at 220 kV kalavad GIS ss	KSPL/GETCO/SECTION/PER/002/R2 Dt. 17.10.2024 (Sheet 1 of 3)	Approved
3	Section Layout & Clearance Check Diagram-220kV extension bays at 220 kV kalavad GIS ss	KSPL/GETCO/SECTION/PER/002/R2 Dt. 17.10.2024 (Sheet 1 of 3)	Approved
4	Section Layout & Clearance Check Diagram-220kV extension bays at 220 kV kalavad GIS ss	KSPL/GETCO/SECTION/PER/002/R2 Dt. 17.10.2024 (Sheet 3 of 3)	Approved
5	SINGLE LINE DIAGRAM-ALLOCATION OF 220 KV GIS feeder bay to all 4 RE Developers	KSPL/GETCO/SLD/ELE/03/R1 Dt. 04.10.2024	Approved with comment

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

Yours Faithfully

For, Gujarat Energy Transmission Corporation Ltd.

(B.P Sonil)

I/c. Addi. Chief Engineer (Engineering)

.....”

9.18 It is necessary to emphasize that the connectivity regulation or the detailed procedure does not require submission of any such common drawing approval.

9.19 We note that the Petitioner has contended that the Respondent has put up a condition that all connectivity holders of 220 kV Kalavad Sub-station who have been granted connectivity are required to construct the respective bays for evacuation of power from their RE projects have to create GIS system which is capable to connect with existing GIS system of the Respondent GETCO. The Respondent has also stated and explained in its MOM dated 22.02.2024 that the connectivity holders which includes the Petitioner shall require to submit a common drawing and get approval from the Respondent. We note that neither the connectivity procedure dated 07.01.2023 notified by the Commission provide such conditionality nor there is any document on record which states that all connectivity holders who are different and distinct from each other required to submit

common drawing for approval of the Respondent. Thus, it is a clear case that the Respondent has stated that all connectivity holders have to submit common drawing for approval of the Respondent. The time period needed for creation and submission of common drawing is qualified as unforeseen reason arise due to technical reason which need to be allowed by the Commission.

9.20 The petitioner submitted that majority of the time lapsed due to additional requirements of coordination with all the developers for common drawing, in which important role was played by the respondent GETCO to facilitate the same. This delay was beyond the control of the Petitioner who has shown nothing but efforts to commission the evacuation line within the given timeframe.

9.21 It is submitted that the Commission has already held in its Petition No. 2401 of 2024 dated 17.06.2025 that the requirement of obtaining a common drawing approval is an additional condition imposed on the developer's granted connectivity at Kalavad S/s. It has categorically recorded that all the developers were interdependent on each other, there may be practical difficulty in co-ordination and obtaining relevant information, which led to delays. Relevant excerpts are extracted below:

“16.6 Considering the above, we are of the view that the delay occurred in approval of common drawing of the petitioner and other connectivity holders by the respondent as additional condition put up by the respondent is beyond the control of the petitioner. The time period for such delay is from 03.07.2024 to 11.09.2024 which worked out to 70 days. Hence, the petitioner is eligible for extension of 70 days for submission of common drawing by the petition.

16.14 From the above discussion and analysis, we note that additional requirements being imposed by the respondent are as under:

- i. Sourcing and supply of GIS of same make and manufacturer.*
- ii. Submission of common drawings for approval.”*

9.22 We also note that the Commission has dealt with aforesaid issue in its order dated 28.07.2025 in Petition No.2465 of 2025 in case of M/s.Morjar Renewable Pvt, Ltd. v/s GETCO and held as under:

(xviii) The Respondent on 22.05.2024 issued Minutes of Meeting dated 22.02.2022 and asked Petitioner and other generator to submit a single drawing duly vetted by all generators to enable the Respondent to grant common approval for the same.

(xix) The contractor of the Petitioner M/s. Kintech Synergy Pvt. Ltd. on 24.05.2024 on behalf of the Petitioner issued email to the Respondent that they are facing difficulties in bus measurement for constructing permanent bay for the Petitioner and requested for intervention of the Respondent become necessary for existing GIS module bus measurement qua adaptor

designing work, since even continuous follow with M/s. Chint for required details and deputing the representative of the said company which effect process of construction of permanent bay by the Petitioner. As there is no response from M/s. Chint the Petitioner through its contractor sought of intervention to expedite the M/s. Chint make GIS bus measurement work at kalavad S/s of the Respondent. The said email dated 24.05.2024 issued by M/s. Kintech Synergy Pvt. Ltd. to the Respondent is reproduced below:

"

From: MANHAR PATEL <manhar@kintechsynergy.com>

Sent: 24 May 2024 15:41

To: ceengg.getco@gebmail.com

Cc: ahmedmiyamalek@gmail.com; ASHOK SHAH;
GHANSHYAM PATEL; Jigar Shah; Ravi Shankar; nv.venkat

Subject: Urgent Request for GIS Bus Measurement at 400KV
Kalavad GETCO. Substation

Attachments: Quotation for bus measurement works to Kintech dated
14.05.2024. pdf

Dear Sir,

Please note that M/s. Kintech is constructing the 220KV GIS Feeder bay for M/s. Morjar Renewables Private Limited at the 400KV Kalavad GETCO substation. For this, we need the existing GIS module bus measurements for adapter designing work. Despite our continuous follow-up with Chint for the required details to release the PO, there has been a delay in their response.

We need your intervention to expedite the Chint make GIS bus measurement work at the 400KV Kalavad GETCO substation.

We are ready to proceed with the payment as per the attached quotation amount for the bus measurement work.

Your prompt assistance in this matter would be greatly appreciated.

Best Regards,

Manhar Patel

Kintech Synergy Private Limited

.....”

(xxii) We note that the Petitioner has vide its letter dated 27.05.2024 requested the Respondent for approval of common drawing submitted by the Petitioner and M/s. OP Wind Ltd. which was approved by the Respondent on 07.10.2024, i.e. after more than 4 months. The aforesaid delay on part of the Respondent which is mandatory approval imposed by the Respondent is qualify as unforeseen reason and eligible for time extension sought by the Petitioner. The said letter dated 07.10.2024 is reproduced below:

“.....

To,

M/s. Kintech Synergy private Limited.

Kintech House 8-9, Shivalik plaza, opp. AMA, IIM road

Ambawadi, Ahmedabad- 380015

Sub: Approval of 220kV LCC schematic diagram for allocation of 220KV GIS feeder bays to M/s. Morjar, M/s OPWIND, M/s. Clean-Max & Mis. Suzlon at 220KV Kalavad GETCO S/S for evacuation of Hybrid (Solar + Wind) power under option-III.

Ref:

(1) GETCO Estimate No. (To Morjar): (a) GETCO/R&C/RE/690 and 08.04.2004 (b) GETCO/R&C/ RE/692 dated 08.04.2004 (c) GETCO/R&C/RE/159 dated 25.01.2004

- (2) GETCO Estimate No. (To Cleanmax): (a) GETCO/R&C/RE/507 dated 12.03.2024
- (3) GETCO Estimate No. (To Opwind): (a) GETCO/(R&C)/RE/156 dated. 25.01.2014 (b) GETCO/(R&C)/RE/157 dated. 25.01.2004 (c) GETCO/(R&C)/RE/691 dated. 08.04.2024
- (4) MOM of Kick-off meeting at GETCO HO dated 22.02.2004
- (5) Vendor+Contractor Approval:CE(P) /ACE/SE(P) /EE(SS)/T-5/VA/Morjar/ 125MW/4738 dtd. 23.05.2024 (for Morjar Bay)
- (6) Vendor + Contractor Approval:CE(P)/ACE/SE(P)/EE(SS)/T 5/VA/Cleanmax/ 100MW/5830 dtd. 08.07.2024 (for Cleanmax Bay)zzhis office approval letter no, GETOO/CE(Engg)/220kV Dholera GIS/ Tranrail/I/C/O-007715 dt. 22.10.2021
- (7) This office approval letter no. GETCO/ CE (Engg)/ 220kV Dholera GIS/ Tranrail/I/C/ O-008019 dt. 15.12.2021
- (8) M/s Kintech letter no. KSPL/GETCO/CR180924/0142 dtd 18.09.2024
- (9) VC meeting with m/s Siemens dtd 20.09.2024
- (10) Revised drawing submission dtd 30.09.2034

Dear Sir,

With reference to above, drawings as noted below for 220 kV GIS LCC approved vide this office letter under ref (7) & (8) are considered valid for this project also. These original drawings shall be made available to inspector as and when required.

SN	Particulars	Drawing No.	Remarks
	220kV, 3150A, 50kA for 3sec, type: 8DN9, make: Siemens		

1	220 kV GIS LCC GA & Schematic drawings for line bays	(3) G71770-AD388-U401-C Rev-C Sh 1 to 131 except sheet nos. 1,14,18, 35,44,55,56,56,56,86, 89, 90,91,92,93 & 94	Approved with comment vide letter no. 7
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SN	Particulars	Drawing No.	
220kV, 3150A, 50kA for 3sec, type: 8DN9, make: Siemens			
1	220 kV GIS LCC GA & Schematic drawings for line bays	(3) G71770-AD388-U401-D Rev-D revised sh A44, B44, A45, 86,89,90,91,92 & 94 of 131	Approved vide letter no. 8
5	Bill of material	Total sheets – 3 Rev3	
6	Zone trip logic	(3) G71770-AD388 – S012-C Rev-C SH 1 to 5	Approved with comment vide letter no. 8

With reference to above, drawings as noted below for 220 kV GIS LCC submitted vide ref no. (11) are technically scrutinised & status is as under.

SN	Particulars	Drawing No.	Remarks
220kV, 3150A, 50kA for 3sec, type: 8DN9, make: Siemens			
1	220 kV GIS LCC GA & Schematic drawings for line bays	(3) G71770-AD664-U119 Rev-0 revised Sheet 1,14,18,35,44,45,55,56,56,56,90 ,93 of G71770-AD388-U401-C Rev-C 131) New sheets 132,133,134,135,136,137,138,139,140	Approved with comment

If any change required in any of the drawings for this project, only that particular sheet /drawing shall be submitted for the approval.

Any modification required to match SCADA/C&R scheme drawing shall be modified at site during commission

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 (BP Sani)

I/C Addl. Chief Engineer (Engineering)

Copy f.w.c.s. to: (1) CE (Project) GETCO, Vadodara.

.....”

(xxiii) It is also necessary to refer section 39 (c) of the Electricity Act, 2003, which reads as under:

39 (c)- to ensure development of an efficient, co-ordinated and economical system of intra-State transmission lines for smooth flow of electricity from a generating station to the load centres;

(xxiv) The aforesaid Section 39 (c) of the Electricity Act, 2003 provides that it is the duty of the State Transmission Utility/Transmission Licensee for ensuing development of efficient, coordinated an economical system of intra-state transmission lines for smooth flow of electricity from generating station to the load centers. We note that the effort taken by the Respondent GETCO to take actions and enforce the compliances of its directions contended in letter dated 05.06.2024 to submit common drawing approval by the RE developers with a view to peculiar requirement arose in the present case wherein it is necessary for the Respondent to see that common drawing for its necessity. Thus, we note

that the action of the Respondent to demand common drawing for all the RE generators for construction of GIS system is with consideration of aforesaid provisions of the Act.

(xxv) We also note that the Stage-II connectivity granted to the Petitioner and other RE generator/developers are different and distinct from each other. There is no condition that all RE developer/generator shall be require to submit common drawing for GIS system needs to construct and operate at Respondent sub-station. It is qualifying as additional condition imposed by the Respondent. The said condition imposed by the Respondent with consideration of safe and easy operation of GIS system constructed and operated at Petitioner S/s with consideration of technical aspects. The aforesaid condition and issue is qualify as additional condition and delay occurred in fulfillment of aforesaid condition by the Petitioner is qualify for unforeseen reason and also for grant of extension as sought by the Petitioner.

(xxvi) We also note that the Petitioner has on 05.06.2024 requested to the Respondent that there is non-cooperation from the M/s. Chint with respect to 220 kV bus measurement in existing Chint make GIS module which is under Respondent warranty period. In response to aforesaid on 11.06.2024 M/s. Chint after delay of more than 2 and half month agreed to depute its representative at project site. The aforesaid delay on account of M/s. Chint Ltd. is unforeseen reason affecting the construction of permanent bay of the Petitioner and it was delayed which is not under the control of the Petitioner. The Petitioner has informed to the Respondent vide its letter dated 18.06.2024 and requested to grant an extension for construction of its permanent bay until 31.03.2025. The aforesaid contention of the Petitioner seems valid and qualify for extension of time period for construction of GIS bay which is beyond its control and

unforeseen reason is qualify for extension of time period. The Petitioner has also requested to the Respondent to extend time period for the usage of temporary bay allocated by the Respondent upto 31.03.2025 or until completion of permanent bay. The said letter dated 18.06.2024 is reproduced below:

".....

Ref. No. MRPL/GETCO/R&C/2024/Tem bay – Usage Extension/021 18.06.2024

To,

The CE (R&C),

GETCO, Vadodara.

Subject: *Progress on Permanent Bay allocated and Extension of temporary bay usage time allotted to Morjar Renewables Pvt Ltd (MRPL) and M/s. Opwind Energy Pvt (OPWIND), Ltd at 220 kV Kalavad substation.*

Ref:

- 1. GETCO MOM dated 22.02.2024*
- 2. GETCO letter. CE(R&C)/SE(STU)/735 dated 16.04.2024- Temporary Bay swapping*
- 3. GETCO Letter No. CE(R&C)/SE(STU)/583dated 21.03.2024- Temporary Bay allotment*
- 4. Our Letter: MRPL/GETCO/R&C/2024/Tem Bay/007dated 24.03.2024- Comm of Temporary Bay*
- 5. GETCO email dated 02.04.2024- Rejecting use of existing make GIS by RE developers*

6. *Our Letter: MRPL/GETCO/R&C/2024/GIS Adapter/003 dated 05.04.2024- Bus measurement*
7. *Our Letter: MRPL/GETCO/R&C/2024/Permanent Bay/040 dated 05.06.2024-Bus measurement*
8. *GETCO Letter No. CE(R&C)/SE(STU)/964 dated 22.05.2024- Common drawing submission*
9. *Our Letter: MRPL/GETCO/R&C/2024/Permanent Bay/021 dated 27.05.2024- Common Drawing*
10. *GETCO Letter No. CE(R&C)/SE(STU)/1079 dated 05.06.2024- Common drawing submission*

Dear Sir,

With reference to the 220KV permanent GIS bays and 220KV Temporary GIS Bays allotted to MRPL, and OPWIND at 400/220 KV Kalavad substation, we wish to bring to your attention the following:

1. *Permanent Bay Allotment:*

Vide GETCO letters referenced under (1) and (3) above MRPL and OPWIND were allotted the space for permanent 220 KV GIS line Bay at 220KV Kalavad Substation as below:

1. *MRPL was allotted the Future Line Bay No. II (1st in the sequence from existing 220 KV GIS end module- connecting through bottom circuit of existing 220KV Gantry at Kalavad 55)*
2. *OPWIND was allotted the Future Line Bay No. I (2nd in the sequence from existing 220 KV GIS end module – connecting through top circuit of existing 220 KV Gantry at Kalavad SS).*

2. Temporary Bay Allotment:

*Vide GETCO letters referenced under (3) above MRPL and OPWIND were allotted the space for temporary 220 KV GIS line Bay at Kalavad as below **for usage until 30th June 2024:***

- 1. MRPL was allotted the Spare 220 KV GIS Feeder Bay Line -1 (connecting through top right circuit of existing GETCO MCT to top circuit of 220 KV Gantry at Kalavad SS).*
- 2. OPWIND was allotted the Spare 220 KV GIS Feeder Bay Line -2 (connecting through bottom right circuit of existing GETCO MCT to bottom circuit of 220 KV Gantry at Kalavad SS).*

In this connection, we wish to submit that we have made considerable progress on the construction of Permanent Bays and Temporary Bays allotted to M/S MRPL and OPWIND and provide below the key progress achieved:

- 1. Both MRPL and OPWIND has placed PO on M/s. Siemens for the new GIS modules and GIS adaptor required for coupling the MRPL's bay with existing Chint Make GIS(Copies of Pos enclosed).*
- 2. MRPL have placed order on M/s. Chint for 220 KV bus measurement support required to design the adaptor module. The bus measurement works are planned to be completed on or before 30th June 2024 depending on the outage schedule of GIS from GETCO end (copy of Po to Chint enclosed).*

Both MRPL and OPWIND has appointed M/s. Kintech Synergy as their contractor and necessary contractor approval from GETCO is already obtained.

- 3. Both MRPL and OPWIND has obtained part layout drawing approval for the Permanent Bay on 27th March 2024 and further GIS drawings will be submitted for approval to GETCO after GIS Bus Measurement.*
- 4. MRPL have submitted the GAS SLD drawings of Permanent Bay allotted which is awaiting approval from GETCO due to combined drawing submission which in turn to be supported by other RE developers.*
- 5. The Temporary Bay works allotted to MRPL and OPWIND at Kalavad Substation are completed and ready for charging and we expect to charge the Temporary Bay allotted to MRPL on or before 10th July 2024 after necessary approvals/charging permission which are under process.*

We humbly submit and it could be observed that both MRPL and OPWIND have considerably progressed both on the Permanent Bays and Temporary Bays allotted to us despite the following challenges faced by us:

- 1. Delay from Chint on acceptance of PO from Kintech and deputation of their representative for existing GIS Bus Measurement.*
- 2. Lack of support from other two RE developers in submitting common drawings for Permanent Bay.*
- 3. Additional time and efforts required for MRPL and OPWIND in finalizing the optimal location for DEMCT tower spotting inside*

Kalavad substation which was finalized under the support and guidance of GETCO

4. *Confirmation on usage of existing make GIS or Siemens Make GIS*
5. *Minimum 5 months manufacturing lead time required for new Siemens GIS module which are linked to existing GIS bus measurement and triggered after Adaptor module design and GIS drawing approval from GETCO.*

*Based on the key challenges faced by us listed but not limited to above, MRPL and OPWIND are confident to complete the Permanent Bay works on or before **31st March 2025.***

Considering the Project investments made by us, progress achieved so far and commissioning readiness of our projects, we hereby request GETCO to extend the timeline for usage of the Temporary bays allotted to MRPL and OPWIND until the completion of permanent Bays i.e. until 31.03.2025 and oblige.

.....”

(xxvii) From the aforesaid, it is clear that the Petitioner is unable to carry out the construction and commissioning of permanent bay work for itself at Respondent Kalavad S/s. In absence of the measurement of the GIS bay of M/s. Chint, based on it designing of adapter, manufacturing of the construction and installation of the same at the Respondent Kalavad S/s. The delay occurred on aforesaid reason is beyond the control of the Petitioner and qualify for unforeseen reasons for which the Petitioner is eligible for extension in time period for construction for permanent bay at Respondent Kalavad S/s.

(xxviii) We also note that on 27.06.2024, the outages on existing 220 kV Bus 1

and Bus 2 was provided by the Respondent and thereafter, the measurement was carried out by the contractor of the Petitioner for further necessary work. The aforesaid delay obtaining the outages and carryout the measurement work link to delay the process of construction and completion of the Petitioner Bay. The aforesaid fact also prove that the Petitioner could not be at fault, the delay occurred in construction and development of the bay are reasons which are not in control of the Petitioner and the Petitioner is eligible for grant of extension.

(xxix) We also note that the Respondent has vide its letter dated 29.06.2024 informed to the Petitioner that the usage of the spare 220 kV GIS bays at Respondent S/s allocated to the Petitioner extended temporary basis till 31.12.2024 subject to submission of notarized undertaking in line with the undertaking which was given by the Petitioner earlier.

9.32 Considering the aforesaid facts, we are of the view that delay caused on account of dealing with the approved vendor of the Respondent and in designing GIS adaptor and approval of drawing by the Respondent is from 15.05.2024 (i.e. date of application for vendor) to 07.10.2024 (date of approval of drawing) is beyond the control of the Petitioner and qualify as unforeseen reasons and the Petitioner is eligible for extension for aforesaid grounds.

.....”

9.23 Considering the above, we are of the view that the delay occurred in approval of common drawing of the petitioner and other connectivity holders by the respondent as additional condition put up by the respondent is beyond the control of the petitioner. The time period for

such delay is from 27.05.2024 to 11.09.2024 which worked out to 107 days. Hence, the petitioner is eligible for extension of 107 days for submission of common drawing by the petitioner and other connectivity holders and approval of the same by the respondent.

10. Now we deal with the issue with regard to delay due to bay allocation and swapping.

10.1 The Petitioner submitted that on 12.09.2023 the bay allocated was (1) M/s. Morjar, (2) M/s. OP Wind (3) M/s. Suzlon. On 16.09.2023 the connectivity granted to M/s. Morjar for 200 MW was revoked consequently, the construction work of the bay allocated to it by GETCO came to a standstill. It was only after the interim order granted by the Hon'ble Gujarat High Court in Application No. 18685 of 2023 the Petitioner was granted Bay by way of meeting dated 22.11.2023. The Petitioner was again placed at Bay -2 after meeting dated 22.12.2023. During the meeting held on 22.02.2024, the earlier MOMs dated 12.09.2023 and 22.11.2023 wherein the bay numbers were allotted to the developers were held void. On 09.08.2024 the bay allocation was finalized with a sequence (1) M/s. Morjar (2) M/s. OP Wind (3) M/s. Cleanmax (4) M/s. Suzlon. Therefore, on this ground the Petitioner seeks an extension of 332 days for the unforeseen event from 12.09.2023 to 09.08.2024.

10.2 Per contra the Respondent submitted that initially bay sequence was considered as M/s. Morjar, M/s. OP Wind and M/s. Suzlon in 2023. When M/s. Morjar's connectivity was cancelled, though the capacity was spare, there were interim order vide order dated 23.10.2023 by the Hon'ble High Court of Gujarat. In the minutes of meeting dated 22.11.2023 the bay sequence was considered as M/s. OP wind- M/s. Suzlon- M/s. Morjar under interim Orders. After order dated 22.12.2023 by the Hon'ble High Court and the capacity allocated to M/s. Morjar being cancelled, fresh connectivity was granted on capacity including to M/s. Morjar and M/s. OP wind. In the meeting dated 22.02.2024 the bay sequence was decided as M/s. Morjar, M/s. OP Wind, M/s. Suzlon and M/s. Cleanmax. It is submitted that all times, the bay sequence was agreed to by all developers and no objections were received. It is submitted that the Petitioner is claiming that the construction activity of bay was stopped due to the issues with M/s. Morjar, at this time, the Petitioner was writing to GETCO and CHINT for visit to sub-station etc.

10.3 We note that the petitioner has submitted that the delay occurred in completion of transmission systems as well as the project due to one of the reasons that GETCO has carried out swapping of bay allocated earlier to the project developer to whom connectivity was granted. It is undisputed

that the original bay allocated by the respondent on 12.9.2023 as Morjar-OPwind-Suzlon. From the above, it seems that the petitioner was allocated bay 2 at respondent substation. It is also an admitted fact that the connectivity of Morjar was cancelled on 16.09.2023 which was challenged by the Morjar before the Hon'ble High Court of Gujarat wherein interim order was passed by the Hon'ble High Court of Gujarat against such cancellation. Thereafter, the meeting was held by the respondent GETCO on 22.11.2020 wherein the bay sequence considered as OPwind-Suzlon-Morjar. From the above, it seems that the bay-1 was allocated to the petitioner by the respondent. It is also contended by the respondent that after order dated 22.12.2023 of Hon'ble High Court and capacity allocated to Morjar being cancelled and fresh connectivity was granted to Morjar. The petitioner and the respondent have also admitted that in the meeting held on 22.02.2024 the bay sequence was decided as Morjar, Opwind, Suzlon and Cleanmax. The petitioner and respondent have admitted that bay 2 was allocated to the petitioner and the sequence become Morjar, Opwind, Suzlon and Cleanmax. It is also stated that on later on 9.8.2024, the said bay sequence was changed as per meeting and the bay sequence become Morjar, Opwind, Cleanmax, and Suzlon. Thus, the change in bay sequence was made by the respondent from time to time. The petitioner

contended that due to change in the bay allocated by way of bay swapping, it affects the execution work related to bay and transmission system which seems valid. The uncertainty due to swapping of bay by the respondent will create the uncertainty with regard to work execution of bay and transmission system to be carried out by the project developer. We note that due to change in bay sequence of the project developer allocated at respondent s/s, the project developer are not able to carry out the construction activity at the S/S station and due to uncertainty about the bay and its locations, the transmission network which needs to lay down by the project developer will be affected because the connectivity of transmission network of the project terminate at the bay allocated by the respondent at its substations and will be affected as and when change in bay carried out by the Respondent. Thus, we are of the view that the change in bay sequence by the respondent affected the petitioner to execute the transmission line and bay works from 12.9.2023 to 22.2.2024.

- 10.4 Considering the above, the period from 12.09.2023 to 22.02.2024 (164 days) is unforeseen reason and as a consequence of which the petitioner was unable to complete the transmission network and thus qualified for extension.

11. Issue of allowing the Petitioner for Temporary Use of Bay under Stop Gap Arrangement.

11.1 The temporary Bay arrangement entered between the Petitioner and Respondent was upto 31.03.2025. Since the Petitioner failed to construct its Permanent Bay on account of unforeseen reasons, the rest of the work with respect to commissioning of the evacuation line will be stranded in absence of access to the Respondent's Temporary Bay.

11.2 The Commission, at the time of granting interim reliefs in similar matters, have held that since GETCO does not have any other use planned for such bays and therefore, GETCO should allow the developer to use the temporary bay until the same is required by GETCO for any other purpose. In any way whatsoever, if the timeline is surpassed by the Petitioner, the Respondent will be entitled to recover transmission charges from the Petitioner. The Respondent in the present case has failed to demonstrate any alternative use for the temporary Bay granted to the Petitioner. The delay in construction of the Permanent Bay was not attributable to the Petitioner and therefore, in the interest of Justice, the respondent should allow the Petitioner to use the Temporary Bay till the construction of Permanent Bay or till commissioning of the evacuation system

11.3 Per contra the Respondent submitted that the Petitioner was granted connectivity at the 220 kV Kalavad sub-station and its right to such connectivity is subject to the conditions, including construction of the evacuation line within time. The GETCO had considered the arrangement, based on various consideration and subject to various conditions, however this cannot be considered as a right of Petitioner. He further submitted that the arrangement was purely temporary arrangement and only for a specific period and had a firm timeline. He further submitted that undertaking was submitted from time to time by the Petitioner.

11.4 With consideration of the pleadings placed before the Commission supported by the documentary evidence already on record, we note that prima facie it is evident that the Petitioner made all efforts to construct and complete the GIS bay at the 220 KV Kalavad Sub-station of the Respondent within the specified timelines. However, the additional condition of common drawing approval, selection of common vendor, additional technical requirements for coupling the Permanent bay's equipment of the Petitioner and other RE Developers with existing GIS bay of the Respondent, which is of different make, led to the delay in completion of the work which is beyond the control of the Petitioner. We also note that the Petitioner cannot electrically commission its Permanent Bay unless other RE Generators commissioned their permanent bay so that the

Common Bus-bar is charged. We, therefore, decide and direct the Respondent to allow the Petitioner who has constructed its transmission system and its GIS bays is yet to commission even after commissioning of the Petitioner's bay, its charging is dependent on construction and charging bays of other developers who have yet to construct and commission its own bays which is not in control of the Petitioner. Further, the Respondent has already allotted its spare bay for utilization on temporary basis to the Petitioner by taking undertaking that the Respondent when requires the said bay the Petitioner is bound to give it without assigning any reason for evacuation of power generated from the Petitioner project under captive and third party open access which not only provide the efficient utilization of the Respondent assets but also provide earning revenue by the Respondent. The Petitioner has already given undertaking to the Respondent for utilization of the Respondent Bay on temporary basis specifically stating that the Respondent has right to take back the said bay as and when needed. We note that the energized bays of the Petitioner is depended upon construction and commissioning of bays of other RE generators as per the conditions of the Respondent. We note that the Petitioner cannot be made liable owing to the non-completion of work by the other RE Generators if not complete their bays work at the Respondent Kalavad S/S.

11.5 It is undisputed fact between the parties that the Petitioner has partly commissioned its Wind-Solar Hybrid project, generating electricity from it and is supplying RE power to the consumers located in the State of Gujarat since 23.08.2024 under Open Access, after getting due approvals of the Respondent for utilization of temporary bay.

11.6 The Petitioner prayed that it may be allowed by the Commission to utilize the Temporary Bay of the Respondent till such time the permanent bay of the Petitioner is operational. However, in case the prayer of the Petitioner is not allowed and the extension as sought by the Petitioner is not granted, then not only the Petitioner's RE Project would come to a standstill, the capacity will become stranded which will cause generation losses to the Petitioner and also cause losses to the nation by depriving the consumer(s) of the state from availing RE source of power. In any case the Petitioner is paying the open access charges for utilization of transmission network which is helpful to the Respondent for efficient utilization of its network and also earns revenue which ultimately leads to the reduction of transmission charges of the other Open Access consumers of the state.

11.7 Further, we also note that the Respondent has allocated the spare bay to the petitioner on temporary basis for utilization and also evacuate the power

generated from its RE project to the consumers under Open Access. The petitioner has also given an undertaking that as and when the Respondent requires for utilization of its bay, the same shall be provided by the petitioner without any objection whatsoever. Further, the petitioner has in its submission also stated that the surplus capacity which is available in the transmission system/ bay allocated by the respondent, the respondent will be allowed to utilize the same without any restriction or objection by the petitioner. The said submission of the petitioner is in the interest of petitioner as well as the respondent and also the optimum utilization of the assets. Hence, we decide and direct the respondent to permit utilization of its temporary bays to the petitioner until the respondent needs to utilize the same for itself with consideration of aforesaid observation.

ORDER

12. In view thereof, we decide that the present petition succeeds. We hold and declare that:
 - (a) Delay occurred due to requirement of different makes of GIS bay from 10.11.2023 to 11.9.2024 i.e. **for 307 days.**

(b) Delay occurred in approval of common drawing of the petitioner and other connectivity holders by the Respondent from 27.05.2024 to 11.09.2024 i.e. **for 108 days.**

(c) Delay due to bay allocation and swapping from 12.09.2023 to 22.02.2024 i.e. for **164 days.**

(d) In view of the above, Respondent shall allow the Petitioner to utilize the temporary Bay allotted by it until the completion of construction and commissioning of the permanent bay by the other 3 RE generators (Cleanmax, Suzlon, Morjar) connected to the same line subject to terms and conditions of the undertaking given by the petitioner for utilization of such bay and accordingly, the Respondent shall not disconnect the power from the Petitioner's project until the commissioning of the permanent Bay.

13. Based on above, we decide that the Petitioner is eligible to get extension in commissioning of transmission network and system for a period of **366 days.**

14. We order accordingly.

15. With this order, the petition and IA if any therein, stand disposed of.

Sd/-

**[S.R.PANDEY]
MEMBER**

Sd/-

**[MEHUL M GANDHI]
MEMBER**

Place: Gandhinagar.
Date: 17/10/2025

