

**BEFORE THE GUJARAT ELECTRICITY REGULATORY COMMISSION**

**GANDHINAGAR**

**Petition No. 2474 of 2025.**

**In the Matter of:**

**Petition under Section 86 (1) (c) (e) and (f) of the Electricity Act, 2003 read with Regulations 80 and 82 of the GERC (Conduct of Business) Regulations, 2004 seeking directions for quashing the letter dated 18.02.2025 issued at the behest of Respondent GETCO and for seeking extension in completion of evacuation system.**

**And**

**IA No. 33 of 2025 in Petition No. 2474 of 2025**

**In the Matter of:**

**Interlocutory Application is filed 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.**

Applicant/Petitioner: JSW Renewable Energy (Anjar) Limited,  
JSW Center, Bandra Kurla Complex,  
Bandra (East), Mumbai-400051.

Represented By : Ld. Adv. Mr. Aditya K. Singh, Adv. Anukriti Jain,  
Adv. Vineet Gupta & Adv. Divyansh Singh.

V/s.

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

Represented By : Ld. Adv. Aneesh Bajaj, Along with  
Mr. Shobraj 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 quash the letter dated 18.02.2025 issued by GETCO.
  - b) To declare and hold that the GETCO has no right to revoke the connectivity and encash the BG if there is delay in completion of the evacuation infrastructure.
  - c) To declare and hold that unforeseen events have impacted ability of the Petitioner to construct the evacuation infrastructure for evacuation of 9 MW hybrid power.
  - d) To grant extension of 158 days, for commissioning the entire evacuation line along with bays and metering system for evacuation of 9 MW hybrid power from the project of Petitioner due to delays suffered on account of unforeseen events.

- e) To declare and hold that the Petitioner is allowed to commission the entire generation capacity within two (2) years from the date of the charging of evacuation line.
- f) In the interim, to direct the Respondent to not take any coercive action including revocation of connectivity and encashment of bank guarantee till the final disposal of the Petition.

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

- 2.1. The Petitioner is developing a 16.5 MW Solar-Wind Hybrid Project. This project includes the 9 MW Evacuation capacity as per GETCO Stage-II connectivity grant to supply power to JSW Steel's manufacturing facility in Anjar. The Project is located in Morthala and Lunasar Village, Thangadh, Gujarat.
- 2.2. The Petitioner has been granted connectivity for evacuation of 9 MW Hybrid power Project at GETCO 66/11kV Gangiyavadar substation via a 66kV S/C transmission line from the 66/33kV pooling substation at Village Morthala, Taluka Thangadh, District Surendranagar. GETCO has agreed to provide connection of Project to the transmission system of GETCO at the interconnection point at the aforesaid Substation.
- 2.3. The Ministry of New & Renewable Energy on 14.05.2018 notified National Wind Solar Hybrid Policy (National WSH Policy). The National WSH Policy

provides framework for promotion of large grid connected wind solar PV hybrid system for optimal and efficient utilization of transmission infrastructure and land, reducing the variability in renewable power generation and achieving better grid stability.

- 2.4. The GOG issued Gujarat Wind Solar Hybrid Policy 2018 on 20.06.2018 with an aim to scale up installation of Wind & Solar Hybrid Power project. The Gujarat WSH Policy 2018 was effective for a period of 5 years from 20.06.2018 the date of its issuance.
- 2.5. The Commission issued Procedure for grant of connectivity to RE projects on 07.01.2023. This procedure provides timeline for evacuation and generation capacity both. There is direct penalty provision for delay in evacuation and generation capacity.
- 2.6. The Petitioner applied for Stage-I grid connectivity on 28.03.2023 for evacuation of 18 MW Hybrid Power at GETCO 66KV Gangiyavadar substation on 66 KV class for captive which was approved by GETCO on 30.09.2023.
- 2.7. The Commission issued Order No. 01 of 2024 dated 22.02.2024 regarding Tariff framework for procurement of power from Wind-Solar Hybrid Power Projects for the State of Gujarat.

- 2.8. GETCO intimated approval to the Petitioner for Stage-II grid connectivity on 31.03.2024 for connection of the Project with GETCO 66/11KV Gangiyavadar substation via a 66kV S/C transmission line from the 66/33kV pooling substation at Village Morthala of GETCO.
- 2.9. The provisional estimate of supervision charges for erection of feeder bay for evacuation of electricity from the Project was issued by GETCO on 16.04.2024. This was paid by the Petitioner on 15.05.2024.
- 2.10. The Connection Agreement was executed between GETCO and the Petitioner on 23.05.2024 for establishing connectivity of the Project with GETCO Substation.
- 2.11. The Petitioner had initiated the work of construction of the Evacuation Infrastructure after the grant of the stage-II connectivity. The various purchase orders being placed by the Petitioner.
- 2.12. The Petitioner initiated the construction work for the evacuation infrastructure on time. Significant progress has been made, including the completion of initial groundwork, procurement of essential materials, process of seeking land and approval of key layouts. An investment of around Rs 105 Crore has been made.

2.13. While the Petitioner had initiated the construction work for development of the Project on time, it faced lot of unforeseen difficulties in implementation of the same. These difficulties include the following:

- i. Right of Way (ROW) issues
- ii. Heavy rainfall and cyclone Asana hit Gujarat in August 2024 which had a cascading effect till October 2024, resulting in disruption of project activities significantly. Logistics, material delivery, and roadworks were severely affected during this period.
- iii. Delay in raw material delivery due to market demand crisis.

2.14. The project encountered several Right of Way challenges that caused significant delays and disruptions in progress of development of the project. Details of some of the ROW issues are being reproduced:

- (i) The first issue arose on 01.03.2024, when the local Sarpanch expressed an intention to take over the project from the vendor, Shree Samarth. This concern was addressed by engaging with various stakeholders to facilitate dialogue and resolved the matter.
- (ii) Another major ROW dispute occurred between 10.10.2024 and 25.12.2024, when solar project activities were halted at two out of six land parcels due to a legal case filed by a landowner, alleging under payment relating to prior agreements. The vendor actively engaged

in discussions with the landowner, and a counterclaim for land encroachment was filed, while law enforcement was involved to expedite resolution.

(iii) Further complications emerged on 21.10.2024, when ROW issues were exacerbated by various individuals who obstructed access routes, proposing alternative pathways, which significantly hindered the project timeline. The Petitioner took immediate action to mediate and resolve this issue, ensuring the work continued.

(iv) Additionally, ROW issues arose between the vendor and sub-vendor on 01.01.2025, and again on 07.03.2025, due to outstanding payment issues. These disputes were proactively managed through intervention but have caused significant delay in the execution of the Evacuation line and commissioning of the project.

(v) There are various disputes concerning land due to occurrence of unforeseen circumstances. Various individuals have tried to create obstacles in our project execution.

2.15. The progress of the project was impacted due to riots and rampages created by local individuals, and denying access of site by coming to the site with weapons, with the intent of beating up the labourers and company employees. Further the local individuals also initiated unlawful

and false litigations, despite acquisition and registration of land post payment of agreed compensation.

2.16. The security of labourers and employees were under threat, reason being the work at project sites were stopped multiple times by various individuals.

2.17. As submitted in the table, petitioner has acquired the critical land parcel vide registration sale deed no. 824/2024 dated 25.07.2024 and paid the entire agreed compensation of Rs. 24 lakh as per the agreement. However, the earlier land owner with some local individuals started litigation at village Panchayat level and escalated to Mamlatdar, the Assistant Collector's Court of Chotila, District Collector Court and the Civil Court, Thangadh.

2.18. Despite the legal and police protection the issue still survive and creating regular interruptions, further the litigation is still pending at higher courts and awaiting resolutions.

Table No. 1: Update of litigations and ROW issues for Anjar Site

Sr. No.	Authority/ Court	Date	Applicant	Respondent	Update
1	Land Registrar Office	25-Jul-24	Mr Karamshibhai Bhalabhai and JSW Renewable Energy (Anjar) Ltd. registered the Sale deed		Registration of Sale deed No. 824/2024 dated 25.07.2024 and full compensation of Rs. 24,54,800/- through Demand draft
2	Mamlatdar, Thangadh	31-Aug-24	Mr Karamshibh	JSW Renewable	Letter No. e-dhara/ takarai/ morthala-2549/v/8/2024 dated

			ai Bhalabhai and others	Energy (Anjar) Ltd. and others	31.08.2024, objection on village entry no 2459 (sale), taken for dispute resolution by Mamlatdar and referred to the Assistant Collector, court of Chotila due to Jurisdiction.
3	Police Station, Thangadh	25-Sep-24	Mr Karamshibhai Bhalabhai and others	JSW Renewable Energy (Anjar) Ltd. and others	Applicant filed a police complained making false acquisitions and also accepted receipt of compensation of Rs 24,54,800/-.
4	Assistant Collector, Court of Chotila	24-Oct-24	Mr Karamshibhai Bhalabhai and others	JSW Renewable Energy (Anjar) Ltd. and others	The court ordered on 24.10.24, for denial of appeal and held that the land had been purchased by JSW legally for legitimate Industrial purposes. Upheld Registration of the Sale deed No. 824/2024 and village entry no 2459 (sale).
5	District Collector Court	05-Dec-24	Mr Karamshibhai Bhalabhai and others	JSW Renewable Energy (Anjar) Ltd. and others	Applicant filed a revised Appeal No SRN/10/2025, challenging the order dated 24.10.2024
6	Civil Court, Thangadh	26-Dec-24	Mr Karamshibhai Bhalabhai and others	JSW Renewable Energy (Anjar) Ltd. and others	Applicant filed suits against the Petitioner and hearing scheduled to defend in Case No. RCS/69/2024 filed against the Petitioner with interim injunction
7	Police Station, Thangadh	17-Jan-25	JSW Renewable Energy (Anjar) Ltd. and others	Mr Karamshibhai Bhalabhai and others	Some of the local peoples are creating riots and rampages, coming to the site with weapons in hand and denying access to site and stopping project work.
8	Police Station, Thangadh	08-Feb-25	JSW Renewable Energy (Anjar) Ltd. and others	Mr Karamshibhai Bhalabhai and others	Police complaint was filed as work was interrupted repeatedly and there was reasonable apprehension of violence.
9	District Collector Court	16-Apr-25	Mr Karamshibhai Bhalabhai and others	JSW Renewable Energy	Hearing continued in case no SRN/10/2025. Despite the favourable order by the Assistant Collector Court order holding JSW acquisition legitimate, and no stay

				(Anjar) Ltd. and others	on the same. Applicants are still denying partial access of site and JSW required police protection for the safety of its employees and workers
10	District Collector Court	Pending as on date	Mr Karamshibhai Bhalabhai and others	JSW Renewable Energy (Anjar) Ltd. and others	The order is still pending and issue continues till date

2.19. Heavy rainfall and cyclone Asana hit Gujarat in August 2024 which had a cascading effect till October 2024. Project activities could only resume in November 2024 after revising the original project schedule. The cyclone caused significant damage to infrastructure, including the destruction of over 1,000 villages in the region, leaving them without power. Hundreds of electric poles were damaged, and several coastal villages were flooded due to heavy rainfall and incoming seawater. The intensity of the storm disrupted local power supplies, severely damaged transport infrastructure and created hazardous conditions for workers and materials at the project site.

2.20. Given that Bhavnagar is a seaside city near the Saurashtra peninsula, which was directly impacted by the cyclone, the project site experienced significant adverse effects from this natural disaster. These conditions, caused by the cyclone, were unforeseeable and unavoidable, despite the

Petitioner's best efforts to mitigate risks and adhere to the project timeline. As a result of the cyclone's impact, the Petitioner faced:

- a. Severe disruption to logistics and supply chains: Essential materials and equipment could not be transported or delivered to the site due to damaged roads, bridges, and infrastructure.
- b. Damaged construction and electrical infrastructure: The destruction of power lines and electrical poles hindered the installation and completion of the necessary infrastructure for the project.
- c. Safety concerns and hazardous working conditions: Flooding and the threat of further storms made it unsafe to continue construction activities, thereby halting progress on site.
- d. Inaccessibility of the site: The heavy rainfall and flooding led to the complete inaccessibility of the project site for an extended period, halting all construction works.

2.21. The cyclone's impact constitutes a legitimate Force Majeure event, excusing the delay in the commissioning of the remaining project's generation capacity within the stipulated control period. The Petitioner could not have reasonably anticipated the extent of this natural disaster nor could have it taken steps to mitigate its impact. Therefore, the

Petitioner requested that the delay be acknowledged as a result of Force Majeure and the timeline for the project be extended accordingly.

2.22. It is also stated that there are inclement weather conditions unfavorable for construction activities during July to October wherein, the Project sites in India are affected by severe water logging, floods and high winds. The extremely wet conditions make the movement of construction machinery very challenging slowing down the progress rate tremendously as well as posing health and safety hazard to the construction workers at the project site. Secondly, the high wind conditions do not allow the erection of wind turbines during this period. It is for above reasons that the Petitioners will not be able to undertake meaningful construction activities from July 2025 to October 2025. Thus, an extension in validity of connectivity needs to be granted for such period by the Commission.

2.23. The delay in the delivery of 66 KV protection and metering CT and 33 KV metering CT can be attributed to an ongoing market demand crisis and significant disruptions in the global supply chain, both of which constitute unforeseeable events that lie beyond the Petitioner's control. The current global supply chain issues, which have affected industries worldwide, have resulted in severe shortages of critical components, including the specific circuit breakers required for this project. Despite the Petitioner's best

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

2.24. These disruptions were entirely outside the Petitioner's control and that every effort has been made to minimize their impact. The Petitioner's contractor has acted in good faith and even placed purchase orders for equipments.

2.25. The delay in delivery of equipment caused by global supply chain disruptions, has impacted the timely completion of the Project. Despite the Petitioner's proactive follow-ups, the unforeseen circumstances have led to unavoidable delays.

2.26. GETCO is misinterpreting provisions of Hybrid Tariff Order issued communication on 18.02.2025 informing that it will encash Bank Guarantee and revoke connectivity knowing fully well Hybrid Tariff Order does not stipulate encashment of Bank Guarantee or revocation for delay in completion of the Evacuation Infrastructure. Further, Hybrid Tariff Order stipulates commissioning of the generation capacity by one year from the date of the charging of the evacuation infrastructure. Therefore, issuance of the Impugned Communication is without any force of law.

2.27. The aforementioned communication was replied by the Petitioner vide letter dated 04.03.2025 with prayer for extension in completion of the Evacuation Infrastructure due to occurrence of various unforeseen events including but not limited to RoW issues and Heavy rainfall, Cyclone. Extension in completion date of the Evacuation Infrastructure is needed to ensure consequential relief in timeline of commissioning of the generating station.

2.28. GETCO vide letter dated 13.03.2025 replied to the letter dated 04.03.2025 of the Petitioner suggesting the Petitioner to approach GERC.

2.29. The Petitioner vide communication dated 18.03.2025 sought extension.

2.30. The Petitioner relied on the following judgements:

- (i) The Hon'ble Appellate Tribunal in Hirehalli Solar Power Project LLP -v- Bangalore Electricity Supply Company Ltd., 2021 SCC OnLine APTEL 66.
- (ii) The Hon'ble Supreme Court in *Bangalore Electricity Supply Company Limited -v- Hirehalli Solar Power Project LLP and Others, 2024 SCC OnLine SC 2253*
- (iii) The Hon'ble Appellate Tribunal in *Chennamangathihalli Solar Power Project L L.P, -v- Bangalore Electricity Supply Company Limited, 2020 SCC OnLine APTEL 75,*

- 2.31. The Petitioner has applied for the grid connectivity for development of 9 MW hybrid project and obtained stage-II connectivity at 66 KV Gangiyavadar substation (GSS) from GETCO on 31 March 2024 and executed the agreement for connectivity on 23 May 2024.
- 2.32. There is only a single bay available at 66 KV Gangiyavadar substation (GSS), at which 36 MW Stage-II connectivity's were already granted to M/s. Opera Energy Private Limited ("OEPL" or "Lead Generator") on 31 January 2024.
- 2.33. To optimize the bay utilization, GETCO granted petitioner's 9 MW Hybrid connectivity on sharing basis, where the OEPL will act as Lead Generator and entire 45 MW renewable capacity to be connected through the common infrastructure at the same Bay.
- 2.34. The Petitioner and the Lead Generator has entered into the Common Infrastructure Facility Agreement dated 30.08.2024.
- 2.35. The Lead Generator, M/s. Opera has clearly identified and accepted the role of Lead Generator for the common infrastructure in the above agreement.
- 2.36. In a communication over the email dated 11 September 2025, the Lead Generator has shared the CT/PT test report (dated 04 September, 2025) and the ABT meter sealing MOM between the officials of GETCO (Const.), PGVCL, Opera and JSW.

- 2.37. On 11.09.2025, the Lead Generator communicated to the Petitioner that approval of Chief Electrical Inspector for line bay and 35 MW bay are pending from their end and they are expecting it to be completed within a week time.
- 2.38. Lead Generator also informed the Petitioner that they are working on RTU configuration.
- 2.39. The Petitioner has performed its obligations and have completed erection of its 66 KV overhead line and waiting for readiness of common infrastructure. The CEIG Inspection approval of the Petitioner's electrical installation of 66 KV S/C Panther Tower Line is received on 09 July 2025.
- 2.40. It is clear from the above that the delay is on account of uncertainty and non-readiness of common infrastructure and not attributed to the Petitioner, whereas Petitioner were in fact ready for charging of its Electrical Infrastructure and waiting for the readiness of common infrastructure.
- 2.41. The Petitioner has made entire investment and 9 MW hybrid Renewable Project (9.9 MW Wind and 6.6 MW Solar) is ready to generate.
- 2.42. The Petitioner has timely invested in project and installed the project even before the March 2025 timeline. In fact, the petitioner has received the

CEIG inspection approval dated 20.03.2025 for competition of electrical installation of following equipment;

a. 9 MW<sub>DC</sub> and 6.6 MW<sub>AC</sub> Solar

b. 6.6 MW<sub>AC</sub> Inverters

c. Transformer

d. HT Breakers

2.43. The Petitioner was ready to inject the power since March 2025 itself, however due to non-readiness of common system it could not commission the project and bearing the IDC cost on the same.

2.44. Despite no clarity on availability of common infrastructure and continuation of litigation, the Petitioner went ahead and installed 9.9 MW (i.e. 3 x 3.3 MW) of Envision Wind Turbine Generators (WTGs).

2.45. The Petitioner has also completed erection of 66 KV overhead line and waiting for readiness of common infrastructure to charge.

2.46. The reason for delay in commissioning of Petitioner's 9 MW hybrid project from the connectivity timeline is not attributed to the Petitioner and solely due to unexpected Force Majeure events unfolded as above. The Petitioner has already burdened with the cost over-run and loss of revenue despite putting all its effort to commission the project on time.

2.47. The Petitioner is installing a hybrid project combining the 9.9 MW Wind and 6.6 MW solar project with the evacuation approval of 9 MW. Therefore, the above project will help in optimal utilization of transmission infrastructure and grid balancing due to predominant wind capacity.

2.48. The Petitioner request the Commission to relax the delay in commissioning timeline as per the connectivity regulation and procedures. Since, Petitioner's request for extension of 158 days was submitted with a prior assumption of earlier conclusion of above force majeure issues, however, some of the issues are still continuing, despite readiness of the Petitioner's infrastructure, the petitioner request the Commission to allow commissioning of the project within 30 days from the resolution of interconnection issues.

2.49. The Petitioner also request the Commission to allow interim injection of power into the grid by the Petitioner and account the same for its captive consumption, irrespective of the readiness of Lead Generator, and direct GETCO to consider possible technical solutions for early resolution of the same.

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

3.1. The GETCO is a State Transmission Utility under Section 39 of the Electricity Act, 2003 and a transmission licensee under the Electricity Act,

2003. As the State Transmission Utility GETCO discharges the functions as provided under sub-section (2) of Section 39.

3.2. The Commission has framed GERC (Terms and Conditions of Inter-State Open Access) Regulations, 2011 whereunder it is provided that the detailed procedure may be approved by the Commission which would inter alia include aspects on application for connectivity and open access and other issues.

3.3. A Detailed Procedure was drafted in relation to the grant of connectivity to projects based on Renewable Sources to Intra- State Transmission System and in terms of the Open Access Regulations, the draft had been placed on the website of the Respondent to invite comments and suggestions and thereafter the same was placed before the Commission. The Commission approved the detailed procedure for grant of connectivity to project based on Renewable sources to Intra State Transmission system on 07.01.2023.

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

the Grantee does not meet the requirements. It is incorrect on part of the Petitioner to claim that Hybrid Tariff Order does not stipulate any penalty firstly when the said order itself provides for encashment of Bank guarantee and further when the Detailed procedure is clear on consequences.

- 3.5. The Detailed Procedure and Hybrid Order Provides for encashment of bank guarantee. Further, detailed procedure provides for cancellation of connectivity in case evacuation line is not completed within the timeline. The reference to cancellation for balance 90% is that even if the evacuation line is completed in time but the power project is not commissioned, the connectivity to that extent would be cancelled. This, however, does not take away the cancellation of connectivity due to evacuation line not being constructed. It cannot be that the Petitioner can block the capacity for connectivity and simply delay as much as it wants. The interpretation of the Petitioner is correct, there was no reason for providing any timeline or otherwise providing for extension. The Petitioner has claimed a declaration that GETCO has no right to encash the Bank guarantee even if there is delay which is clearly contrary to the law and cannot be granted.
- 3.6. The detailed procedure provides for sharing wherein one of the Grantees is a lead generator.

- 3.7. The Petitioner was granted Stage-II connectivity vide letter dated 31.03.2024 for 9 MW hybrid power project at 66 kV Gangiyavadar sub-station of GETCO and in terms of the prevailing timelines on the date of Stage-II connectivity being 12 months, the Petitioner is required to complete by date 30.03.2025. The Petitioner had undertaken the project under captive mode.
- 3.8. The Petitioner was granted connectivity on sharing basis and the Petitioner has entered into agreement with Opera Engitch Private Limited. The said company has also filed a Petition seeking extension of time.
- 3.9. The GETCO has filed a Petition being Petition No. 2490 of 2025 in regard to the timelines inter alia as per the Hybrid Tariff Order dated 22.02.2024 which may have implications on the timelines.
- 3.10. The Petitioner has sought for extension of the timelines which has to be considered by the Commission in terms of the Detailed Procedure read with Tariff Orders. While there is no specific provision of force majeure, the Tariff Orders only recognise failure to commission on case to case basis due to unforeseen reasons. The consistent reference to force majeure in the Petition is therefore not correct. While the Tariff order recognises the extension in certain cases, there is no inherent power in terms of the

Electricity Act or otherwise in Conduct of Business Regulations or any other Regulation for such aspects.

3.11. The Conduct of Business Regulations is for Procedural aspects and not for substantive rights. The Supreme Court in GUVNL vs. Solar Semi-Conductor 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 decision of the Supreme Court has recognized that inherent powers are procedural in nature and cannot affect the substantive right of the parties.

3.12. Even otherwise, when the Tariff order provides for the timelines and the scope of extension, the reliance on Conduct of Business Regulations etc. is not correct.

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

3.14. The Petitioner is seeking on the basis of alleged aspects:

(a) Right of way issues

(b) Heavy Rainfall and cyclone Asana in August 2024

(c) Delay in raw material delivery due to market demand crisis

3.15. Opera which is the lead generator has not raised these three issues in its Petition.

3.16. The Petitioner is seeking extension till 158 days. The Petitioner is required to justify the timelines.

3.17. The Petitioner has submitted a Bank guarantee dated 21.03.2024 amounting to Rs. 90,00,000/- which is expiring on 30.06.2025 with claim period until 30.06.2026. The Petitioner is required to maintain the Bank guarantee which is an unconditional Bank guarantee.

3.18. The Petitioner entered into the Consortium Agreement and the same was submitted to GETCO on 07.10.2024 and Opera as lead generator requested for kick off meeting on 07.10.2024 which was organized by GETCO on 10.10.2024. Therefore, the request for kick off meeting itself was received only on 07.10.2024.

3.19. In terms of the Hybrid Tariff Order dated 22.02.2024, the extension can be granted only by the Commission and GETCO cannot grant any extension. Therefore, GETCO had issued the letter dated 18.02.2025 reminding the timelines and consequences thereof. The issuance of letter is no necessity under the Detailed Procedure and is only by way of reminder. The letter cannot be set aside. It is the responsibility of the Petitioner to ensure that

the extension was sought within time. Even after such letter, the Petitioner did not approach the Commission but chose to write to GETCO. The Petitioner only approach the Commission vide letter dt. 18.03.2025 and thereafter filed the Petition on 29.03.2025.

3.20. The Petitioner has sought to refer to several Right of Way issues. The alleged RoW issue relate to the power project although the Petitioner may clarify on such aspects. The delay claimed is from 24.10.2024 to 25.01.2024 and it is upto the Petitioner to justify such claim. The tabulation is for longer period and does not match the Period of 24.10.2024 to 25.01.2024.

3.21. One of the issues is claim on 01.03.2024 which is even before the grant of Stage-II connectivity. Further the Petitioner has sought to claim that the issue between vendor and sub-vendor due to outstanding payment issues as RoW which is not correct. This is not a RoW issue. The Petitioner has limited the Period to 24.10.2024 to 25.01.2025 and therefore, the alleged documents relating to other period is not relevant. Even for such period, the Petitioner is required to justify its contention.

3.22. The Petitioner has sought to refer to Court cases but it has not been stated that there was any stay or otherwise any bar in construction. Even if the power project was affected, it has not been clarified if the transmission line

was affected. The arrangement of land and resolving of RoW issues, if any, is the responsibility of the Petitioner and required to demonstrate that there were unforeseen reasons causing delay.

3.23. The Petitioner has claimed the right of way issues in 2024 but in the progress report submitted on 27.01.2025 for quarter ending December 2024 states that the expected date of commissioning as 31.03.2025 and therefore, it is clear that the Petitioner had not considered that there was any delay due to the above issues. Further, in the said status report, it was claimed that all foundations, tower erections and stringing was done.

3.24. The Judgement relied on by the Petitioner appear to relate to the delay in obtaining approvals and is in relation to the Contract of the PPA and the facts are different.

3.25. As is admitted by the Petitioner, the season is every year and therefore, the said period is already considered by the Commission in the timelines provided in the Detailed procedure / Orders.

3.26. The Petitioner has sought to claim that there was heavy rainfall and cyclone Asana hit Gujarat in August 2024 which disrupted the project and which could resume only in November 2024. However, in the table the cyclone claimed is only for 25<sup>th</sup> August to 2<sup>nd</sup> September and even for that there is no substantiation. But the Petitioner is claiming a delay on

03.07.2024 to 25.10.2024 which is patently incorrect. The cyclone was admittedly not in July 2024 and did not continue till October 2024.

- 3.27. The Petitioner has not provided any evidence or substantiation for any of its claims. The Petitioner has made a vague claims for the weather conditions claiming for July 2025 to October 2025 which is patently not correct. There is no substantiation of any such claim or any actual impact.
- 3.28. The Petitioner has sought to claim the delay in delivery of 66 kV protection and metering CT and 33 kV metering CT due to alleged market demand crisis but has not substantiated its claim at all. The Petitioner has not provided any details of when the order was placed, the delivery schedule or the actual delivery or any communication or proof of any of its contentions.
- 3.29. The Petitioner has sought to claim from 07.11.2024 onwards but has not produced any evidence.
- 3.30. The claim of global supply chain disruption is not substantiated. The delay by its contractor cannot be the basis of claiming extension. The claim of proactive follow up is also not substantiated. The Petitioner has to clarify whether the delay is considered as force majeure in the contract with the supplier/ contractor.

- 3.31. The delays or unavailability of materials or delays by contractors /sub-contractors is not considered force majeure and has been excluded in case of PPAs. The Commission may consider whether the same can be basis for consideration of extension of time and whether delays in delivery can be seen as unforeseen reason. The Petitioner has to demonstrate that the same was indeed unforeseen and was sudden and new situation. It cannot be that if the situation of high market demand was already existing, the Petitioner can still claim the same to be unforeseen.
- 3.32. It is the responsibility of the Petitioner to arrange for all inputs/equipments etc. and cannot seek extension merely because there has been a delay. This cannot be an unforeseen reason. Further, the reason for delay is not any specific event but that there is allegedly sudden increase in demand.
- 3.33. The Petitioner has claimed the such issues in 2024 but in progress report submitted on 27.01.2025 for quarter ending December 2024 states that the expected date of commissioning as 31.03.2025 and therefore it is clear that the Petitioner had not considered that there was any delay due to the above issues.
- 3.34. The Petitioner has not provided any details of the completion of the power project. As per the Order dated 22.02.2024, the timelines for the power

project are also 1 year from charging or timelines above whichever is earlier, which in this case would be the timeline of 12 months from stage-II connectivity i.e. 30.03.2025.

3.35. The Petitioner has considered the Order dated 22.02.2024 partially be 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.

3.36. While in the Petition, the Petitioner has referred to 1 year as per Order dated 22.02.2024, in prayer (f), it is claiming 2 years from date of charging of evacuation line which is unacceptable.

4. The Petitioner filed Rejoinder and contended as under:

4.1. It is submitted that the GETCO in its reply has itself admitted that the Tariff Order recognises extension in certain cases, while submitting that there is no inherent power with this Commission in terms of Conduct of Business Regulations for substantive rights of the Petitioner. GETCO has stated that the issues seeking extension is not related to any work to be done by GETCO. It is submitted that the Petitioner is not claiming any extension on that account either.

- 4.2. GETCO repeatedly cites the Petitioner's progress report dated 27.01.2025 to suggest that all major works were completed by December 2024, this assertion fails to reflect the full context and ongoing challenges. The report indicates physical progress in areas such as foundation, tower erection, and stringing, but it does not imply the readiness of the evacuation line for commissioning, which is contingent upon critical equipment including transformers and protection metering CTs still pending delivery due to global supply chain disruptions. Moreover, the progress achieved was in spite of significant and unforeseen delays caused by both Right of Way (ROW) disputes involving landowner litigation, access obstruction by local stakeholders, and vendor-sub-vendor conflicts and extreme weather conditions, including Cyclone Asani and monsoonal flooding from July to October 2024. The projected commissioning date of 31.03.2025 in the report was a best-case estimate, subject to resolution of pending issues.
- 4.3. The Petitioner has provided detailed, date-specific information regarding each ROW event, including the nature of the disruptions on the construction of the evacuation infrastructure, duration, and the remedial measures undertaken by the Petitioner.
- 4.4. The Petitioner has provided specific dates, durations, parties involved, and concrete actions taken to resolve each issue. Examples include:

- (i) The Sarpanch dispute from March to May 2024,
  - (ii) The legal case by the landowner from October to December 2024,
  - (iii) The obstruction by Ostrich Projects in October–November 2024, and
  - (iv) Access issues caused by local village authorities.
- 4.5. GETCO's objection to ROW issues dated 01.03.2024, on the ground that it occurred prior to the grant of Stage II connectivity is misplaced. It is submitted that the Force Majeure Event continued even after the grant of the connectivity and the Petitioner is claiming relief on the basis of the continuity of the force majeure events.
- 4.6. In the present case, the payment disputes led to withdrawal of personnel and obstruction of access to critical infrastructure which directly affecting ROW and delaying the commissioning of the evacuation infrastructure. It is therefore, submitted that this obstruction of site access falls within the broader scope of ROW disruption, especially since it impacted physical progress on site.
- 4.7. The completion of tower erection and stringing by December 2024 does not imply that all activities remained unaffected throughout the period. Interim halts and access denials due to ROW issues led to sequential delays in civil, electrical, and commissioning works

- 4.8. It is submitted the delay from July 2024 to October 2024 was caused by extraordinary weather events, including Cyclone Asani, which had a severe and prolonged impact on the project site located near Bhavnagar, Gujarat. The Petitioner in its petition has provided a detailed explanation, specific timelines, and substantiating information demonstrating that these conditions were unforeseeable, unavoidable, and outside the reasonable control of the Petitioner, thus qualifying as an unforeseen Circumstances.
- 4.9. GETCO's assertion that such weather conditions are seasonal and already factored into planning overlooks the unprecedented intensity and regional impact of Cyclone Asani, which caused destruction across more than 1,000 villages, damaged electric poles, disrupted power supply, and rendered transportation infrastructure inoperable. It is submitted that at the project site, logistics were halted, material supply chains were disrupted, electrical works were delayed, and site access was cut off due to flooding and hazardous conditions. These were not normal seasonal rains, but the result of a major natural disaster.
- 4.10. The delay in transformer delivery is directly linked to industry-wide disruptions caused by global supply chain issues and unprecedented market demand, which have affected the availability of critical

infrastructure components, including EHV transformers and same was persistent until 2025.

4.11. The Minutes of Meeting dated 12.01.2024 issued by the Ministry of Power, confirming that the availability of transformers, particularly for large-scale projects, would remain constrained until at least March 2025. This was not an isolated challenge which was just faced by the Petitioner along but a recognized national industry-wise issue.

4.12. GETCO's characterization of this delay as within the Petitioner's control is incorrect. The delays in delivery of the Transformer and its components stem from global supply chain disruptions, shortages of essential components such as porcelain bushings, OLTCs, and main tanks, and volatile geopolitical conditions, which were impossible to anticipate or mitigate at the planning stage.

4.13. The Petitioner prays to harmoniously interpret Tariff Order for Hybrid Project dated 22.02.2024, with the Procedure for Grant of Connectivity to Projects based on Renewable Sources to Intra-State Transmission System dated 07.01.2023.

4.14. Respondent, vide its letter dated 18.02.2025, while referring to earlier correspondence, stated that in accordance with the GERC-approved procedures and applicable tariff orders, the Petitioner is mandated to

complete the development and commissioning of the entire evacuation infrastructure including transmission lines, bays, and metering system on or before 31.03.2025. It was further conveyed that failure to adhere to the stipulated timeline may attract consequential regulatory actions, including but not limited to encashment of the Bank Guarantee, cancellation of the granted connectivity, and/or revocation of Open Access permissions.

4.15. GETCO has made a grave error and has completely misinterpreted the tariff framework for procurement of power from Tariff Order for Hybrid and Procedure for the Grant of Connectivity 2023 while issuing the letter, dated 18.02.2025, intimating the Petitioner regarding the completion of the entire evacuation line along with bays, metering system and commissioning of full capacity of the project within 12 months i.e. by 31.03.2025.

4.16. The Procedure for the Grant of Connectivity 2023 states that Stage-II Connectivity grantees shall require to complete the dedicated transmission line(s) including required bays, bus-bar at transmission licensees sub-station and generator pooling sub-station(s) etc. within timeline specified by the State Commission in relevant Orders/ LOA/LOI/ PPA for projects, as applicable time. Consequently, as per the Order No.1 of 2024-Tariff Order for Hybrid Projects, the entire evacuation

infrastructure needs to be completed within 12 months from the date of allotment of transmission capacity.

4.17. After the completion of the evacuation line, the Procedure for the Grant of Connectivity 2023 also states that the Stage-II grantee must commission at least 10% of the allotted capacity within one month after the evacuation line is charged. If not, the grantee will have to pay long-term transmission charges for that 10% until it is commissioned. The remaining 90% must be commissioned within 2 (two) years.

4.18. Even if the timeline for commissioning will be governed entirely in terms of the tariff order, then also, Tariff Order requires power plant to be commissioned within one year from charging. Relevant portion from Para 3.9 of the Tariff Order in clear terms state that balance 90% to be commissioned “within one year of”:

- a. Charging of evacuation line or
- b. As per timeframe stipulated above.

4.19. Intent of this provision is to provide one year from completion of charging. If any developer completes its evacuation infrastructure earlier than the stipulated timeframe, then it will have to commission the Project from the date of the completion/charging not one year from the timeline stipulated in the table.

- 4.20. Physical milestones like tower erection and stringing were completed by December 2024, as reflected in the Petitioner's status report dated 27.01.2025 repeatedly cited by GETCO. However, completion of civil works alone does not equate to completion of the evacuation line or project readiness for commissioning. The commissioning of the evacuation infrastructure is dependent on the availability and installation of critical components like transformers, which were delayed due to documented global supply chain disruptions and transformer shortages, acknowledged by the Ministry of Power and industry stakeholders (as cited earlier). These factors directly affect the ability of the Petitioner to meet the commissioning date of 30.03.2025.
- 4.21. The Petitioner has been making an effort to complete evacuation infrastructure within the timeline and has already invested an amount Rs.117.03 Cr in the project. The current progress report along with the amount invested in building the evacuation
- 4.22. Commission in its Tariff Order for Hybrid has opined that extension will be granted for unforeseen events. For meeting the test of unforeseen events, one has to demonstrate only that events could have been anticipated at the time of the grant of Stage-II connectivity.

- 4.23. The Petitioner filed the present Petition on 29.03.2025, which is within the applicable deadline of 30.03.2025, as per the Tariff Order for Hybrid dated 22.02.2024. The Respondent itself only issued its letter on 18.02.2025, formally addressing the commissioning timeline. Upon receipt of this letter, the Petitioner immediately responded by writing to GETCO on 04.03.2025 informing about the occurrence of the unforeseen events that led to the delay.
- 4.24. GETCO vide letter dated 13.03.2025 replied to the letter dated 04.03.2025 of the Petitioner suggesting the Petitioner to approach the Commission. Further, a letter dated 18.03.2025 was also issued by the Petitioner to GETCO seeking an extension for completion of the evacuation line, thereby demonstrating proactive engagement and continued diligence but the same was not replied by GETCO.
- 4.25. The Tariff Order for Hybrid does not provide that the connectivity will be revoked if there is delay in completion of the evacuation infrastructure, it merely provides penalty in form of 10% transmission charges and the Petitioner undertakes to make payment of 10% transmission charges till 10% project capacity is commissioned.
5. Ld. Adv. for the Petitioner has reiterated the submissions made in forgoing paras and has further argued as under:

- 5.1. He argued that the Petitioner has been granted connectivity for evacuation of 9 MW Hybrid Power project at GETCO 66/11 kV Gangiyavadar substation from 66 kV S/C transmission line from 66/33 kV pooling substation at village Morthala, Taluka - Thangadh, District-Surendranagar. GETCO has agreed to the connection of project to the transmission system of GETCO at the interconnection point at the aforesaid substation.
- 5.2. He argued that the Petitioner applied for Stage-I grid connectivity on 28.03.2023 initially for evacuation of 18 MW hybrid Power at GETCO 66 kV Gangiyavadar substation on 66 kV class for captive use. The GETCO intimated approval to the Petitioner for Stage-I connectivity on 30.09.2023. On 03.02.2024, the Petitioner applied for Stage-II connectivity for 9 MW hybrid power and submitted BG of an amount of INR 90 Lacs. The GETCO intimated approval to the Petitioner for Stage-II connectivity on 31.03.2024. The GETCO issued provisional estimate of supervision charges on 16.04.2024 for erection of feeder bay for evacuation of electricity from the project which was paid by the Petitioner on 15.05.2024. On 23.05.2024, Connection Agreement was executed between the GETCO and the Petitioner for establishing connectivity of the project with GETCO substation. The connectivity was granted to the

petitioner on sharing basis with M/s.Opera Energy Private Ltd. who was granted bay at the respondent substation and construction of such bay is the responsibility of M/s.Opera Energy Private Ltd. who is Lead generator. Accordingly, Common Infrastructure Agreement was also executed between M/s.Opera Energy Private Ltd. and petitioner on 30.08.2024 with various terms and conditions.

5.3. The Respondent GETCO issued a letter on 18.02.2025 intimating the Applicant/Petitioner that under Procedure for grant of Connectivity to Project based on Renewable sources to Intra-State Transmission System dated 07.01.2023 (*“Procedure for the Grant of Connectivity 2023”*) and relevant Tariff Order regarding the completion of the evacuation line for the 9 MW Hybrid power project evacuation at 66 kV Gangiyavadar S/s along with bays, metering system and commissioning full capacity of the project within 12 months i.e. by 30.03.2025, failing which GETCO shall initiate the action stipulated in the approved procedure/tariff order including but not limited to encashment of BG/cancellation of connectivity /Open Access.

5.4. He further argued that in reply to the Respondent’s letter dated 18.02.2025 the Applicant/ Petitioner vide letter dated 04.03.2025 requested for extension in completion of the evacuation infrastructure due

to occurrence of various unforeseen events including but not limited to ROW issues and heavy rainfall. He further submitted that Respondent GETCO vide letter dated 13.03.2025 replied letter dated 04.03.2025 of the Petitioner suggesting the Petitioner to approach the Commission.

5.5. He argued that the Commission had issued Tariff Order No. 1 of 2024 dated 22.02.2024 for *Tariff framework for procurement of power by distribution licensees and others from Wind – Solar Hybrid projects for the State of Gujarat*. Clause 3.9 of the Tariff Order No. 01 of 2024 provides for the period for commissioning the entire evacuation line along with Bays and metering system by the project developer has been stated as 12 months from the date of allotment of transmission capacity. Further, the Commission has power to issue extension if the developer fails to commission the entire evacuation line along with bays and metering system within the stipulated time period due to unforeseen reasons.

5.6. He argued that the Applicant/Petitioner had initiated construction work for evacuation infrastructure on time but it has faced lot of unforeseen difficulties such as (i) Right of Way issues (ii) Heavy Rainfall and cyclone, Asana hit Gujarat in August 2024 which had a cascading effect till October 2024 resulting in disruption of project activities significantly. Logistics, material delivery and roadworks were severely affected during this

period. (iii) Delay in raw material delivery due to market demand crisis and (iv) Delay in construction of Bay and Common Infrastructure by the lead generator M/s.Opera Energy Private Ltd. who has responsibility to construct bay at Respondent GETCO s/s for evacuation of power and the said bay and transmission system utilise by the petitioner on payment to lead generator on sharing basis. The petitioner has constructed its transmission system but M/s.Opera Energy Private Ltd. has not constructed its bay and Common Infrastructure.

- 5.7. With regard to delay due to Right of Way (ROW) issue is concerned, the first issue arose on 01.03.2024, when the local Sarpanch expressed an intention to take over the project from the vendor, Shree Samarth. This concern was addressed by engaging with various stakeholders to facilitate dialogue and resolved the matter. Another major ROW dispute occurred between 10.10.2024 and 25.12.2024 when solar project activities were halted at two out of six land parcels due to a legal case filed by a landowner, alleging under payment relating to prior agreements. The vendor actively engaged in discussion with landowner, and a counterclaim for land encroachment was filed which law enforcement was involved to expedite resolution. On 21.10.2024, when ROW issues were exacerbated by various individuals who obstructed access routes, proposing alternative pathways

which significantly hindered the project timelines. The Petitioner took immediate action to mediate and resolve this issue. Another RoW issue arose between the vendor and sub vendor on 01.01.2025 and again on 07.03.2025 due to outstanding payment issues. These disputes were proactively managed through intervention but have caused significant delay in the execution of the evacuation line and commissioning of the project.

- 5.8. He further argued that a complaint has been filed by Mr. Karamshibhai Bhalabhai Degama against M/s. JSW Renewable Energy Anjar Limited for land bearing survey No. 1035 for village: Morthla, Tal: Thangadh, Dist.- Surendranagar before Mamlatdar, Thangadh, objecting Registration of Sale Deed No.824/2024 and Village entry No.2459(Sale) which referred by Mamlatdar, Thangadh to Assistant Collector, Court of Chotila vide letter dated 31.08.2024. Subsequently, the Order passed by Assistant Collector, Court of Chotila on 24.10.24 in favour of petitioner, which further challenged vide SRN/10/2025 before the District Collector on 5.12.2024 and the Civil Court- Thangadh which has been registered vide case No. RCS/69/2024 on 26.12.2024 for cancellation of Sale Deed. The first hearing was held on 28.11.2024 and the case is still pending before the District Collector Court and Civil Court, Thangadh.

- 5.9. He further argued that heavy rainfall and cyclone Asana hit Gujarat in August 2024 which had a cascading effect till October 2024 in the place where the project is located resulting in disruption of project activities significantly. Project activities could only resume in November 2024 after revising the original project schedule. The project site experienced significant adverse effects from this natural disaster.
- 5.10. He further argued that there is inclement weather conditions unfavourable for construction activities during July to October wherein, the project sites in India are affected by severe waterlogging, floods and high winds. The extremely wet conditions made the movement of construction machinery very challenging slowing down the progress rate tremendously as well as posing health and safety hazard to the construction workers at the project site. He further contended that the high wind conditions do not allow the erection of wind turbines during this period. Thus, an extension in validity of connectivity needs to be granted for such period by the Commission.
- 5.11. He argued that the delay in the delivery of 66 kV Protection and metering CT and 33 kV metering CT can be attributed to an ongoing market demand crisis and significant disruptions in the global supply chain, both of which constitute unforeseeable events that are beyond the Petitioner's control.

The current global supply chain issues, which have affected industries worldwide, have resulted in severe shortages of critical components, including the specific circuit breakers required for this project. Despite the Petitioner's best efforts, including proactive and continuous follow-up with the Original Equipment Manufacturers (OEM) suppliers, there has been no feasible way to expedite the delivery process within the initially anticipated timeframe.

5.12. Ld. Adv. for the Petitioner requested for granting extension for commissioning the entire evacuation line along with bays and metering system for evacuation of 9 MW Hybrid power project from the project of the Petitioner due to delays suffered on account of unforeseen event which is beyond the control of the Petitioner.

6. Ld. Adv. for the Respondent has reiterated the submissions made in para 3 and argued as under:

6.1. The issue involves in the present Petition pertaining to extension of time for completion of the evacuation system being developed by the Applicant/Petitioner.

6.2. It is contended that the Applicant/Petitioner was granted Stage-II Connectivity vide letter dated 31.03.2024 for 9 MW hybrid power project at 66 KV Gangiyavadar Sub-station of GETCO and in terms of the prevailing

timelines on the date of Stage-II connectivity being 12 months, the Petitioner is required to complete by 30.03.2025.

- 6.3. The estimate was issued on 16.04.2024 and the payment was made on 15.05.2024 and connection Agreement signed on 23.05.2024. He further submitted that Stage-II connectivity was granted for 9 MW hybrid power project under captive mode at 66 kV Gangiyavadar sub-station of GETCO on 31.03.2024.
- 6.4. He further argued that the Applicant/Petitioner has submitted Bank Guarantee dated 21.03.2024 for an amount of Rs. 90,00,000/- which is expiring on 30.06.2025 with claim period until 30.06.2026. He further submitted that the Applicant/Petitioner entered into the consortium agreement and the same was submitted to GETCO on 07.10.2024. M/s. Opera Ltd. who is lead generator allocated bay by the Respondent and the petitioner was granted connectivity on sharing basis on bay allocated to M/s.Opera Ltd. who is lead generator in terms of grant of connectivity procedure of the respondent has requested for kick off meeting on 07.10.2024 which was organized by the Respondent GETCO on 10.10.2024.
- 6.5. It is contended that in terms of the Hybrid Tariff Order dated 22.02.2024, the extension can be granted only by the Commission and the Respondent

GETCO cannot grant any extension. Therefore, GETCO had issued the letter dated 18.02.2025 is just reminding the timelines and consequence thereof. The issuance of letter is not necessity under the Detailed Procedure and the said letter dated 18.02.2025 cannot be set aside. It is the responsibility of the Applicant/Petitioner to ensure that the extension was sought within time. Even after such letter, the Applicant/ Petitioner did not approach the Commission but choose to write to the Respondent GETCO. The Applicant / Petitioner only approached the Commission vide letter on 18.03.2025 and thereafter filed the Petition on 29.03.2025.

- 6.6. He further contended that the Applicant/Petitioner is seeking relief on the basis of two aspects i.e. (a) Right of Way issues (b) Heavy Rainfall and Cyclone Asana in August 2024 (c) Delay in raw material delivery due to market demand crisis and (d) Delay in construction of Bay work by the Lead generator M/s.Opera Ltd. with whom bay on sharing connectivity was granted to the petitioner.
- 6.7. It is contended that as regards the Right of Way issue is concerned, the Petitioner has to demonstrate the efforts taken by it. Further, it appears that the alleged ROW issues relate to the Power project although the Applicant/Petitioner may clarify on such aspects. He further submitted that the Petitioner in one of the ROW issues has sought to claim that the

issue between vendor and sub-vendor due to outstanding payment issues as ROW which is not correct. This is not ROW issue.

6.8. He further argued that the Petitioner has referred to Court cases but it has not been stated that there was any stay or otherwise any bar in construction. Even if the power project was affected, it has not been clarified if the transmission line was affected. The arrangement of land and resolving of ROW issues, if any, is the responsibility of the Petitioner and the Petitioner is required to demonstrate that there were unforeseen reasons causing delay.

6.9. He further argued that the Petitioner has claimed Right of Way issues in 2024 but in the progress report submitted on 27.01.2025 for quarter ending December 2024 states that the expected date of commissioning as 31.03.2025 and, therefore, it is clear that the Petitioner had not considered that there was any delay due to the above issues. Further, in the said status report, it was claimed that all foundations, tower erections and stringing was done.

6.10. He further argued that as regards unfavourable weather conditions during monsoon season and high wind season and similar events are concerned, the Petitioner has admitted that the season is in every year and therefore, the said period is already considered by the Commission in the timelines

provided in the Detailed Procedure / Orders. He further submitted that the Petitioner has sought to claim that there was heavy rainfall and cyclone Asana hit Gujarat in August 2024 which disrupted the project and could resume only in November 2024. However, the cyclone claimed is only for 25th August to 2nd September and even for that there is no substantiation. But the Applicant/Petitioner is claiming a delay of 03.07.2024 to 25.10.2024 which is patently incorrect. The cyclone was admittedly not in July 2024 and did not continue till October 2024.

- 6.11. He argued that as regards the issue raised by the Petitioner regarding delay in raw material due to market demand crisis is concerned, the Petitioner has not provided any details of when the order was placed, the delivery schedule or the actual delivery or any communication or proof of any of its contentions. The claim of global supply chain disruption is not substantiated. The delay by its contractor cannot be the basis of claiming extension.
- 6.12. He contended that it is the responsibility of the Applicant/Petitioner to arrange for all inputs/equipment etc. and cannot seek extension merely because there has been a delay as this cannot be an unforeseen reason. The delay by its contractor cannot be the basis of claiming extension. Further, the reason for delay is not any specific event but that there is allegedly

sudden increase in demand. However, the Commission may consider as to whether such claims can be considered as an unforeseen reason for allowing extension.

7. Heard the parties. The present Petition has been filed by the Petitioner for quashing the letter dated 18.02.2025 issued at the behest of Respondent-GETCO and seeking extension of time period for commissioning the entire evacuation line along with Bays and Metering System due to unforeseen reasons and also declare and hold that the Petitioner is allowed to commission the entire capacity within 2 years from the date of the charging of evacuation line. The Petitioner has also requested to direct the Respondent not to revoke the connectivity and encash the Bank Guarantee till the commissioning of the evacuation line of the project.
8. We note that as per the procedure for *'Grant of Connectivity to Projects based on Renewable Sources to Intra-State Transmission System'* 2023 and this the Commission's *"Tariff Framework for Procurement of Power by Distribution Licensees and Other Entities from Wind-Solar Hybrid Power Projects, Including Storage (if any), for the State of Gujarat"* 2024, the Petitioner is under an obligation to commission the evacuation system within 12 months from the date of grant of Stage-II connectivity i.e. on or before 31.03.2025.

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

*“10.2 (A) Stage-II Connectivity grantees shall require to complete the dedicated transmission line(s) including require bays, bus-bar at transmission licensees substation and generator pooling sub-station(s) etc. within timeline specified by the State Commission in relevant Orders/ LOA/LOI/ PPA for projects, as applicable time to time.*

*(B) If a grantee fails to complete the dedicated transmission line(s), including require bays, bus-bar at transmission licensees sub-station and/or generator pooling station(s) within the timeline stipulated under sub-Para Clause (A) above, Stage-II Connectivity shall be revoked and BG shall be encashed.*

*(C) The Stage-II grantee shall commission at least 10% of the allotted capacity within one month of charging of evacuation line, failing which; the Stage-II grantee shall be liable to pay long-term*

*Transmission Charges for 10% of allotted capacity till such 10% of allotted capacity is commissioned. Balance 90% capacity shall be required to be commissioned within two years failing which STU shall cancel the capacity allotment to the extent of capacity not commissioned and the developer shall have no claim on such capacity. Further, STU shall include such cancelled capacity in the list of spare capacity for RE integration to be published on their website for prospective consumers or as per the State Commission's Order, if any”*

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

*“3.TARIFF FRAMEWORK, GENERAL PRINCIPLES AND OTHER COMMERCIAL ISSUES*

*.....*

### *3.9 Security Deposit*

*The Hybrid Power Project Developer shall be required to provide Bank Guarantee @ 10 lakhs per MW to GETCO based on allotment of transmission capacity and in case the developer fails to commission the*

*Hybrid capacity within the time-period mentioned hereunder, GETCO shall encash the Bank Guarantee.*

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

*The Wind-Solar Hybrid Project Developer shall ensure and prove that the Evacuation System consist of Transmission and /or Distribution System shall be ready prior to SCOD or aforesaid timeframe, whichever is earlier. Failure to it, the project developer is not eligible to get any waiver in Liquidated Damages payable by it, in terms of respective Agreement/ PPA. The Wind-Solar Hybrid Power Project Developer shall commission the project for at least 10% of the allotted capacity within one month of charging the evacuation line or as per timeframe stipulated table above, whichever is earlier, failing which, the Developer shall be liable to pay long-term transmission charges for 10% of the allotted capacity until such 10% of the allotted capacity is commissioned. The balance 90%*

*capacity shall require to be commissioned within one year of charging of evacuation line or as per timeframe stipulated above, whichever is earlier, failing which STU shall cancel the connectivity and Open Access granted, to the extent of capacity not commissioned and the RE developer shall have no claim on such capacity and pay relinquishment charges as determined by the Commission. Further, STU shall include such cancelled capacity in the list of spare available capacity for RE integration to be published on their website for prospective consumers. If the Wind-Solar Hybrid Project Developer (as Generator / Consumer/ Licensee) fails to commission the entire allocated evacuation system along with bays and metering System within stipulated time-period due to unforeseen reasons, they may approach to the Commission seeking for extension of time period. In case of Wind-Solar Hybrid Project set up under competitive bidding route, in that case, the aforesaid provision shall be governed by the provisions of approved bid documents /PPA.*

The aforesaid provision provides that the WSH RE generator of 1 to 100 MW shall require to construct transmission system within 12 months, failure to which, the said connectivity be cancelled. However, the RE generator may approach the Commission for extension in above time limit in case of unforeseen events.

9. The facts which are undisputed between the parties are as under:
- 9.1. JSW Neo Energy Limited, through its subsidiary Petitioner herein, is developing a 16.5 MW Solar-Wind Hybrid Project. This project includes the 9 MW wind solar hybrid capacity to supply power to JSW Steel's manufacturing facility in Anjar. The Project is located in Morthala and Lunasar Village, Thangadh, Gujarat.
- 9.2. The Petitioner was granted stage-II connectivity on 31.03.2024 for the aforementioned 9 MW Hybrid Project.
- 9.3. As per the connectivity granted, the Petitioner is under an obligation to commission the evacuation system within 12 months from the date of grant of Stage-II connectivity i.e. on or before 31.03.2025.
- 9.4. The Commission had issued Tariff Order No. 1 of 2024 dated 22.02.2024 for Tariff framework for procurement of power by distribution licensees and others from Wind - Solar Hybrid projects for the State of Gujarat. Clause 3.9 of the said Tariff Order No. 01 of 2024 provides for the period for 12 months from the date of allotment of transmission capacity for commissioning the entire evacuation line alongwith Bays and metering system by the project developer having RE capacity of 1 MW to 100 MW.

- 9.5. On 16.04.2024 the provisional estimate of supervision charges for erection of feeder bay for evacuation of electricity from the Project was issued by GETCO. This was paid by the Petitioner on 15.05.2024
- 9.6. The Connection Agreement was executed between GETCO and the Petitioner on 23.05.2024 for establishing connectivity of the Project with GETCO Substation.
- 9.7. The Petitioner has submitted Bank Guarantee dated 21.03.2024 for an amount of Rs. 90,00,000/- which is expiring on 30.06.2025 with claim period until 30.06.2026.
- 9.8. The Petitioner entered into the consortium agreement with M/s.Opera Energy Pvt. Ltd. on 30.08.2024 who was granted bay at GETCO s/s by the Respondent on sharing basis with the petitioner. The construction of Bay at S/s of the respondent is the responsibility of M/s.Opera Energy Pvt Ltd. Thus, the transmission system utilisation of the petitioner depended upon bay construction by M/s.Opera Energy Pvt. Ltd.
10. The disputed facts between the parties are as under:
- 10.1. Delay on account of construction of Bay by Lead generator.
- 10.2. Delay due to Right of Way and legal issues.
- 10.3. Delay due heavy rainfall and cyclone Asana hit Gujarat in August 2024 which had a cascading effect till October 2024, resulting in disruption of

project activities significantly. Logistics, material delivery, and roadworks were severely affected during this period.

10.4. Delay in raw material delivery due to market demand crisis.

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

12. We note that the Petitioner has applied for the grid connectivity for development of 9 MW Wind solar hybrid project and obtained stage-II connectivity at 66 KV Gangiyavadar substation (GSS) from GETCO on 31 March 2024, and executed an agreement for connectivity on 23 May 2024. There was only a single bay available at 66 KV Gangiyavadar substation (GSS), at which 36 MW Stage-II connectivity's were already granted to M/s. Opera Energy Private Limited ("OEPL" or "Lead Generator") on 31 January 2024. To optimize the bay utilization, GETCO granted the 9 MW Hybrid connectivity to the petitioner on sharing basis, where the OEPL will act as Lead Generator and entire 45 MW renewable capacity which consist of 9 MW wind solar hybrid project capacity to be connected through the Common Infrastructure at the same Bay allocated to OEPL. The Petitioner and the Lead Generator OEPL has entered Into the Common Infrastructure Facility Agreement dated 30.08.2024. The OEPL has clearly identified and

accepted the role of Lead Generator for the Common Infrastructure in the above sharing agreement.

12.1. We note that in a communication over the email dated 11 September 2025, the Lead Generator has shared the CT/PT test report (dated 04 September, 2025) and the ABT meter sealing MOM between the officials of GETCO (Const.), PGVCL, Opera and JSW. The said communication is reproduced below:

*From: Dipen Joshi | Opera Energy <dipenjoshi@operaenergy.in>*

*Sent: Thursday, September 11, 2025 10:05 AM*

*To: PIYUSH AGRAWAL <plyush.agrawal@jsw.in>; Niraj Chandrakar <niraj.chandrakar@jsw.in>*

*Cc: Amit | Opera Energy <amit@operaenergy.in>; Harsh <harsh@operaenergy.in>*

*Subject: PGVCL MOM Sealing and testing report to process of GETCO*

*Dear Sir,*

*Greeting of the day*

*Please find enclosed the test reports and Meter sealing MOM for your reference and further Process of the GETCO,*

*From Our End the Line Bay and JSW bay CEIG ware pending and are expected by this week. Meantime we are working on the RTU Configuration for the SLDC.*

*Regards,*

*Deepen Joshi*

*COO Project and O&M*

*8320354771*

[dipenjoshi@operaenergy.in](mailto:dipenjoshi@operaenergy.in)

- 12.2. We note that on 11.09.2025, the Lead Generator OPEL communicated to the Petitioner that the Certificate of charging from CEIG of line bay which consist of JSW Energy Ltd. sharing of bay and petitioner 35W bay are pending from their end and they are expecting it to be completed within a week time. Lead Generator has admitted and also informed the Petitioner that they are working on RTU configuration. From the above, it is clear that Lead generator OPEL end the bay work is not completed due to which the petitioner was not able to energize the transmission system created by it though is WSH plant ready for charge and commissioning since March/April,2025.
- 12.3. We note that the Petitioner has performed its obligations and have completed the erecting of its, 66 KV overhead line and waiting for readiness of Common Infrastructure. The CEIG Inspection approval of the Petitioner's electrical installation of 66 KV S/C Panther Tower Line is received on 09 July 2025.

12.4. We note that the Petitioner has made entire Investment and 9 MW hybrid Renewable Project (9.9 MW Wind and 6.6 MW Solar) is ready to generate:

12.5. We further note that the Petitioner has submitted that it has installed the project even before the March 2025 timeline. Infact the petitioner has received the CEIG inspection approval dated 20.03.2025, for competition of electrical installation of following equipment;

a. 9 MW<sub>DC</sub> and 6.6 MW<sub>AC</sub> Solar

b. 6.6 MW<sub>AC</sub> Inverters

c. Transformer

d. HT Breakers

The said CEIG approval letter is reproduced below:

OFFICE OF THE CHIEF ELECTRICAL INSPECTOR  
Office of the Chief Electrical inspector, Udhyog havan, 6<sup>th</sup> Floor,  
Block No.18, Sector-11. Gandhinagar

No/CEI/Gan/Certi/148606/2025

Ph no: (079) 23256642 10 44

E-mail:cei-epd@gujarat.gov.in

fax:(079) 232 505 51

Date: 20/3/2025

*JSW RENEWABLES ENERGY ANJAR LIMITED*  
*638/1,683/2,649,681,682,1035- (WIND-SOLAR HYBRID PROJECT)*  
*6.6MW SOLAR*  
*Vi.Morthala*  
*Ta. Thangadh*  
*Dist. Surendranagar, 363530*

Subject: *Initial inspection for the electrical installation of 1 x 6600.0 KVA 33/0.66 KV Transformer(s) & 1 x 800.00 AMP 33.0 KV HT Breaker(s) & 9003.4 KW Grid Connected Solar Power Plant along with associated equipments at JSW RENEWABLES ENERGY ANJAR LIMITED, 638/1,683/2,649,681,682,1035- (WIND-SOLAR HYBRID PROJECT), 6.6MW SOLAR, Vi. Morthala, Ta. Thangadh, Dist. Surendranagar, Gujarat, 363530 (Consumer No.).*

Sir,

*Initial Inspection of the Electrical Installation of 1 x 6600.0 KVA 33/0.66 KV Transformer(s) & 1 x 800.00 AMP 33.0 KV HT Breaker(s) & 9003.4 KW Grid Connected Solar Power Plant at 638/1,683/2,649,681,682,1035- (WIND-SOLAR HYBRID PROJECT), 6.6MW SOLAR, Vi Morthala, Thangadh, Surendranagar, Gujarat, 363530 for JSW RENEWABLES ENERGY ANJAR LIMITED has been carried out by CEI, Gandhinagar on 20/03/2025 and the same is found in order in accordance with the drawing approved vide this office letter No: No/CEI/Gan/Plan/147517/2025, Date: 11/03/2025. The details of the same are as following.*

*Details of Installation*

<i>Equipments</i>	<i>Make</i>	<i>Capacity</i>	<i>Sr.No.</i>	<i>Voltage level/ Voltage ratio (KV)</i>
<i>Transformer</i>	<i>UNIMAG POWER TRANSFORMERS</i>	<i>6600.0 KVA</i>	<i>TGB-N-0001/0001</i>	<i>33/0.66</i>
<i>HT Breaker</i>	<i>POPULAR SWITCHGEARS PVT.LTD.</i>	<i>800.00 AMP</i>	<i>1223558-A-01 to 04 and 1223558-B</i>	<i>33.0</i>

<i>No.</i>	<i>Particular</i>	<i>Solar PV Cells (Modules)</i>
<i>1.</i>	<i>Make</i>	<i>VIKRAM SOLAR</i>
<i>2</i>	<i>CAPACITY (Wp)</i>	<i>545</i>
<i>3.</i>	<i>Total No. of Modules</i>	<i>16520</i>
<i>4.</i>	<i>Total Capacity (KWp)</i>	<i>9003.4</i>
<b><i>Total (KWp)</i></b>		<b><i>9003.04</i></b>
<i>No.</i>	<i>Particular</i>	<i>Inverters</i>
<i>1</i>	<i>Make</i>	<i>SUNGROW</i>

2	CAPACITY IN KW/KVA	330KW
3	No. of Inverters	2
4	Output Voltage in AC(V)	660
5	Sr.No.	123C2600004/05

*As provided under the Regulation 45/34 of the Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations, 2023 permission is hereby granted to energize the above installation along with the associated equipments.*

*Your's Faithfully*

*A.B.Chaudhari  
CHIEF ELECTRICAL INSPECTOR  
Gandhinagar*

*Copy forwarded to*

*Applicant  
Executive Engineer (GETCO)*

12.6. We note that despite no clarity on availability of Common Infrastructure and continuation of litigation, the Petitioner state that it went ahead and installed 9.9 MW (i.e. 3 x 3.3 MW) of Envision Wind Turbine Generators (WTGs), the Site Mechanical Installation report for location No. LNS-78, RJS-194 and LNS-546 dated 13.04.2025, 24.04.2025 and 19.05.2025 respectively. The Petitioner has also completed erecting 66 KV overhead line and waiting for readiness of Common Infrastructure for evacuation of

power at Respondent GETCOI S/s by Lead generator OPEL at its 9.9 MW WTGs to charge. The aforesaid facts are not in dispute between the parties.

12.7. We note that the delay in charging and commissioning of 9.9 MW WTG and other equipments is on account of uncertainty and non-readiness of Common Infrastructure, by lead generator OPEL and not attributed to the Petitioner, whereas Petitioner were in fact ready for charging of its Electrical Infrastructure of its project of 9.9 MW and waiting for the readiness of Common Infrastructure. We note that the Petitioner was ready to inject the power since March 2025 itself, however due to non-readiness of Common Transmission evacuation infrastructure System by lead generator OPEL, it could not commission the project and bearing the IDC cost on the same.

12.8. Considering the above, we are of the view that the petitioner was ready to commission the 6.6 MW AC solar project capacity since 20.3.2025 as per CEIG Certificate. Further, we also record that on 13.4.2025 3.3 MW, on 24.4.2025 another 3.3 MW WTG and on 24.4.2025 3.3 MW WTG were installed. Thus, on 19.5.2025 9.9 MW WTG were installed and ready for commissioning. However, the petitioner was not able to commission its project due to non-availability of common evacuation facility at respondent S/s which was created by OPEL who is lead generator for construction of

Bay and other facility at Respondent S/s but it was not able to commission the project.

13. Delay due to Right of Way issues.

13.1. The Petitioner has faced various ROW issues which are not attributable to the Petitioner. The said ROW issues have hindered the Petitioner's progress towards the construction of the Evacuation infrastructure within the stipulated timeline. The Petitioner has provided specific dates, durations, parties involved, and concrete actions taken to resolve each issue. Examples include:

- (i) The Sarpanch dispute from March to May 2024,
- (ii) The legal case by the landowner from 31.08.2024 onwards before various statutory authorities with regard to land sale with the petitioner before Mamlatdar, Asst. Collector, District Collector and Civil Court for cancellation of Sale Deed.
- (iii) The obstruction by Ostrich Projects in October–November 2024, and
- (iv) Access issues caused by local village authorities and relevant Police complaints.

13.2. Per contra the Respondent GETCO submitted that the Petitioner has sought to refer to several right of way issues. GETCO further stated that the burden of proof is on the Petitioner and the Petitioner is required to demonstrate the efforts taken by it. Further, GETCO points out inconsistencies in the Petitioner's timeline and asserts that some issues

cited predate the grant of Stage-II connectivity, making them irrelevant. GETCO also asserts that vendor-sub-vendor disputes over payments do not qualify as ROW issues and that the Petitioner has failed to show any legal restraints like court-ordered stays affecting construction. Additionally, GETCO states that the Petitioner's own progress report dated 27.01.2025 projected timely commissioning and confirmed completion of major construction activities, indicating no delay. It emphasizes that resolving ROW and land issues is the Petitioner's responsibility and must be backed by proof of unforeseen causes.

- 13.3. We note that the project encountered several Right of Way challenges that caused significant delays and disruptions in progress of developer of the project.
- 13.4. We note that the first issue arose on 01.03.2024, when the local Sarpanch expressed an intention to take over the project from the vendor, Shree Samarth. This concern was addressed by engaging with various stakeholders to facilitate dialogue and resolve the matter. The said issue ended on 30.05.2024. It took around 3 months to resolve the said issue.
- 13.5. We note that ROW issues arose between the vendor and sub-vendor on 01.01.2025 and the issue was resolved on 10.10.2025 and again on 07.03.2025 issues arose between the vendor and sub-vendor which was

resolved on 22.03.2025. The said issue arose due to outstanding payment issues. These disputes were proactively managed through intervention but have caused significant delay in the execution of the Evacuation line and commissioning of the project.

13.6. We note that the Petitioner has submitted a table in which update of litigations and ROW issues for Anjar site has been mentioned, the same is reproduced below:

Sr. No.	Authority/ Court	Date	Applicant	Respondent	Update
1	Land Registrar Office	25-Jul-24	Mr Karamshibhai Bhalabhai and JSW Renewable Energy (Anjar) Ltd. registered the Sale deed		Registration of Sale deed No. 824/2024 dated 25.07.2024 and full compensation of Rs. 24,54,800/- through Demand draft
2	Mamlatdar, Thangadh	31-Aug-24	Mr Karamshibhai Bhalabhai and others	JSW Renewable Energy (Anjar) Ltd. and others	Letter No. e-dhara/takarai/morthala-2549/v/8/2024 dated 31.08.2024, objection on village entry no 2459 (sale), taken for dispute resolution by Mamlatdar and referred to the Assistant Collector, court of Chotila due to Jurisdiction.
3	Police Station, Thangadh	25-Sep-24	Mr Karamshibhai Bhalabhai and others	JSW Renewable Energy (Anjar) Ltd. and others	Applicant filed a police complained making false acquisitions and also accepted receipt of compensation of Rs 24,54,800/-.
4	Assistant Collector, Court of Chotila	24-Oct-24	Mr Karamshibhai Bhalabhai and others	JSW Renewable Energy (Anjar) Ltd. and others	The court ordered on 24.10.24, for denial of appeal and held that the land had been purchased by JSW legally for legitimate Industrial purposes. Upheld Registration of the Sale deed No. 824/2024 and village entry no 2459 (sale).

5	District Collector Court	05-Dec-24	Mr Karamshibhai Bhalabhai and others	JSW Renewable Energy (Anjar) Ltd. and others	Applicant filed a revised Appeal No SRN/10/2025, challenging the order dated 24.10.2024
6	Civil Court, Thangadh	26-Dec-24	Mr Karamshibhai Bhalabhai and others	JSW Renewable Energy (Anjar) Ltd. and others	Applicant filed suits against the Petitioner and hearing scheduled to defend in Case No. RCS/69/2024 filed against the Petitioner with interim injunction
7	Police Station, Thangadh	17-Jan-25	JSW Renewable Energy (Anjar) Ltd. and others	Mr Karamshibhai Bhalabhai and others	Some of the local peoples are creating riots and rampages, coming to the site with weapons in hand and denying access to site and stopping project work.
8	Police Station, Thangadh	08-Feb-25	JSW Renewable Energy (Anjar) Ltd. and others	Mr Karamshibhai Bhalabhai and others	Police complaint was filed as work was interrupted repeatedly and there was reasonable apprehension of violence.
9	District Collector Court	16-Apr-25	Mr Karamshibhai Bhalabhai and others	JSW Renewable Energy (Anjar) Ltd. and others	Hearing continued in case no SRN/10/2025. Despite the favourable order by the Assistant Collector Court order holding JSW acquisition legitimate, and no stay on the same. Applicants are still denying partial access of site and JSW required police protection for the safety of its employees and workers
10	District Collector Court	Pending as on date	Mr Karamshibhai Bhalabhai and others	JSW Renewable Energy (Anjar) Ltd. and others	The order is still pending and issue continues till date

13.7. We note that, on 25.07.2024 the Petitioner, JSW Renewable Energy (Anjar) Ltd. and Mr. Karamshibhai Bhalabhai registered a sale deed No. 824/2024 dated 25.07.2024. The Petitioner has paid an amount of Rs. 24,54,800/-

through demand draft. Mr. Karamshibhai Bhalabhai, the earlier land owner with some local individuals started litigation against the Petitioner at Malatdar, Thangadh. Mamlatdar, Thangadh on 31.08.2024 vide letter No. e-dhara/takarai/morthala-2549/v/8/2024 has referred the dispute of objection on village entry no. 2459 (sale) to the Assistant Collector, court of Chotila due to Jurisdiction. It is further noted that Mr. Karamshibhai Bhalabhai on 25.09.2024 filed a police complaint against the Petitioner at Police station, Thangadh. The Assistant collector, Court of Chotila on 24.10.2024 denied the appeal of Mr. Karamshibhai Bhalabhai and held that the land had been purchased by the Petitioner legally for legitimate Industrial purpose and upheld the registration of the Sale deed No. 824/2024 and village entry No. 2459 (sale). The said order of Asst. Collector is reproduced below:

“....

-//હુકમ//-

- (૧) આ કામના અરજદારશ્રી તરફથી તા. ૨૦/૦૮/૨૦૨૪ના રોજ રજુ કરવામાં આવેલ વાંધા અરજી "નામંજુર" કરવામાં આવે છે.
- (૨) થાનગઢ તાલુકાના મોજે-મોરથળા ગામના ખાતા નં. ૭૦૯માં લખાતા સર્વે નં. ૧૦૩૫ (જુનો સર્વે નં. ૨૧૪/પૈકી૨/૧ પૈકી-૧ પૈકી ૨) ની હે, ૧-૦૪-૬૧ વાળી જમીન કરમશીભાઈ ભલાભાઈ દેગામાએ રજી. વેચાણ દસ્તાવેજ નં. ૮૨૪/૨૦૨૪ તા:-૨૫/૦૭/૨૦૨૪થી JSW RENEWABLE ENERGY

ANJAR Limited ને વેચાણ કરતાં, ગામ દફતરે દાખલ થયેલ વેચાણ અંગેની નોંધ નં.૨૫૪૯ દાખલ થયેલ છે. સવાલવાળી વેચાણ નોંધ નં.૨૫૪૯ ગુજરાત જમીન મહેસુલ નિયમો-૧૯૭૨ના નિયમ-૧૦૮(૫) થી અમોને મળેલ સત્તાની રૂઠ્ઠાં “મંજૂર” કરવાનો આથી હુકમ કરવામાં આવે છે.

(૩) થાનગઢ તાલુકાના મોજે-મોરથળા ગામના ખાતા નં.૭૦૯માં લખાતા સર્વે નં.૧૦૩૫ (જુનો સર્વે નં.૨૧૪/પૈકી૨/૧/પૈકી ૧/પૈકી ૨) ની હે.૧-૦૪-૬૧ વાળી ખેતીની જમીન JSW RENEWABLE ENERGY ANJAR Limited કંપની દ્વારા બીનખેડુત દરજ્જે જમીન ખરીદેલ હોય તેથી કલેક્ટર સાહેબશ્રી સુરેન્દ્રનગર પાસેથી પ્રામાણીક ઔદ્યોગીક હેતુ માટે સૌરાષ્ટ્ર ધરખેડ અધિનિયમની કલમ-૫૫ હેઠળ મંજૂરી મેળવી લેવાની થાય છે.

(૪) આ કામે થયેલ હુકમથી પક્ષકારો નારાજ હોય તો આ હુકમ મળ્યાની તારીખથી ૬૦ દિવસની અંદર ગુજરાત જમીન મહેસુલ નિયમોના નિયમ-૧૦૮(૬) હેઠળ મે.કલેક્ટરશ્રી, સુરેન્દ્રનગર સમક્ષ અપીલ અરજી દાખલ કરી દાદ મેળવી શકશે.

આજ તા:-૨૪/૧૦/૨૦૨૪ના રોજ મારી સહી તથા કોર્ટની મુદ્રા સાથે હુકમ બહાર પાડવામાં આવ્યો.

(કલ્પેશ કુમાર શર્મા)  
આસીસ્ટન્ટ કલેક્ટર  
ચોટીલા

પ્રતિ,

(૧) કરમશીભાઈ ભલાભાઈ દેગામા

રહે. મોરથળા તા. થાનગઢ જી. સુરેન્દ્રનગર

(૨) JSW RENEWABLE ENERGY ANJAR LTD.

Ad. Off At.JSW Center Bandra Kurla Coniles. Bandra East  
Mumbai MH

.....”

13.8. Mr. Karamshibhai Bhalabhai on 05.12.2025 filed a Revised Appeal No. SRN/10/2025 before District Collector Court Challenging the order dated 24.10.2024. Further Mr. Karamshibhai Bhalabhai on 26.12.2024 filed suit against the Petitioner before the Civil Court, Thangadh. The Petitioner on 17.01.2025 and on 08.02.2025 filed Police complaint at Police station, Thangadh against Mr. Karamshibhai Bhalabhai and other for continuous interruption of work at the project site, creating riots and rampages, denying access to project site and stopping work, reasonable apprehension of violence. We note that hearing continued in case No. SRN/10/2025 at District Collector Court despite the favourable order by the Assistant Collector Court Order holding JSW acquisition legitimate and no stay on the same, further the litigation is still pending before the court.

13.9. We note that the Petitioner has on 17.01.2025 filed Police complaint at Police station, Thangadh against Mr. Karamshibhai Bhalabhai and other the same is reproduced below:

“....

અમીતભાઈ હિંમતભાઈ યાદવ  
મુ. ચોટીલા, તા. ચોટીલા  
તા. ૧૭-૧-૨૦૨૫

પ્રતિ શ્રી,

મે. શ્રી પોલીસ ઈન્સ. સાહેબ,

પોલીસ સ્ટેશન થાનગઢ

અમીતભાઈ હિંમતભાઈ યાદવ પુખ્ત ઉમર ના

મુ. ચોટીલા, ઠે. હોટેલ ઈન્ફીનીટ

૮૮૭૫૦૨૮૬૯૮

ફરીયાદી

વિ.

(૧) કરમશીભાઈ ભલાભાઈ દેગામા પુખ્ત

(૨) રૂખડભાઈ ભલાભાઈ દેગામા પુખ્ત

(૩) પ્રવિણ ભાઈ કરમશીભાઈ દેગામા પુખ્ત

(૪) કરમશીભાઈ ના પત્ની જેનું નામઆવડતુ નથી

(૫) રૂખડભાઈ ના પત્ની જેનું નામઆવડતુ નથી

રે. બધા મોરથળા, તા. થાનગઢ

સામાવાળાઓ

અમો ફરીયાદી ની માનસર અરજ છે જે મારી આ ફરીયાદ ની હકીકત નીચે મુજબ છે.

અમો ફરીયાદી મોરથળા મુકામે આવેલ જે.એસ.ડબલ્યુ. રીન્યુએબલ એનર્જી (અંજાર) લી. મા એન્જીનીયર તરીકે ફરજ બજાવું છું.

જે.એસ.ડબલ્યુ. રીન્યુએબલ એનર્જી (અંજાર) લી. વિગેરે એ કરમશી ભાઈ ભલાભાઈ દેગામા પાસે થી મોરથળા ની સીમ ની સ.નં. ૧૦૩૫ ની હે.૧-૦૪-૬૧ આરે. ની ખેતીની જમીન રજી. દસ્તાવેજ થી વેચાણ રાખેલ છે, અને હાલ મા રેવન્યુ રેકર્ડ મા પણ જે.એસ.ડબલ્યુ. રીન્યુએબલ એનર્જી (અંજાર) લી. ના નામે ચાલે છે.

જે.એસ.ડબલ્યુ. રીન્યુએબલ એનર્જી (અંજાર) લી. મોરથળા મુકામે સોલાર પ્રોજેક્ટ ઉભો કરે છે અને અમો તેમા ફરજ બજાવીએ છીએ.

આ કામ ના સામાવાળા ઓ જે.એસ.ડબલ્યુ. રીન્યુએબલ એનર્જી (અંજાર) લી. મોરથળા મુકામે સોલાર પ્રોજેક્ટ ઉભો કરે છે તેમાં કામગીરી કરવા દેતા નથી અને અમો ને હેરાન કરે છે અને હાથમા હથીયારો લઈ ને સ્થળ પર અમારા પાસે આવે છે અને કામ બંધ કરો નહીંતર સાડુ નહી રહે તેવી ધમકી ઓ આપે છે અને સામાવાળા નં. ૪ અને ૫ વાળા ને આગળ ધરી ખોટા ખોટા આક્ષેપ કરવા પ્રયત્ન કરે છે તેમ જ સ્થળ પર જાહેર નોટીસ નું બોડર પણ લગાવી ખોટી રીતે અમો સોલાર પ્રોજેક્ટ ઉભુ કરવા ની કામગીરી કરીએ છીએ તેમા અડચણ અવરોધ

અટકાયત કરે છે જેથી સામાવાળા ઓ સામે ધોરણસર થવા મારી ફરીયાદ દાખલ કરવા અરજ છે અને સામાવાળા ઓ સ્થળ પર આવે નહી તેવો બંદોબસ્ત કરી આપવા અરજ છે.

નકલ રવાના:- મે. શ્રી એસ.પી. સાહેબ સુરેન્દ્રનગર

.....”

13.10. We note that the progress of the project was impacted due to rampages created by local individuals, and denying access of site by coming to the site with weapons, with the intent of beating up the labors and company employees. With regard to the same the Petitioner has on 17.01.2025 and on 08.02.2025 filed Police complaint at Police station, Thangadh against Mr. Karamshibhai Bhalabhai and other for continuous interruption of work at the project site, creating riots and rampages, denying access to project site and stopping work, reasonable apprehension of violence. The security of labour and employees of the Petitioner were under threat, reason being the work at project sites were stopped multiple times by various individuals.

13.11. We note that Appeal No. SRN/10/2025 filed at District Collector Court is still pending despite the favourable order by the Assistant Collector Court Order holding JSW acquisition legitimate and no stay on the same. The hearing notice dated 06.03.2025 is reproduced below:

“.....

*Appeal/SNR/10/2025*  
*કલેક્ટર ઓફીસ*

સુરેન્દ્રનગર

તા. 06/03/2025

અરજદાર

(1) કરમશીભાઈ ભલાભાઈ દેગામાં રહે. મોરથળા, તા. થાનગઢ, જિ.  
સુરેન્દ્રનગર

વિરુદ્ધ

સામાવાળા:-

- (1) સર્કલ ઓફીસરશ્રી થાનગઢ મામલતદાર કચેરી થાનગઢ,  
જિ.સુરેન્દ્રનગર
- (2) મામલતદારશ્રી થાનગઢ મામલતદાર કચેરી થાનગઢ, જિ.  
સુરેન્દ્રનગર
- (3) JSW RENEWABLE ENERGY ANJAR LTD.
- (4) SAJJAN JINDAL-Chairman & Managing Directors
- (5) PARTH JINDAL-Non Executive Non Independent Director
- (6) SHARAD MAHETA-Joint Managing Director & CED
- (7) PRITESH VINAY-Director (Finance)
- (8) ASHOK RAMCHANDRAN All Time Director & CEO.
- (9) Miss RUPA DEVI SINH-Independent Directors
- (10) SUNIL GOYAL-Independent Director
- (11) MUKESH KHANNA-Independent Director
- (12) RAJIV SHARMA-Independent Director
- (13) DESH DIPAK VARMA-Independent Ddirector
- (14) RAJIV CHAUDHARI-Independent Director
- (15) AJOY MAHETA-Independent Director
- (16) ARUNESH VARMA- Director & Officially Authorized Person
- (17) AADITYA AGRAVAL- Director & Officially Authorized Person
- (18) AMARNATH SHARMA-Director & Officially Authorized Person
- (19) AJAYKUMAR SHARMA - Director & Officially Authorized Person
- (20) NITIN GANDHI-Directors & Officially Authorized Person
- (21) TAPAS CHAKRAVARTI Director & Officially Authorized Person

ALL OF AD-AT.JSW CENTER BANDRA KURLA COMPLEX EAST MUMBAI  
400051

(22) સાપરા ગેલાભાઇ શીવાભાઇ રહે. અમરસર, તા.વાંકાનેર, જિ.મોરબી  
૩૬૩૬૨૧

(23) મયુદીનભાઇ યુનુસભાઇ ગોહેલ રહે. પ્રભાસપાટણ, ગીર સોમનાથ,  
(વેરાવળ) ૩૬૨૨૬૭

વાદગ્રસ્ત હુકમ:- પ્રાંત કચેરી, ચોટીલા, જિ.સુરેનાનગરના હુકમ નં. આર. આર.  
ટી.તકરારી એસ.એન.આર. ૨૦/૨૦૨૪ તા. ૨૪/૧૦/૨૦૨૪  
સામે Appeal અરજી.

મોજે: મોરથળા તાલુકા: થાનગઢ, જિલ્લા: સુરેન્દ્રનગર સર્વે ન  
- રીસર્વે નં. ૨૧૪/૫<sup>૨</sup>/૧/૫<sup>૧</sup>/૫<sup>૨</sup>- ૧૦૩૬

મહાશય,

ઉપરોક્ત Appeal અરજીની સુનાવણી તા.૧૬/૦૪/૨૦૨૫ ના રોજ ૧૦:૩૦  
કલાકે રાખવામાં આવેલ છે. તો આપને તે બાબતમાં જે કાંઈ કહેવાનું હશે તે સાંતું  
આપને ખર્ચે જાતે અથવા વકીલ મારફતે હાજર રહેશો. જો તેમાં ચૂક કરશો તો  
આ બાબતમાં આપની ગેરહાજરીમાં યોગ્ય કાયદેસર નિકાલ કરવામાં આવશે તે  
જાણશે. મુદતે આપ લેખિત જવાબકે દસ્તાવેજ રજૂ કરવા માંગતા હોય તો તેની  
નકલ સામાવાળા માટે પણ રજૂ કરવા વિનંતી છે.

નકલ રવાના:-

(૧) વકીલશ્રી, એ.કે. રાઠોડ, ઠે. આંબેડકરનગર-૨, મુ.તા. થાનગઢ,  
જિ.સુરેન્દ્રનગર-

૩૬૩૫૨૦

(૨) મામલતદારશ્રી, થાનગઢ.... અરજદારને નોટીસની ધોરણસરની બજવણી  
કરીને બજવણી અંગેની અહેવાલ તથા ઉપરોક્ત જણાવેલ સર્વે નંબરના ૭/૧૨.૮-  
અ. ઉત્તરોત્તર ૬ નંબર, મેન્યુઅલ ૭/૧૨ તથા ટાઇટલ પત્રક મુદત પહેલા અચુક  
મોકલી આપશો.

સુચના- પ્રાંત કચેરી ચોટીલા શ્રી સુરેન્દ્રનગર સુનાવણી ની મુદત પહેલા કામના કાગળો મોકલી આપવા વિનંતી છે.

.....”

13.12. We note the contention of the Petitioner that despite the order by the Assistant Collector Court holding JSW acquisition legitimate, and no stay on the same and police protection as sought by the petitioner, the issue still survive and creating regular interruption at the project site, further the litigation in case No. SRN/10/2025 at District Collector Court is still pending and awaiting for order.

13.13. Considering the above, we are of the view that delay caused due to critical litigation and ROW issues faced by the Petitioner's project is qualified as unforeseen reason and the same is qualified for extension of time period from 31.08.2024 i.e. Mamlatdar, Thangadh letter to acknowledge objection of landowner which is still continuing on 09.10.2025 i.e. date of submission by the petitioner amounting to 404 days qualify as unforeseen event on ground of RoW and land dispute issues faced by the petitioner.

14. Now we deal with the issue regarding delay due heavy rainfall and cyclone Asana hit Gujarat in August 2024 which had a cascading effect till October 2024, resulting in disruption of project activities significantly. Logistics,

material delivery, and roadworks were severely affected during this period

14.1. The Petitioner submitted that the delay from July 2024 to October 2024 was caused by extraordinary weather events, including Cyclone Asani, which had a severe and prolonged impact on the project site located near Bhavnagar, Gujarat. The Petitioner in its petition has provided a detailed explanation, specific timelines, and substantiating information demonstrating that these conditions were unforeseeable, unavoidable, and outside the reasonable control of the Petitioner, thus qualifying as a Unforeseen Circumstances.

14.2. The project faced significant disruptions due to severe weather conditions, including Cyclone Asani, which affected Gujarat from August 25th to September 2nd. The heavy rainfall caused blockages in the pathways due to the substantial flow of water, and waterlogging occurred in the PSS area due to limited drainage capacity to handle the accumulated water.

14.3. Bhavnagar where the project is located is a coastal city directly exposed to cyclonic effects from the Arabian Sea, the work related to the evacuation infrastructure was disproportionately impacted. The disruption was not just due to routine rainfall, but due to a combination of flooding, high

winds, and total site inaccessibility, all of which made safe and effective execution of construction activities impossible.

14.4. Per contra the Respondent GETCO submitted that that the Petitioner's claim of delay due to seasonal factors like heavy rainfall and the Asana cyclone in August 2024 is unfounded, as these factors are already accounted for in the timelines set by the Commission in the regulation. The cyclone cited by the Petitioner lasted only from late August to early September 2024, while the Petitioner is incorrectly claiming delays starting from July 2024. GETCO submitted that these assertions are vague and unsubstantiated, with no evidence provided to show that the cyclone or weather conditions impacted the project. Furthermore, GETCO highlighted that the Petitioner's own progress report dated 27.01.2025 indicates no delay, with the expected commissioning still set for 31.03.2025. The same report confirms that all foundations, tower erections, and stringing were completed by December 2024, contradicting claims that work was disrupted until November 2024. Therefore, GETCO contends that the Petitioner's claims are inconsistent and unsupported by factual data or documentation.

14.5. We note that the Petitioner contended that cyclone, were unforeseeable and unavoidable, despite the Petitioner's best efforts to mitigate risks and

adhere to the project timeline. As a result of the cyclone's impact, the Petitioner faced:-

- a. Severe disruption to logistics and supply chains: Essential materials and equipment could not be transported or delivered to the site due to damaged roads, bridges, and infrastructure.
- b. Damaged construction and electrical infrastructure: The destruction of power lines and electrical poles hindered the installation and completion of the necessary infrastructure for the project.
- c. Safety concerns and hazardous working conditions: Flooding and the threat of further storms made it unsafe to continue construction activities, thereby halting progress on site.
- d. Inaccessibility of the site. The heavy rainfall and flooding led to the complete inaccessibility of the project site for an extended period, halting all construction work

14.6. We note that the Petitioner contended that the cyclone's impact constitutes a legitimate Force Majeure event, excusing the delay in the commissioning of the remaining project's generation capacity within the stipulated control period. The Petitioner could not have reasonably anticipated the extent of this natural disaster nor could have taken steps to mitigate its impact.

14.7. The Petitioner further argued that the delay be acknowledged as a result of Force Majeure, and the timeline for the project be extended accordingly is concerned.

14.8. It is also pleaded by the Petitioner that there is inclement weather conditions unfavourable for construction activities during July to October wherein, the Project sites in India are affected by severe water logging, floods and high winds. The extremely wet conditions make the movement of construction machinery very challenging slowing down the progress rate tremendously as well as posing health and safety hazard to the construction workers at the project site. Secondly, the high wind conditions do not allow the erection of wind turbines during this period. It is for above reasons that the Petitioners will not be able to undertake meaningful construction activities from July, 2025 to October, 2025. Thus, an extension in validity of connectivity needs to be granted for such period by the Commission.

14.9. We note that during the hearing dated 26.06.2025 the Petitioner admitted that the Petitioner was not affected on account of the rainfall and was only affected by the cyclone.

14.10. Considering the above we note that the Petitioner has not substantiated above pleadings / arguments with the supporting documents clearly

transpiring / proving that the cyclone, heavy rain during specific period affected the project construction activity at project site of the Petitioner and Petitioner was unable to carryout construction activities either due to heavy rain or flood at project site or cyclone passed at project site and affected project activities. In absence of the documentary evidence and details it is not permissible to accept the contention of the Petitioner which are generic in nature without any supporting documents. Hence the same is rejected.

15. Now we deal with the issued with regard to delay in raw material delivery due to market demand crisis

15.1. The Petitioner submitted that delay in the delivery of 66 KV Protection and metering CT and 33 KV metering CT can be attributed to an ongoing market demand crisis and significant disruptions in the global supply chain, both of which constitute unforeseeable events that lie beyond the Petitioner's control. The Petitioner's contractor has acted in good faith and even placed purchase orders for equipments.

15.2. The delay in transformer delivery is directly linked to industry-wide disruptions caused by global supply chain issues and unprecedented market demand, which have affected the availability of critical

infrastructure components, including EHV transformers and same was persistent until 2025.

15.3. The Minutes of Meeting dated 12.01.2024 issued by the Ministry of Power, confirming that the availability of transformers, particularly for large-scale projects, would remain constrained until at least March 2025.

15.4. Per contra the Respondent submitted that the Petitioner's claim of delay due to the non-availability of 66 kV and 33 kV protection and metering CTs, allegedly caused by a market demand crisis and global supply chain issues, lacks any supporting evidence. The Petitioner has failed to provide key details such as order placement dates, delivery schedules, or correspondence showing proactive follow-up. Assertions about supply chain disruption and contractor delays remain vague and unsubstantiated. GETCO also questioned whether such delays are classified as force majeure under the relevant contracts, pointing out that typical Power Purchase Agreements (PPAs) exclude such circumstances. Mere material shortages or contractor issues cannot automatically qualify as unforeseen reasons to justify an extension.

15.5. We note that the Petitioner has claimed that there is force Majeure event occurred due to delay in supply of 66 KV Protection and metering CT, 33 KV metering CT and power transformer for the project due to disturbance in supply chain of power transformer globally which is also recognized by the Ministry of Power is concerned, we note that the power transformer is one of the important equipment installed at solar power plant for conversion of input power on a higher voltage level and lower current for injecting such power into the grid for supply of such power generated from solar power plant/ wind solar hybrid solar plant into the grid by the project developer for fulfilment of terms of agreement executed between the Petitioner and the Respondents.

15.6. We note that on 12.01.2024 the Ministry of Power, Government of India, issued Minutes of Meeting conducted on 21.12.2023 wherein the issue regarding shortage of power transformers was discussed and issued guidelines for the RE project developer that there is shortfall in availability of power transformers, its material, etc. which led to delay in supply of material which requires to be installed by the project developer like Petitioner so that the plant will be commissioned in time and available

power can be evacuated from such plants economically without affecting the power plant's efficiency.

15.7. We note that it is the duty of the Petitioner who is one of the project developers and obtained connectivity for 9 MW at GETCO S/s for evacuation of power generated from it with Wind-Solar hybrid power plant and consumed by the Procurer under third party sale or captive mode to construct the project as well as transmission system in stipulated time. The shortfall in availability of material like 66 KV Protection and metering CT, 33 KV metering CT, power transformer due to demand in the market as well as supply chain disruption affected to availability of such power plant is dependent on when the Petitioner put up such order to supplier and what are the terms and conditions of such order. It is a separate and distinct contract between the contractor and the transformer manufacturer which is not qualified for extension of the limit of transmission system sought by the petitioner.

15.8. Considering the above we are of the view that the delay caused if any in respect of 66 KV Protection and metering CT, 33 KV metering CT, power transformer due to prevailing market conditions with regard to

availability of such transformer, etc. is not a ground for extending the time limit of transmission system sought by the petitioner and the same is not accepted and rejected.

16. The petitioner submitted that its plant is pre-charged and ready for commissioning. Moreover, transmission infrastructure of the petitioner is also ready for commissioning. We note that if the petitioner's plant is ready, then the respondent may allow the commissioning with consideration of optimum utilization of the resources etc. Accordingly, we are of the view that the respondent allow the commissioning of the project irrespective of readiness of Lead generator.

17. The petitioner's plant is ready for charging and commissioning in March 2025 and April 2025. The WTGs and solar plant was also installed and ready for charging and the transmission infrastructure was also ready. Hence, we decide that when the generator is ready for generation, the petitioner is entitled for evacuation of power from the sharing Bay allocated to it irrespective of readiness of Lead generator.

## ORDER

18. In view thereof, the present petition partially allowed. We hold that there were unforeseen reasons which led to delay in completion of transmission network more specifically owing to RoW and litigation issues continuing from 31.08.2024 to 09.10.2025(i.e. for 404 days). The Petitioner is, therefore, eligible to get extension in completion of evacuation infrastructure for a period of 404 days.

19. We order accordingly.

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

Sd/-

[S.R. Pandey]  
[Member

Sd/-

[Mehul M. Gandhi]  
Member

Place: Gandhinagar.  
Date: 17/10/2025