

**BEFORE THE GUJARAT ELECTRICITY REGULATORY COMMISSION  
GANDHINAGAR**

**Petition No. 2501 of 2025.**

**In the matter of:**

**Petition under Sections 86 (1) (c) (e) and (k) of Electricity Act, 2003 and as per Clause 3.9 of GERC Order No. 06 of 2024 dated 31.08.2024 for extension of date of grid connectivity and commissioning in respect of 2.48 MW solar plant for captive use located at Survey No. 414, Kondh, Bharuch, Gujarat.**

Petitioner No. 1 : Suyog Life Sciences Pvt. Limited  
Plot No. 145/B, GIDC Industrial Estate  
Ankleshwar – 393002.  
District: Bharuch – Gujarat.

Co- Petitioner : Suyog Dye Chemie Pvt. Limited  
Plot No. 2404-05 & A-1 2403/2,  
GIDC Industrial Estate, Ankleshwar – 393002.  
District: Bharuch – Gujarat.

Represented by : Ld. Adv. Ms. Kiran Joshi  
  
V/s.

Respondent No. 1 : Dakshin Gujarat Vij Company Limited  
Urja Sadan, Nana Varachha Road  
Kapodara Char Rasta, Surat, Gujarat.

Represented by : Ld. Adv. Mr. Aneesh Bajaj with Mr. Prashant  
Gandhi

Respondent No. 2 : Gujarat Energy Transmission Corp. Limited  
Sardar Patel Vidyut Bhavan  
Race Course Circle, Vadodara – 390007.

Represented by : Ld. Adv. Mr. Aneesh Bajaj with Mr. Shobhraj  
Jaiswal

**CORAM:**

**Pankaj Joshi, Chairman  
Hiren Shah, Member  
Jatin N. Thakkar, Member**

**Date: 08/04/2026.**

**ORDER**

1. The present Petition has been filed by the Petitioners seeking following reliefs:
  - (a) Admit the present Petition.*
  - (b) Pass an Order extending the time period for commissioning the solar power project including entire evacuation line alongwith bays and metering system of the Petitioners.*
  - (c) Direct the Respondents to extend the connectivity and Open Access granted.*
  - (d) Pass an interim order of injunction preventing the Respondents from cancelling the Connectivity and Open Access granted and/or from imposing any default charges during the pendency of present petition.*
  - (e) To pass such other order/s that this Commission may deem just and proper in circumstances of the case.*
2. It is to note that the record of this Petition shows that the Petition was heard on different dates and appropriate Daily Orders were passed by the previous Commission. Subsequently, upon superannuation of the previous Members of the Commission, the present Commission heard the matter and proceeded to dispose of the same by this Order.
3. The brief facts mentioned in the Petition are as under:
  - 3.1. The Petitioners have filed the present petition under Section 86 (1) (c), (e) and (k) and under Clause 3.9 of GERC Order No. 06 of 2024 dated 31.08.2024 for extension of date of grid connectivity and

commissioning in respect of 2.48 MW Solar Plant for captive use located at Survey No. 414, Kondh, Bharuch, Gujarat.

- 3.2. The Petitioners are group of two companies involved in research, development and manufacturing of various products. The Petitioners for the purpose of setting up the solar power project are led by Petitioner No. 2 (M/s Suyog Dye Chemie Private Limited), who have received approval to avail open access in respect of 2.48 MW (AC) captive generating solar power plant at District Bharuch, Gujarat under the Gujarat Solar Policy, 2023.
- 3.3. The Respondent No. 1 Dakshin Gujarat Vij Company Limited (DGVCL) is a company incorporated under the Companies Act, 1956 and is a distribution company formed the Gujarat Electricity Industry (Reorganization and Regulation) Act 2003. The Respondent No. 2 Gujarat Energy Transmission Corporation Limited (GETCO) is a company incorporated under the Companies Act, 1956 and is the transmission licensee and State Transmission Utility, in the State of Gujarat. The Respondent has been entrusted with functions of the grant of connectivity and open access and enters into the Connectivity Agreement and the Transmission Agreement in regard to the renewable energy projects.
- 3.4. It is stated that the Petitioners had applied for grid connectivity vide letter dated 20.01.2024 to the Respondent No. 1 under the Gujarat Renewable Energy Policy, 2023. Subsequently, the Respondent No. 2 provided the Petitioners with a common TFR for injecting the solar power generated through a proposed new dedicated 11 KV Solar feeder to the 66KV Sengpur S/s vide letter dated 16.03.2024. As requested in the aforesaid letter by the Respondent No.1, the Petitioners applied for new dedicated 11KV solar feeder under Option

II providing all the requisite documents vide letter dated 03.05.2024. Thereafter, the Petitioners have placed purchase orders for the equipment and services required for setting up of the solar generating modules and the new 11 KV Solar feeder to the 66KV Sengpur Sub-Station.

- 3.5. It is stated that pursuant to the Policies and Regulations, the Petitioners entered into a tri-party connection agreement with Respondent No. 1 and 2. The details of the connection agreements are as under:

<b>First Party</b>	<b>AC Capacity (GEDA)</b>	<b>Date of Connection Agreement</b>
Suyog Dye Chemie Pvt. Limited	1.48 MW	08.12.2024
Suyog Life Sciences Pvt. Limited	1.00 MW	08.12.2024
<b>TOTAL</b>	<b>2.48 MW</b>	

- 3.6. It is stated that the Petitioners furnished the Bank Guarantee in favour of Respondent No.1 and forwarded the same to Respondent No. 1. The details of the Bank Guarantees are as under:

<b>Project Developer</b>	<b>Bank Guarantee Number</b>	<b>Amount (in Rs.)</b>	<b>Date of Expiry</b>
Suyog Dye Chemie Pvt. Limited	6376824BG0000102	7,50,000/-	31.03.2025
Suyog Life Sciences Pvt. Limited	6376824BG0000101	5,00,000/-	31.03.2025

The aforesaid Bank Guarantees' date of expiry has not been extended as of date of filing of the present petition.

- 3.7. It is stated that the Petitioners vide letter dated 10.03.2025 requested the Respondent No. 1 to extend the time period for commissioning of the Solar Power Project of the Petitioners citing various unforeseen reason. In response to the aforesaid, the Respondent No. 1 issued default notice dated 04.04.2025 for failure to commission the plant within the prescribed time period and gave the Petitioners opportunity to furnish satisfactory and adequate response. It was informed that the Commission is empowered to grant an extension to

the period of commissioning. The Petitioners have replied to the default notice vide letter dated 07.04.2025 and are filing the present Petition before the Commission with prayer of extension of time period.

- 3.8. It is stated that the Commission has passed Order No. 06 of 2024 dated 31.08.2024 by which it has prescribed the time period for commissioning the entire evacuation line along with bays and metering system. As the Solar Power Project of the Petitioners is above 1 MW and below 100 MW, the period is prescribed as 12 months.

*“Clause 3.9*

*....*

*If the Solar 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”*

From plain reading of the above Clause, the Commission can extend the time period if it finds the delay is attributable to unforeseen reasons. Hence, this present petition.

- 3.9. The Petitioners are filing the present Petition on the following grounds, *inter- alia*, the grounds that may be raised at the time of hearing of the Petition:
- a. It is submitted that delay has occurred in commissioning the entire evacuation line along with bays and metering system due to the external unforeseen reasons mentioned hereinunder.

- b. It is submitted that there was delay on account of irregular onset of monsoon season that had made the site inaccessible. Further, the aforesaid led to delay in site preparation, piling work, casting work and other activities that require dry soil conditions. It is also submitted that the conditions were beyond the control of the Petitioners and constitutes a force majeure condition as prescribed under the tri-party agreement.
- c. It is further submitted that forest approval was required as there were Sag trees present on the project land. The approval from the forest department was received after delay on 28.01.2025 which prevented the Petitioners from commencing the solar project work as per the timeframe.
- d. It is further submitted that global and domestic supply chain disruptions led to delay in delivery of critical components such as solar modules, transformers etc.
- e. It is submitted that significant delay is also attributable to the Respondent No.1 as despite having being applied for ABT meter serial numbers for plant side and consumer end vide letter dated 22.01.2025, the reply from Respondent No. 1 approving the serial numbers was received as late as on 27.02.2025. It is further submitted that there was delay on part of the Respondents in providing timely response to request for estimation of supervision charges and in providing the signed connection agreement.
- f. It is submitted that the Sub-Station end VCB has been delivered to the substation after testing and the ABT meter is under testing. Hence, the solar generating plant is at a stage of near completion

and cancellation of connectivity would cause irreparable loss to the present Petitioners.

- g. It is submitted that the petitioners have collectively invested over Rs. 9,00,00,000/- for the commissioning of the power plant and evacuation line along with bays and metering systems as is evident from the purchase orders annexed along with the present petition. Thus, cancellation or revocation of connectivity and grant of open access will cause massive loss and irreparable injury to the business of the Petitioners.

3.10. It is stated that under the aforesaid circumstances, it is requested the Commission to extend the time period for commissioning the solar power project including entire evacuation line along with bays and metering system of the Petitioners and to direct the Respondents to extend the connectivity and Open Access granted.

4. The Respondent GETCO filed its reply on 04.07.2025 and contended that since the Petition relates to the connectivity at 11 kv voltage level, the connectivity to the Petitioners are dealt with by the Distribution Company, i.e., DGVCL being Respondent No. 1. While the TFR is issued by GETCO, the aspects on connectivity and consequences thereof are dealt with by the Distribution Company. The bank guarantee is not issued in favour of GETCO but in favour of the Respondent DGVCL and the Respondent GETCO has no role to play on the invocation of bank guarantee or cancellation of connectivity. It appears that the connectivity has been granted separately to the Petitioners but the Petitioners have filed the present Petition in a combined manner. The Commission may consider the maintainability of such a Petition. It is also contended that the Respondent No. 1 DGVCL may deal with the

aspects raised in the Petition as the Respondent GETCO does not accept the contentions of the Petitioners on the provisions of law or otherwise, on facts. The contents of the Petition may not be taken as admitted by GETCO.

5. The Respondent DGVCL filed its reply on 23.07.2025 and contended as under:

5.1. The Petitioners allotted the capacity for injection of solar power at 11 kV level to be generated from their solar power projects and entered into a tri-party connection agreement with DGVCL and GETCO. The details of which are as under:

<b>First Party</b>	<b>AC Capacity (GEDA)</b>	<b>Date of allotment of the capacity</b>	<b>Date of the Connection Agreement</b>
Suyog Dye Chemicals Pvt. Ltd.	1.48 MW	16.03.2024	08.12.2024
Suyog Life Sciences Pvt. Ltd.	1.0 MW	16.03.2024	08.12.2024
<b>TOTAL</b>	<b>2.48 MW</b>		

5.2. The Commission by exercising its powers conferred under the Electricity Act, issued Tariff Order No. 06 of 2024 dated 31.08.2024 on the tariff framework for the procurement of power by Distribution Licensees and others from Solar Power Projects to be commissioned in the State of Gujarat. Further, the Control Period for which the Tariff Order would be applicable has been defined under Clause 3.2(a) of the Tariff Order dated 31.08.2024 to be effective from 01.04.2023 till 31.03.2027.

5.3. In terms of the Gujarat Renewable Energy Policy 2023 (Gujarat RE Policy 2023) and the GERC Open Access Regulation 2011 (Open Access Regulations 2011), the Petitioners applied to develop a 1.475 MW (AC) Capacity Solar Power Project and injection of power at 11 kV voltage level system for its captive use. Accordingly, the Project was to be developed in terms and accordance with the Gujarat RE Policy, 2023,

Open Access Regulations 2011, read with the GERC Solar Tariff Order dated 31.08.2024.

5.4. On 20.01.2024 and 02.01.2024, the Petitioners applied for grid connectivity to DGVCL under the Gujarat RE Policy 2023. In furtherance of the same, the following timeline is of relevance:

Sr. No.	DATE	PARTICULARS												
1.	16.03.2024	Pursuant to the Petitioner's application, GETCO's Division office conveyed granting of Grid connectivity and Technical Feasibility Report ("TFR") for the Petitioner's proposed solar power project of aggregate 2.48 MW (1.48 MW AC + 1. MW AC) for the captive use in respect of: 1. M/s Suyog Dye Chemie Pvt. Ltd.; 2. M/s Suyog Life Sciences  Located at Survey No. 156, Village Vatariya, Taluka-Valia, District-Bharuch.												
2.	03.04.2024	DGVCL wrote to the Petitioner(s) requesting to submit a Bank Guarantee (BG) and an application for laying of dedicated 11KV Solar Feeder for evacuation of solar power from the proposed solar project under option II.												
3.	03.05.2024	The Petitioner applied for new dedicated 11KV solar feeder under Option II providing all the requisite documents.												
4.	12.08.2024	The Petitioner(s) furnished Bank Guarantee in favour of DGVCL on provisional basis at Rs. 5 lacs per MW as per GERC Solar Tariff Order dated 11.06.2021 in Petition no. 1936 of 2021. The details of the Bank Guarantee is as under: <table border="1" data-bbox="539 1196 1353 1464"> <thead> <tr> <th>Project Developer</th> <th>Bank Guarantee</th> <th>Amount</th> <th>Expiry Date</th> </tr> </thead> <tbody> <tr> <td>Suyog Dye Chemie Pvt. Ltd.</td> <td>6376824BG0000102</td> <td>7,50,000/-</td> <td>31.03.2025</td> </tr> <tr> <td>Suyog Life Sciences Pvt. Ltd.</td> <td>6376824BG0000101</td> <td>5,00,000/-</td> <td>31.03.2025</td> </tr> </tbody> </table>	Project Developer	Bank Guarantee	Amount	Expiry Date	Suyog Dye Chemie Pvt. Ltd.	6376824BG0000102	7,50,000/-	31.03.2025	Suyog Life Sciences Pvt. Ltd.	6376824BG0000101	5,00,000/-	31.03.2025
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Suyog Dye Chemie Pvt. Ltd.	6376824BG0000102	7,50,000/-	31.03.2025											
Suyog Life Sciences Pvt. Ltd.	6376824BG0000101	5,00,000/-	31.03.2025											
5.	29.09.2024	In response to Petitioner's application dated 29.06.2024, DGVCL had issued common estimate towards supervision charges for laying of common 11 kV evacuation line from their proposed solar power project to 66 kV Sengpur SS.												
6.	18.10.2024	The Petitioners wrote to DGVCL informing about submission of Demand Draft for the supervision charges.												
7.	08.12.2024	The Petitioners entered into a tri-party agreement with DGVCL and GETCO.												
8.	20.12.2024	Work Order for Turnkey bases Engineering, Procurement and Commissioning of 1.5 MW DC placed to Om Shanti Solar Group by the Petitioners.												
9.	13.01.2025	The Petitioners wrote to GETCO for seeking approval of GA Drawings and GTP for VCB Panel for evacuation of the Solar Project.												
10.	15.01.2025	The Petitioners wrote to DGVCL requesting allocation of ABT Meter at Plant and Factory End for the Solar Power Plant under the Gujarat Solar Power Policy- 2023. The application has been received by DGVCL on 22.01.2025.												

11.	29.01.2025	The Petitioners applied to GEDA for final registration of its Captive Ground Mounted Solar Project under the Gujarat Solar Power Policy, 2023.
12.	30.01.2025	DGVCL vide its letter gave the approval of Technical Specification and provided Sr. No. of ABT Meter to be installed at the consumer end and Solar Plant end.
13.	11.02.2025	Gujarat Energy Development Agency ("GEDA") vide its letter GEDA/ SOL/ 2025/ 02/ OW/ 7009 registered the project of the Petitioners under the Gujarat RE Policy 2023.
14.	10.03.2025	Petitioner wrote to DGVCL requesting to extend the time period for commissioning of the Solar Power Project of the Petitioner(s).
15.	04.04.2025	DGVCL issued default show cause notice to the Petitioners for failure to commission the plant within the prescribed time period.

5.5. In the present Petition, the Petitioners have prayed to extend the Connectivity and the grant of Open Access, and not to impose any default charges during the pendency of the present Petition.

5.6. In terms of the Gujarat RE Policy 2023 and the Tariff Order dated 31.08.2024, the Petitioners were to complete the Project and evacuation of the dedicated evacuation line within 12 months from the date of allotment of transfer capacity, i.e., on 15.03.2025 in the present case. The Relevant extracts from the same substantiating the timeline for commissioning are as under:

**(A) FROM TARIFF ORDER DATED 31.08.2024:**

***"3.9 Security Deposit***

*The objective of specifying tariff framework for procurement of solar power is to promote development of renewable energy in the state. A procedure of giving permission for the proposed Solar projects, based on the load flow studies has been followed by the GETCO.*

*Thus, the proposed evacuation system from the pooling station of Solar projects forms part of the overall GETCO System. While timely completion of power evacuation system for such Solar projects is essential, timely execution of project is also equally important. Noncompletion of Solar projects leads to idling of transmission*

resources. The security deposit is furnished by the project developer in order to assure GETCO about the seriousness of the project. It is proposed that for the new control period.

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

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

The Solar 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 Agreement/PPA.

The Solar 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 Solar 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 Solar Power Project set up under competitive bidding route, in that case the aforesaid provision shall be governed by the provisions of approved bid documents/PPA.”*

**(B) FROM GUJARAT RE POLICY 2023**

*“17.1 In case of purchase of power by DISCOM under Power Purchase Agreement, the RE developer shall be required to provide Bank Guarantee towards Security Deposit as per the terms and conditions of the respective bid documents, government schemes, or MNRE guidelines, as the case may be.*

*17.2 In the case of purchase of power by DISCOM from RE projects not falling under Clause No. 17.1 above, the RE developers shall be required to provide Bank Guarantee towards Security Deposit @ Rs. 5 lakh per MW at the time of signing the PPA with DISCOM.*

17.3 The Bank Guarantee towards Security Deposit shall be refunded if the RE project achieve commercial operation within the time period mentioned in the power purchase agreement. In case the RE project fails to achieve commercial operation as agreed in the power purchase agreement, the Bank Guarantee shall be forfeited and consequences as per the respective PPA shall be applicable.

17.4 In cases where RE projects are set up for captive use or third-party sale, the project developer shall submit Bank Guarantee towards security deposit in accordance with the connectivity procedure approved by GERC to STU/DISCOM, as the case may be, for ensuring timely completion of the evacuation facility for RE project. In case the RE developer fails to commission the entire evacuation line along with bays and the metering system within the time period mentioned hereunder, STU or DISCOM, as the case may be, 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>
<i>&gt;1000 MW</i>	<i>30 months from the date of allotment of transmission capacity</i>

17.5 The RE 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 in clause 17.4 here above, whichever is earlier, failing which, the RE 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. Balance 90% capacity shall require to be commissioned within one year of charging of evacuation line or as per timeframe stipulated in clause 17.4 here above, whichever is earlier, failing which STU shall cancel the capacity allotment 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 GERC. 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.”*

5.7. Therefore, in view of the above, if the Developer fails to commission the dedicated evacuation line along with the metering system and bays as well as the awarded project capacity, within the timelines specified, the Connectivity granted to such Project developers shall be cancelled and the Bank Guarantee shall be encashed. The Commission has also given the rationale for the same. In the present case, the Petitioners have applied for the grant of grid connectivity at an 11 kV voltage level system in terms of the GERC Open Access Regulation 2011. The application has been processed by DGVCL in consultation with GETCO, and upon grant of TFR for its applied capacity of 2.48 MW under the 66 kV Sengpur Sub-Station, the Petitioners had furnished the Bank Guarantee in favour of DGVCL.

5.8. The Petitioners have alleged that the Petitioners met with the following challenges while pursuing the laying of transmission lines along with the metering system, for which the Petitioners have sought a three-month extension for the commissioning of the evacuation/transmission line along with the metering system, and the details of the same are as under:

- (a) Delay on account of irregular cost onset of monsoon season;
- (b) Delay in approval from the Forest Department;
- (c) Disruption in the Global Chain Supply;
- (d) Delay on the part of DGVCL to approve ABT meter;

- 5.9. The extension of the time, as sought by the Petitioners must be considered by the Commission in accordance with the applicable law. As laid down in the Tariff Order dated 31.08.2024 and in the RE Policy 2023 as well, the Petitioners are required to commission the Project capacity along with evacuation facility including metering infrastructure within 12 Months from the date of allotment of transmission capacity by way of receiving the Technical Feasibility Report, i.e. by 15.03.2025.
- 5.10. The failure to do so cannot, at such a belated stage, be raised to claim an extension of the timeline when the Petitioners were well aware of the timelines as provided before taking up the Project. Therefore, DGVCL is well within its rights to seek the measures as provided under the Order dated 31.08.2024 if the Petitioners fails to commission the project.
- 5.11. There are no specific force majeure provisions in the Tariff Order dated 31.08.2024. Force majeure Clauses are only to be as provided in an agreement between the parties. In the present case, there is no such agreement. The contention of the Petitioners to the contrary is erroneous.
- 5.12. It is submitted that it is the responsibility of the Petitioners to demonstrate that the delay caused in following the timeline was not attributable to the Petitioners. The burden of proof in this regard lies on the Petitioners, and the Petitioners are required to substantiate its claim, and the Commission may verify the same. If there was any default

or imprudence on the part of the Petitioners, the Petitioners cannot be allowed an extension. Further, if the Petitioners were otherwise delayed, it cannot then take advantage of unforeseen events to claim an advantage and seek an extension of time. It is relevant to mention that force majeure is an exception to the principle of performance of obligations by the parties and is therefore to be strictly construed. It is not open to a party to make vague allegations of force majeure and seek relief from its obligations.

- 5.13. The responsibility for ensuring the timely development of the evacuation facilities/project rests solely with the Petitioners. Having voluntarily applied for connectivity with full awareness of the associated requirements and deadlines, the Petitioners bear the obligation to meet the prescribed timelines and accept any consequences arising from non-compliance.
- 5.14. It is contended that the Petitioners vide letter dated 20.01.2024 applied for grant of grid connectivity under the Gujarat Renewable Energy Policy, 2023 for 2.48 MW. Further, on 16.03.2024 GETCO provided the Petitioners with a common TFR for injecting the solar power generated through a proposed new dedicated 11 kV solar feeder to the 66KV Sengpur sub-station. DGVCL vide letter dated 03.04.2025 had wrote to the Petitioners requesting to submit a Bank Guarantee (BG) and an application for laying of dedicated 11 kV Solar Feeder for evacuation of solar power from the proposed solar project under option II.
- 5.15. It is submitted that the Petitioners have claimed that on 20.12.2024 the Petitioners placed the purchase Orders for the setting up of the solar generating modules and the 11KV Solar feeder to the 66KV Sengpur S/s. It is submitted that when the TFR was issued to the Petitioners on 16.03.2024, the Petitioners itself delayed in the process of placing

Order(s) for the work to be completed which has caused the delay to the Petitioners to meet the strict deadline which in return now the Petitioners as an afterthought has claimed certain uncontrollable events to save itself from the consequences of the said delay that has occurred which cannot be accepted. Therefore, no reasons have been provided for such commercial decisions of the Petitioners due to which the delay was caused and the same cannot be fastened upon DGVCL and has to be solely the responsibility of the Petitioners.

5.16. It is submitted that the Bank Guarantee was submitted in favour of DGVCL for the total capacity of 2.48 MW (AC) totalling to Rs. 12,50,000/- on provisional basis @ Rs. 5 lacs per MW in terms of GERC' Order dated 11.06.2201 in Petition No. 1936 of 2021. The Bank Guarantee was valid until 31.03.2025. It is the responsibility of the Petitioners to ensure that the Bank Guarantee remains valid. Further, the Bank Guarantee is an unconditional bank guarantee and DGVCL is entitled to encash the same in case of default by the Petitioners.

5.17. It is submitted that it is not open to the Petitioners to claim that the time period provided is not sufficient for commissioning the Evacuation Transmission Lines. The Petitioners did not challenge the RE Policy 2023 or the Tariff Order dated 31.08.2024 and the same has attained finality. As per the Tariff Order dated 31.08.2024 and above-mentioned Clause 2.2.3 and 3.9 the time-period of 12 months as determined by the Commission has been determined following the due procedure which involves consulting with the stakeholders involved and the same has now attained finality. Therefore, at such a belated stage from the date of the award of TFR a request of extension cannot be raised. Further, the Petitioners have only now sought to raise an issue that timeline is not sufficient once it is already delayed and the challenges as allegedly faced

by the Petitioners are merely afterthoughts raised by the Petitioners to escape its liability. In the Tariff Order dated 31.08.2024, the Commission has noted the requirement of timely completion of power evacuation system and timely execution of the project.

5.18. As regards commissioning of 10% capacity after one month of charging of evacuation line, it is submitted that the timeline as stipulated in the Order is for the commissioning of the project as per the project capacity and accordingly the project developer is mandated to commission the project capacity accordingly. The Order also provides for the consequences of not adhering to the same and DGVCL shall act in accordance with law. It is submitted that in terms of Order dated 31.08.2024, if any solar project developer fails to commission within stipulated time period due to unforeseen reasons, they may approach the Commission seeking for extension of time period and accordingly, DISCOM is not vested with authority to consider such time extension request for project commissioning. The Commission may consider all aspects.

5.19. It is submitted that the Petitioners are obligated to establish the evacuation line for evacuation of its solar power from its proposed project to the 66 KV sub-station. Since the project capacity of the Petitioners are below 4 MW and the Petitioners sought grid connectivity at 11 kV voltage level system, the application for the grant of grid connectivity has been processed by the DGVCL in consultation with GETCO and accordingly, TFR has been awarded to the Petitioners for the total applied capacity of 2.48 MW (AC) capacity as conveyed by the GETCO. In any case, the issues have to be seen for reasons of delay and it is a settled principle of law and reasonable that the Governments or authorities would take some reasonable time to process any request

and this cannot be claimed as Force Majeure. In this regard, DGVCL relied upon the following decisions:

- (a) NTPC Vidyut Vyapar Nigam Ltd v. Precision Technik Pvt. Ltd  
2018 SCC OnLine Del 13102.
- (b) Pasithea Infrastructure Ltd. vs. Solar Energy Corporation of  
India & Anr. 2017 SCC OnLine Del 12562.

5.20. It is submitted that rainfall during rainy season is normal and expected. The Petitioners are required to demonstrate that the same was unforeseen. Even otherwise, the Petitioners have not been able to bring on record any reliable report from the Meteorological Department to support its claims. Merely relying on the photos by the alleged project developer claiming unprecedented rainfall is not sufficient. The said photographs in no way prove that the project site was affected. The alleged unprecedented rainfall and flood is not admitted and is being claimed without any supporting documentation. The rainfall during monsoon season is normal and cannot be claimed as an unforeseen circumstances. It is not clear when the approval for drawings was received and what work was being carried out previously by the Petitioners. Moreover, the alleged issues with power project are not relevant when the present dispute as raised by the Petitioners pertains to evacuation lines. Further, the rainfall Accumulation Data as obtained from National Water Informatics Centre for Valia and as attached by the Petitioners does not in any manner indicate that the rainfall was excessive and more than a prudent man could have expected in the monsoon season. The claim of the Petitioners are liable to be rejected on this ground alone.

5.21. It is submitted that the Petitioners have claimed delay on the part of the Forest Department to provide certain approvals which resulted the

Petitioners from commencing the solar project work as per the timeframe. In response thereto, it is submitted that no substantiating document or any evidence to support its claim has been produced by the Petitioners. Even otherwise, there is no provision for any timeline provided by the Petitioners or whether there was any unreasonable delay etc. Further, the delays as claimed by the Petitioners for securing necessary clearances was the responsibility of the Petitioners and in no way the same can be an unforeseen event. It was the delay on the part of the Petitioners which has led to the failure in the timely completion of the Project. There is no submission as to when the forest approval was sought for by the Petitioners. The Petitioners have merely given the approval date and not the date on which such application was submitted before the Forest Department.

5.22. It is submitted that the Petitioners have cited global and domestic supply chain disruption which led to the delay in the delivery of critical components such as solar modules, transformers etc., the said claim of the Petitioners are baseless and devoid of merit. No details with respect to from where the goods were being procured and what led to the delay were any follow-ups being taken or any communication stating the delay being caused has been produced by the Petitioners. Moreover, the decision to import equipment was a commercial decision of the Petitioners, and disruption in the same cannot be termed under the umbrella of an uncontrollable event as seems to be done by the Petitioners in the present case.

5.23. It is the contention of the Petitioners that DGVCL delayed in approving the serial numbers for ABT Meter and gave the approval on 27.02.2025 against the Application which was made on 22.01.2025. It is submitted that it is the case of the Petitioners that the approval should have been

given to the Petitioners within a day or a week from its Application which is baseless, false and devoid of merit. It cannot be the case that the authorities will not do its prudence check while granting approvals and the same should have been considered by the Petitioners while framing its timeline. The complete application for seeking ABT Compliant meter Serial No. was received only on 27.01.2025, against which DGVCL had issued meter serial no. on 30.01.2025.

5.24. Further, it is the contention of the Petitioners that the Respondent has not provided signed connection agreements in timely manner. In this regard, it is submitted that the Petitioners have submitted the requisite Bank Guarantee (BG) on 12.08.2024 towards security deposit against the capacity allotment on 16.03.2024. Thus, upon receiving and verification of Bank Guarantee, DGVCL had furnished the connection agreements to the Petitioners. Further, it is submitted that the purported delay in issuance of estimate towards supervision charges is entirely attributable to the Petitioners as there was significant delay in submission of Bank Guarantee. It is reiterated that securing the necessary approvals is the responsibility of the Petitioners and any delay caused in this regard cannot be fastened upon DGVCL. The Petitioners ought to have proceeded in an expedite manner.

5.25. Considering the delay in submitting the applications, the Commission may adjudicate the present Petition considering the timeline in terms of Clause 3.9 of GERC' Order dated 31.08.2024 read with Gujarat RE Policy, 2023 and consequent charges / BG encashment towards failure for non-compliance of aforesaid Policy / Order / Regulation. It is reiterated that it is the responsibility of the Petitioners to maintain adequate Bank Guarantee (BG) with DGVCL till the final outcome in the matter. In case the expiry period of the Bank Guarantee is not extended by the

Petitioners, DGVCL shall take actions in accordance with its default notice dated 04.04.2025.

5.26. The prayers of the Petitioners are wrong and denied. It is submitted that the Commission may consider all aspects and decide on the issue of timelines and consequent charges/BG encashment or penalty/consequence payment charges towards failure for non-compliance with the aforesaid Policy/Order/Regulation.

6. The Petitioners filed its rejoinder reply dated 26.09.2025 and submitted as under:

6.1. It is submitted that the ABT Compliant Tariff Meter to be at 66KV Sengpur S/S End for each of the project sites have been tested and confirmed. The test reports were communicated to the Petitioners vide letter dated 28.07.2025.

6.2. It is submitted that Current Transformer and Potential Transformer (CTPT) combined metering tests for both project sites have also undergone testing and have been confirmed by Baroda Calibration Services LLP vide test report dated 29.07.2025.

6.3. It is further submitted that the Bank Guarantees in favour of the Respondents have been renewed as per the revised amount and have been supplied to their registry branch vide letter dated 18.08.2025. The details of the Bank Guarantees are mentioned in the table attached below.

<b>Project Developer</b>	<b>Bank Guarantee No.</b>	<b>Amount (in Rs.)</b>	<b>Date of Expiry</b>
Suyog Dye Chemie Pvt. Limited	0819IGP251105136	14,80,000/-	31.01.2026
Suyog Life Sciences Pvt. Limited	6376824BG0000101	10,00,000/-	31.01.2026

- 6.4. It is also submitted that the solar power park project of the Petitioners is at the stage of near completion and thus, a further period of 30 Days from the date of present affidavit is only required to fully commission and charge the solar power plant..
- 6.5. It is further submitted that the Respondent No. 1 has issued work completion certificate with respect to the 11KV evacuation line for both the Petitioners vide letter dated 26.09.2025.
- 6.6. It is submitted that the Petitioners are not pressing a claim that the events amount to a force majeure condition under the contract and the same is not an issue in the present Petition for extension of time period for commissioning. The judgements of the Hon'ble Delhi High Court as relied upon by the Respondent is misplaced as it pertains to the issue of force majeure and thus find no applicability in the facts of the present case of extension by the Commission under Order No. 06 of 2024.
- 6.7. It is further submitted that the delay in the present case is attributable to unforeseen events as stated in the Petition and the Petitioners have prayed for extension in a bona fide manner in order to complete the project in a timely manner for the benefit of all the parties involved. The Petitioners are in their right to approach the Commission to seek extension of the period of commissioning as per the Order dated 31.08.2024 on the occurrence of unforeseen events at any time before completion of the project.
- 6.8. With regards to the extension sought on account of unseasonal rain, the Respondents claim of rainfall being normal and expected is specifically denied. It is submitted that the photographs attached with the Petition clearly reveals there was excessive waterlogging and flooding into the work site preventing the Petitioners from performing civil and electrical

works, directly constituting as an unforeseen event as covered by the Clause 3.9.

- 6.9. It is submitted that the project sites are located in Valia (Bharuch District) which witnessed extremely heavy rainfall with over 300 percent departure against the 1992-2023 average during the pre-monsoon and monsoon seasons which squarely falls within the scope of unforeseeable event.
- 6.10. With regards to the extension on account of delay in grant of approvals, it is denied that no details with respect to the application are available and that the aforesaid is not an unforeseen event. It is submitted that in the approval letter given by the Forest Department dated 28.01.2025, the application made by the Petitioners dated 03.01.2025 is referred to and given due consideration. The aforementioned period of 26 days in grant of approval from the date of application for tree cutting could not have been foreseen by the Petitioners and thus extension with respect to the same shall be granted to the Petitioners.
- 6.11. It is further submitted that the Petitioners were given just 18 days to cut down the 135 trees on the project sites and clear the land as per the approval which created an impractical time crunch and disrupted their project competition timelines unforeseen at the time of project planning.
- 6.12. With regards to the extension on account of delay in delivery of critical components, it is denied that the disruption in supply chain cannot be termed as an unforeseeable event and that the claim is devoid of merit. It is submitted that global and domestic supply chain issues in mid-2024 were industry-wide and have received judicial recognition. Thus, the

delays in delivery schedules cannot be attributed to any commercial decisions made by the Petitioners.

6.13. With regards to the extension on account of delay caused due to the Respondents, the contention that the authorities are bound to take certain time is denied and it is submitted that being given a strict period of 12 months for commissioning of a project from the date of TFR. In view of the fact that the manufacturing and testing of the meters takes months post-allocation of serial number, any prudent solar project developer would be working on fixed timelines expecting response within reasonable time period. Thus, the delay of over 15 days in providing ABT meter serial number is unforeseen.

6.14. It is submitted that the tri-party connection agreement is entered between the parties establishing their right, duties and obligations with respect to the solar power project. The Respondents have failed to substantiate their contention pertaining to the delay in providing the signed connection agreement. Despite the capacity being allotted on 16.03.2024, the connection agreement was signed on 08.12.2024 and justifying such gross delay unforeseen to the Petitioners cannot be attributed to the submission of Bank Guarantee as no Regulation prevents the Respondents from signing an agreement immediately after grant of TFR.

6.15. Without prejudice to the above, it is submitted that the bank guarantees were furnished in favour of the Respondent on 12.08.2024 and there was a further delay of 120 days from the date of BG to the signing of the connection agreements which squarely falls within the unforeseen events.

- 6.16. It is submitted that the Respondent has not denied or disputed the significant investments made by the Petitioners for their solar power projects and that the project is near completion. The Petitioners being small RE developers for renewable energy generation for captive use, having acted with utmost diligence and sincerity, denial of extension would lead to financial injury and disproportionate financial loss defeating the objectives of Gujarat RE Policy-2023.
- 6.17. It is submitted that the Petitioners have taken all measures to see that the project is completed in time. However, as stated earlier, delay caused in following the timeline was not attributable to the Petitioners having demonstrated sufficient, reasonable and satisfactory causes leading to unforeseen delays.
- 6.18. Considering the aforesaid facts and circumstances of the case, the present petition may be allowed by extending the time period for commissioning the solar power project including entire evacuation line along with bays and metering system of the petitioners.
7. The matter was heard on 10.07.2025, 24.07.2025 and finally on 26.02.2026. During the hearing on 26.02.2026, the Counsel for the Petitioners while reiterating the submissions as stated above, has also submitted that the ABT-compliant meters installed at the 66 kV Sengpur Substation end for each project site have been tested by the Respondent DGVCL and the test reports were also communicated to the Petitioners. Further, the combined metering test of the Current Transformer and Potential Transformer (CTPT) for both project sites has been successfully conducted by Third Party Meter Testing Agency vide its test report dated 29.07.2025. She further submitted that fresh Bank Guarantees have been furnished in accordance with the revised schedule

- 7.1. While referring to the Rejoinder submissions, the counsel for the Petitioner submitted that Respondent No. 1 has issued a Work Completion Certificate in respect of the 11 kV evacuation line for both the projects vide its letter dated 26.09.2025. She submitted that, as on date, physical works of the solar power project of the Petitioners including required evacuation line has been completed. The solar power project of the Petitioners is at the stage of Commissioning and is ready to be charged but for want of time limit extension in the present matter.
- 7.2. Ld. Adv. Mr. Aneesh Bajaj appearing on behalf of the Respondent submitted that a common Technical Feasibility Report (TFR) was issued by Respondent on 16.03.2024, and the Petitioners were required to complete the project along with the dedicated evacuation line within 12 months, i.e., before 16.03.2025. He further submitted that in terms of the Amendment Order dated 21.01.2026 in Petition No. 2564 of 2025, even assuming an additional period of six months, the same would have expired on 16.09.2025. He requested the Commission to consider all relevant aspects and decide the issue of extension of timelines and consequential charges / BG encashment towards failure for non-compliance of time limit provided under the Order / Regulations of the Commission.
8. Heard the parties. We note that the present Petition has been filed by the Petitioners under Section 86 (1) (c), (e) and (k) of the Electricity Act, 2003 seeking extension of time for commissioning of its 2.48 MW (AC) captive generating solar power project along with evacuation infrastructure. The Petition has been filed invoking Clause 3.9 of the GERC Tariff Order dated 31.08.2024, which grant liberty to the Petitioner to approach the Commission seeking for grant of extension of

time in case of failure to commission the project within stipulated time due to unforeseen reasons.

- 8.1. The Commission has carefully perused the submission of the parties, pleadings, documents placed on record, and oral submissions made during the course of hearing. The Commission notes that the Petitioners have sought extension of time for commissioning of its project and completion of evacuation infrastructure on account of circumstances stated to be beyond its control.
- 8.2. We note the submission of the Respondent that the Technical Feasibility Report (TFR) for connectivity with the grid was issued to the Applicant/Petitioner on 23.04.2024, and the Applicant/Petitioner was required to complete and commission the project along with dedicated evacuation line within 12 months, i.e., on or before 22.04.2025. It is further contended that even considering the subsequent amendment brought about by the Commission vide Order dated 21.01.2026 in Petition No. 2564 of 2025, whereby the timeline was extended to 18 months, the extended period would have expired in October 2025. Therefore, according to the Respondent, grant of any further extension at this stage would effectively dilute the regulatory discipline and timelines prescribed under the applicable framework.
- 8.3. Per contra, the Applicant/Petitioner has submitted that the project could not be completed within the stipulated timeframe due to circumstances beyond its control. It is further submitted that the project has achieved substantial physical progress, with more than 90% of the work already completed, and that only limited activities relating to installation of metering system, physical connectivity with grid are pending. We further note the submission of the Applicant/Petitioner that due to expiry of the validity of the TFR and in absence of extension

thereof, the Respondent has not issued the serial numbers of the energy meters, which is a prerequisite for installation and testing of the metering system and for achieving physical connectivity. Consequently, the progress of the project has reached a standstill. It is also submitted that pursuant to the Commission's direction dated 24.07.2025 to carry out inspection/verification of the project status, the Respondent DGVCL has duly complied and submitted status report of the project before the Commission, noting that approximately 90% of the project work has been completed.

- 8.4. The Respondent DGVCL has not contested the aforesaid submissions of the Petitioners.
- 8.5. In the present case, we consider it appropriate to note that the Commission vide Order dated 21.01.2026 in Petition No. 2564 of 2025 filed by GETCO has amended the Order No. 06 of 2024 dated 22.08.2024 and extended the timeframe for completion of evacuation infrastructure from 12 months to 18 months, thereby granted generic extension of six months to RE projects for completion of evacuation infrastructure and also removed ambiguity with regard to commissioning of RE generation capacity after commissioning of evacuation line/infrastructure. The Order dated 21.01.2026 categorically stipulates that the RE projects which are under various stage of development and yet to be commissioned shall be governed by the extended timeframe of 18 months and clarity with regard to commissioning of RE generation capacity after commissioning of evacuation line/infrastructure. The said amendment was issued after taking cognizance of practical difficulties being faced by Renewable Energy project developers.
- 8.6. It is submitted by the Petitioners that due to certain unforeseen circumstances, the evacuation infrastructure and RE generation

capacity could not be completed within the stipulated period of 12 months. Accordingly, the Petitioners approached the Commission before expiry of such timeline seeking for extension of time for completion of the said works. It is further submitted that the original timeframe as well as additional time sought in the present Petition has already expired during the pendency of the present Petition. Accordingly, the Petitioners have requested that appropriate time may be granted to the Petitioners to enable completion of the evacuation infrastructure and commissioning of the RE Generation capacity.

8.7. In the aforesaid facts and circumstances of the case, particularly observing that (i) the substantial progress is achieved in the project by the Petitioner (ii) the additional time sought by the Petitioners in the present Petition is well within the six months' generic extension considered by the Commission in the order dated 21.01.2026 ; and (iii) Order dated 21.01.2026 specifically stipulates that the timeframe provided for completion of evacuation line and clarity provided about commissioning of the RE capacity, shall be applicable to RE projects which are at various stages of commissioning and yet to be commissioned, we are of the view that the present Petition can be appropriately disposed of without entering into the merits of the grounds urged by the Petitioners for delay or adjudicating upon attribution of such delay.

8.8. Accordingly, in exercise of powers under Section 86 of the Electricity Act, 2003 and in the interest of facilitating completion of renewable energy projects, we deem it appropriate to direct the Petitioners to approach the Respondents and complete all pending technical, procedural, and regulatory formalities within a period of six (6) months from the date of this Order. Further, upon such approach by the

Petitioners, the Respondents shall process the case of the Petitioners and facilitate the commissioning of evacuation infrastructure and grant of physical connectivity in accordance with applicable laws, Rules, and Regulations.

8.9. We make it clear that the present Order has been passed in light of given facts and circumstances of the case and with consideration of the Order dated 21.01.2026 passed by the Commission in the Petition No. 2564 of 2025 allowing general extension of timeframe for completion of evacuation infrastructure from 12 months to 18 months and clarity with regard to commissioning of RE generation capacity, the Commission do not find it appropriate to adjudicate upon the merits of the grounds for delay urged by the Petitioners.

9. With the above directions, the present Petition and IA, if any, stands disposed of accordingly.

10. Order accordingly.

**Sd/-**  
**[Jatin N. Thakkar]**  
**Member**

**Sd/-**  
**[Hiren Shah]**  
**Member**

**Sd/-**  
**[Pankaj Joshi]**  
**Chairman**

Place: Gandhinagar.

Date: 08/04/2026.