BEFORE THE GUJARAT ELECTRICITY REGULATORY COMMISSION

GANDHINAGAR

Petition No. 2517 of 2025.

In the Matter of:

Petition under Sections 86 (1) (c), (e) & (f) of the Electricity Act, 2003 read with Regulations 80 & 82 of the GERC (Conduct of Business) Regulations, 2004 seeking directions for extension of time period for commissioning of the Project capacity allocated due to occurrence of unforeseen and uncontrollable events.

And

IA No. 63 of 2025 in Petition No. 2517 of 2025.

In the Matter of:

Interlocutory Application under Section 94 (2) of the Electricity Act, 2003 read with Regulation 61 and 80 of the GERC (Conduct of Business) Regulations, 2004 seeking interim stay/injunction and appropriate Interim Order.

Applicant/Petitioner	:	Bhathwari Technologies Pvt. Ltd. Plot 87, Sachin Apparel Park Industrial Area/ Estate, Surat, Gujarat – 394230.
Represented By	:	Ld. Advocates Mr. Purusharth Singh, Ms. Ayushi Saxena along with Mr. Karmit Sheth.
		V/s.
Respondent	:	Gujarat Energy Transmission Corp. Limited Sardar Patel Vidyut Bhavan Race Course Circle, Vadodara – 390007.
Represented By	:	Ld. Adv. Aneesh Bajaj along with Mr. Shobhraj Jaiswal

CORAM:

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

Date: 20/05/2026.

ORDER

1. Before we proceed, it is to note that the record of this Petition shows that the present Petition, along with IAs, was heard on different dates and appropriate Daily Orders were passed by the previous Bench of the Commission. Subsequently, upon superannuation of the previous Members of the Commission, the present Bench of the Commission heard the matter and proceeded to dispose of the same by this Order.

2. The present Petition has been filed by Applicant/Petitioner seeking following reliefs:

   (a) Admit the present Petition.

   (b) Declare that unforeseen events have impacted ability of the Petitioner to construct the Project of 8.735 MW hybrid power.

   (c) Grant an extension of 6 months from the date of order of the Commission for commissioning of the entire Project capacity of 8.735 hybrid power from the project of the Petitioner due to delays suffered on account of unforeseen events;

(d) *Direct the Respondent to not to revoke the connectivity and encash the bank guarantee till the commissioning of the evacuation line.*

(e) *In the interim, to direct the Respondent to not take any coercive action including but not limited to revocation of connectivity, encashment of the bank guarantee till the pronouncement of order.*

(f) *Pass such further Order or Orders as the Commission deem fit and proper in the circumstances of the case.*

3. The Applicant/Petitioner filed IA being IA No. 62 of 2025 seeking following prayers:

(a) *Allow the present application.*

(b) *Pass an order restraining GETCO from taking any coercive steps for revocation of connectivity issued to the Applicant vide Connectivity No. GETCO/R&C/STAGE2000205 and encashment of Bank Guarantee dated 19.06.2024 amounting Rs. 49,00,000/- (Rupees Forty-Nine Lacs Only) for 4.9 MW hybrid power till the final disposal of the Petition.*

(c) *Pass an order directing Respondents to maintain status quo till the final disposal of the Petition.*

(d) *Pass such further orders as the Commission may deem just and proper in the facts and circumstances of the case*

4. The facts mentioned in the Petition, in brief, are as under;

4.1. The Applicant/Petitioner is developing a Wind-Solar (Hybrid) Power project of *8.735* MW (4.9 MW Wind Capacity + 3.835 MW (AC) Solar capacity at Village: Gandhar, Taluka: Vagra, District: Bharuch in the State of Gujarat under Captive mode.

4.2. The Respondent, Gujarat Energy Transmission Corporation Limited (GETCO) is a company incorporated under the provisions of the Companies Act 1956. GETCO is wholly owned by the Government of Gujarat. The functions of GETCO includes undertaking transmission of electricity through intra-state transmission system, ensuring development of an efficient, coordinated system of intra-state transmission lines for smooth flow of electricity from generating company to the load centers in the State of Gujarat.

4.3. The Ministry of New and Renewable Energy (MNRE), vide notification dated 14.05.2018, notified the National Wind-Solar Hybrid Policy (National WSH Policy). The said policy provides a framework for the promotion of large grid-connected wind-solar PV hybrid systems, with the objective of optimal and efficient utilization of transmission infrastructure and land, reduction in variability of renewable power generation, and achievement of improved grid stability.

4.4. The Government of Gujarat in alignment with the MNRE Wind-Solar Hybrid Policy, issued Gujrat Wind-Solar Hybrid Policy-2015 (Gujarat WSH Policy 2018) on 20.06.2018. The Gujarat WSH Policy 2018 was effective for a period of 5 years from the date of its issuance.

4.5. On 07.01.2023, the Commission issued Procedure for grant of connectivity to RE Projects. In terms of GERC Procedure for grant of connectivity, the connectivity grantee shall commission:

(a) At least 10% of the allotted capacity within one month of charging of evacuation line.

(b) Balance 90% capacity shall be required to be commissioned within two years of charging of evacuation line.

4.6. On 04.10.2023, the Government of Gujarat issued Gujarat Renewable Energy Policy, 2023 (Gujarat RE Policy 2023). It provided for the applicable timelines to commission the evacuation line depending on the project capacities. Further, as per the policy, RE developer is required to commission at least 10% of the allotted capacity within one month of charging the evacuation line failing which it is liable to pay long-term transmission charges for 10% of the allotted capacity until 10% of the allotted capacity is commissioned. The Policy shall remain in operation up to 30.09.2028.

4.7. As per Clause 25.3 of the aforesaid Gujarat RE Policy 2023, the modalities, procedures, terms and conditions, etc for the registration of projects to be formulated by the State Nodal Agency. Accordingly on 20.12.2023, the Gujarat Energy Development Agency (GEDA) issued Executive Procedure/Instructions/Guidelines/Terms & Conditions for setting up of Wind/Wind-Solar Hybrid/Solar Projects under Gujarat Renewable Energy Policy-2023 (Executive Procedure) for setting up Wind Solar Hybrid projects under Gujarat RE Policy 2023.

4.8. In terms of the Executive Procedure, upon obtaining Stage-I connectivity, the Project developer is required to apply for Pre-Development Permission (Pre-DP) coordinates verification of Wind Turbine Generator (WTG) locations at GEDA, along with a non-refundable verification fee. The verified coordinates shall be frozen for three months to facilitate land acquisition, after which unacquired locations shall be Automatically cancelled and may be reallocated. Further, after obtaining the Stage-I and Stage-II connectivity, and legal possession of land, RE developer shall apply for Development Permission.

4.9. The Commission issued Order No.1 of 2024 dated 22.02.2024 regarding Tariff framework for procurement of power from Wind Solar Hybrid Power Project for the State of Gujarat. The period for commissioning the entire evacuation line along with bays and metering system by the Project Developer has been specified as 12 months from the date of allotment of transmission capacity. Further, the Commission has the power to grant 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.

4.10. The Applicant/Petitioner, vide application dated 03.05.2024, sought Stage-I connectivity for evacuation of 14.60 MW hybrid power at the 220 kV Vagra Substation of GETCO. Along with the application, a Bank Guarantee of INR 49,00,000/- (Rupees Forty-Nine Lakh Only) issued by ICICI bank in favour of GETCO was furnished, having an expiry date of 31.03.2026 and a claim expiry date of 31.03.2027.

4.11. The Applicant/Petitioner, vide application dated 19.06.2024, applied for Stage-II connectivity for evacuation of 4.9 MW hybrid power at the 220 kV Vagra Substation of GETCO.

4.12. GETCO, vide communications dated 01.07.2024 intimated the Applicant/Petitioner regarding the grant of Stage-I grid connectivity for evacuation of 14.60 MW hybrid power, respectively, at the 220 kV Vagra Substation at the 66 kV level, for captive use.

4.13. Further, GETCO, vide communications dated 30.07.2024, intimated the Applicant/Petitioner regarding the grant of Stage-II grid connectivity for evacuation of 4.9 MW hybrid power, respectively, at the 220 kV Vagra Substation, for captive use.

4.14. Pertinently, the Stage-II connectivity is required to have the following details:

(i) Name of the Sub-station where Stage-II Connectivity is granted.

(ii) Details of Bay along with Single Line Diagram in case of existing substation and in case of planned substation, if the same is available with STU.

4.15. This Stage-II connectivity document contained the name of the substation, however, did not have the details of the bay along with Single Line Diagram. The SLD was provided by GETCO separately.

4.16. GETCO, vide communication dated 09.08.2024, issued the provisional estimate of supervision charges for erection of a 66 kV metering bay for evacuation of 4.90 MW wind capacity at the 220 kV Vagra Substation, which was duly paid by the Applicant/Petitioner on 22.08.2024.

4.17. It is submitted that Connectivity Agreement was executed between GETCO and the Applicant/Petitioner on 21.08.2024 for establishing connectivity of 4.90 MW wind capacity for the hybrid power project at the 220 kV Vagra Substation.

4.18. On 24.10.2024 a charging permission was issued by GETCO for charging 66kV feeder bay at 220kV Vagra substation along with associated equipment at GETCO substation and commissioning of associated equipment of GETCO.

4.19. The Applicant/Petitioner applied to GEDA for Provisional approval for development permission and accordingly GEDA issued the provisional approval for Development Permission vide its letter bearing no. GEDA/PR/WSH/24-25/06/2619/42 dated 28.06.2024. Thereafter, the Applicant/Petitioner submitted its application for Development Permission on 04.01.2025, which was granted and issued by GEDA on 10.02.2025 to the Applicant/Petitioner for setting up of 8.735 MW (4.9 MW Wind+ 3.835 MW (AC) Solar) Wind-Solar Hybrid Project (Type-B) in Bharuch District under "*Gujarat Renewable Energy Policy 2023*" for Captive Use.

4.20. On 01.03.2025, a revised development permission was issued by GEDA to the Petitioner for setting up of 8.735 MW.

4.21. Subsequently, on 10.02.2025, the Applicant/Petitioner applied for a Project ID as required for wind and solar projects, which was granted by GEDA on 19.02.2025.

4.22. It is submitted that on 20.05.2025, a Bulk Power Transmission Agreement was executed between the Petitioner and the Respondent for transmission of power with no restriction for captive use with respect to the sanctioned load of Captive customer with the DISCOM i.e. 8.735 MW Hybrid Power Plant (consisting of 4.9MW wind capacity and 3.835MW solar capacity). Subsequently on 21.05.2025, GETCO issued an approval for Long Term Open Access (LTOA) for wheeling Hybrid Power for captive use of the Petitioner.

4.23. Further, on 07.06.2025 a Wheeling Agreement was executed between Dakshin Gujarat Vij Company Limited (DGVCL) and the Petitioner for availing the banking facility for Wind-Solar Hybrid Projects and to take renewable attributes of wind-solar energy for meeting its Solar & Non-Solar Renewable Power Purchase Obligation.

4.24. On 13.06.2025, GETCO issued a letter informing the Applicant/Petitioner to complete the entire evacuation line along with bays, metering system and commission the capacity within 12 months from the date of allotment of transmission capacity i.e. by 29.07.2025, 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

4.25. The Applicant/Petitioner has already installed 2.1 MW out of the 4.9 MW wind capacity and fully installed 3.835 MW solar capacity, totalling 5.9 MW generation capacity of the 8.735 MW Hybrid-Power Project and initiated the construction of the remaining associated evacuation infrastructure, the implementation of the remaining project capacity has been severely impacted due to challenges beyond the Applicant/Petitioner's control:

(i) Lack of clarity on banking issue

(ii) Delay due to impact by Cyclonic Storm 'Asna'

(iii) Delay due to heavy rainfall

(iv) Delay due to crane accident

4.26. The Applicant/Petitioner has issued a communication to GETCO on 14.07.2025 (vide letter dated 30.06.2025) seeking extension of the date for commissioning of the 8.735 MW generation capacity from GETCO on the aforementioned grounds, however, GETCO's response is awaited.

4.27. Inspite of occurrence of various unforeseen events, the Applicant/Petitioner is putting its best efforts to commission entire generating capacity of 8.735 MW hybrid power. Pertinently, the entire evacuation system for 8.735 MW generation capacity has been charged.

4.28. These unforeseen events beyond the Applicant/Petitioner's control, based on which the Applicant/Petitioner is seeking extension of time, are explained in detail as below:

Delay due to Banking Facility clarification

4.29. This Commission issued the Gujarat Electricity Regulatory Commission (Terms and Conditions for Green Energy Open Access) Regulations, 2024 on 21.02.2024, in furtherance of the Electricity (Promoting Renewable energy through Green Energy Open access) Rules, 2022.

4.30. The GEOA Regulations are applicable for allowing open access to electricity generated from green energy sources and are applicable to the licensees, green energy generators or consumers with a contract demand or sanctioned load of 100 KW or more.

4.31. Regulation 17 of the said regulations provides for banking facility and applicable charges. It states that banking facility shall be permitted to consumer availing green energy open access. Further, it provides that the permitted quantum of banked energy by the green energy open access consumers shall be at least 30% of total consumption of electricity from the distribution licensee by the consumers during the billing period.

4.32. Plain meaning of Regulations 17 and 17.6, reflects that the consumer should be allowed banking facilities of minimum 30% of total consumption. However, this issue was interpreted by the concerned authorities in Gujarat by only allowing banking for the quantum of energy which was above 30% of total consumption. This interpretation led to uncertainty amongst stakeholders. Relevant developers started staring towards regulatory vacuum and initiated to approach relevant authorities to intervene. In absence of any clarification, investment in Gujarat was at standstill. The stakeholders as well as Applicant/Petitioner started awaiting relevant clarification because present interpretation had ignored infirm nature of renewable energy. Being an important stakeholder, clarity was then sought by the Energy and Petrochemicals Department, Government of Gujarat from the Ministry of Power, Government of India regarding interpretation of banking provisions of the GEOA Rules, 2022.

4.33. The MoP, on 21.08.2024 issued a clarification with respect to the banking provision of the GEOA Rules, 2022 stating that:

a. Energy obtained through open access arrangements, either through a third-party supplier or via captive generation utilizing the distribution network will be excluded from the calculation of banked energy.

b. The permissible quantum of banked energy, a minimum of 30% of total monthly consumption, only the energy directly procured from the distribution licensee shall be considered.

4.34. Post receipt of clarification, on 31.08.2024, GUVNL issued a clarification on banking provisions. Uncertainty concerning banking was thus put to rest. Therefore, till 31.08.2024 ability of the Applicant/Petitioner to progress with the development was severely impacted.

4.35. Prior to clarification by GUVNL, there was no banking for consumption below 30% which can be further simplified by stating that no infrastructure support for the renewable power plant was there till the issuance of clarification by the GUVNL. The interpretation of the same provision led to uncertainty, and regulatory vacuum. In absence of the clarification on it, the investment was put on standstill position. The said issue was clear with clarification dated 31.08.2024 issued by the GUVNL based on the MoP clarification dated 21.08.2024. The Applicant/Petitioner could make such investment only after the banking regulation issue was clarified by the GUVNL on 31.08.2024. Therefore, there has been no delay on the part of the Applicant/Petitioner in placing any orders.

Delay due to impact by Cyclonic Storm 'Asna'

4.36. The Applicant/Petitioner submitted that the commissioning of the generation capacity was severely disrupted by the unprecedented impact of Cyclonic Storm "Asna," which affected the Gujarat region from 25.08.2024 to 02.09.2024. This extraordinary meteorological event caused widespread disruptions that materially hindered the Applicant/Petitioner's ability to adhere to the project commissioning timeline. The cyclone caused significant damage to the infrastructure including the destruction of power. Hundreds of electrical poles were damaged and several villages were flooded due to heavy rainfall. The intensity of the storm disrupted local power supplies, severally damaged transport infrastructure and created hazardous conditions for workers and materials at Project site.

4.37. The report issued by the India Meteorological Department (IMD) confirms that Cyclonic Storm "Asna" originated as a low-pressure area, however suddenly it developed into a deep depression over east Rajasthan and adjoining west Madhya Pradesh, progressing westward through majority areas of Gujarat. Thereafter, it emerged into the Northeast Arabian Sea, reaching cyclonic storm status with maximum sustained wind speeds of 40 knots (70-80 kmph, gusting to 90 kmph) and a central pressure of 990 hPa, significantly impacted Bharuch District, where the Project site is located.

4.38. The cyclonic storm brought heavy to extremely heavy rainfall, high winds, and flooding to Gujarat, particularly affecting Bharuch District. These conditions rendered construction activities, including the erection of WTG and the installation of evacuation infrastructure, impracticable. High winds posed significant safety risks to on-site personnel, necessitating a complete suspension of work to comply with safety regulations. The Applicant/Petitioner was unable to proceed with critical tasks, such as foundation work and equipment installation, during this period. These conditions caused by the cyclone were unforeseeable and unavoidable, despite the Applicant/Petitioner's best efforts to mitigate risks and adhere to Project timelines. As a result of cyclone's impact, the Applicant/Petitioner faced:

(i) Severe disruptions to logistics: Essential material and equipment could not be transported or delivered to the site due to damaged roads and infrastructure.

(ii) 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.

(iii) 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.

(iv) 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.

4.39. The IMD report documents extensive damage to infrastructure such as flooding and damaged roads which severely restricted access to the Project site, impeding the transportation of essential equipment, cables, and solar modules. Additionally, power outages caused by the shutdown of electrical substations disrupted the operation of heavy machinery and other construction activities reliant on a stable power supply. The Applicant/Petitioner submits that the impacts of Cyclonic Storm "Asna" constitute an unforeseen event as they were beyond the Applicant/Petitioner's reasonable control and prevented timely project execution.

Delay due to Heavy Rainfall

4.40. The Applicant/Petitioner experienced delay in completing the Project due to unprecedented rainfall and flooding during the southwest monsoon season, particularly till 09.10.2024. The reports issued by IMD details the hydro-meteorological conditions that led to severe flooding across Gujarat, including Bharuch District.

4.41. It is submitted that the level of rainfall and flooding broke all records in the area. The IMD report records that Gujarat received 1055.5 mm of rainfall during the 2024 monsoon season, 48% above the normal range. Bharuch District experienced large excess rainfall, categorized as a significant deviation from normal levels, particularly during the intense rainfall episode till 09.10.2024. This episode, driven by a low-pressure system that intensified into Cyclonic Storm "Asna," caused widespread flooding in the project area, rendering the site inaccessible and unsuitable for construction. The heavy rainfall made it unsafe for workers to proceed with the work.

4.42. The heavy rainfall and resultant flooding halted critical construction activities, including foundation work for WTGs and the installation of evacuation infrastructure, Waterlogged conditions at the Project site posed safety risks to workers and equipment, necessitating a suspension of operations. The Applicant/Petitioner was unable to carry out essential tasks due to the extreme weather conditions.

4.43. The flooding severely disrupted the transportation of critical project components. Due to floods the logistics providers were unable to navigate the affected road network. Further, preliminary works in relation to the civil works, foundations and erection of transmissions lines could not be done due to water logging. Moreover, due to heavy rainfall delivery of plant equipment planned during the intervening period has to be stopped and rescheduled as unloading of materials were not possible at site.

4.44. It is submitted that the occurrence of natural calamities has been consistently recognized as a force majeure event in the electricity sector. In this context, a reference has been made to the judgment dated 27.04.2011 of Maharashtra State Power Generation Co. Ltd. v. MERC in Appeal No. 72 of 2010. Applying the principles laid down in the present case, it is undeniable that the unprecedented excess rainfall and flooding constitute a force majeure event and the Applicant/Petitioner cannot be held liable or responsible for the delay caused on account of these unforeseen events.

Delay due to Crane Accident

4.45. The Applicant/Petitioner submitted that the works were further delayed due to an unforeseen accident involving a common crane deployed across multiple hybrid power projects being developed by the Applicant/Petitioner in Bharuch District. This incident, beyond the Applicant/Petitioner's reasonable control, disrupted critical project execution activities and materially impacted the Project's commissioning timeline.

4.46. While moving the WTG, an unforeseen accident occurred involving a common crane deployed across multiple hybrid power projects in Bharuch District. The crane, tasked with lifting and moving WTG components, including blades, hubs, and rotors, etc. The crane lost stability and resulting in the crane toppling. This accident caused significant damage to critical WTG components intended for installation across various projects, including the instant Project. The damaged components, essential for the operation of the WTGs, were rendered inoperable, necessitating their immediate replacement. The incident was an uncontrollable event beyond the Applicant/Petitioner's reasonable control.

4.47. To expedite progress across its various hybrid power projects in Bharuch District, the Applicant/Petitioner engaged a contractor to undertake the erection of the WTG, aiming to adhere to the commissioning timeline. However, the unforeseen crane accident disrupted these efforts, as the damage to critical WTG components halted the progress, which could not be fully mitigated despite the Applicant/Petitioner's best efforts to proceed with construction.

4.48. The damage to the WTG necessitated immediate action to procure a replacement unit. The Applicant/Petitioner promptly initiated negotiations with Original Equipment Manufacturer (OEM), to obtain quotations for the replacement of the damaged blades, hubs, and rotors. These negotiations were essential to secure the necessary components while ensuring compliance with technical specifications and cost considerations. Following the negotiations, the Applicant/Petitioner successfully placed an order for the damaged equipment with Senvion, to ensure continuity of the project and other affected projects in Bharuch District.

4.49. The procurement of the replaced equipment requires additional time, further extending the project timeline. The common crane accident disrupted critical project activities, including the completion of the evacuation infrastructure and associated civil works. It is submitted that the crane accident constitutes as an unforeseeable event, as they were uncontrollable and directly attributable to the circumstances beyond the Applicant/Petitioner's reasonable control.

4.50. The Hon'ble Supreme Court of India in Paragraph 34 of the judgment dated 11.04.2017 in Energy Watchdog -v- Central Electricity Regulatory Commission and Ora.. (2017) 14 SCC 80, has held that "Force Majeure" is governed by the Contract Act, 1872. Insofar as it is related to an express or implied clause in a contract, such as the PPAs before us, it is governed under Chapter III dealing with the contingent contracts, and more particularly, Section 32 thereof. Insofar as a force majeure event occurs dehors the contract, it is dealt with by a rule of positive law under Section 56 of the Contract Act.

4.51. The Hon'ble Supreme Court in the matter of Bangalore Electricity Supply Company Ltd -v-Hirehalli Solar Power Project LLP, (2024) SCC Online SC2253 reiterated the above position.

4.52. The Applicant/Petitioner has put in its bona fide efforts that the Respondent allowed the commissioning of the first 10% of the allocated capacity. The Applicant/Petitioner has made every effort possible so that the Applicant/Petitioner is able to construct the entire Project capacity. As on date the current status of the Project of the Applicant/Petitioner is:

1 WTG installed: 2.1 MW X 1 : 2.1 MW

SOLAR CHARGED - Solar installed: 3.835 MW

4.53. The following table provides the details of the delay suffered by the Applicant/Petitioner on account of the unforeseen events and extension of time (in days) sought by the Applicant/Petitioner on account of the said unforeseen events in the existing timeline for commissioning:

Sr. No.	Unforeseen Event	Delay (in Period)	Extension of time sought (In days)
1	Delay due to uncertainty in banking regulation	30.07.2024 to 31.08.2024	32 days
2	Delay due to impact by Cyclonic Storm 'Asna'	25.08.2024 to 02.09.2024	8 days
3	Delay due to heavy rainfall	03.09.2024 to 09.10.2024	36 days

4	Delay due to crane accident	01.02.2025 to 01.07.2025	150 days
Total extension of time sought (in days)			226 days

4.54. The GERC Procedure for grant of connectivity to RE Projects dated 07.01.2023 has been framed under exercise of delegated legislative authority of the Commission, which establishes the governing framework for connectivity-related matters, and thus, it will prevail on any order issued by exercising quasi-judicial power of the Commission. It is submitted that neither the terms of delegated legislation nor the quasi-judicial order supports the case of the Respondent.

4.55. The Respondent, in its letter dated 13.06.2025, indicated that the Applicant/Petitioner is required to commission the entire capacity by 29.07.2025, calculated as one year from the date of grant of Stage-II connectivity. However, the GERC Procedure for grant of connectivity to RE Projects explicitly provides that the connectivity grantee shall commission the entire capacity within two years from the date of charging of the evacuation line, which, in the present case, occurred on 24.10.2024 thereby setting the commissioning deadline as 23.10.2026.

4.56. It is submitted that all matters pertaining to the grant of connectivity for the hybrid power project of the Applicant/Petitioner are governed by the GERC Procedure for grant of connectivity to RE Projects. The Tariff Order dated

22.02.2024 is a generic order regulating the procurement of renewable energy from hybrid sources. However, the Tariff Order explicitly acknowledges the distinct and specific applicability of the GERC Connectivity Procedure in matters related to connectivity. The Tariff Order, at multiple instances, explicitly references the Connectivity Procedure as the governing framework for connectivity-related matters. The Tariff Order does not override or supplant the Connectivity Procedure but rather complements it by delineating the commercial and operational aspects of power procurement while leaving connectivity-specific matters to the Connectivity Procedure. This delineation establishes the Connectivity Procedure as the authoritative regulation for connectivity related processes

4.57. It is a settled principle of statutory interpretation, as recognized in various judicial pronouncements that when a specific provision conflicts with a general provision, the specific provision prevails. In context of the same the Applicant/Petitioner has referred to the Hon'ble Supreme Court of India in JK Cotton Spinning & Weaving Mills Co. Ltd. v State of Uttar Pradesh, AIR 1961 SC 1170.

4.58. The Connectivity Procedure, being a targeted regulation addressing the technical and procedural nuances of grid connectivity, constitutes a specific provision, whereas the Tariff Order, which broadly regulates the procurement of hybrid power, is a general provision. In matters of connectivity, including the timelines and conditions for commissioning, any ambiguity or conflict must be resolved in favour of the Connectivity Procedure, as it is the more specific and applicable regulation.

4.59. It is further submitted that the Tariff Order explicitly mandates that all connectivity grantees and applicants, including the Applicant/Petitioner, are bound by the Connectivity Procedure. This mandate reinforces the obligation to adhere to the Connectivity Procedure's provisions for all connectivity-related processes, including the grant of connectivity, modifications to connectivity applications, and adherence to commissioning schedules. The Applicant/Petitioner, having applied for connectivity, is unequivocally subject to the Connectivity Procedure. Any interpretation of the Tariff Order that deviates from or conflicts with the Connectivity Procedure's stipulations would contravene the Tariff Order's own directive to defer to the Connectivity Procedure in connectivity matters. The Tariff Order, while setting out the commercial framework for power procurement, does not override the Connectivity Procedure's provisions for handling such delays.

4.60. It is stated that as per the Tariff order passed by this Commission, the connectivity grantee is obligated to commission its entire capacity within one year of charging of evacuation line and not within one year from the date of grant of Stage-II connectivity. In furtherance of which, even though the Stage-II connectivity was granted on 30.07.2024, the evacuation line was charged only on 24.10.2024 and consequently, the Applicant/Petitioner has time till 23.10.2025 i.e. one year from the date of charging of evacuation line, for commissioning of its entire allotted capacity.

4.61. The deadline of 29.07.2025, referenced in GETCO's letter, appears to diverge from the timelines stipulated in the Connectivity Procedure (23.10.2026) and the Tariff Order (23.10.2025). The Applicant/Petitioner respectfully submits that it is entitled to rely on the two-year commissioning period from 24.10.2024, as provided under the Connectivity Procedure, or, at the minimum, the one-year period from the same date as per the Tariff Order.

4.62. The Respondent, in letter dated 13.06.2025, has itself referred to the connectivity procedure as well as the tariff' order by mentioning that as per GERC approved procedure dated 07.01.2023 and relevant tariff order. However, the stipulated deadline of 29.07.2025 does not align with the provisions as mentioned in such GERC Procedure for grant of connectivity to RE Projects as well as the tariff order.

4.63. It is submitted that both the regulations as well as the tariff order of this commission is binding upon the Respondent and that the Respondent cannot take any other approach which goes against the law already in place, as has been held in the case of PTC India Ltd. v. Central Electricity Regulatory Commission. (2010) 4 SCC 603.

4.64. The provision regarding the timeline for commissioning of the entire capacity has been stated in simple and clear words in the GERC approved procedure dated 07.01.2023 and no contrary interpretation can be read thereto. It is a settled principle of law that the law must be interpreted as it is and the same principle has been held by the courts time and again in various judgements as given below.

(i) Tarlochan Singh v. DDA, 1996 SCC OnLine Del 687

(ii) Umar v. Ashok, 2002 SCC OnLine MP 65

(iii) M. Ramaiah v. State of Karnataka, 1995 SCC OnLine Kar 3

4.65. Therefore, the timelines given under the GERC Procedure for grant of connectivity to RE Projects are to be read in their literal sense and cannot be interpreted in a manner that puts the Applicant/Petitioner in a difficult position even after acting in a bona-fide manner and adhering to the established procedure.

4.66. When the GERC procedure dated 07.01.2023 and the tariff order provides for 2 years and 1 year respectively for commissioning of the plant post charging of the evacuation line; it is a logical understanding that it is not possible for the Applicant/Petitioner to commission the entire capacity within 4 months from the date of charging of evacuation line i.e. till 29.07.2025. Reliance is placed upon the following Supreme Court Judgement

(a) Visitor, AMU v. K.S. Misra, (2007) 8 SCC 593

(b) Nathi Devi v. Radha Devi Gupta, (2005) 2 SCC 271

4.67. That the GERC Procedure dated 07.01.2023 as well as the tariff order of this Commission are binding upon the Respondent in furtherance of which, the respondent cannot invoke the bank guarantee of the Applicant/Petitioner or cancel the connectivity before the timeline stipulated under the same is expired. However, the Respondent has sent a Communication to the Applicant/Petitioner to commission instead of 2 years as given under the GERC Procedure. The Respondent is trying to do something indirectly which is not permitted under the said GERC Procedure.

Bonafide conduct of the Applicant/Petitioners by commissioning 90% of RE generation capacity and 100% of evacuation system capacity

4.68. That the Applicant/Petitioner has shown adequate bonafides by commissioning 90% of generation capacities and 100% of evacuation system within the timeline prescribed in Procedure 10(C) of Procedure for grant of connectivity, 2023. The Applicant/Petitioner has installed 5.935 MW (2.1 MW wind +3.835 MW (AC) solar) of the 8.735 MW Project, with 2.1 MW Wind and 3.835 MW solar capacity ready for commissioning. The remaining Project capacity is pending due to the crane accident, which prevents operation. The Applicant/Petitioner has made investments in the Project, with all materials for the remaining WTG on-site. The Applicant/Petitioner has complied with connectivity conditions, including transmission infrastructure installation, and has achieved over 90% Project completion.

4.69. Section 86 (1) (c) (e) & (f) of the Electricity Act 2003 provides for the functions of the Commission, namely facilitating intra-state transmission of electricity, adjudicating upon the disputes between the licensee and the generating company. The Applicant/Petitioner is a generating company developing hybrid power project in the State of Gujarat and the issue raised in the present Petition related to extension of time for commissioning the entire evacuation infrastructure in respect of connectivity for evacuation of 8.735 MW hybrid power from Applicant/Petitioner's project through

220KV Vagra Substation of GETCO i.e. intra-state transmission system in Gujarat. Accordingly, the Commission has jurisdiction to grant the relief sought for in the present Petition.

4.70. Section 86(1)(e) of the Electricity Act confers power upon the Commission to promote energy generation from renewable sources. Every power comes with responsibility, here the Commission has an obligation to ensure addressing the issues being forced upon the wind-solar project developer due to administrative vacuum which escalated for long.

4.71. From the conjoint reading of Regulation 80 and 85 of the Conduct of Business Regulation it becomes clear that the Commission has inherent power to pass any order and also abridge or extend the time prescribed by an order of the Commission for sufficient reasons. Further, the Commission has inherent power to pass any order to meet ends of justice.

4.72. The Commission has, under Regulation 80 which is similar to Section 151 of the Code of Civil Procedure, 1908, inherent power to extend the validity of connectivity. Further, the Commission has inherent power to issue any order, to meet the ends of justice.

4.73. The "*Tariff Framework for procurement of Power by Distribution Licensees and Others from Wind-Solar Hybrid Projects including storage, if any, and other commercial issues for the State of Gujarat*" ("Tariff Order") dated

22.02.2024 passed by the Commission provides that in the event the Wind-Solar Hybrid Project Developer (acting as a Generator, Consumer, or Licensee) is unable to commission the entire allocated evacuation system, including the bays and metering system, within the prescribed time frame due to unforeseen circumstances, the Developer may submit a request to the Commission seeking an extension of the time period.

5. The Respondent in its reply has contended as under:

5.1. The Respondent, GETCO filed reply dated 03.09.2025 and submitted that the Applicant/Petitioner has filed the present petition seeking directions in regard to its Connectivity with respect to timelines for commissioning of the 8.735 MW Solar – Wind Hybrid power project [4.9 MW Wind and 3.835 MW solar].

5.2. The Applicant/Petitioner was granted Stage-II Connectivity vide Letter dated 30.07.2024 for 4.9 MW at Vagra sub-station. The said Stage-II Connectivity was granted after the Order dated 22.02.2024. The issue relates to the aspect of timelines for commissioning of the power project capacity.

5.3. The connectivity was granted on sharing basis. The Applicant/Petitioner had submitted the Agreement with KPI Green Energy Limited for sharing in 21.08.2024. The evacuation line was to be constructed by KPI Green

Energy Limited as Lead Generator for which charging permission was given on 24.10.2024 and the line was charged on 28.10.2024. The Applicant/Petitioner has not disclosed complete facts. The Applicant/Petitioner has not stated that if and when it completed its scope of work.

5.4. Further the Applicant/Petitioner has not provided complete facts. It seeks to claim that the part capacity is installed and ready for commissioning without making any assertion on actual commissioning. The Applicant/Petitioner is required to provide GEDA Certificates for claims of commissioning. The Applicant/Petitioner is put to strict proof as to its claims. As per the information available with GETCO, the Petitioner has applied for open access for 2.1 MW and GETCO has received certificate from GEDA which appears to be for 2.1 MW Wind and 1.925 MW Solar. Unless the Applicant/Petitioner produces evidence to the contrary, there cannot be claim of the balance capacity. In terms of order dated 22.02.2024, the balance uncommissioned capacity stands revoked and the bank guarantee to that extent to be encashed.

5.5. The Applicant/Petitioner has submitted the Bank Guarantee dated 20.07.2024 for amount of 49,00,000/- until 31.03.2026 with claim period of 31.03.2027. The Applicant/Petitioner has to ensure that the Bank

Guarantee remains valid and GETCO reserves its right to encash the Bank Guarantee.

5.6. 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.

5.7. 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.

5.8. The Detailed Procedure provides that in case of change in renewable energy source, the terms and obligations as per the Tariff Orders for the particular renewable energy source would apply and it is entirely the responsibility of the Applicant/Grantee to ensure the same

5.9. Further, Clause 10.2 A, B and C of the Detailed Procedure and provisions of Tariff Order 22.02.2024, indicate the timelines for commissioning of the power project as also the timeframe stipulated i.e. the timelines for the evacuation system. The said Order refers not only to one year but not the subsequent portion "*or as per timeframe* stipulated *above, whichever is earlier*". The Applicant/Petitioner has ignored the said portion of the order. The Letter dated 13.06.2025 is thus consistent with the same.

5.10. The reference to the 2018 Policy is not relevant when the connectivity was obtained admittedly after 2023 Policy.

5.11. As per AMU v. KS Misra (2007) 8 SCC 593 and Nathi Devi v. Radha Devi Gupta (2005) 2 SCC 271 and Nathi Devi v. Radha Devi (2005) 2 SCC 271 quoted by the Applicant/Petitioner, every part is inserted for a purpose. Therefore the above provision has to be given effect to.

5.12. In terms of the above Order dated 22.02.2024, in the present case time to be considered is 12 months from 30.07.2024. To the extent of capacity not commissioned, the Applicant/Petitioner shall have no claim.

5.13. The contention of the Applicant/Petitioner for two years therefore based on the Detailed Procedure does not consider the fact that the Detailed Procedure specifically refers to the timelines to be as per Tariff Orders. The reference to generic order versus special order may not apply when the

Detailed Procedure itself refers to timelines as per Tariff Orders which are also subsequent. Further, in fact, Detailed Procedure is general for all RE whereas Tariff Order is for hybrid projects. The aspect of commissioning of project capacity is common to both and therefore tariff order being subsequent order has been applied.

5.14. The Respondent, GETCO referring to the decisions cited by the Applicant/Petitioner submitted that the issue in the present case is not that GETCO is not following any law. GETCO has acted as per the Tariff Order. There is a difference in the provisions of Detailed Procedure and Tariff Order and GETCO has followed the timelines as per Tariff Order which is subsequent to the Detailed Procedure and since the Detailed Procedure specifically refers to the timelines to be as per Tariff Orders.

5.15. It is not correct on part of the Applicant/Petitioner to allege that the Respondent has not acted as per law. The issue of whether the timeline is reasonable or not cannot be looked at by GETCO. GETCO has to follow the timelines as per Tariff Order and if there is any issue on the reasonableness, it is upto the developers to have challenged the same at the relevant time. The Applicant/Petitioner cannot raise any such issue now.

5.16. It is submitted that there is no issue of doing anything indirectly. GETCO has acted as per Tariff Order. The issue is of interpretation and while the Applicant/Petitioner is seeking the adjudication on such interpretation, it is not open to the Applicant/Petitioner to make allegations against GETCO. There is no interest for GETCO to interpret the aspect in one way or another, but GETCO is only seeking to interpret on the basis of the provisions and GETCO has not modified any provision. GETCO cannot act contrary to the Orders of the Commission. The allegations against GETCO made by the Applicant/Petitioner are wrong and denied.

5.17. The Procedure has been approved by way of the Order by the Commission and is not a delegated legislation in the nature of Regulations which would have a binding effect over any other Order. The judgment in PTC India Limited v CERC (2010) 4 SCC 603 as well as decisions of the Hon'ble Tribunal relied on by the Applicant/Petitioner refers to regulation which is delegated legislation. There is no dispute that the regulations are binding.

5.18. The consideration of the Applicant/Petitioner that the 90% of capacity has to be commissioned within 2 years cannot be understood as correct. The Order dated 22.02.2024 was issued after the Order dated 07.01.2023 approving the Detailed Procedure and since detailed procedure recognizes that it has to be read with the Tariff Orders, therefore as per GETCO's understanding, the subsequent order would apply. GETCO in its letter had referred to Detailed Procedure read with the Tariff Order. The Commission may therefore consider and provide clarity on the timelines for commissioning of the power project.

5.19. It is submitted that since the Applicant/Petitioner has already filed the present Petition, the issue may be decided by the Commission which can be clarified not just for the case of the Applicant/Petitioner but in other cases as well.

5.20. It is submitted that GETCO has filed a Petition being Petition No. 2490 of 2025 and application for amendment in regard to the timelines *inter alia* as per the Hybrid Tariff Order dated 22.02.2024 which may have implications on the timelines.

5.21. It is submitted that the Applicant/Petitioner has sought to rely on various provisions of Electricity Act, 2003 or Conduct of Business Regulations and GETCO craves leave to refer to the same. There is no inherent power in terms of Conduct of Business Regulations for substantive rights of the parties. The Applicant/Petitioner has sought to rely on inherent powers of the Commission in the Conduct of Business Regulations which relate to procedural aspects and do not create any substantive right. The Conduct of Business Regulations is for the procedure before the Commission. In this regard, the Hon'ble Supreme Court in GUVNL v. Solar Semi-Conductor Power Company (India) Private Limited and Another (2017) 16 SCC 498 [Concurring Judgment] in the context of the Conduct of Business Regulations of this Commission referring to decisions of the Hon'ble Supreme Court has recognized that inherent powers are procedural in nature and cannot affect the substantive right of the parties. Further when the Order specifically recognizes the provisions for extension of time for specific reason, the same cannot be extended under Regulation 85 of the Conduct of Business Regulations.

5.22. Further, inherent power even if considered as per Applicant/Petitioner, can only be where there is no other provision. However, when the timelines are provided as per Detailed Procedure read with Tariff Orders, the same has to be followed. The power to remove difficulty etc. cannot be considered when there is a specific provision. The reference to power to remove difficulties under regulation 84 is for difficulty in giving effect to "these Regulations" i.e. Conduct of Business Regulations and not generally for other orders. Even otherwise, the Applicant/Petitioner has to justify as to why such powers are to be exercised.

5.23. There cannot be any general consideration of promotion of renewable energy. The Detailed Procedure as well as Tariff Order has been framed specifically for renewable projects and therefore there is no further consideration while complying with the requirements/provisions of the same. It cannot be that merely because the Applicant/Petitioner is a renewable project, it can claim any exceptional treatment.

5.24. The Respondent GETCO cannot promote renewable energy by granting extension on its own. There is no such power with GETCO. There can be no obligation on GETCO to protect renewable energy projects from its own defaults or delays. GETCO is bound by Orders of this Commission. The Applicant/Petitioner was well aware that GETCO cannot grant any extension, and it is entirely upto the Applicant/Petitioner to seek extension from Commission if it was getting delayed. Having failed to do so, it cannot now blame GETCO for issuing letter dated 13.06.2025. While there is no obligation on GETCO to issue such letters, the same was done as intimation to the Applicant/Petitioner. It is clear that the Applicant/Petitioner had not been taking efforts to approach the Commission until such letter despite being well aware that it is only the Commission which can grant any extension, even assuming but not admitting that there was any justification for such delay.

5.25. The Applicant/Petitioner has sought to justify the delay on following grounds:

(i) Lack of clarity on banking issue

(ii) Delay due to impact by Cyclone Storm Asna

(iii) Delay due to heavy rainfall

(iv) Delay due to Crane accident.

5.26. It is submitted that reliance on the 2023 policy and GEDA procedure is not relevant to the present issue. The same was existing when the Applicant/Petitioner had applied for the Connectivity and therefore the Applicant/Petitioner was well aware of the procedure and the requirements thereof. The Applicant/Petitioner was also aware of the timelines provided in 2023 policy as well as Order dated 22.02.2024.

5.27. Further, the Applicant/Petitioner claims that it is ready to commission 2.1 MW of Wind and 3.835 MW of solar capacity and there is no reason why the balance could not be commissioned.

5.28. It is submitted that despite obtaining Stage-II Connectivity for 4.9 MW on 30.07.2024, the Petitioner appears to have waited until 04.01.2025 for applying for developer Permission which had been duly granted by GEDA.

5.29. The Applicant/Petitioner has sought to claim that it has consistently communicated with the relevant authorities but the Applicant/Petitioner has not produced any evidence of communication. The Applicant/Petitioner also did not approach the Commission for extension at relevant time.

5.30. The Applicant/Petitioner has referred to its communication to GETCO for extension of time. The Applicant/Petitioner is well aware that there is no power with GETCO to grant extension. The Applicant/Petitioner also did not take immediate steps to seek extension until after GETCO's communication despite being well aware of its own delays.

Re: Alleged issue of Clarity in Banking

5.31. The Applicant/Petitioner is seeking to rely on issues with banking but has not specified how the same affected the power project. There is no substantiation or even details of how the Applicant/Petitioner's project was affected. There is general claims that investment was at standstill which is clearly not correct as the Applicant/Petitioner itself had sought connectivity during this time. The Applicant/Petitioner paid the estimate charges as well as signed the agreements. In fact, the Applicant/Petitioner had also obtained provisional approval from GEDA on 28.06.2024. It is therefore not clear how the Applicant/Petitioner was affected.

5.32. Further, the Applicant/Petitioner had sought for connectivity of 4.9 MW which was granted on 30.07.2024 which was only one month before the alleged clarification. There is no reason why the Applicant/Petitioner had caused any delay for its power project of 4.9 MW due to any such pendency of clarification. Further it is clear that the Applicant/Petitioner continued with connectivity of 4.9 MW and therefore there is no reason why such capacity was not commissioned within time.

5.33. The interpretation on the aspect of issues of GERC Green Open Access Regulations or banking are not admitted and, in any case, not relevant. GETCO at this stage is not responding to the import of the provisions for banking.

5.34. However, if the contention of the Applicant/Petitioner is that there was uncertainty or regulatory vacuum (which is not admitted), it is not clear why the Applicant/Petitioner proceeded to seek connectivity at such time. Having done so, the Applicant/Petitioner cannot claim extension on ground of any alleged uncertainty or vacuum. It was the Applicant/Petitioner's choice to obtain connectivity being aware of the provisions and therefore it cannot later claim that having obtained connectivity, it would not take up any work due to any alleged pre-existing uncertainty. This is not unforeseen reasons.

5.35. Further the fact is that the Applicant/Petitioner had sought 4.9 MW which was continued. There was no reduction in capacity and therefore there is no demonstration of how the Applicant/Petitioner was affected. In fact, the Applicant/Petitioner is claiming to be ready for commissioning for part of the capacity and there is no reason why the balance is also not ready.

Re: Alleged Delay due to impact by Cyclone Storm Asna and heavy rainfall

5.36. The Applicant/Petitioner has claimed the impact of Cyclone Storm Asna which was allegedly between 25.08.2024 to 02.09.2024. The Petitioner had only submitted the estimate charges on 22.08.2024.

5.37. Further the Applicant/Petitioner has sought to claim heavy rainfall in monsoon season and claimed period from 03.09.2024 to 09.10.2024. It may be noted that even as per the report produced by the Applicant/Petitioner, the reference is only to 23-30 August 2024 and no document for September – October 2024 is shown.

5.38. The Applicant/Petitioner cannot on its own claim that there was heavy unprecedented rainfall and further claim relief. Even otherwise, the said report does not prove any unprecedented rainfall in 2024.

5.39. The Applicant/Petitioner has sought to claim delays but evidently, the above did not delay the evacuation system which was claimed to be ready by October 2024. It cannot be that the cyclone/rainfall affected the power project but did not affect the evacuation system.

5.40. The reference to cyclone or alleged unprecedented rainfall is also not sufficient. The Applicant/Petitioner has to demonstrate that the same had affected its project and that the Applicant/Petitioner was otherwise ready. Even if there was a cyclone, it cannot be that the Applicant/Petitioner can claim delay on account of the same, even if it was not affected. The Applicant/Petitioner has not produced any evidence of any impact on its project.

5.41. The Applicant/Petitioner has claimed (without any substantiation or evidence) that its construction activities were affected even though the evacuation system was completed by October 2024. But further the Applicant/Petitioner is claiming that it was unable to proceed with foundational work or equipment installation. It is relevant that the Stage-II Connectivity was granted only on 30.07.2024 whereas the cyclone is claimed from 25.08.2024 to 02.09.2024 and therefore it is not likely that there was any such ongoing work. The developer permission from GEDA with locations was obtained only on 10.02.2025.

5.42. Further, the Applicant/Petitioner has not provided any details of purchase orders of material which were to be transported or delivered and got delayed, no letters from any contractor or supplier for the delays in supply, no evidence of any damage to any infrastructure or that the site was inaccessible.

5.43. The Applicant/Petitioner claims that the foundation work and installation was affected but has not provided any evidence of the same. There is no details of what was to be delivered and any communication to substantiate such alleged delays. The Applicant/Petitioner cannot take advantage of any alleged adverse weather conditions in the State to hide its own delays and defaults.

5.44. The Applicant/Petitioner has not produced any evidence except photos which are not authenticated or verified. There is no clarity as to when the photographs were taken or that they relate to the Applicant/Petitioner's project. The alleged text on photographs is not proof.

5.45. It is submitted that the photographs are not evidence, and it has referred to the Hon. Appellate Tribunal for Electricity Judgement dated 13.08.2015 in Appeal No. 281 of 2014 in the matter of Power Grid Corporation of India Ltd. vs. Central Electricity Regulatory Commission and Ors, in context of claim of heavy rainfall.

5.46. Even otherwise, the photographs do not show any particular impact of heavy rainfall or cyclone. The rainfall is common for August and is not unforeseen.

Re: Delay due to crane accident.

5.47. The Applicant/Petitioner has sought to claim a Crane accident but it has not even provided any details, let alone any evidence or supporting documentation. The entire case of the Applicant/Petitioner is based on its own bare statements which cannot be accepted. The Applicant/Petitioner is claiming delay and has the burden of proof of its reasons for delay and that the same were not attributable to it and were in fact unforeseen.

5.48. Any accident occurred at the premises of the Petitioner cannot be the basis to seek extension. The Applicant/Petitioner is liable to ensure that the work is done within time. It was commercial decision of the Applicant/Petitioner to use common crane across different project. It cannot be claimed that the incident was an uncontrollable event. It is not clear that the accident was due to negligence or omission of any safety aspect or otherwise attributable to the Applicant/Petitioner or its contractor. Merely because the Applicant/Petitioner claims that there was an accident which was uncontrollable does not make it so.

5.49. There was also no reference to any accident in the letter dated 30.06.2025 received on 14.07.2025 but the claim was delay in receiving replacement of parts due to minor damage. Considering that the purchase order was itself placed only on 01.03.2025, it is not clear that the delay was uncontrollable. Further, the claim of minor damage does not justify the claims now sought to be made in the Petition.

5.50. It is submitted that the Applicant/Petitioner has not produced any evidence of the alleged accident or its impact. The Applicant/Petitioner has not even provided the details of alleged accident. The claim of accident is denied and the Applicant/Petitioner is put to strict proof thereto.

5.51. The Applicant/Petitioner is also claiming that there was damaged components which claim is also not substantiated or supported by the evidence or even dealt with. The Order itself was placed only on 01.03.2025 but the Applicant/Petitioner has not provided any details when the accident occurred, which equipment was damaged, when the order was originally delivered, why was there need for a separate order. No other details are provided. The Applicant/Petitioner has not even provided how much was affected.

5.52. Further the Applicant/Petitioner has claimed delay from 01.02.2025 to 01.07.2025 which cannot be accepted at all. In addition to there being no evidence, the accident cannot possibly cause delay of 5 months. The Applicant/Petitioner has not provided any details of what steps were taken.

5.53. The Applicant/Petitioner itself claims that 2.1 MW WTG was ready and therefore clearly that was not affected. There is no reason why other capacity was not ready.

Re: Reliance on decisions

5.54. There is no specific provision for force majeure in the Detailed Procedure, and the only reference is the Tariff Orders, and the Tariff Orders only recognize failure to commission on case-to-case basis due to unforeseen reasons.

5.55. While it is submitted that there is no force majeure clause, it has been held that the force majeure clause has to be narrowly construed by the Hon'ble High Court of Delhi by referring to Energy Watchdog Case:

1. Halliburton Offshore Services Inc -v- Vedanta Limited and Ors dated 29.05.2020 in OMP (I) (COMM) No. 88 of 2020 wherein it was also held that even in case of COVID 19, it has to be seen whether this would justify non-performance of the contract needs to be considered in the facts and circumstances of each case.
2. NTPC Vidyut Vyapar Nigam Ltd -v- Precision Technik Pvt. Ltd., 2018 SCC OnLine Del 13102:

5.56. It is submitted that the reliance on decisions relating to delays in obtaining approvals and clearances from Government instrumentalities is misconceived. There is no approval or clearance in this case, without which the project could not be proceeded with. The issues raised by the Applicant/Petitioner are not related to any approvals or clearances.

5.57. The Applicant/Petitioner has sought to rely on decision in Hirehalli Solar Power Project, 2021 SCC Online APTEL 66 and 2024 SCC Online 2253 and Bangalore Electricity Supply Company Limited v. Hirehalli Solar Power Project LLP and Others 2024 SCC Online SC 2253 which deals with force majeure in a contract. In the present case, the timelines are as per Detailed Procedure and there is no provision of force majeure. Even otherwise, while the issue is contractual in the said case and in the said case, BESCOM had in fact extended the time first and then changed its mind. Even otherwise in the said case, it was held that the Appellants therein cannot be blamed for delay, and it was not within their control. The Appellants had done whatever it could to secure the approvals. In the present case, there is no approvals to be obtained which is claimed as reasons for delay.

6. The Applicant/Petitioner has filed its Rejoinder on 01.10.2025 and submitted as under:

6.1. It is submitted that the Respondent, vide its reply, has contended that the timelines under the '*Grant of Connectivity to Projects based on Renewable Sources to Intra-State Transmission System*' Procedure dated 07.01.2023 (Connectivity Procedure) must be read harmoniously with the Tariff

Framework for Procurement of Power by Distribution Licensees and Others from Wind-Solar Hybrid Projects dated 22.02.2024 (Tariff Order). It is the contention of the Respondent that the reliance of the Applicant/Petitioner on Clause 10.2(C) of the Connectivity Procedure (allowing 2 years from evacuation line charging) ignores the "*whichever is earlier*" clause in Para 3.9 of the Tariff Order, mandating commissioning within 12 months from the earlier of Stage-II connectivity grant or evacuation line charging. It is submitted that the contention of the Respondent is misconceived, arbitrary, and denied as it leads to selective interpretation of regulatory framework and is contrary to the plain language and promotional intent of the Connectivity Procedure.

6.2. It is submitted that the Connectivity Procedure is a standalone regulation governing connectivity grants for all renewable energy projects, including hybrids, and was notified prior to the Tariff Order. Clause 10.2(A) of the Connectivity Procedure provides that Stage-II Connectivity grantees shall complete the dedicated transmission line(s), including required bays, busbar at transmission licensee's substation, and generator pooling substation(s), within the timeline specified by the State Commission in relevant orders/LOA/LOI/PPA for projects, as applicable from time to time. However, Clause 10.2(C) explicitly provides for commissioning of at least 10% of the allotted capacity within one month of charging of the evacuation line, failing which the grantee shall be liable to pay long-term Transmission Charges for 10% of allotted capacity till such 10% is commissioned, and the balance 90% capacity shall be required to be commissioned within two years, failing which the STU shall cancel the capacity allotment to the extent not commissioned.

6.3. Clause 10.2(C) of the Connectivity Procedure does not incorporate any "whichever is earlier" stipulation tied to the Stage-II grant date, and the attempt of GETCO to import such a limitation from the Tariff Order is impermissible.

6.4. The Tariff Order at Para 3.9 stipulates the timeline for completion of the entire evacuation line, bays, and metering system within 12 months from the date of transmission capacity allotment (i.e., by 29.07.2025 for 4.9 MW). It further provides for commissioning of at least 10% of allotted capacity within one month of evacuation line charging or as per the timeframe stipulated above (12 months from allotment), whichever is earlier, and the balance 90% within 12 months from charging or as per the timeframe stipulated above, whichever is earlier. Further, the Tariff Order does not override the Connectivity Procedure's explicit 2-year timeline for full commissioning post-charging, as the Connectivity Procedure governs connectivity obligations holistically for all RE projects.

6.5. Clause 10.2 (C) of the Connectivity Procedure mandates commissioning of at least 10% of allotted capacity within one month of evacuation line charging and the balance 90% within two years i.e. by 23.10.2026. Para 3.9 of the Tariff Order, while introducing a 12-month timeline from allotment, must be harmoniously construed with the connectivity procedure, which prevails as the primary regulation for connectivity timelines. The interpretation of GETCO attempts to impose a shorter timeline indirectly, contrary to the principles of statutory interpretation.

6.6. The Applicant/Petitioner has at all times complied with the applicable procedures and has acted in accordance with the prevailing regulatory framework. The Tariff Order dated 22.02.2024 cannot be applied retrospectively to alter the rights and obligations that had already crystallized under the Connectivity Procedure dated 07.01.2023.

6.7. It is the settled principle of law, as held in PTC India Ltd. v. Central Electricity Regulatory Commission, (2010) 4 SCC 603, that subordinate legislation or orders cannot have retrospective effect unless expressly provided. In the present case, no such retrospective application is contemplated or permissible.

6.8. The Connectivity Procedure, 2023 is a delegated legislation framed under the express authority of the GERC (Terms and Conditions of Intra-State Open Access) Regulations, 2011, and has been duly approved by the Commission. It is a settled principle of law in PTC India Ltd. v. Central Electricity Regulatory Commission, (2010) 4 SCC 603; and State Load Despatch Centre v. Gujarat Electricity Regulatory Commission, 2015 SCC OnLine APTEL 50, that delegated legislation, once validly made and approved, has the force of law and is binding on all stakeholders, including the Commission itself.

6.9. The Tariff Order dated 22.02.2024 is a quasi-judicial order regulating the commercial aspects of procurement of power from hybrid projects and does not, and cannot, override the specific provisions of the Connectivity Procedure, which is a delegated legislation specifically governing the technical and procedural aspects of grid connectivity, including commissioning timelines.

6.10. The Hon'ble Supreme Court in JK Cotton Spinning & Weaving Mills Co. Ltd. v. State of Uttar Pradesh, AIR 1961 SC 1170, has categorically held that where there is a conflict between a general provision and a specific provision, the specific provision prevails. The Connectivity Procedure, being a special and specific regulation for connectivity, must prevail over the general provisions of the Tariff Order in matters relating to commissioning timelines.

6.11. The contention of the Respondent on the Tariff Order as being "subsequent" to the Connectivity Procedure is misplaced. It is submitted that the mere fact of subsequent issuance does not ipso facto results in the implied repeal or overriding of the earlier delegated legislation, unless there is an express provision to that effect or an irreconcilable conflict. In the present case, the Tariff Order itself recognizes and incorporates applicability of the Connectivity Procedure for connectivity-related matters.

6.12. The contention of the Respondent that the Connectivity Procedure refers to timelines "as per Tariff Orders" is selective and ignores the clear language of the Connectivity Procedure. The Connectivity Procedure stipulates a two-year period from the date of charging of the evacuation line for commissioning of the balance 90% capacity.

6.13. The Tariff Order provides an alternative timeline of one year from the date of charging of the evacuation line, but does not override the specific provision of the Connectivity Procedure, which is binding on the Projects.

6.14. The Hon'ble Supreme Court in Nathi Devi v. Radha Devi Gupta, (2005) 2 SCC 271, has held that every part of a statute or regulation must be given effect to and redundancy must be avoided. The interpretation advanced by the Respondent would render the specific commissioning timeline in the Connectivity Procedure otiose, which is impermissible in law.

6.15. The contention of the Respondent being that the Applicant/Petitioner is required to commission the entire capacity by 29.07.2025, calculated as one year from the date of grant of Stage-II connectivity, is contrary to both the Connectivity Procedure and the Tariff Order, both of which link the commissioning timeline to the date of charging of the evacuation line, not the date of grant of connectivity. The communications issued by the Respondent including the grant of connectivity letters, explicitly require the Applicant/Petitioner to abide by the terms and conditions of the Connectivity Procedure, thereby estopping the Respondent from now contending otherwise.

6.16. It is submitted that even if considering the "whichever is earlier" clause, the Applicant/Petitioner's interpretation is in consonance with the plain language of the relevant clauses and the intent of the regulatory framework. The "whichever is earlier" clause must be read harmoniously with the overall scheme of the Connectivity Procedure and the Tariff Order and cannot be interpreted in a manner that defeats the purpose of promoting renewable energy projects or imposes unreasonable hardship on the Applicant/Petitioner.

6.17. The Hon'ble Supreme Court in DDA v. Joint Action Committee, Allottee of SFS Flats, (2008) 2 SCC 672, has held that interpretation of contractual and statutory provisions must be purposive and not lead to absurd results.

6.18. The Respondent has contended that Gujarat Renewable Energy Policy, 2018 and Gujarat Renewable Energy Policy, 2023 are irrelevant as connectivity was granted post- 2023 Policy and Tariff Order.

6.19. It is submitted that the policies form the backbone of the regulatory regime and provide the necessary context for the grant of connectivity and other approvals. The Applicant/Petitioner's project was conceptualized and initiated under the framework of the 2018 Policy, and the subsequent 2023 Policy and thus, the Tariff Order cannot be applied in isolation or to the exclusion of the earlier policy framework. The Hon'ble Supreme Court in Shree Sidhbali Steels Ltd. v. State of Uttar Pradesh, (2011) 3 SCC 193, has recognized the importance of policy continuity and the legitimate expectations of stakeholders.

6.20. Further, the interpretation of GETCO vide its letter dated 13.06.2025 does not align with the provisions of Connectivity Procedure and the Tariff Order as it is not possible to complete the evacuation infrastructure and commission the Project within 12 months from allocation of transmission capacity. The evacuation line of the Applicant/Petitioner was charged on 24.10.2024 entitling the Applicant/Petitioner to commission by 23.10.2026. Thus, the directions issued by GETCO vide its letter dated 13.06.2025 demanding commissioning by 29.07.2025 is ultra vires the Connectivity Procedure.

6.21. It is submitted that the Petitioner has already installed 2.1 MW (one WTG of 2.1 MW) out of total 4.9 MW wind capacity and has fully installed 3.835 MW Solar capacity, aggregating to a total installed capacity of 5.935 MW. The Petitioner further submitted that commissioning has been completed for 2.1 MW and 1.925 MW solar capacity, as per the certificates issued by GEDA.

6.22. The Petitioner is in the process of commissioning the balance capacity and shall submit the requisite certificates upon completion, in accordance with the applicable regulations and direction for the Commission.

6.23. The Present Petition was filed on 17.07.2025. Subsequent to the filing of the Petition, the commissioning certificate for 2.1 MW and 1.925 MW solar capacity was issued by GEDA on 01.08.2025. The Petitioner is receiving commissioning certificates in parts from GEDA as and when the respective capacities are commissioned and certified.

6.24. The certificates for the Commissioned capacity is already placed on record before the Commission. The Petitioner had, in its petition, claimed installation of 2.1 MW (one WTG of 2.1 MW) out of the total 4.9 MW wind capacity and fully installed 3.835 MW solar capacity, totalling 5.935 MW.

6.25. The delay, if any, in commissioning the balance capacity is attributable to reasons beyond the control of the Petitioner, including but not limited to force majeure events, which have been duly commissioned to the concerned authorities.

6.26. It is the contention of the Respondent that it has preferred before this Commission Petition No. 2490 of 2025 for amendment of Tariff Order dated 22.02.2024, which may have implication on the timelines.

6.27. It is submitted that the pendency of Petition No. 2490 of 2025 before this Commission, as referred to by the Respondent, has no bearing on the merits or maintainability of the present Petition. The present Petition is filed by the Applicant/Petitioner seeking specific reliefs in respect of extension of time for commissioning of its own project capacity, based on facts, events, and circumstances unique to the Applicant/Petitioner's project. The present Petition is a fact-specific adjudication concerning the Applicant/Petitioner's project, based on the Tariff order of the commission, the unforeseen and uncontrollable events suffered, and the reliefs sought on that basis. Unforeseen reasons are akin to force majeure events when the project developer is not able to either complete the transmission network or 10% of the project as envisaged in the policy or commission order.

6.28. It is a settled principle of law in State of Uttar Pradesh v. Jeet S. Bisht, (2007) 6 SCC 586; and State of Haryana v. Chanan Mal, (1977) 1 SCC 340 that pendency of a general or policy-related petition does not preclude or bar the adjudication of individual, project-specific disputes or applications for relief, especially where the facts and equities of the case require urgent and individualized consideration.

6.29. The present Petition does not seek to challenge the validity of any regulations, order, or policy in rem, but only seeks the exercise of the Commission's statutory and regulatory powers to grant extension of time in the peculiar facts and circumstances of the Applicant/Petitioner's project, the pendency of Petition No. 2490 of 2025 cannot be a ground to delay or deny consideration of the present Petition.

6.30. The Commission, in exercise of its powers under Section 86(1)(f) of the Electricity Act, 2003, is fully competent to adjudicate upon disputes between licensees and generating companies on a case-to-case basis, and the pendency of any other petition does not operate as a bar to such adjudication.

6.31. The contention of Respondent that Regulation 85 of the Gujarat Electricity Regulatory Commission (Conduct of Business) Regulations, 2004 is procedural in nature and cannot be invoked to extend substantive timelines for commissioning, citing the concurring judgment in Gujarat Urja Vikas Nigam Limited v. Solar Semiconductor Power Company (India) Private Limited, (2017) 16 SCC 498, wherein it was held that inherent powers are limited to procedural matters and cannot effect substantive rights enshrined with the Parties. This contention is misconceived, and vehemently denied, as it overlooks the broad adjudicatory and promotional powers vested in the Commission under the Electricity Act, 2003, and misapplies the ratio of the GUVNL Case to the facts at hand.

6.32. It is submitted that Section 86(1)(f) of the Electricity Act empowers the Commission to adjudicate upon disputes between generating companies and transmission utilities, including those pertaining to connectivity grants and commissioning timelines, which form the crux of the present Petition. This provision, read conjointly with Section 86(1)(e), which mandates the Commission to promote cogeneration and generation of electricity from renewable sources, confers upon the Commission the requisite authority to grant extensions in cases where unforeseen and uncontrollable events have impeded project implementation. Regulations 80 and 85 of the Conduct of Business Regulations further reinforce this authority. Regulation 80 preserves the inherent powers of the Commission to make such orders as may be necessary for the ends of justice or to prevent abuse of process, while Regulation 85 expressly allows for the extension or abridgement of prescribed timelines for sufficient reason, subject to the provisions of the Electricity Act. These regulations are not merely procedural adjuncts but are designed to enable the Commission to exercise flexibility in furtherance of its statutory mandate, particularly in the context of renewable energy projects, where policy objectives underscore the need for promotional measures to mitigate barriers to development.

6.33. The Commission is vested with wide powers to do complete justice between the parties and to ensure the effective implementation of its regulations. The nature of Regulations 80 and 85 does not preclude the exercise of inherent powers to address genuine hardships and to prevent the frustration of the objectives of the regulatory framework. The Hon'ble Supreme Court in Grindlays Bank Ltd. v. Central Government Industrial

Tribunal, (1980) 2 SCC 420, has held that every tribunal or authority has inherent powers to do justice in the absence of express prohibition.

6.34. The Hon'ble Supreme Court in Manohar Lal Chopra v. Rai Bahadur Rao Raja Seth Hiralal, AIR 1962 SC 527, and in Padam Sen v. State of Uttar Pradesh, AIR 1961 SC 218, has held that the inherent powers of a tribunal or court are not limited to procedural matters but extend to making such orders as may be necessary to meet the ends of justice or to prevent abuse of process.

6.35. The Commission, as a statutory regulator, is vested with wide powers to grant relief in appropriate cases to ensure the achievement of the objectives of the Electricity Act, including the promotion of renewable energy, protection of investments, and prevention of undue hardship to project developers.

6.36. Further, in the GUVNL Case (supra), the Hon'ble Supreme Court, in the concurring judgment, observed that inherent powers under similar regulatory frameworks are confined to procedural aspects and cannot be wielded to modify substantive terms of a PPA, such as tariff fixation, without due process. However, the present case is distinguishable on multiple fronts. Firstly, unlike the GUVNL Case, where no force majeure or unforeseen events were substantiated, and the extension sought would have altered the tariff structure embedded in the PPA, the prayer of the Applicant/Petitioner herein does not seek to create new substantive rights or modify tariffs, rather, it aims to remedy injustices arising from documented unforeseen delays, thereby aligning with the promotional ethos of Section 86(1)(e). The Hon'ble Court in GUVNL case emphasized that inherent powers can be invoked to address procedural lacunae or to ensure justice in implementation, which precisely applies here, as the extension would facilitate the operationalization of a renewable energy project without undermining any fixed contractual obligations.

6.37. It is submitted that the GUVNL Case involved a bilateral PPA with fixed tariffs, whereas the instant matter pertains to connectivity timelines under the Connectivity Procedure and Tariff Order, which themselves contemplate case-by-case extensions for unforeseen or uncontrollable events. The Appellate Tribunal for Electricity (APTEL) in Hirehalli Solar Power Project LLP v. Karnataka Power Transmission Corporation Ltd. judgment dated 12.08.2021 in Appeal No. 38 of 2019) upheld extensions of the Scheduled Commercial Operation Date (SCOD) for land acquisition delays under force majeure clauses, emphasizing regulatory flexibility to promote renewable energy and reappreciating evidence to grant relief where delays were beyond the developer's control.

6.38. The Hon'ble Supreme Court, in Bengaluru Electricity Supply Company Ltd. v. Hirehalli Solar Power Project LLP, (2024) 8 SCC 2253 (Civil Appeal Nos. 8994- 8995 of 2021, decided on 27.08.2024), affirmed APTEL's approach, holding that delays attributable to force majeure events justify extensions without imposition of liquidated damages, and that appellate bodies may reappreciate facts to ensure justice in renewable energy disputes. The said judgment recognizes that inherent powers cannot be exercised in derogation of express statutory provisions, but in the present case, the regulations and orders themselves contemplate extension of time in cases of unforeseen events, and the exercise of inherent power is in furtherance of. not contrary to, the regulatory framework. In the present case, documented impediments i.e. lack of banking clarity, Cyclone Asna, heavy rainfall, and crane accident constitute analogous unforeseen events, warranting similar relief. It is submitted that the documented impediments i.e. lack of banking clarity, Cyclone Asna, heavy rainfall, and crane accident constitute analogous unforeseen events, warranting similar relief.

6.39. Regulation 84 of the Conduct of Business Regulations, which empowers the Commission to remove difficulties in giving effect to any Regulation or Order, further applies herein, allowing resolution of ambiguities in timelines between the Connectivity Procedure (providing 2 years post-charging) and the Tariff Order (introducing a 12-month cap). The position of GETCO, if accepted, would undermine the promotion of renewable energy, contrary to national and state goals under the Electricity Act and Gujarat Renewable Energy Policy, 2023, potentially leading to stranded assets and discouraging investments in clean energy.

6.40. The Respondent denies that the claimed delays qualify as unforeseen or uncontrollable events, alleging instead that they are attributable to the Applicant/Petitioner's own lapses and are self-inflicted. This assertion is vehemently denied as being wholly misconceived, unsubstantiated, and contrary to the evidence on record by the Applicant/Petitioner, which demonstrates that the delays were occasioned by factors entirely beyond the Applicant/Petitioner's reasonable control and diligence.

6.41. It is submitted that the concept of unforeseen and uncontrollable events, akin to force majeure in regulatory contexts, must be interpreted broadly in the domain of renewable energy projects to align with the statutory mandate under Section 86(1)(e) of the Electricity Act, 2003, which enjoins the Commission to promote generation from renewable sources. As held by the APTEL in various judgments, including Hirehalli Solar Power Project LLP v. Karnataka Power Transmission Corporation Ltd. (APTEL

Judgment dated 12.08.2021 in Appeal No. 38 of 2019), delays arising from external impediments such as regulatory ambiguities, natural calamities, or unforeseen operational disruptions qualify for extensions where the developer has exercised due diligence. The Hon'ble Supreme Court, affirming this approach in Bengaluru Electricity Supply Company Ltd. v. Hirehalli Solar Power Project LLP, (2024) 8 SCC 2253 (Civil Appeal Nos. 8994-8995 of 2021, decided on 27.08.2024), emphasized that force majeure clauses and extensions must be construed liberally to prevent penalization of developers for events beyond their control, particularly in promotional sectors like renewables, where public interest in clean energy outweighs rigid timelines. In the present case, the Applicant/Petitioner completed significant work in the Project proving its bona fide efforts and substantial progress.

6.42. The burden of proof in any legal proceedings is on a preponderance of probabilities, and the Applicant/Petitioner has discharged its burden by producing cogent and credible evidence of the occurrence of unforeseen events, including the IMD reports on Cyclonic Storm 'Asna' and excess rainfall, GUVNL's clarification on banking, and documentation of the crane accident and procurement of replacement equipment.

6.43. It is submitted that the said events were indeed beyond the reasonable control of the Applicant/Petitioner and fall squarely within the ambit of force majeure as recognized in law and under the relevant agreements. The occurrence of natural calamities such as cyclones and heavy rainfall, as well as accidents such as crane mishaps, are classic examples of force majeure events, as held in Energy Watchdog v. CERC, (2017) 14 SCC 80. It was held that the force majeure events, whether arising from express contractual provisions or dehors the contract, are recognized under Indian law and entitle the affected party to relief from the consequences of delay, provided the event was beyond the reasonable control of the party and could not have been mitigated by reasonable efforts. The Applicant/Petitioner has acted with due diligence and has taken all reasonable steps to mitigate the impact of such events.

6.44. It is the contention of the Respondent that despite obtaining stage-II connectivity for 4.9 MW on 30.07.2024, the Petitioner waited until 04.01.2025 to apply for developer permission from GEDA.

6.45. It is submitted that the Petitioner, upon obtaining stage-II connectivity on 30.07.2024, undertook all necessary preparatory steps required for the submission of the developer permission application, including but not limited to, finalization of project design, procurement of requisite documents, and compliance with statutory requirement as mandated by GEDA and other authorities.

6.46. The process of applying for developer permission is contingent upon the completion of several pre-requisite activities, including land acquisition, technical feasibility studies and securing various clearances, all of which were diligently pursued by the Petitioner. The Petitioner acted with utmost diligence and promptitude, and there was no undue or intentional delay attributable to the Petitioner. It is submitted that the application for developer permission was made on 04.01.2025, immediately upon completion of the necessary pre-application formalities.

6.47. It is the contention of the Respondent that the Applicant/Petitioner has not specified how the lack of clarity in banking provisions affected the progress of the project and has further alleged that the Applicant/Petitioner's claims of investment being at a standstill are unsubstantiated. The Respondent has also questioned the relevance of the banking issue to the delay in commissioning and has asserted that the Applicant/Petitioner's actions in seeking connectivity and approvals during the period of regulatory uncertainty negate the claim of adverse impact. This contention is denied as being factually incorrect and legally untenable.

6.48. It is submitted that banking provisions, which allow for the storage and offset of excess renewable energy generation, are integral to the economic viability of hybrid wind-solar projects, as they mitigate risks and ensure optimal utilization of capacity. The lack of clarity in banking norms under the Gujarat Renewable Energy Policy created a regulatory vacuum that directly impeded the Applicant/Petitioner's investment decisions and project planning, particularly in finalizing capacity allocation and procurement strategies.

6.49. It is submitted that banking facility is a critical commercial and operational parameter for renewable energy projects, especially those set up under captive or open access modes, the absence of clarity on the quantum and manner of banking directly affects the financial viability, planning, and execution of such projects. The Applicant/Petitioner's project, being a wind-solar hybrid project under captive use, is fundamentally dependent on the ability to bank surplus energy and draw the same as per operational requirements.

6.50. The regulatory ambiguity that prevailed prior to the clarification issued by the Ministry of Power on 21.08.2024, and subsequently by GUVNL on 31.08.2024, created a situation where neither the Applicant/Petitioner nor other stakeholders could accurately assess the extent of banking permissible, the applicable charges, or the commercial implications thereof. This uncertainty led to a justifiable and prudent pause in major capital investment and procurement decisions, as any miscalculation could have resulted in significant financial losses and stranded assets. The Applicant/Petitioner, being a responsible and prudent investor, was compelled to await regulatory clarity before proceeding with irreversible financial commitments, including the placement of orders for critical equipment, finalization of project financing, and scheduling of construction activities. The mere act of seeking connectivity or obtaining provisional approvals does not equate to full-scale investment or commencement of construction, which are contingent upon the resolution of such fundamental regulatory uncertainties.

6.51. The Hon'ble APTEL in SLS Power Limited v. Andhra Pradesh Electricity Regulatory Commission, 2010 SCC OnLine APTEL 62, has held that regulatory uncertainty and delays in issuance of clarifications by competent authorities constitute valid grounds for extension of time and relief from penal consequences. The conduct of the Applicant/Petitioner in seeking connectivity and approvals during the period of uncertainty was a prudent step to secure its rights and options and does not negate the fact that actual investment and construction were necessarily deferred until the regulatory position was clarified. The Applicant/Petitioner's actions were in line with industry practice and the principle of commercial prudence.

6.52. It is the contention of the Respondent that the Applicant/Petitioner cannot claim extension on the ground of regulatory uncertainty after having sought connectivity is contrary to settled law. The Hon'ble Supreme Court in DDA v. Joint Action Committee, Allottee of SFS Flats, (2008) 2 SCC 672, has held that parties are entitled to seek relief where subsequent events or clarifications fundamentally alter the basis on which initial steps were taken. Thus, the Applicant/Petitioner's project, being a hybrid renewable project under captive use, is directly and materially affected by the banking provisions.

6.53. The Respondent has dismissed the submissions of the Applicant/Petitioner and contended that the delays caused by Cyclone Asna and subsequent heavy rainfall as seasonal and normal occurrences, lacking proof of actual impact on the Project site. This dismissal is denied as being arbitrary and unsupported by meteorological evidence or legal precedent.

6.54. It is submitted that Cyclone Asna, occurring from 25.08.2024 to 02.09.2024, was classified as a severe cyclonic storm by the India

Meteorological Department (IMD), leading to unprecedented wind speeds, flooding, and site inaccessibility in the Bharuch district, where the Project is located. This was followed by prolonged heavy rainfall from 03.09.2024 to 09.10.2024, exacerbating damage to access roads, equipment, and construction activities.

6.55. The impact is evidenced by IMD reports for cyclonic storm Asna and for heavy rainfall submitted in the Petition, which confirm deviations from normal seasonal patterns, including rainfall exceeding 48% above average, causing landslides and erosion at the site. Authenticated photographs further corroborate the disruption, rendering the site inaccessible for and delaying foundation work and turbine erection.

6.56. It is the contention of the Respondent that the Applicant/Petitioner has not produced documentary evidence for the period September-October 2024 is incorrect. The Applicant/Petitioner has referred to the IMD report for heavy rain, which records that Gujarat, and specifically Bharuch District, received 48% excess rainfall during the 2024 monsoon season, with large excess rainfall in the relevant period. The IMD report is an official government document and constitutes conclusive evidence of the meteorological conditions prevailing at the project site.

6.57. It is a settled principle of law that official government reports, notifications, and records are admissible and reliable evidence of the facts stated therein and are entitled to due weight and presumption of correctness. The Hon'ble Supreme Court in State of Kerala v. V.K. Jose, (2005) 6 SCC 661.

6.58. It is the contention of the Respondent that the cyclone and rainfall did not affect the project since the evacuation system was ready by October 2024 is misconceived. It is submitted that the Applicant/Petitioner has clearly pleaded and demonstrated that while the evacuation system was ultimately completed, the progress of civil works, foundation laying, equipment delivery, and installation of equipment was severely hampered during the cyclone and heavy rainfall. The completion of the evacuation system does not negate the delays suffered in other critical project activities, which are interdependent and sequential. The Applicant/Petitioner's inability to proceed with foundation work, equipment installation, and other construction activities during the period of adverse weather is amply supported by the IMD report and the site photographs.

6.59. The Hon'ble Supreme Court in Smt. Shashi Gupta v. State of U.P., (2007) 6 SCC 758, has held that the standard of proof in civil proceedings is the preponderance of probabilities, and that official reports, photographs, and contemporaneous records are sufficient to discharge the burden of proof.

6.60. It is the contention of the Respondent that the photographs submitted by the Applicant/Petitioner are not authenticated or verified.

6.61. It is submitted that the photographs annexed by the Applicant/Petitioner depict the aftermath of flooding and the challenges faced in transporting equipment and materials. The mere presence of vehicles at the site does not establish that normal construction activities could proceed, especially when the site was waterlogged, unsafe, and subject to repeated disruptions.

6.62. The Hon'ble Supreme Court in Nathi Devi v. Radha Devi Gupta, (2005) 2 SCC 271, has held that the courts must take a pragmatic and realistic view of the facts, and not be swayed by isolated or out of context details.

6.63. The allegation of the Respondent that the Petitioner has not produced purchase orders, contractor letters, or other documentary evidence is misplaced.

6.64. It is submitted that in large scale infrastructure projects, delays caused by unforeseeable events such as cyclones and unprecedented rainfall are often documented through photographic evidence, which have been duly submitted.

6.65. The reliance of the Respondent on Hon'ble APTEL in Power Grid Corporation of India Ltd. v. Central Electricity Regulatory Commission (Judgment dated 13.08.2015 in Appeal No. 145 of2014) is completely misplaced. The judgment held that while seasonal weather may not ordinarily constitute force majeure, it qualifies as such if proven to be unprecedented and directly disruptive to project execution, with the onus on the claimant to demonstrate impact through evidence like meteorological data and site records which the Applicant/Petitioner has fulfilled herein. It is submitted that unlike normal monsoon rains, Cyclone Asna was a declared cyclonic event, not foreseeable in intensity, and post-event delays in agreements and logistics were inevitable. In the present case, the IMD report and other evidence establish that the rainfall and flooding in Bharuch District during the relevant period were unprecedented and far in excess of normal seasonal variations. The Respondent's characterization as "seasonal/normal" ignores this distinction and the Hon'ble Supreme Court's endorsement in BESCOM v. Hirehalli (supra) that natural calamities justify extensions where diligence is shown, as here, with the Applicant/Petitioner resuming activities immediately post-event.

6.66. It is submitted that the Applicant/Petitioner's project development activities, including land acquisition, site preparation, and preliminary civil works, were ongoing and were directly affected by the adverse weather. The sequence of regulatory approvals does not negate the fact that the project suffered delays due to force majeure events during the critical construction period.

6.67. The Respondent alleged that the crane accident lacks details or evidence, involved only minor damage, suggesting it does not qualify as un unforeseen event.

6.68. It is submitted that the Applicant/Petitioner in the main Petition, provided a detailed account of the crane accident, including the nature of the accident, the equipment involved, the sequence of events, and the immediate steps taken to mitigate the impact. The accident involved a common crane deployed for the erection of Wind Turbine Generators across multiple hybrid power projects in Bharuch District, including the instant project. The crane, while lifting critical WTG components, lost stability and toppled, causing substantial damage to essential components such as blades, hubs, and rotors. The Applicant/Petitioner has annexed the relevant Purchase Order dated 25.03.2025 for the replacement of the damaged equipment, as well as contemporaneous correspondence with the Original Equipment Manufacturer (OEM), Senvion, evidencing the procurement process and the necessity for replacement.

6.69. It is the contention of the Respondent that the accident was a result of the Applicant/Petitioner's commercial decision to use a common crane, and therefore not an uncontrollable event, is legally untenable.

6.70. It is submitted that the law recognizes that accidents occurring in the ordinary course of construction, which are not attributable to negligence or wilful default, constitute force majeure or unforeseen events, particularly when all reasonable safety measures were in place.

6.71. Overall, the cumulative delays qualify as force majeure under a broad interpretation suited to renewable energy contexts, as APTEL has consistently held in judgments promoting RE development (e.g., condoning delays for supply chain issues in ACME Heergarh, supra).

6.72. The Applicant/Petitioner's Commissioning of 5.935 MW (2.1 MW wind + 3.835 MW solar) out of 8.735 MW, despite these impediments, underscores its diligence and bona fide intent, militating against any inference of self-infliction. The Respondent's denials, devoid of counter-evidence, fail to displace the Applicant/Petitioner's substantiated claims, warranting the grant of the prayed extension.

6.73. It is the contention of the Respondent that there can be no general consideration of promotion of renewable energy is contrary to the express mandate of Section 86(1) (e) of the Electricity Act, 2003, which casts a statutory duty on the State Commission to promote generation of electricity from renewable sources.

6.74. It is settled principle of law that the Hon'ble Supreme Court in Hindustan Zinc Ltd. v. Rajasthan Electricity Regulatory Commission, (2015) 12 SCC 611, has held that the regulatory commissions are required to balance the interests of all stakeholders and to promote the objectives of the Electricity Act, including the promotion of renewable energy.

6.75. The Respondent alleges that the Applicant/Petitioner has failed to disclose complete facts, particularly the sharing arrangement with KPI Green Energy Limited for the evacuation infrastructure and the precise date of evacuation line charging (claiming 28.10.2024 as opposed to the Applicant/Petitioner's stated date of 24.10.2024). This allegation is vehemently denied as being baseless, frivolous, and an afterthought designed to obfuscate the substantive merits of the Petition. The Applicant/Petitioner has, at every stage, acted with utmost candour and transparency, placing all relevant facts, documents, and communications before the Commission.

6.76. It is submitted that the Petition comprehensively delineates all material facts pertinent to the dispute, including the connectivity grants, project details, and the sequence of events leading to the delays. The sharing agreement with KPI Green Energy Limited, dated 21.08.2024, wherein KPI acted as the lead generator for constructing the evacuation line, is an ancillary document to the Petition and does not alter the core issues of unforeseen delays and the entitlement to extension under the Connectivity Procedure and Tariff Order.

6.77. In regard to the minor discrepancy in the evacuation line charging date (24.10.2024 as per the Applicant/Petitioner's records versus 28.10.2024 as claimed by GETCO), it is submitted that this is an immaterial variance arising from administrative recording differences and does not impact the substantive timeline calculations under Clause 10.2(C) of the Connectivity Procedure, which commences from the charging date irrespective of the exact day within the month. The Applicant/Petitioner relies on its internal records and communications of the Petition, which confirms the effective charging on 24.10.2024. Even assuming argued the Respondent's date, the 4-day difference does not prejudice GETCO or alter the Applicant/Petitioner's entitlement to the 2-year commissioning window post-charging. Thus, the Applicant/Petitioner's disclosures are full, transparent, and sufficient, rendering the Respondent's allegation meritless.

6.78. It is submitted that the Applicant/Petitioner has made substantial investments and incurred significant expenditure in reliance on the representations and approvals granted by the Respondent and the regulatory authorities. Any retrospective alteration of the commissioning timelines or conditions, or any action by the Respondent to revoke connectivity or encash the Bank Guarantees, would result in grave prejudice and irreparable loss to the Applicant/Petitioner. The Applicant/Petitioner has acted in good faith, with legitimate expectation that the regulatory regime and the approvals granted would be honoured in letter and spirit. The Applicant/Petitioner's investments, contractual commitments, and project execution have all been structured in reliance on the regulatory framework and the Respondent's approvals, and any deviation therefrom would be manifestly unjust.

6.79. The principle of proportionality, as enshrined in Tata Cellular v. Union of India, (1994) .6 SCC 651, mandates that regulatory action must be in commensurate with the gravity of the default and the surrounding circumstances. In the present case, the Applicant/Petitioner has commissioned a substantial part of the project, has suffered delays solely due to bona fide and uncontrollable events, and has always acted with due diligence and transparency.

6.80. The invocation of extreme measures, such as encashment of Bank Guarantees or cancellation of connectivity, in the absence of any wilful default or mala fide conduct, would be wholly disproportionate and contrary to the settled principles of administrative law.

6.81. Further, the principle of promissory estoppel, as recognized in Motilal Padampat Sugar Mills Co. Ltd. v. State of Uttar Pradesh, (1979) 2 SCC 409, applies to the facts of the present case. The Respondent, having made representations and granted approvals to the Applicant/Petitioner, is estopped from resiling from such representations or from taking coercive action contrary to the legitimate expectations created thereby. The Applicant/Petitioner has altered its position, made investments, and undertaken project execution in reliance on the Respondent's representations and the regulatory framework. Further, the Hon'ble Supreme Court, in M.P. Power Management Co. Ltd. v. Renew Clear Energy Pvt. Ltd., (2018) 6 SCC 151, has held that where substantial investment is made and project progress is evident, delay should not defeat commissioning. The Applicant/Petitioner has made significant financial and infrastructural investments. To deny extension would cause irreparable loss and defeat the objective of encouraging renewable power generation under public policy.

6.82. The doctrine of legitimate expectation as stated in Navjyoti Co-op. Group Housing Society v. Union of India, (1992) 4 SCC 477 applies in favour of the Applicant/Petitioner, who has acted in reliance on the regulatory framework and the representations of the authorities and is entitled to a fair and reasonable opportunity to complete the project in the face of unforeseen events.

6.83. The extension of timelines sought by the Applicant/Petitioner is reasonable, bona fide, and necessitated by circumstances wholly beyond its control. The Applicant/Petitioner has demonstrated, through cogent evidence and detailed submissions, that the delays were caused by regulatory uncertainty, natural calamities, and unforeseen accidents, none of which are attributable to any default or negligence on its part. The relief sought is in the larger public interest of promoting renewable energy, ensuring energy security, and upholding the integrity of the regulatory process.

6.84. The denial of extension of timelines would not only prejudice the Applicant/Petitioner but would also adversely affect the achievement of renewable energy targets and the fulfilment of national commitments.

6.85. The Respondent's contention that the Applicant/Petitioner's revision of project capacity was a matter of choice and not a ground for extension is misconceived. The revision was necessitated by technical and regulatory requirements and was duly communicated and approved by the authorities. The delay in commissioning was not caused by the revision but by the unforeseen events detailed above.

6.86. The Respondent summarily denies the Applicant/Petitioner's entitlement to interim relief under the Application, without substantively addressing the prima facie case, balance of convenience, or irreparable harm articulated in the Petition.

6.87. It is submitted that a strong prima facie case exists in favor of the Applicant/Petitioner, the balance of convenience tilts decisively towards granting the stay, and denial thereof would cause irreparable harm, thereby justifying the maintenance of status quo pending final adjudication.

6.88. The Applicant/Petitioner has established a prima-facie case through uncontroverted evidence of unforeseen events: lack of banking clarity, Cyclone Asna, heavy rainfall, and crane accident, warranting extension of the commissioning timeline under Clause 10.2 (C) of the Connectivity Procedure. As detailed supra, the Respondent's restrictive interpretation of timelines is untenable, and the Applicant/Petitioner's partial installation of 4.9 MW underscores its bona fide intent.

6.89. The balance of convenience overwhelmingly favours the Applicant/Petitioner, as denial of interim relief would expose it to immediate coercive actions, including revocation of connectivity (granted vide letters dated 30.07.2024) and encashment of Bank Guarantees aggregating Rs. 49,00,000/-(Expiry date is 31.03.2026 and claim expiry date is 31.03.20227), potentially rendering the Project unviable and stranding investments in renewable infrastructure. Conversely, granting *status quo* imposes no prejudice on GETCO, a public utility, as it remains secured by the BGs (which the Applicant/Petitioner is willing to extend), and the extension aligns with public interest in promoting renewable energy under Section 86(1) (e) of the Electricity Act. Irreparable harm would ensue if interim relief is withheld, as connectivity revocation would halt the Project's operationalization, leading to financial losses (including debt service obligations to lenders funded by public monies) and underutilization of 8.735 MW renewable capacity, contrary to national clean energy goals. GETCO's threats, vide its letter dated 13.06.2025 invoking Clause 10.2(B) of the Connectivity Procedure for revocation and BG encashment, exacerbate this harm and justify immediate protection.

The Hon'ble Supreme Court in Dorab Cawasji Warden v. Coomi Sorab Warden, (1990) 2 SCC 117, has elucidated that irreparable injury includes situations where monetary compensation cannot restore the status quo ante, as here, where Project disruption would cause irreversible setbacks. Thus, the triple test for interim relief is satisfied, and status quo must be maintained to prevent grave injustice pending final disposal.

7. The Applicant/Petitioner has filed its Written submission vide affidavit dated 01.11.2025 and 13.03.2026 and has reiterated the facts mentioned in above para and further submitted as under:

7.1. It is submitted that the Applicant/Petitioner has achieved substantial progress and the latest status of the project is as under:

(i) With respect to the solar component, comprising a total of 3.835 MW:

a. 1.925 MW solar has been successfully commissioned on 01.08.2025 and the Commissioning certificate has been duly issued by Gujarat Energy Development Agency.

b. The balance solar capacity comprising of 1.91 MW has been fully installed (100% installed) and ready for charging/ commissioning.

(ii) With respect to the wind component, comprising of 4.9 MW (two WTGs of 2.1 MW and 2.8 MW) have been installed.

a. One WTG comprising of 2.1 MW wind has been successfully commissioned on 01.08.2025 and the commissioning certificate has been issued by GEDA.

b. The installation/ erection of the second WTG comprising of 2.8 MW is anticipated to be completed by 31.03.2026. The delay in erection is attributable to a road accident that resulted in damage to the blade, which constitutes an unforeseen and uncontrollable event beyond the reasonable control of the Petitioner.

c. The meter installation of the second WTG is scheduled to be undertaken by 07.04.2026.

(iii) The commissioning of the Project by the Gujarat Energy Development Agency (GEDA) is anticipated to occur within 20 days following the completion of meter installation for the second WTG.

(iv) Accordingly, the full commissioning of the Project is expected to be achieved by end-April 2026.

7.2. It is submitted that the delay in completing the erection of the second WTG (WTG of 2.8 MW) is attributable to an unforeseen accident involving a crane deployed for lifting and installing WTG components, including blades, hubs, and rotors. The accident resulted in the crane toppling and causing substantial damage to critical WTG components. This incident was beyond the reasonable control of the Applicant/Petitioner and qualifies as a force majeure event, as it could not have been anticipated or prevented despite due diligence.

7.3. That immediately upon the occurrence of the accident, the Applicant/Petitioner took prompt mitigatory steps to minimize the impact on the Project timeline. Negotiations were initiated with the Original Equipment Manufacturer (OEM), Senvion, to procure replacement components. A revised Purchase Order was placed with Senvion on 25.03.2025 for the damaged blades, hubs, and rotors.

7.4. That the replacement components were delivered to the Project site on 10.01.2026 enabling the resumption of erection activities without further delay.

7.5. In the interim period, pending delivery of the replacement WTG, the Petitioner diligently undertook parallel activities, including repairs to the existing damaged blades, to advance the project to the extent possible.

7.6. The Petitioner has exercised utmost diligence in addressing the unforeseen circumstances arising from the road accident. The prompt placement of the revised purchase Order with Suzlon, subsequent delivery of the replacement WTG on 10.01.2026 and concurrent repair works on the existing blades demonstrate the Petitioner's proactive commitment to expediting the project notwithstanding the uncontrollable delay.

7.7. The erection of the second WTG is now progressing as per schedule, with completion anticipated by end- March 2026. The expected full commissioning of the project capacity is by end- April 2026.

7.8. The remaining works are minimal, time-bound, and directly linked to the force majeure events. The Applicant/Petitioner has invested substantial capital and has complied with all other procedural and regulatory requirements.

8. The matter was heard on 29.07.2025, 04.10.2025, 08.10.2025, 26.02.2026.

9. Ld. Adv. appearing for the Applicant/Petitioner has reiterated the submissions mentioned in above para and further argued as under:

9.1. He submitted that the Applicant/Petitioner is developing a Wind – Solar Hybrid Power Project of 8.735 MW having (4.9 MW Wind capacity and 3.835 MW Solar capacity) and the Respondent agreed to provide the connection of 8.735 MW (consisting of 4.9 MW wind capacity) hybrid power project of Applicant/Petitioner to the transmission system of GETCO at the interconnection point at 66kV level for captive of 220 kV

Vagra Substation and to the Applicant/Petitioner using transmission system of Respondent GETCO to transmit electricity from the power project. The evacuation line was charged on 24.10.2024 and as per the "Grant of Connectivity to projects based on Renewable Sources to Intra-State Transmission System" dated 07.01.2023, the Applicant/Petitioner is required to commission at least 10% of the allocated capacity within one month of charging of evacuation line and the balance 90 % capacity is required to be commissioned within 2 years of charging of evacuation line i.e. 23.10.2026. It is submitted that on 13.06.2025, GETCO unilaterally demanded full commissioning by 29.07.2025 and threatened revocation of connectivity and encashment of Bank Guarantee.

9.2. He further submitted that the present Petition has been filed seeking directions for extension of time period for commissioning of the project capacity allocated due to occurrence of unforeseen and uncontrollable events which are (a) Lack of clarity on banking issues (b)Delay due to impact by Cyclonic Storm 'Asna' (c) Delay due to heavy rainfall (d) Delay due to crane accident.

9.3. He further argued that the Applicant/Petitioner has achieved substantial progress in the execution of the Project and has acted with utmost diligence. He submitted that, as per the latest status of the Project, the solar component, aggregating to a total installed capacity of 3.835 MW, includes 1.925 MW which has already been successfully commissioned on 01.08.2025, for which the commissioning certificate has been duly issued by the Gujarat Energy Development Agency (GEDA). The balance solar capacity of 1.91 MW has been fully installed and is presently ready for charging and commissioning. With respect to the wind component, comprising a total capacity of 4.9 MW (consisting of two WTGs of 2.1 MW and 2.8 MW), one WTG of 2.1 MW has already been successfully commissioned on 01.08.2025, and the corresponding commissioning certificate has been issued by GEDA. The erection and installation of the second WTG of 2.8 MW is expected to be completed by 31.03.2026. The delay in erection of the said WTG is attributable to a road accident resulting in damage to the blade, which constitutes an unforeseen and uncontrollable event beyond the reasonable control of the Petitioner. The installation of the meter for the second WTG is scheduled to be completed by 07.04.2026. It was further submitted that the commissioning of the Project by GEDA is expected to take place within 20 days from the completion of meter installation of the second WTG. Accordingly, the Petitioner anticipates achieving full commissioning of the Project by the end of April 2026.

10. Ld. Adv. appearing on behalf of the Respondent has reiterated the submissions mentioned in above para and further argued as under:

10.1. He submitted that the present Petition is misconceived and liable to be rejected as the Applicant/Petitioner has failed to disclose complete and material facts regarding the commissioning of its 8.735 MW Solar–Wind Hybrid Project. It was argued that although Stage-II connectivity was granted after the Order dated 22.02.2024, the Applicant/Petitioner has not established actual commissioning through requisite GEDA certification and, therefore, the entire capacity must be treated as uncommissioned upon expiry of the prescribed timelines. The Respondent contended that, in terms of the Tariff Order dated 22.02.2024 read with the Detailed Procedure approved on 07.01.2023, the applicable commissioning period is 12 months from the respective dates of connectivity, and any uncommissioned capacity stands automatically revoked with consequential encashment of the Bank Guarantee. It was further submitted that the Applicant/Petitioner's reliance on the earlier 2018 Policy and interpretation of a two-year timeline is erroneous, as the Detailed Procedure itself mandates adherence to the timelines specified in subsequent Tariff Orders, which prevail being specific and later in time. The Respondent emphasized that GETCO has merely implemented the

Commission's Orders without deviation and possesses no authority to grant extensions, which, if at all permissible, can only be granted by the Commission upon appropriate application. Allegations against GETCO were denied as baseless, and it was asserted that inherent powers under the Conduct of Business Regulations are procedural in nature and cannot be invoked to alter substantive rights or extend timelines explicitly governed by the Tariff Order. Accordingly, the Respondent urged that the Commission may uphold the applicability of the Tariff Order timelines, deny the reliefs sought by the Applicant/Petitioner, and clarify the position to ensure uniformity in similar cases

10.2. He submitted that the burden of proof for the claim of the Applicant/Petitioner lies on the Applicant/Petitioner and the Applicant/Petitioner is required to substantiate its claim and the Commission may verify the same. If there was any default or imprudence on part of the Applicant/Petitioner, the Applicant/Petitioner cannot be allowed extension.

Commission Analysis:

11. Heard the parties. The present Petition has been filed by the Applicant/Petitioner seeking an extension of six months from the date of pronouncement of this Order by the Commission for commissioning of the

entire project capacity of 8.735 MW Hybrid Project, on account of delays allegedly caused by unforeseen events beyond the control of the Applicant/Petitioner. The Applicant/Petitioner has also prayed for a direction to the Respondent not to revoke the connectivity or encash the Bank Guarantee till the pronouncement of this Order.

11.1. We note that the Procedure for Grant of Connectivity, 2023 provides timelines for completion of evacuation infrastructure and commissioning of generation capacity in two stages. It further stipulates penalties in case of delay in completion of both the evacuation infrastructure and commissioning of the generation capacity. The relevant provisions of the Procedure for Grant of Connectivity, 2023 are reproduced hereunder:

"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"

11.2. We further note that Tariff Order No. 1 of 2024 dated 22.02.2024 for Hybrid Projects stipulates the timeline for commissioning of the entire evacuation infrastructure, including the evacuation line, bays, and metering system. The relevant extract of the said Order is reproduced hereunder:

"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.

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*
>400 MW to 1000 MW	*24 months from the date of allotment of transmission capacity*

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.*

11.3. We note that GETCO had filed Petition No. 2490 of 2025, along with an Application seeking amendment with regard to the timelines, *inter alia*, as stipulated under the Hybrid Tariff Order No. 1 of 2024 dated 22.02.2024. It is further noted that the Commission, vide its Order dated 21.01.2026 in Petition No. 2490 of 2025, has decided as under:

"……

22. Based on the foregoing, the Commission decides to grant modification in the timelines for completion of evacuation systems and associated RE generation capacity and also to remove ambiguity related to commissioning of renewable energy projects. The Commission is of the view that allowing such modification in timelines and removal of ambiguity would strike an appropriate balance between renewable energy facilitation and regulatory oversight, without diluting the objective of ensuring expeditious implementation RE projects.

22.1 Accordingly, we decide to substitute the para 2.12.3 and 3.9 of the Order No. 01 of 2024 dated 22.02.2024 with following paragraphs :

" 2.12.3 Analysis and Commission's Ruling

....

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.

Sr. No.	*RE capacity in MW*	*Period for commissioning the entire evacuation line along with bays and metering system*
1.	*1MW to 100 MW*	*1.5 years from the date of allotment of transmission capacity*
2.	*>100 MW to 200 MW*	*2 years from the date of allotment of transmission capacity*
3.	*>200 MW to 400 MW*	*2.5 years from the date of allotment of transmission capacity*
4.	*>400 MW to 1000 MW*	*3.5 years from the date of allotment of transmission capacity*

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 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 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."

…………

"3.9 Security Deposit

The Hybrid Power Project Developer shall be required to provide Bank Guarantee @ Rs. 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.

Sr. No.	***RE capacity in MW***	***Period for commissioning the entire evacuation line along with bays and metering system***
1.	*1MW to 100 MW*	*1.5 years from the date of allotment of transmission capacity*
2.	*>100 MW to 200 MW*	*2 years from the date of allotment of transmission capacity*
3.	*>200 MW to 400 MW*	*2.5 years from the date of allotment of transmission capacity*
4.	*>400 MW to 1000 MW*	*3.5 years from the date of allotment of transmission capacity*

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 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 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 other terms and conditions of the Order No. 01 of 2024 dated 22.02.2024 shall remain unchanged.

22.2. It is further clarified that the actions already concluded by

GETCO/DISCOM under the Clauses 2.12.3 and 3.9 of Order No. 01 of 2024, including cancellation of connectivity or encashment of bank guarantees etc. shall not be reopened.

22.3. It is clarified that the decision of the Commission in the present Order shall not reopen any cases or petitions already decided by the Commission in the subject matter on case-to-case basis prior to issuance of this Order.

22.4. It is clarified that the RE project developers who have been granted connectivity prior to the date of this Order and are under various stage of implementation and yet to be commissioned, shall be governed by this Order. …..”

11.4. We note that the Applicant/Petitioner has contended that the GERC Procedure for grant of Connectivity dated 07.01.2023 and the Tariff Order No. 1 of 2024 dated 22.02.2024 provides for 2 years and 1 year respectively for commissioning of the plant post charging of the evacuation line. Further it is contended that it is not possible for the Applicant/Petitioner to commission the entire capacity within 4 months from the date of charging of evacuation line i.e. till 29.07.2025.

11.5. Per contra the Respondent has submitted that in terms of the Order dated 22.02.2024, in the present case time to be considered is 12 months from 30.07.2024. To the extent of capacity not commissioned, the Applicant/Petitioner shall have no claim. The contention of the Applicant/Petitioner for two years therefore based on the Detailed Procedure does not consider the fact that the Detailed Procedure specifically refers to the timelines to be as per Tariff Orders. The reference to generic order versus special order may not apply when the Detailed Procedure itself refers to timelines as per Tariff Orders which are also subsequent. Further, in fact, Detailed Procedure is general for all RE whereas Tariff Order is for hybrid projects. The aspect of commissioning of project capacity is common to both and therefore tariff order being subsequent order has been applied.

11.6. We note that the contention of the Applicant/Petitioner seeking a two-year timeline based on the Detailed Procedure is found to be untenable, inasmuch as the Detailed Procedure itself expressly provides that the applicable timelines shall be in accordance with the Tariff Orders. The distinction sought to be drawn between a general order and a special order is misconceived in the present context, particularly when the Detailed Procedure defers to the timelines prescribed under the Tariff Orders, which are subsequent and specifically applicable. Moreover, while the Detailed Procedure is generic in nature and applicable to all RE projects, the Tariff Order and amendment therein, being specific to hybrid projects, would prevail. Therefore, the timelines prescribed under the Order dated 21.01.2026 in Petition No. 2490 of 2025 effecting the amendments to Tariff Order No. 1 of 2024 dated 22.02.2024 shall be applicable and binding in the present case.

12. Now we deal with the undisputed facts between the parties which are as under:

12.1. We note that the Applicant/Petitioner is developing a Wind-Solar power project of 8.735 MW (4.9 MW Wind Capacity + 3.835 MW (AC) Solar Capacity located at Taluka: Vagra, District: Bharuch.

12.2. On 03.05.2024, the Applicant/Petitioner applied for Stage-I connectivity for evacuation of 14.60 MW hybrid power at GETCO 220 kV Vagra Substation, along with submission of a Bank Guarantee of INR 49,00,000/- (Rupees- Forty-Nine Lakhs) valid up to 31.03.2026 with claim period up to 31.03.2027. Further, on 19.06.2024 the Applicant/Petitioner applied for Stage-II connectivity for evacuation of 4.9 MW hybrid Power at GETCO 220 kV Vagra substation.

12.3. On 01.07.2024, GETCO intimated approval to the Petitioner for Stage-I connectivity for evacuation of 14.60 MW Hybrid Power at 220 kV Vagra Substation of GETCO on 66 kV level for captive use.

12.4. On 30.07.2024, GETCO intimated approval to the Petitioner for Stage-II grid Connectivity for evacuation of 4.9 MW Hybrid Power at 220 kV Vagra substation of GETCO.

12.5. On 09.08.2024, GETCO issued provisional estimates for supervision charges for erection of 66 kV metering 4.9 MW wind capacity out of total 8.735 MW hybrid capacity at 220 kV Vagra substation, which were paid on 22.08.2024.

12.6. Further, the Connectivity Agreements between the Applicant/Petitioner and the Respondent for 4.90 MW were executed on 21.08.2024.

13. Based on the submission of the parties, the following issues arise for consideration of the Commission:

13.1. Whether the delay in commissioning of the Project on account of the following events qualifies as force majeure or as unforeseen events beyond the control of the Applicant/Petitioner:

(a) Delay caused due to lack of clarity regarding banking facility

(b) Delay caused due to impact by Cyclonic Storm 'Asna' and heavy rainfall

(c) Delay caused due to crane accident.

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

15. Delay due to lack of clarity regarding banking facility.

15.1. The Applicant/Petitioner submitted that the Commission has notified the GERC (Terms and Conditions for Green Energy Open Access) Regulations, 2024 on 21.02.2024, wherein Regulation 17 provides for banking of energy, stipulating a minimum of 30% of total consumption. However, the said provision was interpreted by authorities in Gujarat to permit banking only for energy exceeding 30% of consumption, which created significant uncertainty and a regulatory vacuum. In the absence of clarity, stakeholders, including the Applicant/Petitioner, were constrained from proceeding with investments and project development. The Ministry of Power issued a clarification on 21.08.2024 regarding the banking provisions, which was subsequently adopted by GUVNL vide its clarification dated 31.08.2024, thereby resolving the ambiguity. It is submitted that until 31.08.2024, the Applicant/Petitioner's ability to progress the project was severely impacted due to the prevailing uncertainty, and the Applicant/Petitioner could proceed with investments only after the said clarification. Accordingly, no delay can be attributed to the Applicant/Petitioner for the period prior to 31.08.2024. Therefore, the Petitioner has sought extension of 32 days i.e. from 30.07.2024 to 31.08.2024 on account of delay due to uncertainty in banking Regulation.

15.2. Per contra the Respondent submitted that the Applicant/Petitioner has alleged issues relating to banking and regulatory uncertainty but has failed to provide any particulars or evidence demonstrating how the project was adversely affected. On the contrary, the Applicant/Petitioner continued to actively pursue the project, including obtaining provisional approval from GEDA on 28.06.2024 and stage-II connectivity for 4.9 MW from GETCO on 30.07.2024, along with making requisite payments and executing agreements. The claim that investments were at a standstill is therefore incorrect and unsupported by the record. Further, having proceeded with connectivity prior to and even after the alleged clarification, the Applicant/Petitioner cannot now rely on alleged uncertainty to seek extension of time. No unforeseen circumstances have been established. The Applicant/Petitioner has neither reduced the project capacity nor demonstrated any actual impact on implementation, and its claim of partial readiness for commissioning further undermines the contention that the remaining capacity could not be completed within the stipulated timeline.

15.3. We note that the Commission has issued GERC (Terms and Conditions for Green Energy Open Access) Regulations, 2024, on 21.02.2024. The relevant provisions of the said regulation is reproduced below:

"17. Energy Banking facility and Charges,

Energy Settlement and Open Access Charges, Payment Security Mechanism and Relinquishment of Open Access Rights for Green Energy Open Access:

17.6. Banking facility and charges.

(vi) The permitted quantum of banked energy by the green energy open access consumers shall be at least 30% of total consumption of electricity from the distribution licensee by the consumers during the billing period."

The aforesaid regulation provides that the permitted quantum of banked energy by the green energy open access consumers shall be at least 30% of total consumption of electricity from the distribution licensee by the consumers during the billing period.

15.4. We note that Regulation 17 of the said Regulations provides for the banking facility and applicable charges. It stipulates that the banking facility shall be permitted to consumers availing green energy open access and that the permissible quantum of banked energy shall be at least 30%

of the total electricity consumption from the distribution licensee during the billing period.

15.5. We have considered the contention of the Applicant/Petitioner regarding the alleged regulatory vacuum/lack of clarity in respect of the banking facility during the period from 30.07.2024 to 31.08.2024. In this regard, we note that the Applicant/Petitioner had applied for connectivity and evacuation of power from its 8.735 MW (4.9 MW wind and 3.835 MW solar) wind-solar hybrid power project.

15.6. We note that the Applicant/Petitioner applied for Stage-I connectivity on 03.05.2024 for capacities of 14.60 MW, at the GETCO 220 kV Vagra Substation, along with submission of the requisite Bank Guarantees. The Applicant/Petitioner also applied for Stage-II connectivity on 19.06.2024 for the for capacities of 4.90 MW. GETCO granted Stage-I connectivity approval for 14.90 MW on 01.07.2024 and Stage-II connectivity approval on 30.07.2024 for the capacity of 4.90 MW. Provisional estimates for supervision charges were issued on 09.08.2024, which were duly paid on 22.08.2024. The Connectivity Agreements between the Petitioner and the Respondent were executed on 21.08.2024, and charging permission was granted on 24.10.2024.

15.7. The aforesaid facts clearly demonstrate that the claim of the Applicant/Petitioner that a regulatory vacuum on banking aspects until 31.08.2024 affected the execution of the generation capacity is neither tenable nor valid because it is an admitted position that connectivity for 4.90 MW was granted on 30.07.2024, i.e., prior to the clarification issued by GUVNL dated 31.08.2024. We note that if there was regulatory vacuum, then why the Petitioner proceeded to seek connectivity at such time. Further, there is no justification for the delay in commissioning the 4.90 MW project on account of any alleged pendency regarding banking clarification, nor is there any explanation as to why the said capacity was not commissioned within the stipulated time. We further note that the Applicant/Petitioner has failed to specify or substantiate how the issue of banking adversely affected its power project. No material particulars or evidence have been placed on record to demonstrate the alleged impact. The claim that the investment remained at a standstill is also untenable, as the said claim is not supported by any cogent evidence or contemporaneous documentation. It is further observed that provisional estimates for supervision charges for 4.90 MW was issued on 09.08.2024, and was duly paid on 22.08.2024 and the Connectivity Agreements between the Applicant/Petitioner and the Respondent for 4.90 was executed on 21.08.2024. Thus, prior to above date the claim of the Applicant/Petitioner that regulatory vacuum on banking aspects affected the Applicant/Petitioner to create necessary generation capacity is not correct and valid. We further note that while the Petitioner claims readiness for commissioning of a part of the capacity, no cogent reasons or justification have been furnished to explain why the balance capacity is not ready for commissioning. In view of the above, the contention that the regulatory vacuum on banking aspects affected the project is devoid of merit and is hereby rejected.

15.8. We also note that the Applicant/Petitioner has neither approached the Commission seeking clarification regarding the banking provisions nor placed any material on record to demonstrate that the absence of such clarification adversely impacted the Applicant/Petitioner project.

15.9. Considering the above, we are of the view that the claim of the Applicant/Petitioner that lack of clarity regarding permissible banking capacity under the green energy open access framework affected the development of the necessary generation capacity is unsubstantiated and unsupported by documentary evidence, and therefore cannot be considered as a valid ground for grant of extension.

16. Now we deal with the delay due to impact by Cyclonic Storm "Asna" and heavy rainfall.

16.1. The Applicant/Petitioner submitted that the commissioning of the project was severely disrupted due to the impact of Cyclonic Storm "Asna" during the period 25.08.2024 to 02.09.2024, which affected the Gujarat region, including Bharuch District where the project is located. It is submitted that the said event, as confirmed by the IMD, resulted in heavy to extremely heavy rainfall, high wind speeds, flooding, and widespread damage to infrastructure, including roads, electrical lines, and substations, thereby creating hazardous conditions and disrupting power supply. The Applicant/Petitioner further submits that, due to the cyclone, construction activities were rendered impracticable, with severe disruptions to logistics, inaccessibility of the project site, damage to infrastructure, and safety risks to personnel, necessitating suspension of work. Essential materials and equipment could not be transported, and critical activities such as installation and erection works were halted. The Applicant/Petitioner contends that the said event was unforeseen and beyond its control and prevented timely project execution.

16.2. The Applicant/Petitioner further submitted that the project was delayed due to unprecedented rainfall and flooding during the southwest monsoon season up to 09.10.2024, particularly affecting Bharuch District. Relying on IMD reports, it is contended that Gujarat received 1055.5 mm rainfall in 2024, which is 48% above normal, with Bharuch experiencing large excess rainfall. The intense weather conditions, including those linked to Cyclonic Storm "Asna," caused severe flooding, rendering the project site inaccessible and unsafe, thereby halting construction activities. It is further submitted that flooding disrupted transportation and logistics, prevented delivery and unloading of equipment, and led to suspension of civil and erection works due to waterlogging. The Applicant/Petitioner contends that such extreme weather conditions constitute a force majeure event beyond its control. In this regard, reliance is placed on the judgment of *Maharashtra State Power Generation Co. Ltd. v. MERC* (Appeal No. 72 of 2010, judgment dated 27.04.2011), to submit that natural calamities such as unprecedented rainfall and flooding are recognized as force majeure events. Therefore, the Petitioner has sought extension of 8 days i.e. from 25.08.2024 to 02.09.2024 on account of delay due to impact by Cyclone storm 'Asna' and 36 days i.e. from 03.09.2024 to 09.10.2024 on account of delay due to heavy rainfall.

16.3. Per contra, the Respondent contended that the Applicant/Petitioner's reliance on Cyclonic Storm "Asna" for the period from 25.08.2024 to

02.09.2024 is misconceived, as the said period precedes the execution of the Connectivity Agreement and closely follows the grant of Stage-II Connectivity on 30.07.2024, when no substantial project activity is shown to have commenced. Further, although the Applicant/Petitioner has alleged continued disruption due to heavy rainfall from 03.09.2024 to 09.10.2024, no documentary evidence has been produced on record for this period. Even the material relied upon refers to only from 23.08.2024 to 30.08.2024 and does not establish any unprecedented weather conditions. It is further submitted that the Applicant/Petitioner has failed to demonstrate any actual impact on the project. No evidence has been produced regarding delay in procurement, disruption in logistics, damage to infrastructure, or inaccessibility to the site. On the contrary, the evacuation system is stated to have been completed by October 2024, which undermines the claim that weather events hindered project execution. The Applicant/Petitioner has not furnished any purchase orders, contractor correspondence, or credible proof of disruption, and the photographs relied upon are unauthenticated and lack evidentiary value. In this regard, reliance is placed on the judgment of the Hon'ble Appellate Tribunal for Electricity in *Power Grid Corporation of India Ltd. vs. Central Electricity Regulatory Commission & Ors.* (Appeal No. 281 of 2014, judgment dated 13.08.2015), wherein it has been held that mere photographs or general allegations of heavy rainfall are insufficient to establish force majeure in the absence of cogent evidence. Accordingly, the claims of the Applicant/Petitioner are unsubstantiated and do not merit any relief

16.4. We have considered the submissions of the Applicant/Petitioner that Cyclonic Storm "Asna," occurring during the period 25.08.2024 to 02.09.2024, was an unforeseeable and unavoidable event which allegedly disrupted the execution of the project. The Applicant/Petitioner has contended that, on account of the said cyclone, it faced (i) severe disruption to logistics, (ii) damage to construction and electrical infrastructure, (iii) safety concerns and hazardous working conditions, and (iv) inaccessibility of the project site, thereby impeding timely commissioning of the project. The Applicant/Petitioner has further contended that the impact of the cyclone constitutes a Force Majeure event, thereby excusing the delay in commissioning the remaining project capacity within the stipulated timeframe, as the extent of the natural event could neither have been reasonably anticipated nor mitigated.

16.5. We have also examined the submissions of the Respondent, who has contested the above claims on the ground that the Applicant/Petitioner has failed to demonstrate any nexus between the alleged cyclone and the delay in execution of the project. It is observed that Stage-II Connectivity was granted to the Applicant/Petitioner on 30.07.2024, whereas the alleged cyclone period was from 25.08.2024 to 02.09.2024. Further, it is an admitted position that the development permission from GEDA, including finalization of project locations, was obtained only on 10.02.2025.

16.6. We further observe that the Applicant/Petitioner has not placed on record any cogent and credible documentary evidence to substantiate its claims of disruption. There is no material to demonstrate actual damage to infrastructure, delay in supply of equipment, cancellation or deferment of work orders, or any communication from contractors, suppliers, or logistics providers indicating disruption due to the alleged cyclone. The Applicant/Petitioner has also not produced any site records, progress reports, or contemporaneous correspondence evidencing that the project site was rendered inaccessible or that construction activities were halted on account of adverse weather conditions. In the absence of such evidence, the claims remain general and unsubstantiated. It is a settled principle that the burden of proof lies on the party asserting Force Majeure, and such claims must be established through specific and verifiable material demonstrating direct impact on project execution.

16.7. With regard to the Applicant/Petitioner's claim of heavy rainfall during the period from 03.09.2024 to 09.10.2024, we note that the documents placed on record by the Applicant/Petitioner refer only to the period from 23.08.2024 to 30.08.2024. No documentary evidence has been furnished to substantiate the alleged impact during September–October 2024. Further, the photographs relied upon by the Applicant/Petitioner are neither authenticated nor supported by any certification as to their date, location, or relevance to the project site. In the absence of such foundational details, the photographs cannot be treated as reliable or admissible evidence. Even otherwise, the said photographs do not demonstrate any specific or extraordinary impact of cyclone or rainfall on the project infrastructure or activities.

16.8. In view of the above, we are of the considered opinion that the Applicant/Petitioner has failed to establish that the alleged cyclone or heavy rainfall constituted a Force Majeure event having a direct and demonstrable impact on the execution of the project. The claims are general in nature, unsupported by contemporaneous evidence, and do not satisfy the threshold required for grant of extension on such grounds.

Accordingly, the extension sought by the Applicant/Petitioner on account of Cyclonic Storm "Asna" and alleged heavy rainfall is devoid of merit and is hereby rejected.

17. Now we deal with the issue related to the delay caused due to Crane accident.

17.1. The Applicant/Petitioner submitted that the commissioning of the Project was delayed due to an unforeseen accident involving a common crane deployed across multiple hybrid power projects in Bharuch District. While handling and transporting critical WTG components such as blades, hubs, and rotors, the crane lost stability and toppled, causing substantial damage to essential equipment required for installation. This incident, which was beyond the Applicant/Petitioner's reasonable control, brought key project activities to a halt despite efforts to expedite execution through engagement of contractors. Following the accident, the Applicant/Petitioner promptly initiated steps to mitigate the impact by engaging with the Original Equipment Manufacturer and placing orders with Senvion for replacement of the damaged components. However, the time required for procurement and replacement of such specialized equipment, along with the disruption to related construction and evacuation works, led to further delay in the Project timeline. The

Applicant/Petitioner has submitted that the said accident constitutes an unforeseeable and uncontrollable event materially affecting project execution.

17.2. Per contra, the Respondent submitted that the Applicant/Petitioner's reliance on an alleged crane accident is wholly unsubstantiated, as no particulars, evidence, or supporting documentation have been provided. The claim is based merely on bare assertions, which cannot be accepted, especially when the burden lies on the Applicant/Petitioner to establish that the delay was due to unforeseeable and uncontrollable circumstances. It is further contended that the use of a common crane across multiple projects was a commercial decision of the Applicant/Petitioner, and any incident arising therefrom cannot automatically qualify as a force majeure event. In the absence of clarity on whether the accident resulted from negligence or lack of safety measures, the claim cannot be treated as beyond the Applicant/Petitioner's control. Additionally, the Respondent points out inconsistencies in the Applicant/Petitioner's submissions, noting that no such accident was mentioned in the letter dated 30.06.2025, where only minor damage and delay in replacement were cited. The purchase order for replacement was placed only on 01.03.2025, raising doubts regarding the genuineness and extent of the alleged incident. No details have been furnished regarding the date of accident, extent of damage, affected components, or mitigation steps taken. The claim of a five-month delay is therefore unjustified, particularly when part capacity (2.1 MW WTG) was admittedly ready, indicating that the entire project was not impacted.

17.3. We have carefully considered the submissions of the Applicant/Petitioner and the Respondent. The Applicant/Petitioner has sought to attribute the delay in commissioning of the generation capacity to an alleged crane accident, contending that the same constitutes an unforeseeable and uncontrollable event beyond its reasonable control. However, upon examination of the material placed on record, we find that the said claim is not supported by any cogent evidence or contemporaneous documentation.

17.4. It is an established principle that the burden to substantiate a claim of force majeure or any unforeseen event squarely lies upon the party invoking it. In the present case, the Applicant/Petitioner has failed to furnish essential particulars such as the exact date of the alleged accident, the nature and extent of damage caused, the specific components affected, and documentary proof evidencing the occurrence of such an incident. In the absence of such foundational details, the claim remains a mere assertion without evidentiary backing and cannot be accepted.

17.5. We further note that the Applicant/Petitioner, vide letter dated 30.06.2025 addressed to GETCO requesting an extension of time for completion of the RE Hybrid Project. The said letter dated 30.06.2025 is reproduced below.

"……

To, *Date: 30/06/2025*

The Chief Engineer (R&C)
Gujarat Energy Transmission Corporation Ltd (GETCO)
Sardar Patel Vidyut Bhavan,
Race Course, Vadodara- 390007.

Subject: *Request for Extension for Completion of RE Hybrid Project*
Ref: Letter No GETCO/0593/06/2025 Approved Date: 13/06/2025

Respected Sir,

As per your Letter No. GETCO/0593/06/2025 Approved Date: 13-06-2025, We, Bhathwari Technologies Pvt. Ltd. would like to inform you that we had applied for and were granted connectivity for a 4.9 MW Renewable Energy Hybrid Project by GETCO vide letter dated 31.07.2023 (Attached as Annexure-A), and the Connection Agreement was duly executed (Attached as Annexure-B).

We are pleased to share the following progress status of the project:

- *The power substation (PSS) and GETCO feeder bay have been successfully charged by KPI Green Energy Ltd. our lead Generator (Attached as Annexure-D).*
- *2.1 MW WTG) and the 3.85 MW AC solar plant have been fully installed and are ready for commissioning.*
- *The foundation & lattice assembly work for the 2nd WTG has also been completed.*

In addition, we have obtained all major statutory and regulatory approvals:

- *Developer permission from GEDA (Attached as Annexure-E)*

- *ABT meters installed for 1 WTG and the solar plant (Attached as Annexure- F).*
- *LTOA approval obtained for 2.1 MW Hybrid Project (Attached as Annexure-G).*
- *Wheeling Agreement has been executed for 2.1 MW Hybrid (Attached as Annexure-H).*

However, the erection and commissioning of the 2nd WTG has been delayed due to the following unavoidable circumstances:

1. *Unfavourable weather conditions during 2024 and 2025 monsoon, including two successive monsoon seasons post received connectivity approval.*
2. *Delay in receiving of replacement parts due to minor damage from the OEM.*

Despite these challenges, we have already completed more than 70% of the total project work. The remaining work, primarily erection and commissioning of the 2nd WTG, is expected to be completed immediately after the current monsoon season.
In light of the above, we humbly request your approval for a time extension of six (6) months for completion of all remaining activities and full commissioning of the project.
We remain committed to full compliance with regulatory requirements and assure you of our best efforts to expedite the remaining work.
Thank you for your continued support and consideration.

Yours faithfully,
For, Bhathwari Technologies Pvt. Ltd.

……."

From the bare perusal of the aforesaid letter it indicates that the delay was attributed, *inter alia,* to unfavourable weather conditions during 2024 and 2025 monsoon, including two successive monsoon seasons post received connectivity approval and Delay in receiving of replacement parts due to minor damage from the OEM.

17.6. We note that the aforesaid letter dated 30.06.2025 of the Appellant/Petitioner, which is contemporaneous with the alleged period of delay, makes no reference to any crane accident of such magnitude. On the contrary, it merely refers to minor damage and a delay in replacement Original Equipment Manufacturer (OEM). This omission casts serious doubt on the credibility and genuineness of the subsequent claim now sought to be advanced. We further observe that the purchase order for the replacement components was placed on 01.03.2025 but the Applicant/Petitioner has failed to furnish essential particulars such as the exact date of the alleged accident, the nature and extent of damage caused, the specific components affected, and documentary proof evidencing the occurrence of such an incident, the date on which the Petitioner received the material.

17.7. We note that the decision to deploy a common crane across multiple projects is a commercial and operational choice of the Applicant/Petitioner. Any risk arising from such deployment, including breakdown or accident, falls within the realm of business risk and cannot *ipso facto* be elevated to the status of a force majeure event. In the absence of evidence demonstrating that the incident was unavoidable despite adherence to due diligence, safety standards, and prudent industry practices, the same cannot be construed as being beyond the reasonable control of the Applicant/Petitioner.

17.8. We also note that the Project was not entirely impacted, as part capacity (2.1 MW WTG) was admittedly ready. This indicates that the delay was not of such a pervasive nature as to halt the entire Project execution. The claim of a blanket delay of five months, therefore, appears to be exaggerated and not commensurate with the actual impact demonstrated on record.

17.9. We note that the contention of the Applicant/Petitioner that the delay in commissioning of the Project was occasioned by a crane accident is not sustainable in law or on facts. It is a settled position under the law that a plea of force majeure/ unforeseen event can be invoked only in circumstances where performance of contractual obligations is rendered impossible or is fundamentally prevented by an unforeseeable, uncontrollable, and external event. A mere increase in difficulty, inconvenience, or delay in performance does not suffice to attract the doctrine. In the present case, a crane accident, in the ordinary course, constitutes an operational or commercial risk inherent in infrastructure and construction activities, particularly in projects involving the handling and installation of heavy wind turbine generator components such as blades, hubs, and rotors. For such an event of Crane Accident to qualify as a force majeure/ unforseent event, the Applicant/Petitioner was required to demonstrate that the accident was caused by an external factor of an exceptional nature, such as an act of God etc. and not due to mechanical failure, human error, or lack of due diligence. However, no such case has been made out. On the contrary, the Applicant/Petitioner has failed to furnish any cogent or contemporaneous evidence establishing the occurrence of the alleged accident, its exact date, the nature and extent of damage caused, or the specific components affected. The burden of proof, which squarely lies upon the Applicant/Petitioner, has thus not been discharged. Mere assertions, unsupported by documentary evidence, cannot be accepted to establish an event of such magnitude.

17.10. Moreover, a crane accident is generally not considered a force majeure event, as force majeure is intended for uncontrollable, unforeseeable events that make performance impossible. Most crane accident results from negligence, poor maintenance, improper operation or failure to manage site risks, all of which are within a contractor's control and therefore do not meet the legal threshold for force majeure/ unforeseen events.

17.11. It is also pertinent to note that the deployment of a common crane across multiple projects was a conscious commercial and operational decision of the Applicant/Petitioner. Any risk arising from such deployment, including breakdown or accident, falls within the ambit of foreseeable business risk and cannot be construed as an event beyond the reasonable control of the Applicant/Petitioner. In the absence of any material to show that the alleged accident was unavoidable despite adherence to prescribed safety standards and prudent industry practices, the same cannot be elevated to the status of force majeure/ unforeseen event. If the accident was attributable to negligence, inadequate maintenance, or improper operation, the claim stands further weakened, as negligence negates a plea of force majeure/ unforeseen event. Moreover, even assuming that such an incident occurred, the Applicant/Petitioner has failed to establish a direct and proximate causal nexus between the alleged accident and the entire delay of five months. The record indicates that part capacity, namely 2.1 MW WTG along with the solar component, was ready for commissioning, thereby demonstrating that the Project was not entirely halted. This undermines the claim that the alleged event rendered performance impossible or wholly prevented project execution. At best, the circumstances indicate partial disruption, which does not meet the threshold required for invocation of force majeure/unforeseen event.

17.12. We also note that the conduct of the Applicant/Petitioner does not reflect adequate mitigation efforts. There is no evidence to show that alternative arrangements, expedited procurement, or other remedial measures, were undertaken in a timely manner to minimize delay. The fact that the purchase order for replacement components was placed only on 01.03.2025 further indicates that the delay was also attributable to internal decision-making and procurement timelines, rather than any unavoidable external event.

17.13. In view of the foregoing, it is evident that the alleged crane accident neither satisfies the legal requirements of a force majeure/unforeseen event nor is it supported by credible and contemporaneous evidence. The claim suffers from inconsistencies, lack of particulars, and failure to establish causation, and appears to be an attempt to attribute contractual delay to what is essentially a foreseeable operational risk. Accordingly, the Applicant/Petitioner has failed to discharge the burden of proof required to substantiate its claim, and no relief on this ground can be granted.

17.14. Accordingly, the claim of the Applicant/Petitioner seeking extension of timeline on account of the alleged crane accident is hereby rejected.

18. In view of the foregoing, the present Petition is disallowed. The Commission holds that there were no unforeseen or uncontrollable

circumstances that led to the delay in completion of the Generation capacity. Accordingly, the Applicant/Petitioner is not entitled to any extension of time for commissioning of the Project.

19. Order accordingly.

20. With this order, the present Petition alongwith all IAs stands disposed of.

Sd/-	**Sd/-**	**Sd/-**
[Jatin N. Thakkar] **Member**	**[Hiren Shah]** **Member**	**[Pankaj Joshi]** **Chairman**

Place: Gandhinagar.
Date: 20/05/2026.