

BEFORE THE GUJARAT ELECTRICITY REGULATORY COMMISSION

GANDHINAGAR

Petition No. 2519 of 2025.

In the Matter of:

Petition under Section 86 (1) (c) (e) & (f) and other applicable provisions of the Electricity Act, 2003 read with Regulations 80 and 82 of the GERC (Conduct of Business) Regulations, 2004 seeking extension of time period for construction of the evacuation infrastructure and quashing of the letter dated 13.06.2025 issued at the behest of the Respondent GETCO.

And

IA No. 68 of 2025 in Petition No. 2519 of 2025

In the Matter of:

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

Petitioner : Cleanmax Vayu Private Limited.
4th Floor, The International,
16 Maharshi karve Road,
Marine lines 1st Cross Lane,
New Marine Lines Churchgate,
Mumbai.

Represented By : Ld.Adv. Mr.Aditya K.Singh alongwith
Ld.Adv. Mr.Vineet Gupta,
Ld.Adv. Mr.Divyansh Singh,
Ld.Adv. Mr.Mridul Gupta.

V/s.

Respondent : Gujarat Energy Transmission Corporation Ltd

Sardar Patel Vidyut Bhavan
Race Course Circle, Vadodara – 390007.

Represented By : Ld. Adv. Utkarsh Singh,
Ld. Adv Mr. Aneesh Bajaj alongwith
Mr. Shobhraj Jayswal

CORAM:

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

Date: 10/11/2025

ORDER

1. The present Petition has been filed by Petitioner seeking following reliefs:
 - a) To hold and declare that the delay caused in construction of the evacuation infrastructure and bays and commissioning of the 50 MW Wind Power Hybrid Project at 132 kV Vaghaisya substation of GETCO was due to unforeseen events not attributable to the Petitioner;
 - b) To grant an extension of 365 days from the date of pronouncement of the Order by this Commission for construction of evacuation infrastructure and bays at 50 MW wind power Hybrid project 132 kV Vaghaisya substation of GETCO for delay caused due to unforeseen events not attributable to the petitioner.
 - c) To quash the letter dated 13.06.2024 issued at the behest of the Respondent GETCO.

- d) 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.
2. The facts mentioned in the Petition, in brief, are as under;
- 2.1. The Petitioner, M/s Cleanmax Vayu Private Limited, is a Company incorporated under the Companies Act, 2013. The Petitioner is developing a 50 MW wind power Hybrid Project at 132 kV Vaghaisya substation of the Respondent, GETCO.
- 2.2. The Respondent-GETCO is a Company incorporated under the provisions of the Companies Act, 1956. GETCO is wholly owned by the Government of Gujarat. GETCO is the State Transmission Utility, within the meaning of Section 2(67) of Electricity Act, 2003, in the State of Gujarat.
- 2.3. GERC on 31.05.2011 issued GERC (Terms and Conditions of Intra State Open Access) Regulations, 2011, wherein Regulation 20 of the said Regulations directed the state transmission utility of Gujarat to submit a detailed procedure for application of connectivity, long term and medium term open access.
- 2.4. On 07.01.2023 the Commission approved Procedure for grant of Connectivity in pursuance to clause 20 of the GERC(Terms and Conditions of Intra State Open Access) Regulations, 2011. This procedure

for grant of Connectivity 2023 provides timeline for evacuation and generation capacity both in two stages. It also stipulates penalty for delay in both completion of the evacuation infrastructure and as well commissioning of the generation capacity.

- 2.5. The Commission on 22.02.2024 issued Tariff Order for Hybrid projects i.e. Order No. 1 of 2024. The Procedure for the grant of connectivity 2023 states that Stage-I and Stage-II connectivity grantees shall require to complete the dedicated transmission line(s) including require bays, bus – bar at transmission licensees sub-station and generator pooling sub-station(s) etc. within timeline specified by the State Commission in relevant Orders/ LOA/LOI/PPA for project as applicable time.
- 2.6. As per the Order No. 1 of 2024 – Tariff Order for Hybrid Projects, the entire evacuation line along with bays and metering system needs to be completed within 12 months from the date of allotment of transmission capacity.
- 2.7. The Petitioner on 10.06.2024 applied for Stage-I grid connectivity and on 30.07.2024, GETCO intimated approval to the Petitioner for Stage-I grid connectivity for evacuation of 50 MW Hybrid Power at 132 kV Vaghaisya on 66 kV Class for Captive substation.

- 2.8. The Petitioner on 10.06.2024 applied for Stage-II connectivity and submitted Bank Guarantee (BG) dated 04.06.2024 for an amount of Rs.5 Cr. GETCO on 30.07.2024 and intimated approval to the Petitioner for Stage-II grid connectivity for connection of the project with GETCO 220 kV Mota Kamlapur substation.
- 2.9. The Connection Agreement was executed between Respondent and the Petitioner on 17.08.2024 for establishing connectivity of the project with GETCO substation.
- 2.10. The Respondent on 09.08.2024 issued provisional estimate of supervision charges for erection of 66kV feeder bay for evacuation of 50 MW Hybrid Power evacuation at 132 kV Vaghaisya (GETCO S/s from Hybrid Power Station of M/s Cleanmax Vayu Pvt. Ltd. for captive use under Option-3. As per the Detailed procedure, the petitioner was required to pay the provisional estimate within 30 days of the issuance of the same and further sign the connectivity agreement within the next 5 days thereafter. The Petitioner on 23.08.2024 paid the supervision charges of Rs. 12,19,753/-.
- 2.11. The Petitioner thereafter initiated the work on construction of the evacuation infrastructure but the construction of the same has been delayed due to reasons not attributable to the Petitioner.

- 2.12. The Petitioner for construction of associated evacuation infrastructure, including erection of electricity poles and transmission lines did a preliminary land survey in various areas, including certain agricultural lands to identify feasible routes for power line alignment.
- 2.13. Multiple legal notices dated 13.12.2024 were received from a group of local farmers having their land located in Wanker Taluka, Morbi District, alleging that officials or representative of the Petitioner, along with Opera Energy Pvt. Ltd. unlawfully entered their agricultural land without obtaining prior permission from the competent authorities or consent from the land owners. The notice further claims that no signatures, consultation or involvement of the farmers was taken, and that the survey and proposed erection of electricity poles were conducted in complete violation of applicable legal and regulatory norms.
- 2.14. The farmers contend that the erection of electricity pole through the middle of their land would severely disrupt agricultural operations, diminish the utility and value of the land and pose risks to life and property due to high tension power lines passing overhead. They assert that such actions are illegal. In view of these allegations and to avoid any conflict or violation, the Petitioner has temporarily suspended construction activities in the affected areas and now seeks an appropriate

extension of time to resolve the Right of Way issues lawfully and engage with stakeholders in accordance with government guidelines.

2.15. The ROW dispute continues to remain unresolved as on date of this Petition and no amicable solution has yet been reached with the affected landowners. Several rounds of discussions with local stakeholders and authorities are ongoing, but landowners remain resistant to allowing transmission infrastructure through their holdings without formal approvals compensations or route realignment.

2.16. The Petitioner on 10.01.2025 sent response to the notice issued on 13.12.2024 by the Advocate of the Landowners and tried to resolve the issue amicably. The Petitioner also approached the district administration for support in this regard. In spite of all efforts, the issue could not be resolved for Survey No. 22-P-2, 40-P-1, 51/1/P1 since the developer was serious in the development of its project and finally decided to change the route and construct the evacuation through underground cables despite of being done at a much higher cost. The identification of the new route for the underground cabling, acquisition and the extra efforts for the excavation of trenches for the underground cables, which affected delay of 160 days for the development of the evacuation system using underground cables.

- 2.17. There were ROW issues which arose for the internal transmission lines from the WTGs to the Common pooling station for which the developer approached the Mamlatdar/Dy. Collector for the resolution of the land issue with notices of the land owners/ farmers issued on 26.07.2025 to the farmers and the same was under consideration of the said authority. The Petitioner on 26.08.2025 replied to the notice dated 26.07.2025. The ROW for the internal transmission lines still continue and the petitioner has represented to the Dy Collector for resolution of the said issue and requested to resolve the issue of Section 164 and 68 of the Electricity Act, 2003 and Section 16 (1) of the Telegraph Act and ROW issue still continuing from 26.07.2025 till date. On this ground, the Commission may give extension from 13.12.2024 dated to 03.11.2025 (on going) date i.e. for 260 days.
- 2.18. The Commission issued 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.
- 2.19. 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.

- 2.20. 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.
- 2.21. 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 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.

2.22. 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.

2.23. Post receipt of clarification, on 31.08.2024, GUVNL issued a clarification on banking provisions. Uncertainty concerning banking was put to rest. Therefore, from 30.07.2024 till 31.08.2024 ability of the Petitioner to progress with the development was severely impacted.

2.24. Vide Order dated 19.06.2025, the High Court of Gujarat has also stayed the aforementioned clarification letter, creating further confusion and uncertainty on the banking facility.

- 2.25. The issue of banking was central to commercial viability and planning of the project, especially given the infirm nature of renewable generation. Regulatory uncertainty arising from inconsistent interpretations materially impacted decision-making, including financial closure, scheduling of equipment procurement, and construction timelines.
- 2.26. Mere procedural progress such as obtaining connectivity or submitting applications does not negate the existence of regulatory uncertainty. These steps were undertaken in anticipation of clarity, which was ultimately provided by the Ministry of Power and GUVNL.
- 2.27. The Petitioner relied on following judgements:
- (a) *Tamil Nadu State Electricity Board vs. Tamil Nadu Electricity Regulatory Commission* (Appeal no. 98 of 2010), decided on 18.03.2011 reported at 2011 SCC OnLine APTEL 38: [2011] APTEL 38.
 - (b) *Maharashtra State Electricity Distribution Company Limited v. Maharashtra Electricity Regulatory Commission*, 2014 SCC OnLine APTEL 166.
- 2.28. The delay in the delivery of circuit breaker can be attributed to an ongoing market demand crisis and significant disruptions in the global supply chain, both of which constitute unforeseeable events that lie

beyond the Petitioner's control. The current global supply chain issues have resulted in severe shortage of critical components, including the specific circuit breakers required for this project. There has been no feasible way to expedite the delivery process within the initially anticipated timeframe.

- 2.29. These unforeseen supply challenges have caused substantial setbacks, making it impossible to meet the original project timelines due this unforeseen circumstance. These issues were not anticipated during the project's planning phase, highlighting how such disruptions are beyond the control of the Petitioner.
- 2.30. The Petitioner's contractor has placed purchase orders for the transformer and other raw materials to various vendors. The delay of circuit breaker delivery is a continuing issue and is still from date of stage of Connectivity i.e. 31.07.2024.
- 2.31. The Petitioner has placed on record purchase orders and OEM correspondence that clearly demonstrate the bona fide efforts made to procure the equipment in time and the genuine difficulties faced due to market-wide shortages and lead-time escalations.
- 2.32. The purchase order was issued by Opera, the EPC contractor, is standard industry practice and does not negate the fact that the equipment was

ordered for the Petitioner's project. The Respondent's suggestion that the Petitioner delayed the process is incorrect, the order was placed in January 2025, but drawing approvals and delivery schedules were dictated by the OEM, not by any inaction on the Petitioner's part. The delay continued despite follow-ups, and the OEM's delay communication substantiates that the issue arose from capacity constraints and supply bottlenecks, not due to any fault of the Petitioner.

Sl.	Item	Order Placement date	Agreed delivery Date	Actual delivery	Reason for delayed	Dealy time
1	Circuit Breaker	20.11.2024	16 to 18 weeks	45 Week	Global supply constraints for the SF6	Actual - Agreed
	Make: Hitachi		01.04.2025	15.10.2025		198

- 2.33. The present case is not a typical contractor delay it is part of a larger, industry-wide disruption due to extraordinary global conditions. These circumstances were not foreseeable at the time of project planning and qualify as unforeseen under regulatory standards.
- 2.34. The Commission is urged to consider the nature, industry context, and uncontrollable origin of the delay, and grant appropriate relief in the form of timeline extension.
- 2.35. The Petitioner's project site at Vaghaisya substation, Morbi district has been severely affected by persistent and unfavourable weather

conditions, including heavy rainfall, high wind and waterlogging, particularly during the monsoon and high wind season spanning July to October 2024 and May to July 2025. These weather conditions, recurring annually and beyond the reasonable control of the Petitioner, have significantly impeded construction activities by rendering the site inaccessible disrupting logistics and supply chains and creating hazardous working conditions that pose serious risks to worker safety and project infrastructure.

- 2.36. Due to high wind speeds during this period, erection of wind turbines and other tall infrastructure becomes technically unsafe and operationally unviable. These weather-related disruptions constitute a natural constraint on construction activity.
- 2.37. The Petitioner's project site at Vaghaisya substation, Morbi district, has been severely affected by persistent and unfavourable weather conditions, including heavy rainfall, high wind speeds, and waterlogging, particularly during the high wind and pre-monsoon/monsoon season from April to July 2025. These recurring seasonal conditions, which are beyond the reasonable control of the Petitioner, have significantly impeded civil works, turbine erection, and general site operations. The site remained partially or wholly inaccessible for prolonged periods, and

the safety of construction personnel and equipment was severely compromised.

2.38. The wind data recorded at Mast Kalikanagar at 140 meters height, which is representative of the regional wind regime, reflects elevated mean wind speeds during this period.

2.39. These wind speeds in April to August far exceed typical operational thresholds for safe crane usage and turbine component installation. Industry-standard safety practices generally restrict heavy lifting and tower erection work when wind speeds approach or exceed 9 m/s, and even sustained speeds above 7 m/s can make operations technically unsafe due to swinging loads, limited control, and gust factors. The combined effect of high winds and intermittent rainfall during this season further destabilized the working surface and increased operational risk. The Petitioner was unable to make substantial progress due to natural constraints.

2.40. High wind speeds during April to July 2025 also significantly affected the safe transportation of Wind Turbine Generator (WTG) materials, particularly oversized and sensitive components such as rotor blades (typically >65m in length), nacelles, and tower sections. These components have large surface areas and are prone to aerodynamic

instability under crosswinds, especially during highway transport and while manoeuvring through bridges, curves, and elevated terrain.

- 2.41. Given the observed average wind speeds ranging from 7.0 to 8.6 m/s during this period, and factoring in additional gust conditions and regional terrain variability, several transportation movements had to be postponed, restricted to night hours, or halted altogether, resulting in logistical bottlenecks. Road transport operators, in coordination with traffic authorities, enforced multiple suspensions to avoid damage, accidents, and violations of safe transport norms. A delay of approx. 115 days is attributable to weather-related inaccessibility and safety restrictions during the period 01.04.2025, to July 2025.
- 2.42. Respondent-GETCO on 13.06.2025 issued the letter intimating the Petitioner that under Procedure for Grant of Connectivity 2023 and relevant Tariff Order regarding the completion of the evacuation line for the 50 MW Hybrid power evacuation at 132kV Vaghaisya S/S along with bays, metering system and commissioning full capacity of the project within 12 month from the date of allotment of transmission capacity i.e before 30.07.2025. Failure to adhere to this timeline will result in GETCO initiating legal actions as stipulated in the approved procedure, including but not limited to the encashment of the bank guarantee, cancellation of

connectivity, or revocation of Open Access rights, all of which carry significant legal and financial implications. The Petitioner is constrained to approach the Commission by way of the present Petition, seeking appropriate directions.

2.43. The Petitioner has applied to GEDA for the issuance of the Developers permission and transfer permission on 24.03.2025, 01.05.2025, 03.07.2025, 07.08.2025, 02.09.2025, 18.09.2025 which is mandatory as per the Policy of the Government of Gujarat and the Orders of the Commission.

2.44. The permission granted by GEDA is for partial capacity which affected the petitioner for the development at the wind location and solar land etc. It affected to the petitioner to start the construction at identified land and all tie ups for project capacity for installation.

Details of Developers Permission

Sl.	Name of the Developer	Capacity (MWac)	Wind	Solar	Remarks
1	Cleanmax Vayu Pvt. Ltd.	49.26	29.7	19.56	DP issued
2	Cleanmax Vayu Pvt. Ltd.	5.47	3.30	2.17	DP not issued since due to expiry of connectivity
3	Cleanmax Vayu Pvt. Ltd.	23.02	16.50	6.52	Application kept on hold due to DP not issued for the above application
	TOTAL	77.75	49.50	28.25	

Details of Transfer Permission - within Developer Cleanmax Vayu Pvt. Ltd.

Sl.	Name of the Transferee	Capacity (MWac)	Wind	Solar	Remarks
1	Farmson Basic Drugs Pvt. Ltd.	16.42	9.9	6.52	TP Issued
2		61.33	39.6	21.73	To be applied
	TOTAL	77.75	49.5	28.25	

2.45. Uncertainty of the Connectivity transfer led to severe impact on various development activities of various generating stations. This created uncertainty for project developers like that of the Petitioner and affecting project timelines. To address this, GETCO filed Petition No. 2377 of 2024 before the Commission, seeking clarification on the transferability of connectivity, particularly in cases where projects are developed by RE Project Developers or Park Developers on behalf of multiple entities

2.46. The Commission vide Order dated 21.09.2024 allowed prayer of the GETCO and cloud of uncertainty on transfer of connectivity was over. Therefore, time period from 31.07.2024 (Date of stage II connectivity) till 21.09.2024 should be excluded in calculating timeline for commissioning.

2.47. The Commission in Petition bearing number 2476 of 2025, titled- *KP Energy Limited and Anr. Vs. GETCO and Anr.* has recognized uncertainty on connectivity transfer as unforeseen events and has provided requisite extension. There are 54 days delay (delay from grant of connectivity) till 21.09.2024 due to uncertainty on transfer of connectivity.

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

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

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

- 3.2. The Commission has framed GERC (Terms and Conditions of Inter-State Open Access) Regulations, 2011 whereunder it is provided that the detailed procedure may be approved by the Commission which would inter alia include aspects on application for connectivity and open access and other issues.
- 3.3. A Detailed Procedure was drafted in relation to the grant of connectivity to projects based on Renewable Sources to Intra- State Transmission System and in terms of the Open Access Regulations, the draft had been placed on the website of the Respondent to invite comments and suggestions and thereafter the same was placed before the Commission. The Commission approved the detailed procedure for grant of connectivity to project based on Renewable sources to Intra State Transmission system on 07.01.2023.
- 3.4. Therefore, if the Grantee does not construct the dedicated transmission line as per the timelines, the Stage – II Connectivity shall be revoked and the Bank Guarantee encashed. Therefore, the Detailed Procedure read with the relevant tariff order provides for submission of bank Guarantees

and provide for cancellation with encashment of Bank Guarantee in case the Grantee does not meet the requirements.

- 3.5. The Petitioner has sought for extension of the timelines which has to be considered by the Commission in terms of the Detailed Procedure read with Tariff Orders. While there is no specific provision of force majeure, the Tariff Orders only recognise failure to commission on case to case basis due to unforeseen reasons. The consistent reference to force majeure in the Petition is therefore not correct. While the Tariff Order recognises the extension in certain cases, there is no inherent power in terms of the Electricity Act or otherwise in Conduct of Business Regulations or any other Regulation for such aspects.
- 3.6. The burden of proof in this regard lies on the Petitioner and the Petitioner is required to substantiate its claim and Commission may verify the same. If there was any default or imprudency on part of the Petitioner, the Petitioner cannot be allowed extension.
- 3.7. The Petitioner was granted Stage-II connectivity vide letter dated 30.07.2024 for 50 MW hybrid power project at 132 kV Vaghaisya Substation of GETCO and in terms of the prevailing timelines on the date of Stage-II connectivity being 12 months, the Petitioner is required to complete by 30.07.2025.

- 3.8. 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. Merely because the Petitioner is renewable project, it cannot claim any delay or extension. The alleged investment made by the Petitioner is not relevant.
- 3.9. The extension can be granted only by the Commission and not by GETCO. If the Petitioner was facing delays, it ought to approach the Commission for appropriate extension. GETCO cannot extend the timelines on its own.
- 3.10. The Respondent had written a letter dated 13.06.2025 though there is no obligation under the Detailed procedure for such letter. No allegation can be raised against GETCO when the Petitioner had failed to get any extension.
- 3.11. The Petitioner is seeking extension on the basis of alleged aspects:
- (a) Delay due to Right of way issues – December 2024 to present.
 - (b) Delay due to uncertainty on aspect of banking-30.07.2024 to present.
 - (c) Delay in 66 kV CRT delivery due to prevailing market demand constraints – 30.07.2024 to present.

(d) Delay due to unfavourable weather conditions and high wind season (July – October of every year) and similar event – July to October 2024 and May to July 2025.

(e) Wind speed at project site -01.04.2025 to July 2025.

3.12. The Petitioner has submitted a Bank Guarantee dated 19.07.2024 of amount of Rs. 5,00,00,000/- which is expiring on 31.05.2026 with claim period until 31.05.2027. The Petitioner is required to maintain the bank guarantee. The Bank Guarantee is an unconditional bank guarantee and the Respondent is entitled to encash.

3.13. The Petitioner is seeking extension of 365 days from the date of the Order which cannot be accepted. When the Order itself provides 12 months, the Petitioner is not only asking for 12 months but also 12 months from the date of Order which means that the Petitioner is claiming not to have made any progress at all till the time of the Order of the Commission.

3.14. The Petitioner sought GETCO approval for contractor etc only on 27.09.2024 which was approved on 03.10.2024 and kick off meeting was held on 24.12.2024.

3.15. It is the responsibility of the Petitioner to establish the evacuation line and obtain all necessary approvals. The estimate dated 09.08.2024 also

make it clear that Right of way leave problems, compensation, permissions etc. are to be resolved by the Petitioner.

3.16. The allegation of the Petitioner is that the representative / officials of the Petitioner had entered the land of farmers without any permission or consent either of landowners or any authority. If the Petitioner failed to obtain necessary permission, it cannot now blame the farmers for raising issues. The Petitioner has not demonstrated any negotiation with farmers or obtaining permissions under Electricity Act, 2003 from Government for laying down the line.

3.17. The Petitioner may clarify when it applied for the approvals and when it was obtained and what steps were taken as per law for resolving the issues with farmers/ landowners. The fact that the farmers are not condoning or allowing illegal acts of the Petitioner cannot be a reason for claiming extension. If the Petitioner chose to take legal permission after attempting and failing to illegally enter the land of the farmers/landowners, this cannot be considered.

3.18. The Petitioner has merely referred to alleged notices on 13.12.2024 and has not demonstrated any effort or proceedings by the Petitioner. The Petitioner has stated that it is seeking extension of time "to resolve the Right of Way (ROW) issues lawfully and engage with the stakeholders in

accordance with Government guidelines". This gives an impression that the Petitioner had not so far been acting lawfully. Further, no details have been provided by the Petitioner after the notices, let alone any supporting documentation or evidence. From the notices, it appears that there is unauthorised survey carried out by the Petitioner without any intimation or discussion and without any approvals or permissions.

3.19. The Petitioner has not provided the date of the approval under Section 68 and 164 nor has the Petitioner provided any action taken by it under the Telegraph Act or otherwise, in regard to solving of ROW issues. The Petitioner has referred to alleged letters/applications on 27.12.2024 and early January 2025 and undated Letter of Information allegedly by the Petitioner. This is only for limited period and does not justify the claim of any continuous ROW or the claim that villagers are not allowing the Petitioner to undertake work relating to the line till date.

3.20. The Petitioner has also not provided the area which is under ROW and whether any progress is made otherwise. The Petitioner had in fact entered into EPC Contract in November 2024 and placed some of the purchase orders in 2025 only. Further on 31.01.2025 and 01.04.2025, the Petitioner was still saying that expected date of commissioning was July 2025.

- 3.21. GETCO at this stage is not responding to the import of the provisions for banking. The interpretation on the aspect of issues of GERC Green Energy Open Access Regulations or banking are not admitted and in any case not relevant.
- 3.22. The Petitioner is seeking to rely in issues of banking but has not specified how the same affected the project. There is no substantiation or even details of how the Petitioner's project was affected. There is general claims that investment was at standstill or frozen which is clearly not correct as the Petitioner itself had sought connectivity during this time. The Petitioner had applied for connectivity on 10.06.2024 and had applied for and obtained provisional registration on 30.08.2024 and further paid estimate charges. There was no alleged uncertainty or lack of clarity for the Petitioner. Further the Petitioner had obtained connectivity of 50 MW which was granted on 30.07.2024 and there has been no change in the capacity at any time. There is no reason why the Petitioner had caused any delay for its power project of 50 MW due to any such aspects. Further, it is clear that the Petitioner continued with connectivity of 50 MW and therefore, there is no reason why such capacity was not commissioned within time.

3.23. There is no basis to claim that the ability of the Petitioner was affected between 30.07.2024 to 31.08.2024. It is not clear what ability was affected or what work to be done in that period was affected considering the estimate letter was issued and the payment was made in August 2024 in any case.

3.24. If the contention of the Petitioner is that there was uncertainty or Regulatory vacuum, it is not clear why the Petitioner proceeded to seek connectivity at the time. Having done so, the Petitioner cannot claim extension on ground of any alleged uncertainty or vacuum. It was the 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.

3.25. It is not clear how this impacted the evacuation system to be laid down by the Petitioner to the substation, particularly since the capacity of the line would be the same irrespective of capacity of the power plant. The capacity of the evacuation line as per the Detailed Procedure is based on voltage of connectivity and not the capacity of the project. Therefore, the capacity of the line to be constructed by the Petitioner at 66 KV

connectivity would have remained same, irrespective of capacity of the project.

- 3.26. At such alleged period of uncertainty, the application was made for Stage-II Connectivity in June 2024, application with GEDA (the GEDA letter is 30.08.2024 though no date of application is given). Therefore, activities were going on even in midst of the alleged confusion and the same was for 49.5 MW WTG and further capacity for solar.
- 3.27. The Petitioner has not provided any details of approaching the Commission for clarification nor has it stated the efforts taken by it.
- 3.28. The Petitioner has also not provided the timelines it is seeking on this basis.
- 3.29. The aspects of proceedings before the Hon'ble High Court and subsequent proceedings are not relevant to the issue at hand. It is not the case of the Petitioner that there is no work would be carried out in the meantime.
- 3.30. The Petitioner has claimed that there is a delay in supply of breaker due to market demand crisis but there is no substantiation of the same. If there is delay in placing of order due to any alleged delays in power project or otherwise by the Contractor, then this cannot be claimed as reason for extension.

- 3.31. It is the responsibility of the Petitioner to arrange for all Inputs/equipments etc. and cannot seek extension merely because there has been a delay. This cannot be an unforeseen reason. Further, the reason for delay is not any specific event but vague claims of global supply chain issues.
- 3.32. The claims to have placed the order on 11.01.2025 on M/s Hitachi Energy India Limited which was sent by email only on 15.01.2025 but the Purchase Order is of Opera and not the Petitioner. Therefore, it is not clear if the Purchase Order relates to the Petitioner. It is also not clear if the Petitioner or Opera had fulfilled all conditions of the purchase order and on what date. It appears that the drawing approval was given only in March 2025 and therefore, the schedule was already end of July 2025. The Petitioner has only attached one email and there is no follow up since May 2025 (It also appears that there were already issues with contractor prior to this). The Petitioner has not produced any communication to the contractor.
- 3.33. If there were issues of supply disruptions as claimed, the Petitioner is waiting until 11.01.2025 to place the orders or delay in fulfilling other conditions demonstrate lack of diligence. While the purchase order etc.

are not within knowledge of GETCO, it is clear that the Petitioner was already delayed.

- 3.34. The delays or unavailability of materials or delays by contractors/sub-contractors not considered force majeure and has been excluded in case of PPAs. It cannot be that if the situation of high market demand was already existing, the Petitioner can still claim the same to be unforeseen.
- 3.35. There is no timelines but the Petitioner has merely claimed that the delay is continuing. No date has been specified.
- 3.36. The Petitioner itself claims that there are unfavourable weather conditions annually. When this is a normal phenomenon, this cannot be considered as unforeseen reasons. The Commission had fixed the timelines of 12 months and the Petitioner had not challenged the said timeline stating such reasons. If such conditions are accepted, then no project can be completed in 12 months as there would be atleast one season of the alleged unfavourable weather condition on annual basis.
- 3.37. The Petitioner has not demonstrated or substantiated any unusual weather conditions and even otherwise any impact on its project.
- 3.38. The claim of the Petitioner that weather report of the plant site and the Petitioner is put to strict proof thereto. The Petitioner has not shown that its area and project were affected. The Monsoon Report is only for 23-30

August 2024 and the Petitioner has not placed any work which was to be done at such time considering the estimate charges itself was paid only on 23.08.2024. Even otherwise the Petitioner has to demonstrate the impact on its area and projects and not generally.

- 3.39. The IMD Press release is for certain days in June and July 2025 and is only a rainfall warning and does not seem to indicate any such claim of unfavourable conditions or have any particular relevance to the Petitioner's project area. Rainfall even if heavy, during monsoon season cannot be considered as unforeseen but even that is not justified from the report. From the categorisations, it appears that the claims for rainfall by the Petitioner are highly exaggerated.
- 3.40. The Petitioner is claiming to be affected from July 2024 when the Stage-II Connectivity itself was obtained on 30.07.2024 and the estimate charges was paid by the Petitioner on 23.08.2024. The Petitioner has not provided any dates of when the contractor was selected or purchase orders placed or drawings approved. The Petitioner has not disclosed what impact there was on its project site or what work was being sought to be carried out at such time.
- 3.41. There is no evidence of any alleged waterlogging or rainfall which may have impeded any activities or rendered the site inaccessible or affected

logistics or supply chains or created hazardous working conditions etc.
as sought to be alleged.

3.42. The Petitioner cannot claim delay of entire months of July to October 2024 and May to July 2025. It cannot be the contention of the Petitioner that no work was being carried out at this time.

3.43. The Petitioner has claimed that there were high wind speed and waterlogging from April 2025 to May 2025 which is not substantiated or demonstrated. The Petitioner seeking to set up the WTGs in the project site cannot be unaware of the wind speed nor can such claim be considered as high wind speed to the extent of the project not being able to continue. There is no substantiation of any Industry standard. The Petitioner cannot claim delay of entire months from 01.04.2025 to July 2025. It cannot be that no work is done during this time.

3.44. The Petitioner had referred to the aspects on evacuation system. However, in terms of the Tariff Order dated 22.02.2024, the power project is also to be completed within the timeframe. The Petitioner has not provided details of the status.

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

3.46. The Stage-II Connectivity was granted after the Order dated 22.02.2024.

The timelines for commissioning of the power project is 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".

3.47. The Order dated 22.02.2024 was issued after the Order dated 07.01.2023 approving the Detailed Procedure and since detailed procedure recognises 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.

3.48. It is not correct on the part of the Petitioner to allege that the Respondent has misread the provisions of the Procedure. There is no interest of GETCO to interpret the aspect is one way or another but GETCO is only seeking to interpret on the basis of the provisions. GETCO cannot act contrary to the Orders of the Commission.

3.49. The Respondent has filed a Petition being Petition No. 2490 of 2025 along with Application dated 23.05.2025 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.

3.50. The Petitioner has sought to refer to the invocation of bank guarantee. The bank guarantee is an unconditional bank guarantee and there cannot be any restraint. The bank guarantee is to be encashed in case of cancellation of connectivity. The above is not a penalty but a consequence provided in the Detailed Procedure. When the capacity has been blocked for the Petitioner and the Petitioner does not come in time, there is a loss caused to GETCO and further the capacity remains blocked for other customers which also causes loss to consumers at large. Hence, it is necessary that the delays should be discouraged and there has to be consequences for the same.

3.51. The Petitioner has only approached the Commission by filing the present Petition on 23.07.2025 even though it was well aware of the timelines. The Petitioner was well aware of the delays and ought to have approached the Commission within time to allow adjudication in a reasonable time.

4. Ld. Adv. Mr. Aditya K. Singh for the Petitioner argued that the Petitioner is developing a 50 MW wind solar Hybrid power project at 132 KV Vaghaisya Substation of the Respondent. The Petitioner applied for the grant of Stage-I and Stage-II connectivity on 10/06/2024 seeking for

grant of connectivity from the Respondent. The Petitioner was thereby granted with Stage-I and Stage-II connectivity on 30.07.2024.

- 4.1. He argued that as per the procedure for '*Grant of Connectivity to Projects based on Renewable Sources to Intra-State Transmission System*' 2023, the Petitioner is under an obligation to commission the evacuation system within 12 months from the date of grant of Stage -II connectivity i.e. on or before 30.07.2025.
- 4.2. He contended that due to the occurrence of certain unforeseen events i.e. (i) Right of way issues (ii) uncertainty on aspect of banking (iii) Delay in 66 kV CRT delivery due to prevailing market demand constraints (iv) due to unfavourable weather conditions and high wind season and similar event – July to October 2024 and May to July 2025. (v) Wind speed at project site -01.04.2025 to July 2025, the Petitioner was unable to complete the evacuation infrastructure within, by the stipulated deadline of 30.07.2025. (vi) Uncertainty due to confusion on the transferability of connectivity.
- 4.3. He argued that multiple legal notices dated 13.12.2024 were received from a group of local farmers having their land located in Wanker Taluka, Morbi District, alleging that officials or representatives of the Petitioner, along with Opera Energy Pvt. Ltd., unlawfully entered their agricultural

lands without obtaining prior permission from the competent authorities or consent from the landowners. The notice further claims that no signatures, consultation, or involvement of the farmers was taken, and that the survey and proposed erection of electricity poles were conducted in complete violation of applicable legal and regulatory norms. The RoW dispute continues to remain unresolved as on the date of this petition, and no amicable solution has yet been reached with the affected landowners, construction work in the impacted stretch remains on hold, this is persisting issue since December 2024 till present.

- 4.4. The Petitioner on 10.01.2025 sent response to the notice issued on 13.12.2024 by the advocate of the Landowners and tried to resolve the issue amicably. The Petitioner also approached the district administration for support in this regard. In spite of all efforts the issue could not be resolved for Survey No. 22-P-2, 40-P-1, 51/1/P1 since the developer was serious in the development of its project and finally decided to change the route and construct the evacuation through underground cables despite of being done at a much higher cost. The identification of the new route for the underground cabling, acquisition and the extra efforts for the excavation of trenches for the underground

cables affected a delay of 160 days for the development of the evacuation system using underground cables.

4.5. He further argued that there were ROW issues which arose for the internal transmission lines from the WTGs to the Common pooling station for which the developer approached the Mamlatdar/Dy. Collector for the resolution of the land issue with notices of the land owners/ farmers issued on 26.07.2025 farmers and the same was under consideration of the said authority. The Petitioner on 26.08.2025 replied to the notice dated 26.07.2025. The ROW for the internal transmission lines still continue and the petitioner has represented to the Dy Collector for resolution of the said issue and requested to resolve the issue of Section 164 and 68 of the Electricity Act, 2003 and Section 16 (1) of the Telegraph Act and ROW issue still continuing from 26.07.2025 till date. On this ground, the Commission may give extension from 13.12.2024 dated to 06.11.2025 (on going) date i.e. for 260 days.

4.6. He argued that the Commission has issued GERC (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 notified by Ministry of Power, Govt. of India. Regulation 17 of the said Regulations provides for banking

facility and applicable charges, which states that banking facility shall be permitted to consumers 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. Meaning thereby, the consumer should be allowed banking facilities of minimum 30% of total consumption. However, this was interpreted by the concerned authorities in Gujarat as that they would only allow banking for the quantum of energy which was above 30% of total consumption. This interpretation led to uncertainty amongst stakeholders. In absence of any clarification, investment in Gujarat was at standstill and stakeholders of the Applicant/Petitioner started awaiting relevant clarification because present interpretation had ignored infirm nature of renewable energy. Thereafter, the MoP, Govt. of India issued a clarification on 21.08.2024 with respect to the banking provision of the GEOA Rules, 2022 wherein it is stated 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 and (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.

- 4.7. He argued that post clarification of Banking Provisions by MoP, the GUVNL vide letter dated 31.08.2024 also issued clarification on banking provisions. Further, vide order dated 19.06.2025, the High Court of Gujarat has also stayed the aforementioned clarification letter, creating further confusion and uncertainty on the banking facility.
- 4.8. He argued that the delay in the delivery of 66 kV Circuit breaker can be attributed to an ongoing market demand crisis and significant disruptions in the global supply chain, both of which constitute unforeseeable events that lie beyond the Petitioner's control. He further submitted that in the meeting held on 21.12.2023 by Ministry of Power, the issue of transformer and reactor shortages was discussed in detail. The delay in circuit breaker delivery is a continuing issue and is still from date of stage to connectivity i.e 31.07.2024.
- 4.9. He argued that the purchase order was issued by Opera, the EPC contractor, is standard industry practice and does not negate the fact that the equipment was ordered for the Petitioner's project. The Respondent's suggestion that the Petitioner delayed the process is incorrect the order was placed in January 2025, but drawing approvals and delivery

schedules were dictated by the OEM, not by any inaction on the Petitioner's part. The delay continued despite follow-ups, and the OEM's delay communication substantiates that the issue arose from capacity constraints and supply bottlenecks, not due to any fault of the Petitioner.

4.10. He argued that the present case is not a typical contractor delay it is part of a larger, industry-wide disruption due to extraordinary global conditions. These circumstances were not foreseeable at the time of project planning and qualify as unforeseen under regulatory standards. The Commission is urged to consider the nature, industry context, and uncontrollable origin of the delay, and grant appropriate relief in the form of timeline extension.

4.11. He argued that the Petitioner's project site at Vaghaisya substation, Morbi district has been severely affected by persistent and unfavourable weather conditions, including heavy rainfall, high winds, and waterlogging, particularly during the monsoon and high wind season spanning from July to October 2024. The extremely wet and storm-prone conditions at Vaghaisya substation site at Morbi district have made the movement and operation of construction machinery impractical, thereby slowing down the rate of progress. These weather-related disruptions constitute a natural constraint on construction activity. The Commission

recognize these challenges as valid grounds for delay and grant an appropriate extension in the validity of connectivity and associated timelines.

- 4.12. He argued that while monsoon and high-wind seasons may be expected annually, their intensity and operational impact vary significantly each year. The delay claimed is not based on routine seasonal patterns but on abnormally heavy rainfall and high wind conditions, which posed genuine safety risks and logistical challenges at the site. In the high wind speed installation of WTG is restricted and not possible due to safety angle etc. the same has been recognized by the OEM and the CEA in their manual.
- 4.13. He argued that the Petitioner has already submitted site-specific weather reports and alerts, and even if general in form, they reflect the prevailing conditions at the project location. These reports must be read in context especially where construction activities like tower erection, switchyard foundation work, or heavy equipment movement are not feasible or safe under such conditions.
- 4.14. He argued that just because estimate charges were paid in August 2024 does not imply that full-scale physical work was unaffected. Mobilization, material movement, and execution were significantly impacted due to

prolonged wet conditions and access difficulties. The Petitioner had no control over such natural disruptions and took all reasonable steps to manage the delay.

- 4.15. He argued that the Petitioner's project site at Vaghaisya substation, Morbi district, has been severely affected by persistent and unfavourable weather conditions, including heavy rainfall, high wind speeds, and waterlogging, particularly during the high wind and pre-monsoon/monsoon season from April to July 2025. Wind data recorded at Mast Kalikanagar at 140 meters height, which is representative of the regional wind regime, reflects elevated mean wind speeds during this period.
- 4.16. He argued that the wind data is not self-generated but sourced from a professional wind resource assessment agency. These datasets were also submitted as part of the original feasibility reports to authorities and lenders.
- 4.17. He argued that Industry-standard safety practices generally restrict heavy lifting and tower erection work when wind speeds approach or exceed 9 m/s, and even sustained speeds above 7 m/s can make operations technically unsafe due to swinging loads, limited control, and gust factors. A delay of approx. 115 days is attributable to weather-

related inaccessibility and safety restrictions during the period 01.04.2025, to July 2025.

- 4.18. He argued that the Petitioner has applied to GEDA for the issuance of the Developers permission and transfer permission on 24.03.2025, 01.05.2025, 03.07.2025 and 07.08.2025, 02.09.2025 and 18.09.2025. The permission granted by GEDA is for partial capacity which affected the petitioner for the development at the wind location and solar land etc. It affected the petitioner to start the construction at identified land and all tie ups for project capacity for installation.
- 4.19. He argued that Connectivity transfer led to severe impact on various development activities of various generating stations. This created uncertainty for project developers like that of the Petitioner and affecting project timelines. To address this, GETCO filed Petition No. 2377 of 2024 before the Commission, seeking clarification on the transferability of connectivity, particularly in cases where projects are developed by RE Project Developers or Park Developers on behalf of multiple entities. The Commission vide its Order dated 21.09.2024 allowed prayer of the GETCO and cloud of uncertainty on transfer of connectivity was over. Therefore, time period from 31.07.2024 (Date of stage II connectivity) till 21.09.2024 should be excluded in calculating timeline for commissioning.

5. Ld. Adv. Utkarsh Singh for the Respondent has argued that it is the responsibility of the Petitioner to establish the evacuation line and obtain all necessary approvals. The Estimate dated 09.08.2024 also makes it clear that way leave problems, compensation, permissions etc are to be resolved by the Petitioner.

5.1. He argued that if the Petitioner failed to obtain necessary permissions, it cannot now blame the farmers for raising issues. The Petitioner has not demonstrated any negotiation with farmers or obtaining permissions under Electricity Act, 2003 from Government for laying down the line. The Petitioner has merely referred to alleged notices on 13.12.2024 and has not demonstrated any effort or proceedings by the Petitioner. The Petitioner has not provided the date of the approval under Section 68/164 nor has the Petitioner provided any action taken by it under the Telegraph Act or otherwise, in regard to solving of ROW issues. The Petitioner has also not provided the area which is under ROW and whether any progress is made otherwise. The Petitioner had in fact entered into EPC Contract in November 2024 and placed some of the purchase orders in 2025 only.

5.2. He argued that the Petitioner is seeking to rely in issues of banking but has not specified how the same affected the project. There is no

substantiation or even details of how the Petitioner's project was affected. There is general claims that investment was at standstill or frozen which is clearly not correct as the Petitioner itself had sought connectivity during this time. The Petitioner had applied for connectivity on 10.06.2024 and had applied for and obtained provisional registration on 30.08.2024 and further paid estimate charges. There was no alleged uncertainty or lack of clarity for the Petitioner. Further the Petitioner had obtained connectivity of 50 MW which was granted on 30.07.2024 and there has been no change in the capacity at any time. There is no reason why the Petitioner had caused any delay for its power project of 50 MW due to any such aspects. Further, it is clear that the Petitioner continued with connectivity of 50 MW and, therefore, there is no reason why such capacity was not commissioned within time. It is not clear how this impacted the evacuation system to be laid down by the Petitioner to the substation, particularly since the capacity of the line would be the same irrespective of capacity of the power plant. The capacity of the evacuation line as per the Detailed Procedure is based on voltage of connectivity and not the capacity of the project. Therefore, the capacity of the line to be constructed by the Petitioner at 66 KV connectivity would have remained same, irrespective of capacity of the project.

- 5.3. He argued that delay in placing of order due to alleged delays in power project or otherwise delays by the contractor cannot be claimed as reason for extension. The Petitioner has to arrange for all Inputs/equipments etc. and cannot seek extension merely because there has been a delay. This cannot be an unforeseen reason.
- 5.4. The delays or unavailability of materials or delays by contractors/sub-contractors not considered force majeure and has been excluded in case of PPAs. It cannot be that if the situation of high market demand was already existing, the Petitioner can still claim the same to be unforeseen. There is no timelines but the Petitioner has merely claimed that the delay is continuing. No date has been specified.
- 5.5. He argued that the Petitioner itself claims that there are unfavourable weather conditions annually. When this is a normal phenomenon, this cannot be considered as unforeseen reasons. the Petitioner has not demonstrated or substantiated any unusual weather conditions and even otherwise any impact on its project. The Petitioner has not shown that its area and project were affected. The Monsoon Report is only for 23 – 30 August 2024 and the Petitioner has not placed any work which was to be done at such time considering the estimate charges itself was paid only on 23.08.2024. The IMD Press release is for certain days in June and July

2025 and is only a rainfall warning and does not seem to indicate any such claim of unfavourable conditions or have any particular relevance to the Petitioner's project area. The Petitioner is claiming to be affected from July 2024 when the Stage II Connectivity itself was obtained on 30.07.2024 and the estimate charges was paid by the Petitioner on 23.08.2024. there is no evidence of any alleged waterlogging or rainfall which may have impeded any activities or rendered the site inaccessible or affected logistics or supply chains or created hazardous working conditions etc. as sought to be alleged.

- 5.6. He argued that the Petitioner seeking to set up the WTGs in the project site cannot be unaware of the wind speed nor can such claim be considered as high wind speed to the extent of the project not being able to continue. The Petitioner has not even provided the source of the data or otherwise any evidence. There is no substantiation of any industry standard.
6. Heard the parties. The present Petition has been filed by the Petitioner for quashing the letter dated 13.06.2025 issued at the behest of Respondent-GETCO and seeking extension of 365 days from the date of pronouncement of the order by the Commission for construction of evacuation infrastructure and bays at 50 MW wind-solar Hybrid power

project 132 KV Vaghaisya Substation of GETCO for delay caused due to unforeseen events not attributable to the Petitioner. The Petitioner has also requested to direct the Respondent not to revoke the connectivity and encash the Bank Guarantee till the pronouncement of order.

7. We note that as per the procedure for *'Grant of Connectivity to Projects based on Renewable Sources to Intra-State Transmission System'* 2023 and this the Commission's *"Tariff Framework for Procurement of Power by Distribution Licensees and Other Entities from Wind-Solar Hybrid Power Projects, Including Storage (if any), for the State of Gujarat"* 2024, the Petitioner is under an obligation to commission the evacuation system within 12 months from the date of grant of Stage-II connectivity i.e. on or before 30.07.2025.

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

"10.2 (A) Stage-II Connectivity grantees shall require to complete the dedicated transmission line(s) including require bays, bus-bar

at transmission licensees substation and generator pooling substation(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 substation 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"

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

"3.TARIFF FRAMEWORK, GENERAL PRINCIPLES AND OTHER COMMERCIAL ISSUES

.....

3.9 Security Deposit

The Hybrid Power Project Developer shall be required to provide Bank Guarantee @ 10 lakhs per MW to GETCO based on allotment of transmission capacity and in case the developer fails to commission the Hybrid capacity within the time-period mentioned hereunder, GETCO shall encash the Bank Guarantee.

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

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

8. The facts which are undisputed between the parties are as under:
 - 8.1. The Petitioner is developing a 50 MW wind power Hybrid Project at 132 kV Vaghaisya substation of the Respondent, GETCO.
 - 8.2. The Petitioner on 10.06.2024 applied for Stage-I grid connectivity.
 - 8.3. On 30.07.2024, Respondent intimated approval to the Petitioner for Stage-I grid connectivity for evacuation of 50 MW Hybrid Power at 132 kV Vaghaisya on 66 kV Class for Captive substation.
 - 8.4. The Petitioner on 10.06.2024 applied for Stage-II connectivity and submitted BG dated 04.06.2024 for an amount of Rs. 5 Cr. to GETCO.

- 8.5. On 30.07.2024, Respondent intimated approval to the Petitioner for Stage-II grid connectivity for connection of the project with GETCO 220 kV Mota Kamlapur substation.
- 8.6. The Petitioner is under an obligation to commission the evacuation system within 12 months from the date of grant of Stage-II connectivity i.e. on or before 30.07.2025
- 8.7. The Connection Agreement was executed between Respondent and the Petitioner on 17.08.2024 for establishing connectivity of the project with GETCO substation.
- 8.8. The Respondent on 09.08.2024 issued provisional estimate of supervision charges for erection of 66kV feeder bay for evacuation of 50 MW Hybrid Power evacuation at 132 kV Vaghaisya (GETCO S/s from Hybrid Power Station of M/s Cleanmax Vayu Pvt. Ltd. for captive use under Option-3
- 8.9. The Petitioner on 23.08.2024 paid the supervision charges of Rs.12,19,753/-.
9. The disputed facts between the parties are as under:
- 9.1. Delay due to Right of way issues.
- 9.2. Delay due to uncertainty on aspect of banking.
- 9.3. Delay in 66 kV CRT delivery due to prevailing market demand crisis.

- 9.4. Delay due to unfavourable weather conditions and high wind season.
- 9.5. Delay due to Wind speed at project site
- 9.6. Delay due to confusion on the transferability of connectivity.
10. Now, we deal with the issues one by one which are under dispute between the parties as under:
11. Delay due to Right of Way issues.
- 11.1. The Petitioner submitted that multiple legal notices dated 13.12.2024 were received from a group of local farmers having their land located in Wanker Taluka, Morbi District, alleging that officials or representatives of the Petitioner, along with Opera Energy Pvt. Ltd., unlawfully entered their agricultural lands without obtaining prior permission from the competent authorities or consent from the landowners. The RoW dispute continues to remain unresolved as of the date of this petition, and no amicable solution has yet been reached with the affected landowners, construction work in the impacted stretch remains on hold, this is persisting issue since December 2024 till present.
- 11.2. Per contra the Respondent submitted that it is the responsibility of the Petitioner to establish the evacuation line and obtain all necessary approvals. The estimate dated 09.08.2024 also make it clear that way leave problems, compensation, permissions etc. are to be resolved by the

Petitioner. The Petitioner has merely referred to alleged notices on 13.12.2024 and has not demonstrated any effort or proceedings by the Petitioner. From the notices, it appears that there is unauthorised survey carried out by the Petitioner without any intimation or discussion and without any approvals or permissions. The Petitioner has not provided the date of the approval under Section 68 and 164 nor has taken any action under the Telegraph Act or otherwise, in regard to solving of ROW issues. The Petitioner has referred to alleged letters/applications on 27.12.2024 and early January 2025 and undated Letter of Information allegedly by the Petitioner. This is only for limited period and does not justify the claim of any continuous ROW or the claim that villagers are till date not allowing the Petitioner to undertake work relating to the line.

- 11.3. We note the submission of the Petitioner that the Petitioner initiated the work on construction of the evacuation infrastructure but the construction of the same has been delayed due to unforeseen reasons/ reasons not attributable to the Petitioner. One of the unforeseen reasons cited by the Petitioner is Right of Way issue is concerned, we note that the Petitioner for construction of associated evacuation infrastructure, including erection of electricity poles and transmission lines did a

preliminary land survey in various areas, including certain agricultural lands to identify feasible routes for power line alignment.

- 11.4. We note that the multiple legal notices dated 13.12.2024 were received from a group of local farmers having their land located in Wanker Taluka, Morbi District, the same is reproduced below:

“.....

કાઝી ઝાહિદ અબ્દુલઅઝીઝ
બી.કોમ.એલ.એલ.બી. એડવોકેટ
બજાર રોડ, વાંકાનેર - ૩૮૩૬૨૧

મો.૯૯૭૪૬ ૯૩૬૪૫

રજી.એ.ડી

તા. ૧૩-૧૨-૨૦૨૪

પ્રતિશ્રી

(૧) ઓપેરા એનરજી પ્રા. લી.

ઠે. ૨ જો માળ, ૨૦૭, કુબેર એવન્યુ, પંચ બંગલો રોડ,
ગુરુદ્રારા કોસ રોડ નજીક, જામનગર ૩૬૧૦૦૧,
ભારત, વેન્ડોર કોડ: ૧૦૩૯૪૫.

(૨) ક્લીનમેક્સ વાયુ પ્રા. લી.

ઠે. ૧૩-એ, ૧૩મો માળ, પ્લોટ-૪૦૦,
૫ પેરેગ્રાઈન એપા, કીસ્મત સીનેમા,
પ્રભાદેવી મુંબઈ-૪૦૦૦૨૫

હું વકીલ કાઝી ઝેડ.એ.,એડવોકેટ આ ઉપરથી મારા અસીલ (૧) જીલુબેન અભરામભાઈ મામદભાઈ (૨) શરીફાબેન અભરામભાઈ મામદભાઈ શેરશીયા (૩) મદીનાબેન અભરામભાઈ મામદભાઈ શેરશીયા (૪) નસીમબેન અભરામભાઈ મામદભાઈ શેરશીયા (૫) ઈરફાનભાઈ અભરામભાઈ મામદભાઈ શેરશીયા રહે.

જેતપરડા તા.વાંકાનેરની સુચના અનુસાર તમોને આ નોટિશ આપીને આથી જાણ કરું છું કે :-

(૧) મોરબી જીલ્લાના વાંકાનેર તાલુકાના ગામ જેતપરડા ગામે રેવન્યુ ખાતા નં. ૪૧૦ જેના રેવન્યુ સરવે નાં ૨૦ પૈકી ૨ ની હે. આરે. ૧-૨૧-૪૧ ચો.મી. ની ખેતીની જમીન મારા અસીલોની માલીકી અને કબજા ભોગવટાની આવેલ છે. આપશ્રી તરફથી થોડા દિવસ પહેલા મારા અસીલની ઉપરોક્ત ખેતીની જમીનમા ગેરકાયદેસર પ્રવેશ કરી સરકાર શ્રી દ્વારા નીચત કરવામાં આવેલ ધારા ધોરણો નો ભંગ કરીને અને સરકારશ્રીની નીચત કરેલ સક્ષમ ઓથોરીટી ની જરૂરી મંજૂરી મેળવ્યા વીના અને અમારા અસીલ ની કોઈપણ જાતની સહી, સંમતી, કે મંજૂરી લીધા વીના તદ્દન ગેરકાયદેસર રીતે અમારા અસીલની ઉપરોક્ત ખેતીની જમીનમાં વિંડ સોલાર પ્રોજેક્ટ ની વીજ પોલ ઉભા કરવાનો સરવે કરી ગયેલ હોય, અને આપશ્રીની કંપનીના વીજ પોલ અમારી જમીન ની વચ્ચોવચ આવતા હોઈ જેના કારણે અમારા અસીલને ખેતીકામ કરવામાં ઘણી બધી તકલીફો મારા અસીલોને ઉભી થાય તેવી પરીસ્થિતીનું નિર્માણ સ્થાનીકે થયેલ છે.

(૨) આમ અમારા અસીલની ખેતીની જમીનમાંથી ગેરકાયદેસર રીતે વીજ પોલ ઉભા કરવામાં આવે તો તે વીજપોલ પરથી તેવી વીજ લાઈન પસાર કરવાની હોય, જેના કારણે અમોના અસીલની ખેતીની જમીન અને તેઓના જાન માલની હાની થાય તેમ હોય અને અમારા અસીલની જમીનમાં ખેતી થઈ શકે નહીં અને અમારા અસીલની જમીન ડેવલોપ થઈ શકે નહીં અને આ જમીન ડેવલોપ માટે કોઈને વેચી શકે નહીં અને અમારા અસીલની જમીનની કીમતમાં ધરખમ ઘટાડો થાય અને અમારા અસીલ ને વીના કારણે નુકશાન વહેઠવું પડે તેમ હોય અને મારા અસીલની આ જમીનમાં આવી ગેરકાયદેસર વીજ લાઈન પસાર કરવાનો આપશ્રીને કાયદેસરનો કોઈ હકક અધીકાર ન હોય અને અમારા અસીલના હકક અધીકારને નુકશાન જાય તેમ છે.

(૩) આમ, આપશ્રી તરફથી મારા અસીલની જમીનમાં ગેરકાયદેસર રીતે સરવે કરી મારા અસીલોની ઉપરોક્ત જમીનની વચ્ચોવચ પસાર કરવામાં આવતી વીજ લાઈનના કારણે મારા અસીલોને વિના કારણે નુકશાન વહેઠવું પડે તેમ હોય અને તેવી પરીસ્થિતિ નિર્માણ થાય તેમ હોય કઅને આપશ્રી ની કંપની તરફથી મારા અસીલોની જમીનની વચ્ચો વચ આવે તે રીતે ગેરકાયેસર વીજ પોલ ઉભા કરવાની ગેરકાયદેસરની કામગીરી હાથ ધરવાના હોય જે આપશ્રીનું કૃત્ય ગેરકાયદેસરનું,

ગેરવ્યાજબી અને ગેરબંધારણીય હોય જેથી મારા અસીલોને હાલની આ નોટીસ તમોને અમારા મારફત આપવા ફરજ પડેલ છે.

(૪) સબબ, આ નોટીસથી તમોને જાણ કરવામાં આવે છે કે, આ નોટીસ આપશ્રીને મળ્યેથી દિન-૧૫ મા મારા અસીલોને રૂબરૂ મળી. તેઓને થતા નુકશાન બાબતે વાતચીત કરી કાયમી પશ્ચાત્ત આપવા તેમજ કાયદેસર રીતે વીજ લાઈન પસાર કરવા જણાવવામાં આવે છે અને જો તે પ્રમાણે વર્તવામાં તમો કસુર કરશો તો મારા અસીલ તમારા સામે તમારા હિસાબે અને જોખમે આગળની દિવાની તેમજ ફોજદારી રાહે કાયદેસરની કાર્યવાહી કરશે જેની તમો સ્પષ્ટપણે નોંધ લેશો.

વાંકાનેર
તા. ૧૩ મી ડીસે. ૨૦૨૪

(કાઝી અહિદ એ.)
એડવોકેટ

“.....
કાઝી અહિદ અબ્દુલઅઝીઝ
બી.કોમ.એલ.એલ.બી. એડવોકેટ

મો.૯૯૭૪૬ ૯૩૬૪૫
બજાર રોડ, વાંકાનેર - ૩૯૩૬૨૧
તા. ૧૩-૧૨-૨૦૨૪

પ્રતિશ્રી

(૧) ઓપેરા એનરજી પ્રા. લી.
ઠે. ૨ જો માળ, ૨૦૭, કુબેર એવન્યુ, પંચ બંગલો રોડ,
ગુરુદ્રારા કોસ રોડ નજીક, જામનગર ૩૬૧૦૦૧,
ભારત, વેન્ડોર કોડ: ૧૦૩૯૪૫.

(૨) ક્લીનમેક્સ વાયુ પ્રા. લી.
ઠે. ૧૩-એ, ૧૩મો માળ, પ્લોટ-૪૦૦,
૫ પેરેગ્રાઈન એપા, કીસ્મત સીનેમા,
પ્રભાદેવી મુંબઈ-૪૦૦૦૨૫

હું વકીલ કાઝી એડ.એ., એડવોકેટ આ ઉપરથી મારા અસીલ (૧) શેરસીયા માહમદભાઈ જલાલભાઈ (૨) શેરસીયા હુશનભાઈ જલાલભાઈ (૩) શેરસીયા

નીચામતબેન જલ્લાલભાઈ રહે. જેતપુરડા તા.વાંકાનેરની સૂચના અનુસાર તમોને આ નોટિશ આપીને આથી જાણ કરુ છુ :-

(૧) મોરબી જીલ્લાના વાંકાનેર તાલુકાના ગામ જેતપરડા ગામે રેવન્યુ ખાતા નં. ૧૩ જેના રેવન્યુ સરવે નાં. ૫૧/૧ પકી ૧ ની હે. આરે. ૧-૦૯-૨૭ ચો.મી. ની ખેતીની જમીન મારા અસીલોની માલીકી અને કબજા ભોગવટાની આવેલ છે. આપશ્રી તરફથી થોડા દિવસ પહેલા મારા અસીલની ઉપરોક્ત ખેતીની જમીનમા ગેરકાયદેસર પ્રવેશ કરી સરકાર શ્રી દ્વારા નીચત કરવામાં આવેલ ધારા ધોરણો નો ભંગ કરીને અને સરકારશ્રીની નીચત કરેલ સક્ષમ ઓથોરીટી ની જરૂરી મંજૂરી મેળવ્યા વીના અને અમારા અસીલ ની કોઈપણ જાતની સહી, સંમતી, કે મંજૂરી લીધા વીના તદ્દન ગેરકાયદેસર રીતે અમારા અસીલની ઉપરોક્ત ખેતીની જમીનમાં વિંડ સોલાર પ્રોજેક્ટ ની વીજ પોલ ઉભા કરવાનો સરવે કરી ગયેલ હોય, અને આપશ્રીની કંપનીના વીજ પોલ અમારી જમીન ની વચ્ચોવચ આવતા હોઈ જેના કારણે અમારા અસીલને ખેતીકામ કરવામાં ઘણી બધી તકલીફો મારા અસીલોને ઉભી થાય તેવી પરીસ્થિતીનું નિર્માણ સ્થાનીકે થયેલ છે.

(૨) આમ અમારા અસીલની ખેતીની જમીનમાંથી ગેરકાયદેસર રીતે વીજ પોલ ઉભા કરવામાં આવે તો તે વીજપોલ પરથી તેવી વીજ લાઈન પસાર કરવાની હોય, જેના કારણે અમોના અસીલની ખેતીની જમીન અને તેઓના જાન માલની હાની થાય તેમ હોય અને અમારા અસીલની જમીનમાં ખેતી થઈ શકે નહીં અને અમારા અસીલની જમીન ડેવલોપ થઈ શકે નહીં અને આ જમીન ડેવલોપ માટે કોઈને વેચી શકે નહીં અને અમારા અસીલની જમીનની કીમતમાં ધરખમ ઘટાડો થાય અને અમારા અસીલ ને વીના કારણે નુકશાન વહેઠવું પડે તેમ હોય અને મારા અસીલની આ જમીનમાં આવી ગેરકાયદેસર વીજ લાઈન પસાર કરવાનો આપશ્રીને કાયદેસરનો કોઈ હકક અધીકાર ન હોય અને અમારા અસીલના હકક અધીકારને નુકશાન જાય તેમ છે.

(૩) આમ, આપશ્રી તરફથી મારા અસીલની જમીનમાં ગેરકાયદેસર રીતે સરવે કરી મારા અસીલોની ઉપરોક્ત જમીનની વચ્ચોવચ પસાર કરવામાં આવતી વીજ લાઈનના કારણે મારા અસીલોને વિના કારણે નુકશાન વહેઠવું પડે તેમ હોય અને તેવી પરીસ્થિતિ નિર્માણ થાય તેમ હોય કઅને આપશ્રી ની કંપની તરફથી મારા અસીલોની જમીનની વચ્ચો વચ આવે તે રીતે ગેરકાયેસર વીજ પોલ ઉભા કરવાની ગેરકાયદેસરની કામગીરી હાથ ધરવાના હોય જે આપશ્રીનું કૃત્ય ગેરકાયદેસરનું,

ગેરવ્યાજબી અને ગેરબંધારણીય હોય જેથી મારા અસીલોને હાલની આ નોટીસ તમોને અમારા મારફત આપવા ફરજ પડેલ છે.

(૪) સબબ, આ નોટીસથી તમોને જાણ કરવામાં આવે છે કે, આ નોટીસ આપશ્રીને મળ્યેથી દિન-૧૫ મા મારા અસીલોને રૂબરૂ મળી. તેઓને થતા નુકશાન બાબતે વાતચીત કરી કાયમી પશ્ચનો હલ કરવા તેમજ કાયદેસર રીતે વીજ લાઈન પસાર કરવા જણાવવામાં આવે છે અને જો તે પ્રમાણે વર્તવામાં તમો કસુર કરશો તો મારા અસીલ તમારા સામે તમારા હીસાબે અને જોખમે આગળની દિવાની તેમજ ફોજદારી રાહે કાયદેસરની કાર્યવાહી કરશે જેની તમો સ્પષ્ટપણે નોંધ લેશો.

વાંકાનેર
તા. ૧૩ મી ડીસે. ૨૦૨૪

(કાઝી અહિંદ એ.)
એડવોકેટ

.....”

“.....
કાઝી અહિંદ અબ્દુલઅઝીઝ
બી.કોમ.એલ.એલ.બી. એડવોકેટ

મો.૯૯૭૪૬ ૯૩૬૪૫

બજાર રોડ, વાંકાનેર - ૩૯૩૬૨૧

રજી.એ.ડી

તા. ૧૩-૧૨-૨૦૨૪

પ્રતિશ્રી

(૧) ઓપેરા એનરજી પ્રા. લી.

ઠે. ૨ જો માળ, ૨૦૭, કુબેર એવન્યુ, પંચ બંગલો રોડ,
ગુરુદ્રારા કોસ રોડ નજીક, જામનગર ૩૬૧૦૦૧,
ભારત, વેન્ડોર કોડ: ૧૦૩૯૪૫.

(૨) ક્લીનમેક્સ વાયુ પ્રા. લી.

ઠે. ૧૩-એ, ૧૩મો માળ, પ્લોટ-૪૦૦,
૫ પેરેગ્રાઈન એપા, કીસ્મત સીનેમા,
પ્રભાદેવી મુંબઈ-૪૦૦૦૨૫

હું વકીલ કાઝી ઝેડ.એ.,એડવોકેટ આ ઉપરથી મારા અસીલ (૧) અબ્દુલમજીદભાઈ અલાવદીભાઈ કડીવાર (૨) ઉસ્માનભાઈ આહમદભાઈ કડીવાર રહે.

જેતપુરડા તા.વાંકાનેરની સૂચના અનુસાર તમોને આ નોટિશ આપીને આથી જાણ કરુ છું :-

(૧) મોરબી જિલ્લાના વાંકાનેર તાલુકાના ગામ જેતપુરડા ગામે રેવન્યુ ખાતા ખાતા નાં.૪૮૯ જેના રેવન્યુ સરવે નાં ૪૨ પૈકી ૧ ની હે. આરે. ૧-૦૦-૧૬ ચો.મી. ની ખેતીની જમીન મારા અસીલોની માલીકી અને કબજા ભોગવટાની આવેલ છે. આપશ્રી તરફથી થોડા દિવસ પહેલા મારા અસીલની ઉપરોક્ત ખેતીની જમીનમા ગેરકાયદેસર પ્રવેશ કરી સરકાર શ્રી દ્વારા નીચત કરવામાં આવેલ ધારા ધોરણો નો ભંગ કરીને અને સરકારશ્રીની નીચત કરેલ સક્ષમ ઓથોરીટી ની જરૂરી મંજૂરી મેળવ્યા વીના અને અમારા અસીલ ની કોઈપણ જાતની સહી, સંમતી, કે મંજૂરી લીધા વીના તદ્દન ગેરકાયદેસર રીતે અમારા અસીલની ઉપરોક્ત ખેતીની જમીનમાં વિંડ સોલાર પ્રોજેક્ટ ની વીજ પોલ ઉભા કરવાનો સરવે કરી ગયેલ હોય, અને આપશ્રીની કંપનીના વીજ પોલ અમારી જમીન ની વચ્ચોવચ આવતા હોઈ જેના કારણે અમારા અસીલને ખેતીકામ કરવામાં ઘણી બધી તકલીફો મારા અસીલોને ઉભી થાય તેવી પરીસ્થિતીનું નિર્માણ સ્થાનીકે થયેલ છે.

(૨) આમ અમારા અસીલની ખેતીની જમીનમાંથી ગેરકાયદેસર રીતે વીજ પોલ ઉભા કરવામાં આવે તો તે વીજપોલ પરથી તેવી વીજ લાઈન પસાર કરવાની હોય, જેના કારણે અમોના અસીલની ખેતીની જમીન અને તેઓના જાન માલની હાની થાય તેમ હોય અને અમારા અસીલની જમીનમાં ખેતી થઈ શકે નહીં અને અમારા અસીલની જમીન ડેવલોપ થઈ શકે નહીં અને આ જમીન ડેવલોપ માટે કોઈને વેચી શકે નહીં અને અમારા અસીલની જમીનની કીમતમાં ધરખમ ઘટાડો થાય અને અમારા અસીલ ને વીના કારણે નુકશાન વહેઠવું પડે તેમ હોય અને મારા અસીલની આ જમીનમાં આવી ગેરકાયદેસર વીજ લાઈન પસાર કરવાનો આપશ્રીને કાયદેસરનો કોઈ હકક અધીકાર ન હોય અને અમારા અસીલના હકક અધીકારને નુકશાન જાય તેમ છે.

(૩) આમ, આપશ્રી તરફથી મારા અસીલની જમીનમાં ગેરકાયદેસર રીતે સરવે કરી મારા અસીલોની ઉપરોક્ત જમીનની વચ્ચોવચ પસાર કરવામાં આવતી વીજ લાઈનના કારણે મારા અસીલોને વિના કારણે નુકશાન વહેઠવું પડે તેમ હોય અને તેવી પરીસ્થિતિ નિર્માણ થાય તેમ હોય કઅને આપશ્રી ની કંપની તરફથી મારા અસીલોની જમીનની વચ્ચો વચ આવે તે રીતે ગેરકાયેસર વીજ પોલ ઉભા કરવાની ગેરકાયદેસરની કામગીરી હાથ ધરવાના હોય જે આપશ્રીનું કૃત્ય ગેરકાયદેસરનું,

ગેરવ્યાજબી અને ગેરબંધારણીય હોય જેથી મારા અસીલોને હાલની આ નોટીસ તમોને અમારા મારફત આપવા ફરજ પડેલ છે.

(૪) સબબ, આ નોટીસથી તમોને જાણ કરવામાં આવે છે કે, આ નોટીસ આપશ્રીને મળ્યેથી દિન-૧૫ મા મારા અસીલોને રૂબરૂ મળી. તેઓને થતા નુકશાન બાબતે વાતચીત કરી કાયમી પશ્ચાત્ત આપવા તેમજ કાયદેસર રીતે વીજ લાઈન પસાર કરવા જણાવવામાં આવે છે અને જો તે પ્રમાણે વર્તવામાં તમો કસુર કરશો તો મારા અસીલ તમારા સામે તમારા હિસાબે અને જોખમે આગળની દિવાની તેમજ ફોજદારી રાહે કાયદેસરની કાર્યવાહી કરશે જેની તમો સ્પષ્ટપણે નોંધ લેશો.

વાંકાનેર
તા. ૧૩ મી ડીસે. ૨૦૨૪

(કાઝી અહિદ એ.)
એડવોકેટ
.....”

- 11.5. The above-mentioned documents are legal notice issued by Adv. Kazi Zahid on 13.12.2024 on behalf of group of local farmers having their land located in Wanker Taluka, Morbi District, alleging that officials or representatives of the Petitioner, along with Opera Energy Pvt. Ltd. unlawfully entered their agricultural land without obtaining prior permission from the competent authorities or consent from the landowners. The notice further claims that no signatures, consultation or involvement of the farmers was taken, and that the survey and proposed erection of electricity poles were conducted in complete violation of applicable legal and regulatory norms. The farmers contend that the erection of electricity pole through the middle of their land would severely disrupt agricultural operations, diminish the utility and value of

the land and pose risks to life and property due to high tension power lines passing overhead. They assert that such actions are illegal.

11.6. We note that the Petitioner on 10.01.2025 sent response to the notice issued on 13.12.2024 by the advocate of the Landowners and tried to resolve the issue amicably. The same is reproduced below:

“.....

CLEAN MAX VAYU PRIVATE LIMITED

Registered office – 13 A, FLOOR -13, PLOT-400, THE PEREGRINE, APARTMENT, KISMAT CINEMA, PRABHADEVI, MUMBAI – 400025.

તા. ૧૦/૦૧/૨૦૨૫

પ્રતિ,

(૧) શેરશીયા માહમદભાઈ જલ્લાલભાઈ

(૨) શેરશીયા હુશેનભાઈ જલ્લાલભાઈ

(૩) શેરશીયા નીયામત જલ્લાલભાઈ

રહે. જેતપરડા તા.વાંકાનેર જિ.મોરબી

વિષય :- આપશ્રીની નોટિસ અન્વયેનો જવાબ.

ઉપરોક્ત વિષય અન્વયે જણાવવાનું કે, આપશ્રી દ્વારા મોરબી જીલ્લાના વાંકાનેર તાલુકાના ગામ જેતપરડા ગામે રેવન્યુ ખાતા નં.૧૩ જેના રેવન્યુ સરવે નં. ૫૧/૧ પૈકી ૧ ની હે. આરે.૧-૦૯-૨૭ ચો.મી. જમીનમાં વીજપોલ નાખવા બાબતે તથા લાઇન નાખવાના કામે નોટિસ અન્વયે મુદ્દાઓ રજૂ કરેલ છે. ઉક્ત મુદ્દાઓ અન્વયે કંપની દ્વારા યોગ્ય સ્થળ પર ખરાઈ કરાવી અને આપની જમીનમાં આવેલ પોલ/લાઇન બાબતે બંને પક્ષો દ્વારા યોગ્ય ઉકેલ લાવી અને જરૂરી વળતર ચૂકવવામાં આવશે જે ધ્યાને લેવા વિનંતી.

ક્લીન મેક્સ વાયુ પ્રાઇવેટ લીમીટેડ વતી,

.....”

“.....

CLEAN MAX VAYU PRIVATE LIMITED

Registered office – 13 A, FLOOR -13, PLOT-400, THE PEREGRINE, APARTMENT, KISMAT CINEMA, PRABHADEVI, MUMBAI – 400025.

તા. ૧૦/૦૧/૨૦૨૫

પ્રતિ,

(૧) અબ્દુલમજીદભાઈ અલાવદીભાઈ કડીવાર

(૨) ઉસમાનભાઈ આહમદભાઈ કડીવાર
રહે. જેતપરડા તા.વાંકાનેર જિ.મોરબી

વિષય :- આપશ્રીની નોટિસ અન્વયેનો જવાબ.

ઉપરોક્ત વિષય અન્વયે જણાવવાનું કે, આપશ્રી દ્વારા મોરબી જિલ્લાના વાંકાનેર તાલુકાના ગામ જેતપરડા ગામે રેવન્યુ ખાતા નાં. ૪૮૯ જેના રેવન્યુ સરવે નં. ૪૨ પૈકી ૧ ની હે. આરે.૧-૦૦-૧૬ ચો.મી. જમીનમાં વીજપોલ નાખવા બાબતે તથા લાઇન નાખવાના કામે નોટિસ અન્વયે મુદ્દાઓ રજૂ કરેલ છે. ઉક્ત મુદ્દાઓ અન્વયે કંપની દ્વારા યોગ્ય સ્થળ પર ખરાઈ કરાવી અને આપની જમીનમાં આવેલ પોલ/લાઇન બાબતે બંને પક્ષો દ્વારા યોગ્ય ઉકેલ લાવી અને જરૂરી વળતર ચૂકવવામાં આવશે જે ધ્યાને લેવા વિનંતી.

ક્લીન મેક્સ વાયુ પ્રાઇવેટ લીમીટેડ વતી,

.....”

“.....

CLEAN MAX VAYU PRIVATE LIMITED

Registered office – 13 A, FLOOR -13, PLOT-400, THE PEREGRINE, APARTMENT, KISMAT CINEMA, PRABHADEVI, MUMBAI – 400025.

પ્રતિ,

- (૧) જીલુબેન અભરામભાઈ મામદભાઈ
 - (૨) શરીફાબેન અભરામભાઈ મામદભાઈ શેરશીયા
 - (૩) મદીનાબેન અભરામભાઈ મામદભાઈ શેરશીયા
 - (૪) નસીમબેન અભરામભાઈ મામદભાઈ શેરશીયા
 - (૫) ઇરફાનભાઈ અભરામભાઈ મામદભાઈ શેરશીયા
- રહે. જેતપરડા તા.વાંકાનેર જિ.મોરબી

વિષય :- આપશ્રીની નોટિસ અન્વયેનો જવાબ.

ઉપરોક્ત વિષય અન્વયે જણાવવાનું કે, આપશ્રી દ્વારા મોરબી જિલ્લાના વાંકાનેર તાલુકાના ગામ જેતપરડા ગામે રેવન્યુ ખાતા નાં. ૪૧૦ જેના રેવન્યુ સરવે નં. ૨૦ પૈકી ૨ ની હે. આરે.૧-૨૧-૪૧ ચો.મી. જમીનમાં વીજપોલ નાખવા બાબતે તથા લાઇન નાખવાના કામે નોટિસ અન્વયે મુદ્દાઓ રજૂ કરેલ છે. ઉક્ત મુદ્દાઓ અન્વયે કંપની દ્વારા યોગ્ય સ્થળ પર ખરાઈ કરાવી અને આપની જમીનમાં આવેલ પોલ/લાઇન બાબતે બંને પક્ષો દ્વારા યોગ્ય ઉકેલ લાવી અને જરૂરી વળતર ચૂકવવામાં આવશે જે ધ્યાને લેવા વિનંતી.

ક્લીન મેક્સ વાયુ પ્રાઇવેટ લીમીટેડ વતી,

.....”

- 11.7. We note Petitioner's submission that in view of these allegations and to avoid any conflict or violation, the Petitioner has temporarily suspended construction activities in the affected areas and now seeks an appropriate extension of time to resolve the Right of Way issues lawfully and engage with stakeholders in accordance with government guidelines.
- 11.8. We note that the Petitioner also approached the district administration for support in this regard. In spite of all efforts the issue could not be resolved for Survey No. 22-P-2, 40-P-1, 51/1/P1 since the developer was serious in the development of its project and finally decided to change the route and construct the evacuation through underground cables despite of being done at a much higher cost. The identification of the new route for the underground cabling, acquisition and the extra efforts for the excavation of trenches for the underground cables affected a delay of 160 days for the development of the evacuation system using Underground cables.
- 11.9. We note that there were ROW issues which arose for the internal transmission lines from the WTGs to the common pooling station for which the developer approached the Mamlatdar/Dy. Collector for the resolution of the land issue with notices of the land owners/ farmers

issued on 26.07.2025 farmers and the same was under consideration of the said authority. The said notice dated 26.07.2025 issued by land owners / farmer is reproduced below:

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કાઝી ઝાહિદ અબ્દુલઅઝીઝ
બી.કોમ.એલ.એલ.બી.
બજારરોડ,વાકાંનેર.
તા.૨૬/૦૭/૨૦૨૫

પ્રતિ

ઓપેરા એનરજી પ્રાઇવેટ લીમીટેડ
ઠે. ૨ જો માળ, ૨૦૭, કુબેર એવન્યુ, પંચ બંગલો રોડ,
ગુરુદ્વારા કોસ રોડ નજીક, જામનગર ૩૬૧૦૦૧,

ક્લીન મેક્સ વાયુ પ્રાઇવેટ લીમીટેડ
ઠે. ૧૩-એ, ૧૩મો માળ, પ્લોટ-૪૦૦,
ધ પેરેગ્રીન એપાર્ટમેન્ટ, કિસ્મત સીનેમા,
પ્રભાદેવી મુંબઈ-૪૦૦૦૨૫

આથી આ નોટિસથી આપને જાણ કરવામા છે (૧) શાહેરાબેન અલાવદીભાઈ
પરાસરા (૨) મેમનુબેન અલાવાદી ભાઈ પરાસરા રહે સરધારકા તા.વાકાંનેર જિ.
મોરબીની સૂચના અનસુાર

(૧) મોરબી જીલ્લાના વાકાંનેર તાલુકાના ગામ સરધારકા ગામે રેવન્યુ ખાતા નાં.
૧૯૭ જેના રેવન્યુ સરવે નં. ૪૨૨ ની હે. આર. ૨-૪૮-૮૮ ચો.મી ની ખેતીની જમીન
મારા અસીલનોની માલિકી અને કબજા ભોગવટાની આવેલ છે. આપશ્રી તરફથી થોડા
દિવસ પહેલા મારા અસીલોની માલિકી અને કબજા ભોગવટાની આવેલ છે. આપશ્રી
તરફથી થોડા દિવસ પહેલા મારા અસીલની ઉપરોક્ત ખેતીની જમીનમા ગેરકાયદેસર
પ્રવેશ કરી સરકાર શ્રી દ્વારા નીચત કરવામાં આવેલ ધારા ધોરણો નો ભંગ કરીને અને
સરકારશ્રીની નીચત કરેલ સક્ષમ ઓથોરીટી ની જરૂરી મંજૂરી મેળવ્યા વીના અને

અમારા અસીલ ની કોઈપણ જાતની સહી, સંમતી, કે મંજૂરી લીધા વીના તદ્દન ગેરકાયદેસર રીતે અમારા અસીલની ઉપરોક્ત ખેતીની જમીનમાં વિંડ સોલાર પ્રોજેક્ટ ની વીજ પોલ ઉભા કરવાનો સરવે કરી ગયેલ હોય, અને આપશ્રીની કંપનીના વીજ પોલ અમારી જમીન ની વચ્ચોવચ આવતા હોઈ જેના કારણે અમારા અસીલને ખેતીકામ કરવામાં ઘણી બધી તકલીફો મારા અસીલોને ઉભી થાય તેવી પરીસ્થીતીનું નિર્માણ સ્થાનીકે થયેલ છે.

(૨) આમ અમારા અસીલની ખેતીની જમીનમાંથી ગેરકાયદેસર રીતે વીજ પોલ ઉભા કરવામાં આવે તો તે વીજપોલ પરથી તેવી વીજ લાઈન પસાર કરવાની હોય, જેના કારણે અમોના અસીલની ખેતીની જમીન અને તેઓના જાન માલની હાની થાય તેમ હોય અને અમારા અસીલની જમીનમાં ખેતી થઈ શકે નહીં અને અમારા અસીલની જમીન ડેવલોપ થઈ શકે નહીં અને આ જમીન ડેવલોપ માટે કોઈને વેચી શકે નહીં અને અમારા અસીલની જમીનની કીમતમાં ધરખમ ઘટાડો થાય અને અમારા અસીલ ને વીના કારણે નુકશાન વહેંઠવું પડે તેમ હોય અને મારા અસીલની આ જમીનમાં આવી ગેરકાયદેસર વીજ લાઈન પસાર કરવાનો આપશ્રીને કાયદેસરનો કોઈ હકક અધીકાર ન હોય અને અમારા અસીલના હકક અધીકારને નુકશાન જાય તેમ છે.

(૩) આમ, આપશ્રી તરફથી મારા અસીલની જમીનમાં ગેરકાયદેસર રીતે સરવે કરી મારા અસીલોની ઉપરોક્ત જમીનની વચ્ચોવચ પસાર કરવામાં આવતી વીજ લાઈનના કારણે મારા અસીલોને વિના કારણે નુકશાન વહેંઠવું પડે તેમ હોય અને તેવી પરીસ્થીતિ નિર્માણ થાય તેમ હોય કઅને આપશ્રી ની કંપની તરફથી મારા અસીલોની જમીનની વચ્ચો વચ આવે તે રીતે ગેરકાયેસર વીજ પોલ ઉભા કરવાની ગેરકાયદેસરની કામગીરી હાથ ધરવાના હોય જે આપશ્રીનું કૃત્ય ગેરકાયદેસરનું, ગેરવ્યાજબી અને ગેરબંધારણીય હોય જેથી મારા અસીલોને હાલની આ નોટીસ તમોને અમારા મારફત આપવા ફરજ પડેલ છે.

(૪) સરકારશ્રીના નિય મુજબ ૧૩૨ ક. વોલ્ટ વીજ થાંભલા કોઈ પણ રહેણાંક, વાડી કે શેઠા થી ઓછામાં ઓછા ૨૦ મીટર દૂર હોવા ફરજિયાત છે. અમારા અસીલની જમીનમાં નાખવામાં આવેલા થાંભલા આ નિયમના વિરૂદ્ધ છે.

(પ) વધુમાં તરત જ (site) પર લાયકાતવાલા ઇન્જિનયર / ટેકિનિશિયન દ્વારા સાઇટ સર્વે અમારા અસીલની હાજરીમાં કરાવીને, લાઇન્સ-થાંભલાની ચોક્કસ સ્થાનિક માપણી કરાવી યોગ્ય રૂપરેખા હેઠળ પૂરતું વળતર આપવા નોંધ લેશો.

(ડ) સબબ, આ નોટીસથી તમોને જાણ કરવામાં આવે છે કે, આ નોટીસ આપશ્રીને મળ્યેથી દિન- ૧૫ માં મારા અસીલોને રૂબરૂ મળી. તેઓને થતા નુકશાન બાબતે વાતચીત કરી કાયમી પશ્ચનો હલ કરવા તેમજ કાયદેસર રીતે વીજ લાઇન પસાર કરવા જણાવવામાં આવે છે અને જો તે પ્રમાણે વર્તવામાં તમો કસુર કરશો તો મારા અસીલ તમારા સામે તમારા હીસાબે અને જોખમે આગળની દિવાની તેમજ ફોજદારી રાહે કાયદેસરની કાર્યવાહી કરશે જેની તમો સ્પષ્ટપણે નોંધ લેશો.

વાંકાનેર
તા. ૨૬/૦૭/૨૦૨૫

(કાઝી અહિંદ એ.)

એડવોકેટ

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કાઝી અહિંદ અબ્દુલઅઝીઝ
બી.કોમ.એલ.એલ.બી.

બજાર રોડ, વાકાંનેર.
તા. ૨૬/૦૭/૨૦૨૫

પ્રતિ

ઓપેરા એનરજી પ્રાઇવેટ લીમીટેડ

ઠે. ૨ જો માળ, ૨૦૭, કુબેર એવન્યુ, પંચ બંગલો રોડ,
ગુરૂદ્વારા કોસ રોડ નજીક, જામનગર ૩૬૧૦૦૧,

ક્લીનમેક્સ વાયુ પ્રાઇવેટ લીમીટેડ

ઠે. ૧૩-એ, ૧૩મો માળ, પ્લોટ-૪૦૦,

ધ પેરેગ્રીન એપાર્ટમેન્ટ, કિસ્મત સીનેમા,

પ્રભાદેવી મુંબઈ-૪૦૦૦૨૫

આથી આ નોટિસથી આપને જાણ કરવામા છે (૧) શ્રીમાન ગાંડુભાઈ રત્નભાઈ (૨) કુંવરબેન ગાંડુભાઈ વાટુકીયા (૩) જસૂબેન ગાંડુભાઈ વાટુકીયા (૪) જાદવજીભાઈ ગાંડુભાઈ વાટુકીયા (૫) મધુબેન ગાંડુભાઈ વાટુકીયા (૬) જગદીશભાઈ ગાંડુભાઈ વાટુકીયા રહે. સરધારકા તા.વાકાંનેર જિ. મોરબીની સૂચના અનુસાર

(૧) મોરબી જીલ્લાના વાકાંનેર તાલુકાના ગામ સરધારકા ગામે રેવન્યુ ખાતા નાં. ૧૮૬ જેના રેવન્યુ સરવે નં. ૪૩૦ ની હે. આર. ૧-૮૦-૦૮ ચો.મી ની ખેતીની જમીન મારા અસીલનોની માલિકી અને કબજા ભોગવટાની આવેલ છે. આપશ્રી તરફથી થોડા દિવસ પહેલા મારા અસીલોની માલિકી અને કબજા ભોગવટાની આવેલ છે. આપશ્રી તરફથી થોડા દિવસ પહેલા મારા અસીલની ઉપરોક્ત ખેતીની જમીનમા ગેરકાયદેસર પ્રવેશ કરી સરકાર શ્રી દ્વારા નીચત કરવામાં આવેલ ધારા ધોરણો નો ભંગ કરીને અને સરકારશ્રીની નીચત કરેલ સક્ષમ ઓથોરીટી ની જરૂરી મંજૂરી મેળવ્યા વીના અને અમારા અસીલ ની કોઈપણ જાતની સહી, સંમતી, કે મંજૂરી લીધા વીના તદ્દન ગેરકાયદેસર રીતે અમારા અસીલની ઉપરોક્ત ખેતીની જમીનમાં વિંડ સોલાર પ્રોજેક્ટ ની વીજ પોલ ઉભા કરવાનો સરવે કરી ગયેલ હોય, અને આપશ્રીની કંપનીના વીજ પોલ અમારી જમીન ની વચ્ચોવચ આવતા હોઈ જેના કારણે અમારા અસીલને ખેતીકામ કરવામાં ઘણી બધી તકલીફો મારા અસીલોને ઉભી થાય તેવી પરીસ્થિતીનું નિર્માણ સ્થાનિકે થયેલ છે.

(૨) આમ અમારા અસીલની ખેતીની જમીનમાંથી ગેરકાયદેસર રીતે વીજ પોલ ઉભા કરવામાં આવે તો તે વીજપોલ પરથી તેવી વીજ લાઈન પસાર કરવાની હોય, જેના કારણે અમોના અસીલની ખેતીની જમીન અને તેઓના જાન માલની હાની થાય તેમ હોય અને અમારા અસીલની જમીનમાં ખેતી થઈ શકે નહીં અને અમારા અસીલની જમીન ડેવલોપ થઈ શકે નહીં અને આ જમીન ડેવલોપ માટે કોઈને વેચી શકે નહીં અને અમારા અસીલની જમીનની કીમતમાં ધરખમ ઘટાડો થાય અને અમારા અસીલ ને વીના કારણે નુકશાન વહેઠવું પડે તેમ હોય અને મારા અસીલની આ જમીનમાં આવી ગેરકાયદેસર વીજ લાઈન પસાર કરવાનો આપશ્રીને કાયદેસરનો કોઈ હકક અધીકાર ન હોય અને અમારા અસીલના હકક અધીકારને નુકશાન જાય તેમ છે.

(૩) આમ, આપશ્રી તરફથી મારા અસીલની જમીનમાં ગેરકાયદેસર રીતે સરવે કરી મારા અસીલોની ઉપરોક્ત જમીનની વચ્ચોવચ પસાર કરવામાં આવતી વીજ

લાઈનના કારણે મારા અસીલોને વિના કારણે નુકશાન વહેઠવું પડે તેમ હોય અને તેવી પરીસ્થિતિ નિમાણે થાય તેમ હોય કઅને આપશ્રી ની કંપની તરફથી મારા અસીલોની જમીનની વચ્ચે વચ્ચે આવે તે રીતે ગેરકાયદેસર વીજ પોલ ઉભા કરવાની ગેરકાયદેસરની કામગીરી હાથ ધરવાના હોય જે આપશ્રીનું કૃત્ય ગેરકાયદેસરનું, ગેરવ્યાજબી અને ગેરબંધારણીય હોય જેથી મારા અસીલોને હાલની આ નોટીસ તમોને અમારા મારફત આપવા ફરજ પડેલ છે.

(૪) સરકારશ્રીના નિયમ મુજબ ૧૩૨ ક. વોલ્ટ વીજ થાંભલા કોઈ પણ રહેણાંક, વાડી કે શેઢા થી ઓછામાં ઓછા ૨૦ મીટર દૂર હોવા ફરજિયાત છે. અમારા અસીલની જમીનમાં નાખવામાં આવેલા થાંભલા આ નિયમના વિરૂદ્ધ છે.

(૫) વધુમાં તરત જ (site) પર લાયકાતવાળા ઇન્જિનિયર / ટેકિનિશિયન દ્વારા સાઈટ સર્વે અમારા અસીલની હાજરીમાં કરાવીને, લાઇન્સ-થાંભલાની ચોક્કસ સ્થાનિક માપણી કરાવી યોગ્ય રૂપરેખા હેઠળ પૂરતું વળતર આપવા નોંધ લેશો.

(૬) સબબ, આ નોટીસથી તમોને જાણ કરવામાં આવે છે કે, આ નોટીસ આપશ્રીને મળ્યેથી દિન- ૧૫ માં મારા અસીલોને રૂબરૂ મળી. તેઓને થતા નુકશાન બાબતે વાતચીત કરી કાયમી પશ્ચાત્ત આપવા તેમજ કાયદેસર રીતે વીજ લાઈન પસાર કરવા જણાવવામાં આવે છે અને જો તે પ્રમાણે વર્તવામાં તમો કસુર કરશો તો મારા અસીલ તમારા સામે તમારા હિસાબે અને જોખમે આગળની દિવાની તેમજ ફોજદારી રાહે કાયદેસરની કાર્યવાહી કરશે જેની તમો સ્પષ્ટપણે નોંધ લેશો.

વાંકાનેર
તા. ૨૬/૦૭/૨૦૨૫

(કાઝી અહિંદ એ.)

એડવોકેટ

.....”

11.10. We note that the Petitioner on 26.08.2025 replied to the notice dated

26.07.2025, which is reproduced below:

“

CLEAN MAX VAYU PRIVATE LIMITED

Registered office – 13 A, FLOOR -13, PLOT-400, THE PEREGRINE, APARTMENT, KISMAT
CINEMA, PRABHADEVI, MUMBAI – 400025.

તા. ૨૬/૦૮/૨૦૨૫

પ્રતિ,

(૧) શાહેરાબેન અલાવદીભાઈ પરાસરા

(૨) મેમુનાબેન અલાવાદી ભાઈ પરાસરા

રહે.સરધારકા તા.વાંકાનેર જિ.મોરબી

વકીલશ્રી કાઝી ઝહીદ અબ્દુલઅઝીઝ - વાંકાનેર

વિષય :- આપશ્રીની તા.૨૬/૦૭/૨૦૨૫ ની નોટિસ અન્વયેનો જવાબ.

ઉપરોક્ત વિષય અન્વયે જણાવવાનું કે, આપશ્રી દ્વારા મોરબી જિલ્લાના વાંકાનેર તાલુકાના ગામ સરધારકા ગામે રેવન્યુ ખાતા નં.૧૮૭ જેના રેવન્યુ સરવે નં.૪૨૨ ની હે. આરે.૨-૪૮-૮૮ ચો.મી. જમીનમાં વીજપોલ નાખવા બાબતે તથા લાઇન નાખવાના કામે નોટિસ અન્વયે મુદ્દાઓ રજૂ કરેલ છે. ઉક્ત મુદ્દાઓ અન્વયે કંપની દ્વારા યોગ્ય સ્થળ પર ખરાઈ કરાવી અને આપની જમીનમાં આવેલ પોલ/લાઇન બાબતે બંને પક્ષો દ્વારા યોગ્ય ઉકેલ લાવી અને જરૂરી વળતર ચૂકવવામાં આવશે જે ધ્યાને લેવા વિનંતી.

ક્લીન મેક્સ વાયુ પ્રાઇવેટ લીમીટેડ વતી,

.....”

“.....

CLEAN MAX VAYU PRIVATE LIMITED

Registered office – 13 A, FLOOR -13, PLOT-400, THE PEREGRINE, APARTMENT, KISMAT CINEMA, PRABHADEVI, MUMBAI – 400025.

તા. ૨૬/૦૮/૨૦૨૫

પ્રતિ,

(૧) શ્રીમાન ગાંડુભાઈ રત્નાભાઈ

(૨) કુંવરબેન ગાંડુભાઈ વાટુકીયા

(૩) જસૂબેન ગાંડુભાઈ વાટુકીયા

(૪) જાદવજીભાઈ ગાંડુભાઈ વાટુકીયા

(૫) મધુબેન ગાંડુભાઈ વાટુકીયા

(૬) જગદીશભાઈ ગાંડુભાઈ વાટુકીયા

રહે.સરધારકા તા.વાંકાનેર જિ.મોરબી

વકીલશ્રી કાઝી ઝહીદ અબ્દુલઅઝીઝ - વાંકાનેર

વિષય :- આપશ્રીની તા.૨૬/૦૭/૨૦૨૫ ની નોટિસ અન્વયેનો જવાબ.

ઉપરોક્ત વિષય અન્વયે જણાવવાનું કે, આપશ્રી દ્વારા મોરબી જિલ્લાના વાંકાનેર તાલુકાના ગામ સરધારકા ગામે રેવન્યુ ખાતા નં.૧૮૬ જેના રેવન્યુ સરવે નં.૪૩૦ ની હે. આરે.૧-૮૦-૦૮ ચો.મી.

જમીનમાં વીજપોલ નાખવા બાબતે તથા લાઇન નાખવાના કામે નોટિસ અન્વયે મુદ્દાઓ રજૂ કરેલ છે. ઉક્ત મુદ્દાઓ અન્વયે કંપની દ્વારા યોગ્ય સ્થળ પર ખરાઈ કરાવી અને આપની જમીનમાં આવેલ પોલ/લાઇન બાબતે બંને પક્ષો દ્વારા યોગ્ય ઉકેલ લાવી અને જરૂરી વળતર ચૂકવવામાં આવશે જે ધ્યાને લેવા વિનંતી.

ક્લીન મેક્સ વાયુ પ્રાઇવેટ લીમીટેડ વતી,
.....”

11.11. We note the submission of the petitioner that the ROW for the internal transmission lines still continues and the petitioner has represented to the Dy Collector for resolution of the said issue and requested to resolve the issue of Section 164 and 68 of the Electricity Act, 2003 and Section 16 (1) of the Telegraph Act and ROW issue still continuing from 26.07.2025 till date. The letter dated 25.08.2025 to Mamlatdar is reproduced below:

“

CLEAN MAX VAYU PRIVATE LIMITED

Registered office – 13 A, FLOOR -13, PLOT-400, THE PEREGRINE, APARTMENT, KISMAT CINEMA, PRABHADEVI, MUMBAI – 400025.

Ref: CMV/2025

તા. 25/08/2025

પ્રતિ,

મામલતદારશ્રી

તા. વાંકાનેર, જી. મોરબી.

વિષય :- સરકારી જમીનની હાલની બજાર કિંમત જણાવવા બાબત.

ઉપરોક્ત વિષય અન્વયે જણાવવાનું કે, ક્લીન મેક્સ વાયુ પ્રાઇવેટ લીમીટેડ તથા કોન્ટ્રાક્ટર કંપની દ્વારા વાંકાનેર તાલુકાના સરધારકા ગામે સોલાર પાવર પ્રોજેક્ટ માટે સોલાર પાવર પ્રોજેક્ટ થી પુલિંગ સબ સ્ટેશન સુધી વીજ લાઇન પસાર કરવા અને પોલ નાખવાની કામગીરી ચાલુ થયેલ છે.

સૂચિત લાઇન સરધારકા ગામ અને આસપાસના ગામના સરકારી ખરાબાના સર્વે નંબરમાં આવતી હોય જેથી ઉપરોક્ત વિગતે કંપની દ્વારા વાજબી વળતર ચૂકવવા માટે સરકારશ્રીના પ્રવર્તમાન

ઠરાવ/ કાયદા મુજબ આ સરકારી જમીનોની હાલની બજાર કિંમત જણાવવા તથા લાઇનની કામગીરી દરમિયાન યોગ્ય સહકાર આપવા આપશ્રીને વિનંતી છે.

ઓપનો વિશ્વાસુ,

ક્લીન મેક્ષ વાયુ પ્રાઇવેટ લીમીટેડ વતી,
.....”

11.12. We further note that in the Order dated 22.09.2025 in Petition No. 2458 of 2025 the Commission has observed as under:

“.....

14.7. *We note that the Petitioner obtained all necessary statutory approvals and permissions required for land acquisition and for laying of EHV transmission lines from the Petitioner's PSS to the GSS. The Petitioner pleaded that the actual implementation on ground was severely impeded by grave resistance from local villagers, thereby leading to massive ROW issues.*

14.8. *We note that it is the claim of the Petitioner that these issues significantly hampered the timely construction of the Extra High Voltage transmission lines, thereby directly contributing to delays in the development and commissioning of the associated evacuation infrastructure.*

14.9. *We note that the fundamental objection raised by GETCO to the said issue was that no evidence of ROW issues were provided by the*

Petitioner before the Commission for it to take an informed decision. Specifically, while dealing with this issue and objection, the Petitioner provided relevant chain of documents showcasing the genesis and intensity of ROW issues and nullifying the misplaced contention of GETCO.

- 14.10. We note that the villagers/ protestors/ landholders/ farmers objected to the Petitioner laying transmission lines over their farmland and village territory, and in furtherance of their protest, submitted representations to various government departments and authorities, requiring the transmission line alignment to be altered to exclude their lands. Due to these local agitations and for the erection of transmission towers, thereby halting the progress of the works.*
- 14.11. We note that such resistance from the villagers/ protestors/ landholders/ farmers continues in fringes or in parts till date which the Petitioner is endeavouring to mitigate to its best of abilities.*
- 14.12. The Petitioner has been repeatedly obstructed from undertaking any fieldwork or construction activity pertaining to the EHV line within the affected area. The villagers/ protestors/ landholders/ farmers also escalated the matter to the office of the District*

Collector and have initiated legal proceedings before local courts thereby compounding the delay and rendering the situation beyond the control of the Petitioner. Some of the correspondences in this regard are reproduced below:

“

Farmers of Ranjitpur village

Vill. Ranjitpur, Ta, Kalyanpur Dis. Devbhoomi Dwarka Pin-361315

Application letter

Date-27/12/24

***To,
The Assistant Collector and
The Sub Divisional Magistrate, Dwarka.***

***Subject: An application of objection against 66 kV power line by
Shivman Wind Energy Private Ltd.***

Honourable Sir,

We, the farmers of Ranjitpur village. In Kalyanpur taluka, are engaged in agriculture and make a living from it. Recently, we have come to know that the above-mentioned Shivman Wind Private Ltd. wants to lay a 66 KV private power line from Ranjitpur to Bhatia Power Station from the fields of some account holders of Ranjitpur village and Gurgadh village and we have expressed our opposition to this power line to the company's people many times, But regardless of our objections or protests, this private company is carrying out government work and local work to lay its line.

It has now come to our notice that the Energy and Petrochemicals Department of the Government of Gujarat, vide resolution No. ELA

/202223/145/K dated 21/12/2024, has granted permission to this company to lay a private power line under Sections 68 and 164 of the Indian Electricity Act, subject to a total of 12 conditions. While granting this permission, no written consent was taken from the landowners of the agricultural land through which this private power line passes. Also, no written consent was taken from the Gram Panchayat even. When the power line passes through the farm, the market value of that farm completely decreases, and there is a fear of loss of life and property, besides this, the farmers of other villages Gaga and Bhatia, who are the landowners of this power line, are also strongly opposed to this work, so we, the farmers, request you to cancel this permission given by the government on an immediate basis.

It is our humble request to you to recommend to our government to immediately stop the work of this private power line which has been started from the Bhatia side end and cancel all the approvals that have been given.

.....”

“.....

Mamlatdar office, Kalyanpur

Phone no.. (02891)286-220/286120, Fax no.. (02891)28622

E-Mail: mam-katvanpur@gujarat.gov.in

No. VHV/ Application/11/2025

Date. 01/01/2025

To,
District magistrate,
Devbhoomi Dwaraka,
Village Khambhallya

Subject: Matter of sending application form.

With respect,

In accordance with the above subject, it is to be informed that an application has been submitted by the farmers of Ranjitpur village regarding the objection application against the 66 KV power line by Shivaman Wind Energy Private Limited at this office on 27/12/2024. The

*original application has been sent with this attachment for further action.
Which you are requested to be informed of.*

Sd/-

Mamlatdar Kalyanpur

Enclosure: Original application

Copy sent

Provincial officer Dwarka, At. Dwarka.

.....”

“

Letter Nos PODWR/0005/01/2025. Approved Date: 02-01-2025

Office of the Sub Divisional Magistrate and Provincial Officer, Dwarka

***Tele Phone No. 02892 235753-33/232805, Fax No (02838) 232102 Email-
dwarkaprant@gmail.com***

*To
District Magistrate,
Devbhoomi Dwarka,
Khambhaliya.*

Subject: Regarding sending the application letter:

Respectfully,

In accordance with the above subject, it is kindly hereby informed that, in the application submitted by the farmers of Ranjitpur village on 27/12/2024, Shivman Wind Private Ltd. wants to lay a 66 KV private power line from Ranjitpur to Bhatia Power Station, to which the farmers of Ranjitpur village have raised objections, the application letter of which is hereby submitted. The application letter is hereby attached and submitted, along with this, it is requested to be acknowledged.

(A. S. Awate)

Sub Divisional Magistrate
Dwarka

.....”

“.....

Farmers of Ranjitpur village
Vill. Ranjitpur, Ta, Kalyanpur Dis. Devbhoomi Dwarka Pin-361315

Application letter

Date- 04/01/25

To,

Hon'ble Shri Collector sir

Devbhumi Dwarka (Khambhaliya)

Subject: An application of objection against 66 KV power line by Shivman Wind Energy Private Ltd.

Honourable Sir,

We, the farmers of Ranjitpur village of Kalyanpur taluka, are engaged in agriculture and make a living from it. Today, on 03/01/25, we have received an undated notice from the company that the above-mentioned Shivaman Wind Private Ltd. has laid a 66 KV line from Ranjitpur to Bhatta Power Station from the fields of some account holders of Ranjitpur village and Gurgadh village. Private companies want to lay a power line and we are strongly opposed to this power line because we are small farmers and our family depends on this land, if such a heavy power line is forcibly laid, our cattle and our property will be damaged. Private companies are afraid that if any accident happens in the future, they do not give any guarantee to compensate us. We small people cannot even fight against it. Many farmers' land comes within the radius of the tower and the fibre of this power line. These farmers cannot even build their own houses or cattle stables. As far as we know, no well or pond or other construction can be done within 20-20 meters from the centre of the tower and fibre. So, this is really appropriate and we have already told the company people many

times. But without considering our objections or protests, this private company is doing the government work and local work to lay its line.

It has now come to our notice that the Energy and Petrochemicals Department of the Government of Gujarat, vide Resolution. No. ELA/202223/145/K dated 21/12/2024, has granted permission to this company to lay a private power line under Section 68 and 164 of the Indian Electricity Act, subject to a total of 12 conditions. While granting this permission, no written consent was taken from the landowners of the agricultural land through which this private power line passes. Also, no written consent was taken from the Gram Panchayat even. When the power line passes through the farm, the market value of that farm completely decreases, and there is a fear of loss of life and property, besides this, the farmers of other villages Gaga and Bhatia, who are the landowners of this power line, are also strongly opposed to this work, so we, the farmers, request you to cancel this permission given by the government on an immediate basis. It is our humble request to you to recommend to our government to immediately stop the work of this private power line which has been started from the Bhatia side end and cancel all the approvals that have been given.

However, if this line is operated under coercion or pressure from police protection, So, if any farmer is aggrieved and such farmer takes any wrong action or if any farmer's family suffers mental, physical or financial loss, the company will be held responsible for all these things.

So, our humble request to you, Sir, is that it is our feeling and demand that you do not give permission to this company to carry out this operation.

.....”

“

Letter No: DBD/0118/01/2025 Approved Date: 13-01-2025

Office of the Collector and District Magistrate, Devbhoomi Dwarka

District Sava Sadan, First Floor Lalpur Bypass Road, Dharampur, Jam-Khambhaliya, Dis. Devbhoomi -Dwarka-361305

Phone No. (02833) 232804/232805, Fax No. (02833) 282102

E-mail collectordevbdwarka@gujarat.gov.in

To,

(1) Deputy Secretary, Energy and Petrochemicals Department, Gandhinagar

(2) Chairman, Gujarat Electricity Regulatory Commission, Gandhinagar

Subject: Regarding sending the application letter

Reference: Sub Divisional Magistrate, Dwarka Letter dated 02/01/2025,
No. PODWR/0005/01/2025

Honourable Sir,

In the above subject, it is kindly hereby informed that the farmers of Ranjitpur village have submitted an application to the office of Sub Divisional Magistrate, Dwarka by letter dated 27/12/2024. Which was received by this office on 07/01/2025. Which has been attached along with this. Request to take necessary action for the same.

Enclosure:-As above.

Additional District Magistrate

Devbhoomi Dwarka

Copy sent to:-

(1) Assistant Collector and Sub Divisional Magistrate, Dwarka

(2) Assistant Electrical Inspector, Jamnagar

... Please take necessary action as per the rules after considering the details of the application form.

.....”

“

Letter No: DBD/0124/01/2025 Approved Date: 13-01-2025

Office of the Collector and District Magistrate, Devbhoomi Dwarka

District Seva Sadan, First Floor, Lalour Bypass Road, Dharampur, Jamkhambhaliya, Dis. Devbhoomi Dwarka-381805

Phone No. (02033) 232804/232805, Fax No. (02833) 292102

E-mail collectordevbdwarka@gujarat.gov.in

To,

(1) Deputy Secretary, Energy and Petrochemicals Department, Gandhinagar

(2) Chairman, Gujarat Electricity Regulatory Commission, Gandhinagar

Subject: Regarding the objection application filed against 66 KV power line by Shivman Wind Energy Private Limited.

Reference:- Submission dated 04/01/2025 by farmers of Ranjitpur village

Honourable Sir,

In accordance with the above subject, it is kindly hereby informed that farmers of Ranjitpur village have filed an objection application against the notice of 66 KV power line by Shivman Wind Energy Private Ltd. by application dated 04/01/2025. Which has been sent along with this, Talking into consideration, it is requested to take action as per the rules.

Enclosure:-As above.

Additional District Magistrate

Devbhoomi Dwarka

Copy sent to:-

(1) Assistant Collector and Sub Divisional Magistrate, Dwarka

(2) Assistant Electrical Inspector, Jamnagar

... Please take necessary action as per the rules after considering the details of the application form.

.....”

- 14.13. *We note that there are certain communications on this issue by which the Petitioner addressed to the villagers/ protestors/ landholders/ farmers categorically stated that it would provide adequate compensation towards land being acquired in accordance with law.*
- 14.14. *We note that the Petitioner has been, and continues to be confronted with severe ROW constraints, which constitute circumstances beyond its reasonable control being unforeseen reasons hindering the development of the Project. Such event clearly falls within the scope of relief contemplated under “unforeseen events” and duly covered under Clause 3.9 of the Tariff Framework Order issued by the Commission.*
- 14.15. *We note that the enumerated ROW issues are material and relevant to the adjudication of the present proceedings and ought not be overlooked as alleged by GETCO. This issue has severe bearing on the development of the Project. Also, the Petitioner submitted to the Commission that it continues to make all reasonable and diligent efforts to resolve the situation and proceed with completion of the project works in terms of the prayers and timeline sought as extension from the Commission i.e., till 31.07.2025.*
- 14.16. *We note that the well-settled legal position that delays caused on account of ROW issues have been consistently recognized by the Central Electricity Regulatory Commission as valid grounds for extension of time under the doctrine of force majeure. In this regard, some of the judicial orders rendered by the CERC affirming the aforesaid legal principle are provided hereinbelow:*

a. Order dated 30.03.2016 passed in Petition No. 477/TT/2014.

b. Order passed in Petition No. 230/TT/2015; and

c. Order dated 24.01.2019 passed in Petition No. 248/MP/2016.

14.17. We note that in view of the law laid down in the various decisions, it is clear that ROW issues have been judicially acknowledged as force majeure events, which are in the nature of relief for suffering unforeseen and uncontrollable circumstances affecting the development of a RE Project.

14.18. We note that aforesaid detailed submissions, ROW issues faced by the Petitioner warrant due consideration by this Commission while adjudicating the present matter, and that the Petitioner's request for relief on this ground is both legally tenable and factually substantiated.

14.19. Considering the above, we are of the view that ROW issue arose in the present case from 27.12.2024 onwards and still continue as per the Petitioner written submission dated 14.05.2025 which is beyond the control of the Petitioner i.e. 139 days. The Petitioner is eligible for extension in completion of transmission system for the said period as unforeseen forces which is beyond the control of the Petitioner"

....."

11.13. We note that the Petitioner has been, and continues to be confronted with severe ROW constraints, which constitute circumstances beyond its reasonable control being unforeseen reasons hindering the development

of the Project. Such event clearly falls within the scope of relief contemplated under “unforeseen events” and duly covered under Clause 3.9 of the Tariff Framework Order issued by the Commission.

11.14. We note that the enumerated ROW issues have severe bearing on the development of the Project. Also, the Petitioner submitted that it continues to make all reasonable and diligent efforts to resolve the situation and proceed with completion of the project works.

11.15. We note that the well-settled legal position that delays caused on account of ROW issues have been consistently recognized by the Central Electricity Regulatory Commission as valid grounds for extension of time under the doctrine of force majeure.

11.16. We note that in view of the law laid down in the various decisions, it is clear that ROW issues have been judicially acknowledged as force majeure events, which are in the nature of relief for suffering unforeseen and uncontrollable circumstances affecting the development of a RE Project.

11.17. Considering the above, we are of the view that ROW issue arose in the present case from 13.12.2024 onwards and is still continue as on 06.11.2025 (on going) i.e. 329 days which is beyond the control of the Petitioner. The Petitioner is eligible for extension in completion of

evacuation infrastructure for the said period i.e. **329** days as the same qualifies as unforeseen event which is beyond the control of the Petitioner.

12. Delay due to Lack of clarity regarding the banking facility.

12.1. The Petitioner submitted that the Commission has issued GERC (Terms and Conditions for Green Energy Open Access) Regulations, 2024, on 21.02.2024. Regulation 17 of the said Regulations provides for banking facility and applicable charges, which states that banking facility shall be permitted to consumers 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. Meaning thereby, the consumer should be allowed banking facilities of minimum 30% of total consumption. However, this was interpreted by the concerned authorities in Gujarat as that they would only allow banking for the quantum of energy which was above 30% of total consumption. This interpretation led to uncertainty amongst the stakeholders. In absence of any clarification, investment in Gujarat was at standstill and stakeholders of the Applicant/Petitioner started awaiting relevant clarification

because present interpretation had ignored infirm nature of renewable energy. Thereafter, the MoP, Govt. of India issued a clarification on 21.08.2024 with respect to the banking provision of the GEOA Rules, 2022 wherein it is stated 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 and (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. Post clarification of Banking Provisions by MoP, the GUVNL vide letter dated 31.08.2024 also issued clarification on banking provisions. Further, vide Order dated 19.06.2025, the High Court of Gujarat has also stayed the aforementioned clarification letter, creating further confusion and uncertainty on the banking facility.

- 12.2. Per contra the Respondent submitted that the Petitioner is seeking to rely on issues of banking but has not specified how the same affected the project. There is no substantiation or even details of how the Petitioner's project was affected. There is general claims that investment was at standstill or frozen which is clearly not correct as the Petitioner itself had sought connectivity during this time. The Petitioner had applied for

connectivity on 10.06.2024 and had applied for and obtained provisional registration on 30.08.2024 and further paid estimate charges. There was no alleged uncertainty or lack of clarity for the Petitioner. Further the Petitioner had obtained connectivity of 50 MW which was granted on 30.07.2024 and there has been no change in the capacity at any time. There is no reason why the Petitioner had caused any delay for its power project of 50 MW due to any such aspects. Further it is clear that the Petitioner continued with connectivity of 50 MW and therefore, there is no reason why such capacity was not commissioned within time. The Petitioner had applied for 50 MW for connectivity and even now is continuing with the same capacity. It is not clear how this impacted the evacuation system to be laid down by the Petitioner to the substation, particularly since the capacity of the line would be the same irrespective of capacity of the power plant. The capacity of the evacuation line as per the Detailed Procedure is based on voltage of connectivity and not the capacity of the project. Therefore, the capacity of the line to be constructed by the Petitioner at 66 KV connectivity would have remained same, irrespective of capacity of the project.

12.3. 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.

12.4. We note that Regulation 17 of the said Regulations provides for banking facility and applicable charges. It states that banking facility shall be permitted to consumers 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.

12.5. We note that the contention of the Petitioner that there is Regulatory vacuum/ Lack of clarity regarding the banking facility during 30.07.2024 to present on account of the banking permissible under green energy open access and vide Order dated 19.06.2025, the High Court of Gujarat has also stayed the aforementioned clarification letter, creating further confusion and uncertainty on the banking facility is concerned, we note that the Petitioner had applied for connectivity and evacuation of power from its 50 MW Wind Project hybrid project.

12.6. We note that the Petitioner had applied for Stage-I and Stage-II connectivity on 10.06.2024 and had obtained the approval from GETCO on 30.07.2024. On 09.08.2024 the Respondent issued provisional estimate of supervision charges which was paid by the Petitioner on 23.08.2024. On 17.08.2024, Connection Agreement was executed between GETCO and the Petitioner. The Petitioner obtained provisional registration on 30.08.2024. Thus, there was no alleged uncertainty or lack of clarity for the Petitioner.

- 12.7. We also note that the Petitioner had obtained connectivity of 50 MW which was granted on 30.07.2024 and there has been no change in the capacity at any time.
- 12.8. We also note that the Petitioner has not clarified on what basis it is making the claim and how it impacted the project. The Petitioner had applied for 50 MW connectivity and even now is continuing with the same capacity. We also note that the Petitioner has not substantiated that how this impacted the evacuation system to be laid down by the Petitioner to the substation, particularly since the capacity of the line would be the same irrespective of capacity of the power plant. The capacity of the evacuation line as per the Detailed Procedure is based on voltage of connectivity and not the capacity of the project. Thus, the transmission infrastructure and bay facility which required to be created by the Petitioner is at the voltage capacity of such infrastructure i.e. at 66 kV/66 kV transmission system including lines. It has no impact on banking facility because the necessary transmission infrastructure be created for evacuation of energy generated from 50MW Wind power hybrid project of the Petitioner. We further note that the Petitioner has claimed that there was a standstill in the investment but has not substantiated the same.

12.9. We also note that the Petitioner has neither filed any Petition for clarification of banking provision to the Commission nor it had provided any supporting documents specifying that in absence of clarification on banking aspects it affected the Petitioner to create the transmission infrastructure.

12.10. Considering the above, we are of the view that the claim of the Petitioner that due to non- clarification/clarity on permissible banking capacity under green energy open access regulations affected the Petitioner to create the necessary transmission infrastructure is not substantiated with documentary evidence and not a ground for grant of extension.

13. Delay in 66 kV Circuit breaker delivery due to market demand crisis.

13.1. The Petitioner submitted that the delay in delivery of 66 kV Circuit breaker can be attributed to an ongoing market demand crisis and significant disruptions in the global supply chain, both of which constitute unforeseeable events that lie beyond the Petitioner's control. He further submitted that in the meeting held on 21.12.2023 by Ministry of Power, the issue of transformer and reactor shortages was discussed in detail. The delay in circuit breaker delivery is a continuing issue and is still from date of stage to connectivity i.e 31.07.2024.

13.2. Per contra the Respondent submitted that delay in placing of order due to alleged delays in power project or otherwise delays by the contractor cannot be claimed as reason for extension. The Petitioner has to arrange for all inputs/equipments etc. and cannot seek extension merely because there has been a delay. The claims to have placed the order on 11.01.2025 on M/s Hitachi Energy India Limited which was sent by email only on 15.01.2025 but the Purchase Order is of Opera and not the Petitioner. Therefore, it is not clear if the Purchase Order relates to the Petitioner. It appears that the drawing approval was given only in March 2025 and therefore, the schedule was already end of July 2025. The Petitioner has not produced any communication to the contractor. The delays or unavailability of materials or delays by contractors/sub-contractors not considered force majeure and has been excluded in case of PPAs. It cannot be that if the situation of high market demand was already existing, the Petitioner can still claim the same to be unforeseen. There is no timelines but the Petitioner has merely claimed that the delay is continuing. No date has been specified.

13.3. We note that the Petitioner has claimed that there is a force Majeure event occurred due to delay in supply of 66 kV Circuit breaker delivery

due to disturbance in supply chain of power transformer globally which is also recognized by the Ministry of Power.

- 13.4. We note that on 12.01.2024 the Ministry of Power, Government of India, issued Minutes of Meeting conducted on 21.12.2023 wherein the issue regarding shortage of power transformers was discussed and issued guidelines for the RE project developer that there is shortfall in availability of power transformers, its material, etc. which led to delay in supply of material which requires to be installed by the project developer like Petitioner so that the plant will be commissioned in time and available power can be evacuated from such plants economically without affecting the power plant's efficiency.
- 13.5. We note that the claims to have placed the order on 11.01.2025 on M/s Hitachi Energy India Limited which was sent by email only on 15.01.2025 but the Purchase Order is of Opera and not the Petitioner. It is not clear if the Purchase Order relates to the Petitioner.
- 13.6. We note that it is the duty of the Petitioner who is one of the project developers and obtained connectivity for 50 MW at GETCO S/s for evacuation of power generated from it with Wind power hybrid project power plant and consumed by the Procurer under third party sale or captive mode to construct the project as well as transmission system in

stipulated time. The shortfall in availability of material like 66kV Circuit breaker due to demand in the market as well as supply chain disruption affected to availability of such power plant is dependent on when the Petitioner put up such order to supplier and what are the terms and conditions of such order. It is a separate and distinct contract between the contractor and the transformer manufacturer which is not qualified for extension of the time limit of evacuation infrastructure and bays sought by the petitioner. It is the responsibility of the Petitioner to arrange for all inputs/equipments etc. and cannot seek extension merely because there has been a delay. This cannot be an unforeseen reason.

13.7. Considering the above, we are of the view that the delay caused if any in respect of 66kV Circuit breaker due to prevailing market conditions with regard to non-availability of such 66kV Circuit breaker is not a ground for extending the time limit of transmission system sought by the petitioner and the same is not accepted and rejected.

14. Delay due to unfavourable weather conditions and high wind seasons (July -October of every year) and similar events- July to October -2024 and May- July-2025.

14.1. The Petitioner submitted that project site at Vaghaisya substation, Morbi district has been severely affected by persistent and unfavourable

weather conditions, including heavy rainfall, high winds, and waterlogging, particularly during the monsoon and high wind season spanning from July to October 2024. The extremely wet and storm-prone conditions at Vaghaisya substation site at Morbi district have made the movement and operation of construction machinery impractical, thereby slowing down the rate of progress. These weather-related disruptions constitute a natural constraint on construction activity.

- 14.2. Per contra the Respondent submitted that Petitioner itself claims that there are unfavourable weather conditions annually. When this is a normal phenomenon, this cannot be considered as unforeseen reasons. The Petitioner has not demonstrated or substantiated any unusual weather conditions and even otherwise any impact on its project. The Petitioner has not shown that its area and project were affected. The Monsoon Report is only for 23 – 30 August 2024 and the Petitioner has not placed any work which was to be done at such time considering the estimate charges itself was paid only on 23.08.2024. The IMD Press release is for certain days in June and July 2025 and is only a rainfall warning and does not seem to indicate any such claim of unfavourable conditions or have any particular relevance to the Petitioner's project area. The Petitioner is claiming to be affected from July 2024 when the

Stage-II Connectivity itself was obtained on 30.07.2024 and the estimate charges was paid by the Petitioner on 23.08.2024. There is no evidence of any alleged waterlogging or rainfall which may have impeded any activities or rendered the site inaccessible or affected logistics or supply chains or created hazardous working conditions etc as sought to be alleged.

14.3. We note that Petitioner has claimed that there is delay due to unfavourable weather conditions and high wind seasons (July -October of every year) and similar events- July to October -2024 and May -July- 2025 is concerned, we note that the project site of the Petitioner is situated at Vaghaisya substation, Morbi district. The Petitioner has submitted that the project site has been severely affected by persistent and unfavourable weather conditions, including heavy rainfall, high winds, and waterlogging, particularly during the monsoon and high wind season spanning from July to October 2024.

14.4. We note that the Petitioner is claiming have been affected from July 2024 when the Stage-II Connectivity itself was obtained on 30.07.2024 and the estimate charges was paid by the Petitioner on 23.08.2024. The Petitioner has not provided any date of when the contractor was selected or purchase orders placed or drawings approved.

- 14.5. We note that the Petitioner has not disclosed what impact there was on its project site or what work was being sought to be carried out at such time. We further note that there is no evidence of any alleged waterlogging or rainfall which may have impeded any activities or rendered the site inaccessible or affected logistics or supply chains or created hazardous working conditions.
- 14.6. We note that the IMD Press release is for certain days in June and July 2025 and is only a rainfall warning and does not seem to indicate any such claim of unfavourable conditions or have any particular relevance to the Petitioner's project area. We further note that the Monsoon Report is only for 23-30 August 2024 and the Petitioner has not placed any work which was to be done at such time considering the estimate charges itself was paid only on 23.08.2024.
- 14.7. We note that the Petitioner itself claims that there are unfavourable weather conditions annually. The Petitioner has not demonstrated or substantiated any unusual weather conditions which impacted on its project.
- 14.8. Considering the above, we note that the Petitioner has not substantiated above pleadings / arguments with supporting documents clearly transpiring / proving that the heavy rain during specific period affected

the project construction activity at project site of the Petitioner and Petitioner was unable to carryout construction activities either due to heavy rain or flood at project site and affected project activities. In absence of any documentary evidence or details it is unable to accept the contention of the Petitioner which are generic in nature without any supporting documents. Hence the same is rejected.

15. Delay due to Wind Speed at project site.

15.1. The Petitioner submitted that the Petitioner's project site at Vaghaisya substation, Morbi district, has been severely affected by high wind speeds, and pre-monsoon/monsoon season from April to July 2025. Wind data recorded at Mast Kalikanagar at 140 meters height, which is representative of the regional wind regime, reflects elevated mean wind speeds during this period. Industry-standard safety practices generally restrict heavy lifting and tower erection work when wind speeds approach or exceed 9 m/s, and even sustained speeds above 7 m/s can make operations technically unsafe due to swinging loads, limited control, and gust factors. A delay of approx. 115 days is attributable to weather-related inaccessibility and safety restrictions during the period 01.04.2025 to July 2025.

- 15.2. Per contra the Respondent submitted that the Petitioner seeking to set up the WTGs in the project site cannot be unaware of the wind speed nor can such claim be considered as high wind speed to the extent of the project not being able to continue. The Petitioner has not even provided the source of the data or otherwise any evidence. There is no substantiation of any industry standard.
- 15.3. We note that Petitioner has claimed that there is delay due to unfavourable weather conditions and high wind seasons at the project site is concerned, we note that the project site of the Petitioner is situated at Vaghaisya substation, Morbi district. The Petitioner has submitted that the project site has been severely affected by persistent and unfavourable weather conditions, including heavy rainfall, high winds, and waterlogging, particularly during the high wind and pre-monsoon/monsoon season from April to July 2025.
- 15.4. We note the submission of the Petitioner that Wind data recorded at Mast Kalikanagar at 140 meters height, which is representing the regional wind regime, reflects elevated mean wind speeds during this period. Industry-standard safety practices generally restrict heavy lifting and tower erection work when wind speeds approach or exceed 9 m/s, and even sustained speeds above 7 m/s can make operations technically

unsafe due to swinging loads, limited control, and gust factors. Average wind speeds ranging from 7.0 to 8.6 m/s during this period, and factoring in additional gust conditions and regional terrain variability, several transportation movements had to be postponed, restricted to night hours, or halted altogether, resulting in logistical bottlenecks.

15.5. We note that the Petitioner has not substantiated above pleadings / arguments with supporting documents clearly transpiring / proving that the wind speed, waterlogging and pre-monsoon/monsoon season during specific period affected the project construction activity at project site of the Petitioner and Petitioner was unable to carry out construction activities either due to wind speed and pre-monsoon/monsoon season passed at project site and affected project activities.

15.6. Considering the above, we note that in absence of any reliable documentary evidence and details it is unable to accept the contention of the Petitioner which are generic in nature without any supporting documents. Hence the same is rejected.

16. Delay due to confusion on the transferability of connectivity.

16.1. The Petitioner has applied to GEDA for the issuance of the Developers permission and transfer permission on 24.03.2025, 01.05.2025, 03.07.2025, 07.08.2025, 02.09.2025, 18.09.2025 which is mandatory as

per the Policy of the Government of Gujarat and the Orders of the Commission.

- 16.2. The permission granted by GEDA is for partial capacity which affected the petitioner for the development at the wind location and solar land etc. It affected the petitioner to start the construction at identified land and all tie ups for project capacity for installation.
- 16.3. Connectivity transfer led to severe impact on various development activities of different generating stations. This created uncertainty for project developers like that of the Petitioner and affecting project timelines. To address this, GETCO filed Petition No. 2377 of 2024 before the Commission, seeking clarification on the transferability of connectivity, particularly in cases where projects are developed by RE Project Developers or Park Developers on behalf of multiple entities
- 16.4. The Commission vide Order dated 21.09.2024 allowed prayer of the GETCO and cloud of uncertainty on transfer of connectivity was over. Therefore, time period from 31.07.2024 (Date of stage-II connectivity) till 21.09.2024 should be excluded in calculating timeline for commissioning.
- 16.5. The Commission in Petition bearing number 2476 of 2025, titled- *KP Energy Limited and Anr. Vs. GETCO and Anr.* has recognized uncertainty on connectivity transfer as unforeseen events and have provided

requisite extension. There are 54 days delay (delay from grant of connectivity till 21.09.2024 due to uncertainty on transfer of connectivity).

- 16.6. We note that the Petitioner has raised issue with regard to uncertainty due to confusion on the transferability of the connectivity. We note that to clarify the confusion, the Respondent GETCO filed Petition bearing No. 2377 of 2024 before the Commission with a prayer to allow transfer of connectivity. The Commission vide order dated 21.09.2024 allowed the prayer of the GETCO.
- 16.7. We note that the Petitioner on 10.06.2024 applied for Stage-I and Stage-II grid connectivity and on 30.07.2024, GETCO intimated approval to the Petitioner for Stage-I and Stage-II. The Petitioner submitted Bank Guarantee (BG) on 04.06.2024 for of an amount of Rs.5 Cr. The Connection Agreement was executed between Respondent and the Petitioner on 17.08.2024 for establishing connectivity of the project with GETCO substation. The Respondent on 09.08.2024 issued provisional estimate of supervision charges. The Petitioner on 23.08.2024 paid the supervision charges of Rs. 12,19,753/-.
- 16.8. We further note that the Petitioner is seeking to rely on the issue of uncertainty due to confusion on the transferability of the connectivity but the Petitioner has not specified how the same affected the project of the

Petitioner. In absence of supporting documents the claim of the Petitioner is not accepted and rejected.

17. We note that the Petitioner has submitted the project status which is as under:

Project Progress Status			
S.I.	Activity	Achievement	% Achievement
1.	Acquisition of Land		
1.	Solar	127 Acres	100% Achievement
2	Wind	13 out 15 locations	86 Achievement
2.	Sections 68 & 164 of the Electricity Act	NA 66KV Underground (UG) Cable	
3.	ROW secured		
3.1	66 kV line	Completed	100%
3.2	33 kV line	In Progress	
4.	Finalization of contracts with off-takers	Completed	100%
5.	Placement of orders for manufacturers to supply long-lead items including WTGs and Power Transformers	Completed	100%
6.	Placement of contracts for erection and commissioning of WTGs	Completed	100%
7.	Placement of contracts for Supply, erection, Testing, commissioning of common evacuation infrastructure including pooling substation, Transmission line.	Completed	100%
8.	Submission of Bank Guarantee for Connectivity	Submitted	100%
9.	Statutory Approvals		
9.1	Developers Permission	9out of 15	60

Project Progress Status			
S.I.	Activity	Achievement	% Achievement
9.2	Transfer Permission	3 out of 15	20
9.3	CEIG Common Infra Approval	Received	100%

B. Progress of Common Infra, Pooling Substation & Grid Substation

Common Infra Development			
S.I.	Activity	Achievement	Achievement%
01.	Trench Work for the UG Cable from PSS to GSS	Completed	100%
02.	UG Cable Laying	Completed	100%
03.	Plan approval for PSS, UG cable & GETCO bay.	Received	100%
04.	PGVCL meter sealing	Completed	
05.	GETCO testing & Clearance	Received	100%
06.	GETCO T/R department NOC	Received	100%
07.	ALDC/SLDC installation of RTU – Integration of Real Time Data	Completed	100%
08.	GETCO Construction department WCC	Completed	100%

Pooling Substation			
S.I.	Activity	Achievement	Achievement%
01.	Pooling Substation Development	Completed	100%
02.	Pooling Transformer Order Placement	Completed	100%
03.	Transformer Foundation	Completed	100%
04.	Transformer erection	Completed	100%
05.	Ordering for Balance of System	Completed	100%
06.	Erection of balance of system	Completed	100%

Grid Substation Development			
S.I.	Activity	Achievement	Achievement%
01.	Grid Substation Development	Completed	100%
02.	Ordering of Materials for GSS Gantry and Bay	Completed	100%
03.	Erection of Gantry and GSS Bay	Completed	100%

C. Progress Resource Wise of RE Plant:

SOLAR			
S.I.	Activity	Achievement	Achievement%
01.	Ordering of Solar Modules	Completed	100%
02.	Ordering of Balance of System	Completed	100%

03.	Installation of Module Mounting Structures	In Progress	85%
04.	Installation of Solar Modules	In Progress	95%
05.	Availability of Solar Inverters	In Progress	100%
06.	Installation of Solar Inverters	In Progress	95%
07.	Installation of BoS	In Progress	85%
08.	Development of internal Transmission Lines	In Progress	40%

WIND			
S.I.	Activity	Achievement	Achievement%
01.	Ordering of WTGs	Completed	100%
02.	Ordering of BoS	Completed	100%
03.	Casting of WTG Foundation	7 out of 15	47%
04.	Erection of WTG Towers	In Progress	-
05.	Erection of WTG	In Progress	-
06.	Development of internal Transmission Lines	In Progress	20%

D. Cost Evaluation

Cost Committed/Incurred		
S.No.	Cost Head	Costs Incurred as on date (Cr)
01.	Common Infrastructure (GSS+TL+PSS)	75,06,57,936.75
02.	Renewable Energy Planet Development*	250,24,95,983.69
	Total Cost Incurred	325,31,53,920.44
	Total Cost Committed	520,00,00,000.00

*Including Land, WTG (Turbines, Components, Foundation, Tower etc.), Solar Modules, Bos, Inverters, Civil Work, Heavy Equipments, Services etc

ORDER

18. In view thereof, the present petition partially allowed. We hold that there were unforeseen reasons which led to delay in completion of transmission network more specifically owing to RoW issues continuing

from 13.12.2024 onwards and is still continuing as on 06.11.2025 (on going) i.e. 329 days which is beyond the control of the Petitioner.

19. Thus, the Petitioner is eligible to get extension in completion of evacuation infrastructure for a period of 329 days.
20. With this Order, the Petition and I.A. stands disposed of.
21. Order accordingly.

Sd/-

[S.R. Pandey]
[Member]

Sd/-

[Mehul M. Gandhi]
Member

Place: Gandhinagar.
Date: 10/11/2025.

