

BEFORE THE GUJARAT ELECTRICITY REGULATORY COMMISSION

GANDHINAGAR

Petition No. 2527 of 2025

In the Matter of:

Petition under Section 86 (1) (c) (e) & (f) of the Electricity Act, 2003 read with Regulations 80 and 82 of the GERC (Conduct of Business) Regulations 2004 seeking directions for extension of time period for commissioning the entire evacuation infrastructure along with commissioning of the project till 30.09.2026 due to occurrence of the unforeseen reasons.

And

IA No. 74 of 2025 in Petition No. 2527 of 2025

In the Matter of:

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

Petitioner : 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 and Mr. Vineet Gupta

V/s.

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

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

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

Date: 11/11/2025

ORDER

1. The present Petition has been filed by the 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 Solar Power Project at 220 KV Sagapara Substation of GETCO was due to unforeseen events not attributable to the Petitioner;
 - b) To grant an extension of 12 months from the date pronouncement of the Order for construction of evacuation infrastructure and bays and commissioning of the project at 220kV Sagapara substation of GETCO for delay caused due to unforeseen events not attributable to the Petitioner.
 - c) 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 Solar Power Plant in the State of Gujarat under captive mode at 220 KV Sagapara Substation of GETCO on 66 KV voltage.
- 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. The Commission 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. The Respondent, GETCO submitted Procedure for *'grant of connectivity to projects based on renewable energy sources to intra-state transmission* with the Commission. After incorporating necessary changes required, the Commission, on 07.01.2023, approved such Connectivity Procedure for applying connectivity to STU and underlying conditions for grant of such connectivity.

- 2.5. The Petitioner, intending to develop a 50 MW Captive Wind Power Plant, applied for Stage-I connectivity at 220 kV Sagapara substation of GETCO on 66 kV by way of an online application dated 10.02.2024 with Registration number STAGE1000535. The Respondent granted the Stage-I connectivity by way of letter dated 01.04.2024.
- 2.6. By way of online application dated 29.08.2024, the Petitioner applied for Stage-II connectivity of the 50 MW (wind) Power at 200KV Sagapara substation of GETCO by way of Registration No. STAGE2000224.
- 2.7. GERC issued Order No. 06 of 2024 for *“Tariff Framework for Procurement of Power by Distribution Licensees and others from Solar Energy Projects and other Commercial Issues for the State of Gujarat”* (“Tariff Order”) on 31.08.2024.
- 2.8. As per clause 2.9.1 of the said Tariff Order, a Solar power developer with an RE (Renewable Energy) capacity of 1 MW to 100 MW was required to commission the entire evacuation line along with bays and metering system within 12 months from the date of allotment of transmission capacity. Moreover, the Solar power developer shall commission the project for at least 10% of the allotted capacity within one month of the charging of evacuation line and the balance 90% capacity was required to be commissioned within one year of charging of evacuation line. In case

the same is not done within the stipulated time-period, the Commission has the power to extend the said timeline.

- 2.9. On 03.09.2024, the Petitioner physically submitted the documents for connectivity of Stage-II approval for Power Evacuation through 220 KV GETCO Sagapara Substation at Village Sagapara, Taluka Palitana, District Bhavnagar for the proposed 50 MW Wind Power Project along with Bank guarantee dated 16.08.2024 amounting to Rs. 2.5 Crores. On 30.09.2024, the Respondent granted the stage-II Connectivity to the Petitioner.
- 2.10. The provisional estimate was issued by the Respondent on 23.10.2024 which was paid by the Petitioner on 25.10.2024. On 28.10.2024 the connection agreement was entered into between the Petitioner and the Respondent for establishing connectivity of 50 MW Wind Power project at 66kV level with 220/66kv Sagapara S/s of GETCO.
- 2.11. On 26.05.2025, the Petitioner wrote a letter to GETCO informing that the Petitioner has given EPC contract to the registered vendor of GETCO M/s Simms Engineering Pvt. Ltd. and authorized them to approach the authorities of GETCO, SLDC, PGVCL etc. for necessary co-ordination.
- 2.12. On 11.06.2025, the Respondent wrote a letter to the Petitioner allowing the Petitioner to erect 66kV feeder bay at 220 KV Sagapara Substation for

evacuation of 50 MW wind power from wind power station of the Petitioner.

- 2.13. The Petitioner was required to construct the evacuation infrastructure within 12 months from the allotment of transmission capacity as is the timeline stipulated under the Tariff Order. However, due to various unforeseen reasons, the Petitioner is unable to commission the entire evacuation infrastructure within the timeline.

Change in Connectivity

Date	Event
25.10.2024	Even though the Petitioner had originally applied for connectivity for captive wind power plant, the resource assessment carried out by the Petitioner failed and it was concluded that it will not be feasible to construct a wind power plant under given circumstances. For optimum utilization of the resources and for stable Renewable Energy Generation, the Petitioner requested the Respondent to add 30.375 MWac/ 42.525 MWdc of Solar Capacity in the existing allotted capacity of 50 MW Wind Power Plant in Order to convert the same into a 50 MW Wind-Solar Hybrid Power Project of 80.375 MWac (Wind 50MWac + Solar 30.375 MWac) at 220 KV Sagapara substation of GETCO.
28.11.2024	GETCO changed the source from the 50 MW Wind Connectivity to 50 MW Wind-Solar Hybrid Connectivity.

10.03.2025	Due to technical constraints and failure of resource assessment; and since the wind feasibility at the site was not suitable, the Petitioner requested GETCO for change in connectivity source from wind-solar hybrid to solar connectivity source.
18.03.2025	A joint visit of the site was carried out between the representative of GETCO and the Petitioner regarding evacuation of 50 MW Solar power of GETCO's 220 KV Sagapara S/s on 66KV Voltage class.
19.03.2025	GETCO approved the change in source of connectivity from the 50 MW Wind-Solar hybrid connectivity to 50 MW Solar connectivity.
28.03.2025	The connectivity agreement was signed between the Petitioner and Respondent for 50 MW solar Power Project at 66KV level with 200/66 KV Sagapara Substation of GETCO.

2.14. During the year end of 2024 and initial months of 2025, the Petitioner was dealing with the Right of Way issues with the landowners and the same was impacting the construction of evacuation infrastructure and causing delay in commissioning of the project.

2.15. That on 24.12.2024, Opera Energy sent a letter to the Petitioner denying the proposal for execution of scope related to the 50MW Solar Power

Project at Sagapara SS of GETCO due to RoW issues being faced by the Petitioner.

- 2.16. 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.
- 2.17. Subsequently, multiple legal notices were received from a group of local farmers/landowners in Bhavnagar, alleging that officials or representatives of the Petitioner, 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.
- 2.18. The farmers contended that the erection of electricity poles through the middle of their lands without proper authority 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 had to

temporarily suspend construction activities in the affected areas. The RoW dispute continues to remain unresolved as of the date of filing 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. The Petitioner submits that this is persisting issue since November 2024 till present. Therefore, the Petitioner is now compelled to seek an appropriate extension of time to resolve the RoW issues.

- 2.19. The Commission issued the Gujarat Electricity Regulatory Commission (Terms and Conditions for Green Energy Open Access) Regulations, 2024 on 21.02.2024, in furtherance of the Electricity (Promoting Renewable energy through Green Energy Open access) Rules, 2022.
- 2.20. 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.
- 2.21. 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.

- 2.22. 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.
- 2.23. 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.
- 2.24. Post receipt of clarification, on 31.08.2024, GUVNL issued a clarification on banking provisions. Uncertainty concerning banking was put to rest. Therefore, from 13.02.2024 till 31.08.2024 ability of the Petitioner to progress with the development was severely impacted.
- 2.25. Special Civil Application was filed before the Hon'ble Gujarat High Court wherein it was contended that the said communication is contrary to the Rule 8 of the Electricity (Promoting Renewable Energy Through Green Energy Open Access) Rules, 2022.
- 2.26. The Hon'ble High Court of Gujarat, vide Order dated 19.06.2025 in R/Special Civil Application No. 6730 of 2025 in the matter of *Vishal Foundry v. State of Gujarat & Ors.* has imposed a stay on the said communication.

- 2.27. Gujarat Urja Vikas Nigam Limited issued a letter dated 23.07.2025 intimating DISCOMS to not act upon the GUVNL's clarification dated 31.08.2024 until further directions.
- 2.28. The stay Order followed by GUVNL's letter has created uncertainty on the fate of the development of renewable energy projects. Till the continuation of the stay order, ability of the Petitioner to develop the project will be impacted.
- 2.29. The global supply chain issues affected the industries worldwide and resulted in severe shortages of critical components, including the specific circuit breakers required for this project. This led to a delay in delivery of transformers. Despite the Petitioner's best efforts, including proactive and continuous follow-up with the Original Equipment Manufacturers (OEM) suppliers, there has been no feasible way to expedite the delivery process within the initially anticipated timeframe.
- 2.30. Due to unforeseen events, majority construction work is pushed to the months of July and August which are high rain seasons in Gujarat and particularly in parts of Bhavnagar where the Petitioner's Substation is located. Thus, it is not possible for any developer to continue with the construction and development of dedicated transmission lines and bay(s) during monsoon season.

- 2.31. During the high monsoon months, the State of Gujarat experiences high rainfall making it difficult for the Petitioner to construct the entire transmission lines along with bays within the stipulated timeline. Uptill first week of July, 2025 (i.e. initial days of monsoon), Bhavnagar had already seen more than half of its average rainfall implying that this year, Bhavnagar is going to face an above average rainfall levels which will be further interrupting the works of the Petitioner.
- 2.32. In the month of June 2025, the monsoon reached the project site leading to heavy rainfall and making the site inaccessible to equipment, manpower and machinery like JCBs, cranes etc. Due to the abovesaid event, the civil works of the Project shifted from the earlier May schedule to June leading to a series of consequential delays in the various works for the Project.
- 2.33. The construction of the transmission towers and the stringing of the transmission line were also delayed due to heavy rains leading to inaccessible locations. Additionally, the transmission towers are located away from the roads and within the private farm land which could not be accessed during the monsoon season and activities of civil works had to be carried out manually without the help of machineries. Further, the land owners of the land where the Transmission towers also requested to carry the materials to the tower locations manually so as to avoid any damage to

the crops grown on the balance land, leading to delay in the civil works and erection of transmission towers.

- 2.34. There is delay of 60 days in the completion of civil works and transmission line works on account of incessant rainfall and inaccessible site conditions which is beyond the reasonable control of the Petitioner.
- 2.35. The Commission in its order dated 17.03.2023 in Petition No. 2128 of 2022 in the matter of *Distributed Solar Power Association v. GUVNL*, has recognised that the process of ascertaining the wind feasibility by way of installation of wind mast is a time-consuming process.
- 2.36. The Hon'ble Supreme Court in the judgment dated 11.04.2017 in Energy Watchdog -v- Central Electricity Regulatory Commission and Others, (2017) 14 SCC 80 has held that "*Force majeure*" is governed by the *Contract Act, 1872*.
- 2.37. The Hon'ble Supreme Court in Bangalore Electricity Supply Company Limited -v- Hirehalli Solar Power Project LLP and Others, 2024 SCC OnLine SC 2253 reiterated the above position.
- 2.38. The Commission in Order dated 17.03.2023 in Petition No.2128 of 2022 in the matter of Distributed Solar Power Association and Another -v- Gujarat Urja Vikas Nigam Limited and Others, while dealing with the claim for extension in the control period of Order dated 03.04.2021 regarding tariff

framework for procurement of power by distribution licensees and Others from wind-solar hybrid projects on account of certain uncontrollable events consisting of statutory/government such as time taken in obtaining connectivity for project from GETCO, has, granted relief to the Renewable Power Developer.

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 where under 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 Petitioner 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. Regulations 80 and 82 of the GERC Conduct of Business Regulations do not apply to the present case. The Conduct of Business Regulations is for the

procedure before the Commission. The Hon'ble Supreme Court in *GUVNL v. Solar Semi Conductor Power Company (India) Private Limited and Another* (2017) 16 SCC 498 in the context of the Conduct of Business Regulations of the Commission referring to decisions of the Hon'ble Supreme Court has recognized that inherent powers are procedural in nature and cannot affect the substantive right of the parties

- 3.7. 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.
- 3.8. The Petitioner was granted Stage-II Connectivity vide letter dated 30.09.2024 for 50 MW wind power project at 220 KV Sagapura Sub-station of GETCO which was changed at the request of the Petitioner to hybrid and then 50 MW solar power project. In terms of the prevailing timelines on the date of Stage II Connectivity being 12 months, the Petitioner is required to complete by date 30.09.2025.
- 3.9. The Annexure P4 claimed to be application dated 29.08.2024 is not the application but submission of query compliance dated 20.09.2024. In any case, what is relevant is the date of Stage II Connectivity which was 30.09.2024

3.10. 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 comply with the requirements/ provisions of the same. Merely because the Petitioner is renewable project, it cannot claim any delay or extension.

3.11. The Petitioner is aware that in terms of the Tariff Orders, the extension can be granted only by the Hon'ble Commission and GETCO cannot grant any extension. Since there was no extension, GETCO by way of reminder and without any obligation to do so, had written to the Petitioner on 02.08.2025 for the timelines to be complied with by the Petitioner

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

- (a) Delay due to change in source
- (b) Delay due to right of way issues
- (c) Delay due to uncertainty on aspects of banking
- (d) Delay in transformers delivery due to prevailing market demand constraints
- (e) Delay due to unfavourable weather conditions

3.13. GETCO has considered the timelines as per Tariff Order dated 31.08.2024.

The Petitioner has submitted a bank guarantee dated 16.08.2024 of

amount of Rs. 2,50,00,000/- which is expiring on 30.06.2026 with claim period until 30.06.2027. The Petitioner is required to maintain the same. The bank guarantees are unconditional bank guarantees and GETCO is entitled to encash.

- 3.14. The Petitioner is seeking extension of 12 months 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 date of order which means that the Petitioner is claiming not to have made any progress at all till date of order of the Commission. Further there is no justification for such claim of 12 months. The Petitioner has not provided the timelines for each aspect.
- 3.15. The Petitioner sought GETCO approval for contractor etc only on 26.05.2025 even though the Petitioner was to have completed the work by end September 2025. Further while the Petitioner had sought for approval only on 26.05.2025, it is claiming to be affected by other issues which were prior in time. Clearly when the contractor itself was not ready and no approval was sought, the Petitioner could not be affected by any other aspect.
- 3.16. The Petitioner had even on 01.04.2025 claimed the expected date of commissioning “As per GERC Guideline”

- 3.17. The decision as to source of renewable energy is entirely the choice and decision of the Petitioner and the change in source of renewable energy cannot be the basis of seeking extension. In fact GETCO had made it clear that the approval of change in source would not absolve the Petitioner of compliance with any of the regulatory provisions. The change in source is entirely at the choice of the Petitioner and the same is therefore attributable to the Petitioner.
- 3.18. Further change in source of the renewable energy has no impact on the evacuation system. Irrespective of the source, the connectivity was 50 MW and evacuation system was for connectivity to 220 KV Sagapura sub-station and therefore the evacuation line and scope of work in this regard did not change. Despite the same, the Petitioner had apparently taken no steps in this regard. The contractor was not even engaged till 2025.
- 3.19. The change in source cannot in any manner lead to an extension of time. Clearly the Petitioner applied for the connectivity for wind power plant with 50% of the land without any resource assessment. This was entirely the choice of the Petitioner. Initially the Petitioner had sought to change to Hybrid which meant the Wind (50 MW) and solar (30.275 MW) was to continue and thereafter the Petitioner shifted to solar only. It is clear that the Petitioner was just expending time without any clear idea. The change

to Hybrid itself was sought in October 2024 but the solar was sought only in March 2025. There is no proof or evidence of alleged resource assessment or feasibility of wind.

3.20. Even if there were issues with the wind component, there is no reason why the solar component was not already in progress. The evacuation line would be the same in any case, irrespective of source.

3.21. The Petitioner has sought to refer to decision dated 17.03.2023 in Petition No. 2128 of 2022 being Distributed Solar Power Association v GUVNL to claim that process of ascertaining wind feasibility is a time consuming process. While the issue therein was different and GETCO, in fact the reliance by the Petitioner is against the Petitioner's case. If the contention is taken, then it is clear that the Petitioner was aware of such issues and should have ascertained the wind feasibility prior to applying for connectivity. This is not an unforeseen reason. The Hon'ble Commission has granted 12 months time considering all aspects and the Petitioner was well aware of the timelines. If the Petitioner chose to apply for connectivity at a particular sub-station without even assessing wind feasibility and is unable to meet the timelines due to the same, the Petitioner has to take the consequences of the same

- 3.22. The Petitioner has 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.
- 3.23. 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 negotiations with farmers or obtaining permissions under Electricity Act, 2003 from government for laying down the line.
- 3.24. Petitioner has not produced any response to the said legal notices which allege that the Petitioner has acted in an illegal manner and without the necessary permissions or consent. The issuance of legal notices by land owners cannot be called ROW issues, particularly when the Petitioner has made no attempt to demonstrate that the legal notices were without any basis and no legal action appears to have been taken by the Petitioner. It is clear that the Petitioner had attempted to circumvent law and enter the land illegally and without consent which was duly objected to by the landowners. The requirement of the landowners for the Petitioner to

obtain formal approvals and compensation cannot possibly be considered as unforeseen.

3.25. The law requires the Petitioner to obtain the approval under Section 68 and 164 of the Electricity Act, 2003 for laying down the line. The Petitioner cannot claim any legal right otherwise. The Petitioner has conveniently not disclosed when it received the approvals or even whether it has approvals. The Petitioner has also not disclosed whether it approached the District Collector/Magistrate or court under the Telegraph Act or otherwise, assuming it had obtained approvals.

3.26. The Petitioner has merely referred to alleged notices on 11.11.2024 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 also not provided the area which is under ROW and whether any progress is made otherwise. The Petitioner had in fact placed entered into EPC Contract only in 2025 and therefore it is not clear how the Petitioner was undertaking any work in November 2024. The inability of the Petitioner to engage a contractor is entirely an internal issue and the alleged letter by Opera is not admitted.

- 3.27. The interpretation on the aspect of issues of GERC Green Open Access Regulations or banking are not admitted and in any case not relevant.
- 3.28. The fact that the Petitioner is raising issues without any consideration of actual impact is clear from the issue raised on banking. The Stage-II connectivity to the Petitioner was granted on 30.09.2024 and therefore the period prior to 31.08.2024 could not possibly have any impact on the Petitioner. There could not possibly have been any regulatory vacuum after 30.09.2024 as sought to be alleged by the Petitioner since as per the Petitioner the uncertainty was put to rest on 31.08.2024. The claim of the Petitioner is from 13.02.2024 to 31.08.2024 which is prior to 31.08.2024. Therefore clearly there is no issue at all. The contentions of the Petitioner are misleading and therefore the Petition is not bonafide. The Petitioner had applied for 50 MW connectivity and the same was maintained even now.
- 3.29. 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 and in fact had obtained the connectivity only after such alleged period. The

Petitioner had applied for Stage-I connectivity on in February 2024 and thereafter for Stage-II Connectivity on 29.08.2024 while claiming that there was uncertainty. 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 30.09.2024 and there has been no change in the capacity at any time.

3.30. The claim of being affected by stay Order dated 19.06.2025 is also not correct. There are further orders being Order dated 05.08.2025 passed by the Hon'ble High Court. The Petitioner itself is claiming to be affected by alleged rainfall during July – August 2025 and therefore admittedly the Petitioner is continuing with the project. It is not the specific case that there was no work going on.

3.31. Further 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 220 KV connectivity would have remained same, irrespective of capacity of the project.

3.32. The Petitioner has claimed that there is a delay in supply of circuit breaker leading to delay in delivery of transformers. But there is no substantiation of the same. There is no documents provided, no purchase orders or

otherwise claims of delay. The Petitioner has merely referred to this aspect with not a single document. It is clear that such claims are erroneous claims made up by the Petitioner.

3.33. The Petitioner had sought for approval of contractor only in 2025 and therefore the Petitioner was already delayed. There is no issue of any such delay in delivery except that the Petitioner had placed the purchase order with delay.

3.34. It is the responsibility of the Petitioner to arrange all inputs/equipments etc and cannot seek extension merely because there has been a delay. This cannot be an unforeseen reason.

3.35. The claim of global supply chain disruption and delay in delivery is not substantiated. The delay by its contractor cannot be the basis of claiming extension. The claim of good faith or proactive or continuous follow up is also not substantiated. The Petitioner has to also clarify whether the delay is considered as force majeure in the contract with the supplier/contractor.

3.36. The delays or unavailability of materials or delays by contractors/sub-contractors is not considered force majeure and has been excluded in case of PPAs. While there such issues can be a basis for consideration of extension of time at all and whether delays in delivery can be seen as

unforeseen reasons is itself a question, in the present case, there is no substantiation and therefore in any case cannot be accepted. If it was to be considered, the Petitioner has to demonstrate that the same was indeed unforeseen and was a sudden and new situation. It cannot be that if the situation of high market demand was already existing, the Petitioner can still claim the same to be unforeseen. The Petitioner has not even provided any details or timelines.

3.37. The Petitioner itself claims that the July and August are heavy rain seasons and therefore these are not unforeseen. 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 at least one season of the alleged unfavourable weather condition on annual basis. The alleged intention of the Petitioner is not relevant and in fact is not correct. The Petitioner had not even engaged an EPC contractor until May 2025.

3.38. The Petitioner has not demonstrated or substantiated any unusual weather conditions and even otherwise any impact on its project.

3.39. The claim of the Petitioner that weather report for Sagapura region is not admitted and the Petitioner is put to strict proof thereto. The Petitioner has not shown that its area and project were affected. While the alleged

Rainfall report is not clear on the source, it in any case, recognises that Bhavnagar in fact received less rainfall than average which contradicts the claim of the Petitioner.

3.40. The press release dated 03.07.2025 does not predicts heavy rainfall. 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. It is also not clear if in fact there was rainfall let alone heavy rainfall. 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.

3.41. 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. There is no evidence of any alleged rainfall which may have impeded any activities or rendered the site inaccessible or delayed/hampered progress etc as sought to be alleged. The Petitioner has not produced any proof thereto. The request of farmers while not admitted cannot also be considered unforeseen as the Petitioner is required to minimise the damage. The Petitioner has not provided any basis to claim delay of 60 days.

3.42. The Petitioner has sought to rely on Energy Watchdog Case (2017) 14 SCC 80, which is related to aspect of contract. The issue herein has to be considered as per Detailed Procedure as read with Tariff Order. While it is submitted that there is no force majeure clause, it has been held that the force majeure clause has to be narrowly construed by the Hon'ble High Court of Delhi by referring to Energy Watchdog Case:

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

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

3.44. The Petitioner has sought to rely on decision in Bangalore Electricity Supply Company Limited v. Hirehalli Solar Power Project LLP and Others 2024 SCC Online SC 2253 which deals with force majeure in a contract. In

the present case, the timelines are as per Detailed Procedure and there is no provision of force majeure. Even otherwise, while the issue is contractual in the said case and in the said case, BESCOM had in fact extended the time first and then changed its mind. Even otherwise in the said case, it was held that the Appellants therein cannot be blamed for delay and it was not within their control. The Appellants had done whatever it could to secure the approvals.

3.45. The Petitioner has sought to rely on Distributed Solar Power Association and Another v. Gujarat Urja Vikas Nigam Limited Order dated 17.03.2023 in Petition No. 2128 of 2022 which is related to extension of control period and has completely different aspects. The same does not deal with issue of timelines for completion of work in relation to connectivity granted. The reasons in the present case do not seem genuine or valid and the Petitioner has clearly delayed the work. The delay is causing delay in renewable generation and further delay in utilisation of the connectivity and transmission system.

3.46. The Petitioner had referred to the aspects on evacuation system. However in terms of the Tariff Order dated 31.08.2024, the power project is also to be completed within the time frame. The Petitioner has not provided details of the status. The tariff order refers to *“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". This indicates that the timelines for the 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. 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.
- 3.48. Further, 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.

4. The Petitioner submitted rejoinder/written submission and further contended as under:
- 4.1. On the Allegation that Change in Source was Voluntary and Cannot Be a Ground for Extension it is submitted that the decision to change the source of renewable energy (from wind to hybrid and later to solar) was indeed taken by the Petitioner, such decision was compelled by technical infeasibility and site-specific limitations, particularly failure of wind resource assessment, which could only be accurately ascertained through detailed studies conducted post-allotment and site access. The resource assessment study was conducted in good faith and in line with standard industry practice. The Petitioner had no intent to delay but acted promptly upon discovering that wind potential was not viable. The change in source was not voluntary in the sense of being discretionary; rather, it was a technically compelled decision to ensure viability of the project and avoid non-performing capacity.
- 4.2. On GETCO's disclaimer regarding regulatory compliance, it is not denied that GETCO maintained that change of source would not absolve the Petitioner from regulatory compliance. However, the Petitioner never sought exemption from compliance. The present request is not for waiver of obligations, but for reasonable extension of time due to justified

technical challenges and the procedural steps involved in changing project configuration all of which were undertaken transparently and with GETCO's consent at each stage.

- 4.3. On allegation that evacuation scope did not change, it is submitted that the capacity (50 MW) and evacuation substation (220 kV Sagapara) remained the same, the voltage class and configuration of the system underwent revision, necessitating a joint site visit, MoM technical evaluation, and revised connectivity agreement. The process of change involved coordination with GETCO, formal approvals, and site-level infrastructure planning, which inevitably consumed time. The Respondent's claim that "nothing changed" is factually incorrect, as reflected in the updated connectivity granted at the 66 kV voltage class and execution of a new Connectivity Agreement.
- 4.4. On delay in engaging contractor, it is submitted that the contractor engagement could not be finalized until the project configuration and evacuation modality were finalized, which occurred only after the final approval dated 19.03.2025. Any delay was therefore sequential and consequential, not due to inaction, but due to regulatory and technical transition.

- 4.5. On lack of planning and no proof of wind non-feasibility, it is submitted that Resource assessment studies were conducted as part of the due diligence, and upon identification of adverse wind feasibility, the Petitioner initiated change proposals in a timely manner. The fact that GETCO itself approved each change (from wind to hybrid, then to solar) reinforces that the Petitioner's submissions were not arbitrary or unsubstantiated.
- 4.6. On delay in shifting to solar, it is submitted that the hybrid model was proposed as an intermediate solution, to partially retain the wind component while optimizing energy output. Only after further technical assessment showed continued infeasibility, was the solar-only model adopted. Each step reflects pragmatic adjustment based on evolving site conditions, not delay or indecision.
- 4.7. On allegation that Solar could have proceeded earlier, it is submitted that the evacuation system remained connected to the same substation, the technical approval for solar-only configuration and 66 kV evacuation was granted only in March 2025. Initiating solar execution prior to formal approval would have been premature and potentially non-compliant. The Petitioner acted only after obtaining all requisite approvals.

- 4.8. The Petitioner's reference to the decision in Distributed Solar Power Association v GUVNL was made to highlight that wind feasibility studies are inherently time-consuming and site-dependent, which justifies the Petitioner's timeline. The Respondent's interpretation is incorrect. The case supports the complexity and practical challenges involved in wind assessment and does not negate the Petitioner's bona fides.
- 4.9. The Respondent GETCO has filed Petition No. 2377 of 2024 before the Gujarat Electricity Regulatory Commission. The petition sought amendment to Order No. 1 of 2024—the Tariff Framework for Procurement of Power by Distribution Licensees and Others from Wind-Solar Hybrid Projects including Storage and the Procedure for Grant of Connectivity to Projects based on Renewable Sources to Intra-State Transmission System dated 07.01.2023. The principal issue was whether transfer of grid connectivity should be allowed in cases where Renewable Energy (RE) Projects are being developed under the "Developer Model" or "RE Park Developer Model," wherein a developer establishes infrastructure and subsequently transfers individual projects to other entities.
- 4.10. The Commission, in its Order dated 21.09.2024 held inter alia that: The *non-transferability clause* in Clause 3.10(c) and Clause 4.5 was

intended to prevent *trading* of connectivity rights, not to obstruct legitimate transfer in bona fide developer-based models. To balance both concerns, the Commission permitted conditional transfer of connectivity in specific cases:

- Where RE Park Developers or Aggregate RE Developers declare intent to act on behalf of individual projects at the time of application.
- Transfer of connectivity shall be allowed only within such declared schemes and not for trading purposes.
- Projects granted connectivity prior to 07.01.2023 shall continue to be governed by the earlier norms and allowed to commission based on approvals granted before 22.02.2024 (Order No. 1 of 2024).

4.11. The Commission in its Order dated 21.09.2024 directed incorporation of suitable provisos to Order No. 1 of 2024 and the 07.01.2023 Procedure as proposed by GETCO, with modifications ensuring transparency and prevention of misuse.

4.12. In order to develop the Project and complete the same within the stipulated period of twelve (12) months as prescribed under the applicable procedure, it is essential that the transferees/off-takers are duly tied-up and confirmed prior to submission of the application for grant of connectivity. Such prior tie-up ensures certainty in Project

development, facilitates timely investment of funds, and enables the achievement of the objective of securing connectivity.

4.13. To execute the Project within the prescribed period of twelve (12) months, finalisation of off-takers in advance is indispensable, so that construction activities may commence immediately upon issuance of the final grant of connectivity. However, the process of finalising off-takers was significantly impacted due to uncertainty arising from the provisions relating to developer/transferor permissions.

4.14. Owing to such uncertainty, the Project capacity and corresponding off-takers could not be tied-up concurrently with the grant of connectivity, thereby adversely affecting the ability to commence Project execution immediately upon issuance of the final connectivity approval. The procedural steps for tying-up off-takers, which include initiation of discussions, finalisation of commercial and contractual terms, load/demand assessment, simulations, sizing of the Project, due-diligence by both parties, and achievement of financial closure and equity infusion, ordinarily require a period of five (5) to six (6) months. In the present case, these activities could only begin after the clarification issued by the Commission in Petition No. 2377 of 2024, vide Order dated 21.09.2025.

Consequently, the commencement of execution of the Project has been delayed by a period of approximately six (6) months.

4.15. On allegation of unauthorized entry, it is submitted that the allegation that Petitioner representatives entered farmers' lands without requisite permission is denied. The Petitioner undertook only preliminary surveys to assess potential routes for evacuation infrastructure, which is a standard and necessary pre-approval step for feasibility assessment. At no stage was there any construction activity or encroachment upon land without due process. The survey was non-invasive, and no permanent work was undertaken prior to obtaining the necessary consents.

4.16. On contention of response to legal notices, it is submitted that the Petitioner sent responses to notices of the advocates of the landowners on 02.12.2024 to their notices issued on 11.11.2024 and tried to resolve the issue amicably. Further, the Petitioner arrived with settlement of landowners for allowing to installation of poles and allow stringing work etc. for which settlement agreed to same with them are letters dated 10.09.2025 and submitted to Mamlatdar/Dy Collector, thus ROW issue for the land Survey No. 105 p1, 128 p5, 109 is resolved on settlement for partial land capacity required for the project. Similar issue also arose in the land survey number 73p1 and 102 p3-1. The Petitioner was served

with legal notices dt. 10.08.2025 from the landowners of the aforementioned survey numbers. The said legal notices were replied by the Petitioner vide reply dated 08.09.2025. The ROW still continues the Petitioner has also put forth a representation to DY Collector for resolution of the said issue on 12.09.2025 as the same is required for application for Section 68 and Section 164 approval under Electricity Act, 2003.

4.17. The Respondent's contention that the legal notices or landowner objections do not constitute a RoW dispute is misconceived. The very nature of the dispute involving obstruction, resistance, and legal challenge to the laying of transmission infrastructure falls squarely within the scope of RoW issues as commonly understood under both regulatory and judicial interpretations.

4.18. The Petitioner refers to the Opera Energy letter dated 24.12.2024 as material document of the real and ongoing impact of the RoW dispute on project execution. The fact that the EPC contract was signed in 2025 does not negate the fact that pre-EPC activities, including surveys, design, and statutory liaison, were underway in late 2024. The timeline of execution is consistent with industry norms and the Petitioner's obligations under project schedules.

- 4.19. The Petitioner has disclosed all relevant documents, including legal notices correspondence, and the Opera Energy letter. The Petition clearly narrates the sequence of events, efforts undertaken, and the resulting delay in commissioning.
- 4.20. On relevance of Banking provision interpretation, it is submitted that the interpretation of Regulation 17.6 was a matter of regulatory ambiguity that directly impacted investment decisions and the planning phase of green energy projects, including that of the Petitioner. This issue was not unique to the Petitioner, but was widely acknowledged by stakeholders and ultimately clarified by both the Ministry of Power (MoP) on 21.08.2024 and GUVNL on 31.08.2024. The importance of this clarification underscores that the confusion was real and materially significant.
- 4.21. The Respondent's contention that no impact could have been caused prior to 30.09.2024 (the date of Stage II connectivity) is misconceived. The Petitioner submits that project planning, structuring, investment decisions, and financing arrangements begin much earlier than the formal grant of connectivity. The uncertainty in the banking provision affected critical investment-related decisions between February 2024 and August 2024 and also thereafter, particularly in terms of financial viability, energy

offtake planning, and commercial structuring, which are indispensable for a green energy project.

4.22. The Petitioner has clearly demonstrated that the uncertainty surrounding the banking provision had a chilling effect on investor confidence and created a state of indecision among key stakeholders. While the Petitioner proceeded with its applications for Stage-I and II connectivity, these were conditional and preparatory steps taken in parallel to await regulatory clarity. The fact that the Petitioner ultimately received connectivity after the MoP and GUVNL clarifications does not negate the disruption and delay experienced during the earlier period.

4.23. The Petitioner has not claimed that work was completely halted, but rather that progress was significantly impeded due to regulatory uncertainty. The continuation of certain procedural steps, such as connectivity applications, does not imply that the Petitioner was unaffected. It merely reflects the Petitioner's intention to maintain project momentum, even amidst an unclear regulatory environment.

4.24. The Petitioner acknowledges the stay order dated 19.06.2025 in Civil Application No. 6730 of 2025, which added to the uncertainty regarding the implementation of the clarified banking provision. While the Respondent refers to a subsequent order dated 05.08.2025, the fact

remains that during the pendency of these legal proceedings, developers including the Petitioner faced renewed uncertainty regarding banking, further impacting project planning and execution.

- 4.25. The Respondent's point that the evacuation line is based on voltage and not project capacity is irrelevant to the issue raised. The Petitioner has not contested the technical specifications of the line, but the fact that regulatory uncertainty delayed decisions related to quantum of generation, commercial structuring, and energy banking, all of which have a direct impact on the development schedule and investor confidence.
- 4.26. The Petitioner submits that the global supply chain crisis, triggered post-pandemic and exacerbated by geopolitical tensions and increased global demand, has been widely recognized and reported across industries, especially in the power and infrastructure sectors. The shortage of key electrical components, including circuit breakers, has affected Original Equipment Manufacturers (OEMs) worldwide, leading to delays across several ongoing infrastructure projects.
- 4.27. The Petitioner had been in continuous engagement with its OEM suppliers and undertook all reasonable efforts, including regular follow-ups, to mitigate the delays. However, despite best efforts, the suppliers were unable to expedite delivery within the originally committed timelines due

to factors beyond the control of both the Petitioner and the suppliers. The Petitioner is in the process of furnishing relevant purchase orders, supplier correspondence, and tracking documents to substantiate the same and undertakes to submit these on record if required.

4.28. With respect to the allegation regarding delayed contractor approval in 2025, the Petitioner submits that while certain internal and administrative approvals were aligned during that period, the delay in delivery of key equipment was independently caused due to global procurement issues. The procurement of transformers was planned in line with project timelines; however, the unforeseen global disruption affected the Petitioner's ability to adhere to the original schedule.

4.29. The Petitioner clarifies that delays caused by non-availability of critical components due to global disruptions, even if not classified as a force majeure under the contract, still warrant consideration for extension of time on grounds of genuine and unforeseen difficulty.

4.30. The nature and severity of rainfall during the relevant time went beyond normal seasonal expectations, causing site inaccessibility, waterlogging, and impediments to movement of materials and machinery all of which are critical for completing bay and transmission line works. The IMD press release cited, while dated early July, clearly indicated heavy to very heavy

rainfall warnings for parts of Gujarat including Saurashtra, covering the project vicinity.

4.31. The Respondent's assertion that Bhavnagar received "less than average" rainfall and therefore it won't effect the Petitioner's operation is misleading. Even if aggregate figures were lower, rainfall distribution was erratic and intense during specific windows in July–August 2025, which coincided with scheduled construction activity. The Respondent's reliance on aggregate data does not capture short-term weather disruptions which materially affected site progress.

4.32. The Respondent's attempt to attribute delay solely to the Petitioner's internal scheduling or EPC contractor appointment is misplaced. While the contractor was formally engaged in May 2025, preparatory and planning activities had already commenced, and the actual execution phase aligned with monsoon onset, which created physical constraints unforeseen at the time of scheduling.

5. Ld. Adv. Mr. Aditya K. Singh for the Petitioner during the hearing argued that the Petitioner is developing a 50 MW Solar Power Plant in the State of Gujarat under Captive mode at 220 KV Sagapara Substation of GETCO on 66 KV voltage. The Petitioner initially intended to develop a 50 MW Captive Wind Power Plant and applied for Stage-I connectivity at 220 KV

Sagapara substation of GETCO on 66 KV by way of an online application dated 10.02.2024. The Respondent granted the Stage-I connectivity by way of letter dated 01.04.2024. By way of online application dated 29.08.2024, the Petitioner applied for Stage-II connectivity of the 50 MW (wind) Power at 200KV Sagapara substation of GETCO. On 30.09.2024, the Respondent granted the stage-II Connectivity to the Petitioner. The provisional estimate was issued by the Respondent on 23.10.2024 which was thereby paid by the Petitioner on 25.10.2024. On 28.10.2024 the connection agreement was entered into between the Petitioner and the Respondent.

- 5.1. He contended that due to the occurrence of certain unforeseen events i.e. (1) Change in Connectivity (2) ROW issues (3) Lack of clarity regarding the banking facility. (4) delay in transformer delivers due to marked demand crisis (5) due to heavy rainfall in the region.
- 5.2. He argued that the Petitioner initially intended to develop a 50 MW Captive Wind Power Plant but for optimum utilization of the resources and for stable Renewable Energy Generation, the Petitioner on 25.10.2024 requested the Respondent to add 30.375 MWac/ 42.525 MWdc of Solar Capacity in the existing allotted capacity of 50 MW Wind Power Plant in order to convert the same into a 50 MW Wind-Solar Hybrid Power Project

of 80.375 MWac (Wind 50MWac + Solar 30.375 MWac) at 220 KV Sagapara substation of GETCO. The Respondent GETCO on 28.11.2024 changed the source from the 50 MW Wind Connectivity to 50 MW Wind-Solar Hybrid Connectivity. Due to technical constraints and failure of resource assessment; and since the wind feasibility at the site was not suitable, the Petitioner on 10.03.2025 requested GETCO for change in connectivity source from wind-solar hybrid to solar connectivity source. On 19.03.2025 GETCO approved the change in source of connectivity from the 50 MW Wind-Solar hybrid connectivity to 50 MW Solar connectivity.

- 5.3. The connectivity agreement was signed between the Petitioner and Respondent on 28.03.2025 for 50 MW solar Power Project at 66KV level with 200/66 KV Sagapara Substation of GETCO.
- 5.4. He argued that legal notices dated 11.11.2024 were received from a group of local farmers/landowners in Bhavnagar, alleging that officials or representatives of the Petitioner, 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.

5.5. He argued that the Petitioner sent responses to notices of the advocates of the landowners on 02.12.2024 to their notices issued on 11.11.2024 and tried to resolve the issue amicably. Further, the Petitioner arrived with settlement of landowners for allowing to installation of poles and allow stringing work etc. for which settlement agreed to same with them are letters dated 10.09.2025 and submitted to Mamlatdar/Dy Collector, thus ROW issue for the land survey No. 105 p1, 128 p5, 109 is resolved on settlement for partial land capacity required for the project. Similar issue also arose in the land survey number 73p1 and 102 p3-1. The Petitioner was served with legal notices dt. 10.08.2025 from the landowners of the aforementioned survey numbers. The said legal notices were replied by the Petitioner vide reply dated 08.09.2025. The ROW still continues the Petitioner has also put forth a representation to DY Collector for resolution of the said issue on 12.09.2025 as the same is required for application for section 68 and Section 164 approval under Electricity Act, 2003. The RoW dispute continues to remain unresolved as on the date no amicable solution has yet been reached with the affected landowners, construction work in the impacted stretch remains on hold.

5.6. 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.

- 5.7. He argued that post clarification of Banking Provisions by MoP, 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. GUVNL issued a letter dated 23.07.2025 intimating DISCOMS to not act upon the GUVNL's clarification dated 31.08.2024 until further directions.
- 5.8. He argued that the delay in the delivery of transformer 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.
- 5.9. He argued that due to unforeseen events, the majority construction work is pushed to the months of July and August which are high rain seasons in Gujarat and particularly in parts of Bhavnagar where the Petitioner's Substation is located. Uptil first week of July, 2025 (i.e. initial days of

monsoon), Bhavnagar had already seen more than half of its average rainfall implying that this year, Bhavnagar is going to face an above average rainfall levels which will be further interrupting the works of the Petitioner. In the month of June 2025, the monsoon reached the project site leading to heavy rainfall and making the site inaccessible to equipment, manpower and machinery like JCBs, cranes etc. Due to the aforesaid event, the civil works of the Project shifted from the earlier May schedule to June leading to a series of consequential delays in the various works for the Project. The construction of the transmission towers and the stringing of the transmission line were also delayed due to heavy rains leading to inaccessible locations. There is delay of 60 days on account of incessant rainfall and inaccessibility to the Project site. There is delay of 60 days in the completion of civil works and transmission line works on account of incessant rainfall and inaccessible site conditions which is beyond the reasonable control of the Petitioner.

6. Ld. Adv. Mr. Aneesh Bajaj for the Respondent has argued that the Petitioner is seeking extension of 12 months 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 date of order which means that the Petitioner is claiming not to have made any

progress at all till date of order of the Commission. Further there is no justification for such claim of 12 months. The Petitioner has not provided the timelines for each aspect.

- 6.1. He argued that the decision as to source of renewable energy is entirely the choice and decision of the Petitioner and the change in source of renewable energy cannot be the basis of seeking extension. The Respondent, GETCO had made it clear that the approval of change in source would not absolve the Petitioner of compliance with any of the regulatory provisions. The change in source is entirely at the choice of the Petitioner and the same is therefore attributable to the Petitioner. Change in source of the renewable energy has no impact on the evacuation system. Irrespective of the source, the connectivity was 50 MW and evacuation system was for connectivity to 220 KV Sagapura sub-station and therefore the evacuation line and scope of work in this regard did not change. Clearly the Petitioner applied for the connectivity for wind power plant with 50% of the land without any resource assessment. This was entirely the choice of the Petitioner. Initially the Petitioner had sought to change to Hybrid which meant the Wind (50 MW) and solar (30.275 MW) was to continue and thereafter the Petitioner shifted to solar only. There is no proof or

evidence of alleged resource assessment or feasibility of wind. The change in source cannot in any manner lead to an extension of time

6.2. He argued that the Petitioner has to establish the evacuation line and obtain all necessary approvals. 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 11.11.2024 and has not demonstrated any effort or proceedings by the Petitioner. The law requires the Petitioner to obtain the approval under Section 68 and 164 of the Electricity Act, 2003 for laying down the line. The Petitioner cannot claim any legal right otherwise. . 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. The Petitioner has also not disclosed whether it approached the District Collector/Magistrate or court under the Telegraph Act or otherwise, assuming it had obtained approvals.

6.3. The interpretation on the aspect of issues of GERC Green Open Access Regulations or banking are not admitted and in any case not relevant.

6.4. The fact that the Petitioner is raising issues without any consideration of actual impact is clear from the issue raised on banking. The Stage-II connectivity to the Petitioner was granted on 30.09.2024 and therefore the period prior to 31.08.2024 could not possibly have any impact on the Petitioner. There could not possibly have been any regulatory vacuum after 30.09.2024 as sought to be alleged by the Petitioner since as per the Petitioner the uncertainty was put to rest on 31.08.2024. The claim of the Petitioner is from 13.02.2024 to 31.08.2024 which is prior to 31.08.2024. Therefore clearly there is no issue at all. The contentions of the Petitioner are misleading and therefore the Petition is not Bonafide. The Petitioner had applied for 50 MW connectivity and the same was maintained even now.

6.5. 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 and in fact had obtained the connectivity only after such alleged period. The Petitioner had applied for Stage-I connectivity on in February 2024 and thereafter for Stage-II Connectivity on 29.08.2024 while claiming that

there was uncertainty. 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 30.09.2024 and there has been no change in the capacity at any time. The claim of being affected by stay order dated 19.06.2025 is also not correct. There are further orders being Order dated 05.08.2025 passed by the Hon'ble High Court. The Petitioner itself is claiming to be affected by alleged rainfall during July – August 2025 and therefore admittedly the Petitioner is continuing with the project. 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 220 KV connectivity would have remained same, irrespective of capacity of the project.

- 6.6. He argued that there is no documents provided, no purchase orders or otherwise for delay in supply of circuit breaker leading to delay in delivery of transformers. The Petitioner has merely referred to this aspect with not a single document. It is clear that such claims are erroneous claims made up by the Petitioner. The Petitioner had sought for approval of contractor only in 2025 and therefore the Petitioner was already delayed. 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. The delay by its contractor cannot be the basis of claiming extension. The Petitioner has to also clarify whether the delay is considered as force majeure in the contract with the supplier/contractor.

- 6.7. He argued that the Petitioner itself claims that the July and August are heavy rain seasons and therefore these are not unforeseen. 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. The Petitioner had not even engaged an EPC contractor until May 2025. The Petitioner has not shown that its area and project were affected. The press release dated 03.07.2025 does not predicts heavy rainfall. 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. There is no evidence of any alleged rainfall which may have impeded any activities or rendered the site inaccessible or

delayed/hampered progress etc as sought to be alleged. The Petitioner has not provided any basis to claim delay of 60 days.

Commission Analysis:

7. Heard the parties. The present Petition has been filed by the Petitioner for seeking extension of 365 days from the date pronouncement of the order for construction of evacuation infrastructure and bays and commissioning of the project at 220kV Sagapara substation of GETCO for delay caused due to unforeseen events not attributable to the Petitioner. Further to declare that the delay caused in construction of the evacuation infrastructure and bays and commissioning of the 50 MW Solar Power Project at 220 KV Sagapara Substation of GETCO was 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.
8. We note that as per the procedure for '*Grant of Connectivity to Projects based on Renewable Sources to Intra-State Transmission System*' 2023 dated 07.01.2023 and as per *GERC Order No. 6 of 2024 "Tariff Framework for Procurement of Power by Distribution Licensees and Others from Solar Energy Projects and Other Commercial issues for the State of Gujarat"*, the

Petitioner is under an obligation to commission the evacuation line within 12 months from the allotment of transmission capacity.

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

“9.6 The intimation for grant of Stage-II Connectivity shall include the following:

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

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

“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 sub-station and/or generator pooling station(s) within the timeline stipulated under sub-Para Clause (A) above, Stage-II Connectivity shall be revoked and BG shall be encashed.

(C) The Stage-II grantee shall commission at least 10% of the allotted capacity within one month of charging of evacuation line, failing which; the Stage-II grantee shall be liable to pay long-term Transmission Charges for 10% of allotted capacity till such 10% of allotted capacity is commissioned. Balance 90% capacity shall be required to be commissioned within two years failing which STU shall cancel the capacity allotment to the extent of capacity not commissioned and the developer shall have no claim on such capacity. Further, STU shall include such cancelled capacity in the list of spare capacity for RE integration to be published on their website for prospective consumers or as per the State Commission's Order, if any"

The aforesaid clause 9.6 states that intimation for grant of Stage-II connectivity shall include name of the sub-station where Stage-II

connectivity is granted and details of the bay with Single Line Diagram in case of existing substation

Clause 10.2 (A) states that connectivity grantees shall be required to complete the dedicated transmission line including required bay, bus-bar at transmission licensees substation and generator pooling substation within the timeline specified by the State Commission in relevant tariff orders/ LOA/LOI/ PPA for projects, as applicable time to time.

Clause 10 (B) states that if a grantee fails to complete the dedicated transmission line(s), including require bays, bus-bar at transmission licensees sub-station and/or generator pooling station(s) within the timeline stipulated under sub-Para Clause (A) above, Stage-II Connectivity shall be revoked and BG shall be encashed.

Clause 10.2 (C) states that the Stage-II grantee shall commission at least 10% of the allotted capacity within one month of charging of evacuation line, failing which; the Stage-II grantee shall be liable to pay long-term Transmission Charges for 10% of allotted capacity till such 10% of allotted capacity is commissioned. Balance 90% capacity shall be required to be commissioned within two years failing which STU shall cancel the capacity allotment to the extent of capacity not

commissioned and the developer shall have no claim on such capacity.

Further, STU shall include such cancelled capacity in the list of spare capacity for RE integration to be published on their website for prospective consumers or as per the State Commission's Order, if any.

- 8.2. We further note that GERC issued Order No. 06 of 2024 for *“Tariff Framework for Procurement of Power by Distribution Licensees and others from Solar Energy Projects and other Commercial Issues for the State of Gujarat”* on 31.08.2024. The relevant portion of the same is reproduced below:

“2.9 Clause 3.9 Security Deposit & Delay in Commissioning of Solar Power Project

2.9.1 Proposed in Discussion Paper

The objective of specifying tariff framework for procurement of solar power is to promote development of renewable energy in the state. A procedure of giving permission for the proposed Solar projects, based on the load flow studies has been followed by the GETCO. Thus, the proposed evacuation system from the pooling station of Solar projects forms part of the overall GETCO System. While timely completion of power evacuation system for such Solar projects is essential, timely execution of project is also equally important. Noncompletion of Solar projects leads to idling of transmission resources. The security deposit is furnished by the project developer in order to assure GETCO about the seriousness of the project. It is proposed that for the new control period.

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

<i>Sr. No.</i>	<i>RE Capacity in MW</i>	<i>Period for commissioning the entire evacuation line along with bays and metering system</i>
<i>01</i>	<i>1 MW to 100 MW</i>	<i>12 months from the date of allotment of transmission capacity</i>
<i>02</i>	<i>>100 MW to 200 MW</i>	<i>15 months from the date of allotment of transmission capacity</i>
<i>03</i>	<i>>200 MW to 400 MW</i>	<i>18 months from the date of allotment of transmission capacity</i>

The Solar Project Developer shall ensure and prove that the Evacuation System consist of Transmission and /or Distribution System shall be ready prior to SCOD or aforesaid timeframe, whichever is earlier. Failure to it, the project developer is not eligible to get any waiver in Liquidated Damages payable by it, in terms of Agreement/ PPA.

The Solar Power Project Developer shall commission the project for at least 10% of the allotted capacity within one month of charging the evacuation line or as per timeframe stipulated table above, whichever is earlier, failing which, the Developer shall be liable to pay long-term transmission charges for 10% of the allotted capacity until such 10% of the allotted capacity is commissioned.

The balance 90% capacity shall require to be commissioned within one year of charging of evacuation line or as per timeframe stipulated

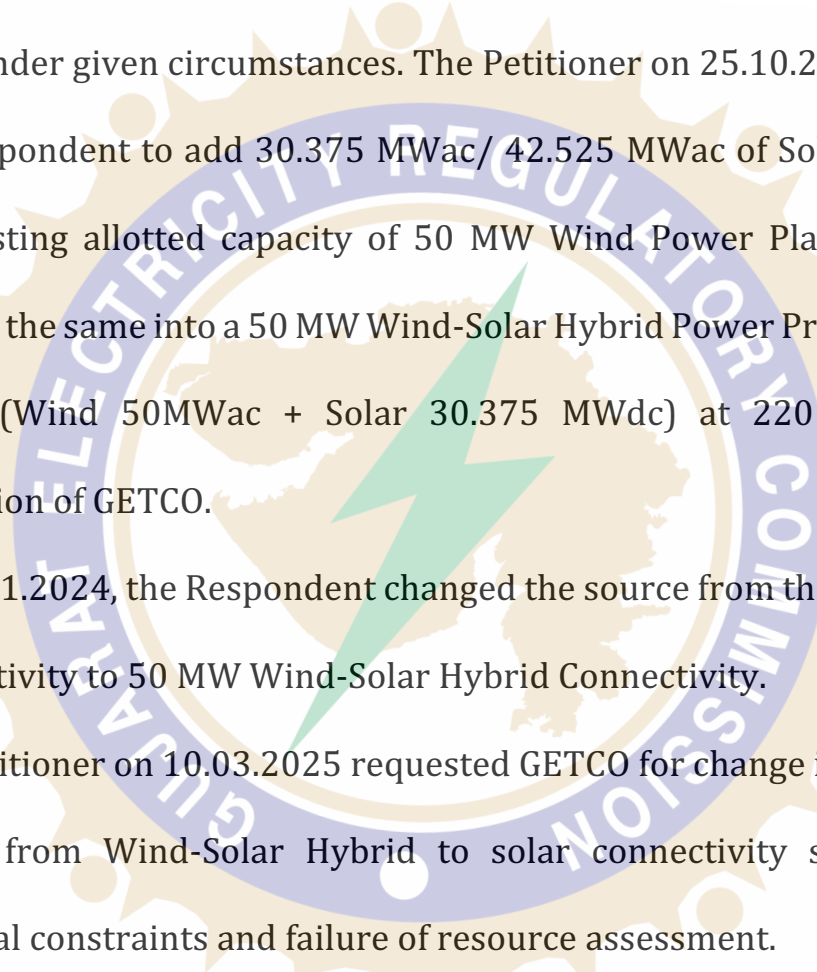
above, whichever is earlier, failing which STU shall cancel the connectivity and Open Access granted, to the extent of capacity not commissioned and the RE developer shall have no claim on such capacity and pay relinquishment charges as determined by the Commission. Further, STU shall include such cancelled capacity in the list of spare available capacity for RE integration to be published on their website for prospective consumers.

If the Solar Project Developer (as Generator/Consumer/Licensee) fails to commission the entire allocated evacuation system along with bays and metering system within stipulated time-period due to unforeseen reasons, they may approach to the Commission seeking for extension of time period.

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

9. The facts which are undisputed between the parties are as under:
 - 9.1. The Petitioner is developing a 50 MW Solar Power Plant in the State of Gujarat under Captive mode at 220 KV Sagapara Substation of GETCO on 66 KV voltage.
 - 9.2. The Petitioner on 10.02.2024 intending to develop a 50 MW Captive Wind Power Plant applied for Stage-I connectivity at 220 KV Sagapara substation of GETCO on 66 KV.
 - 9.3. The Respondent granted the Stage-I connectivity by way of letter dated 01.04.2024.

- 9.4. On 03.09.2024 the Petitioner applied for Stage-II connectivity approval for the proposed 50 MW Wind Power Project along with bank guarantee dated 16.08.2024 amounting to Rs. 2.5 Crores.
- 9.5. The Respondent on 30.09.2024, granted the stage-II Connectivity to the Petitioner.
- 9.6. The provisional estimate was issued by the Respondent on 23.10.2024 which was thereby paid by the Petitioner on 25.10.2024.
- 9.7. On 28.10.2024 the connection agreement was entered into between the Petitioner and the Respondent for establishing connectivity of 50 MW Wind Power project at 66kV level with 220/66kv Sagapara S/s of GETCO
10. The disputed facts between the parties are as under:
- 10.1. Delay due to change in Connectivity/source
- 10.2. Delay due to right of way issues
- 10.3. Delay due to uncertainty on aspects of banking
- 10.4. Delay in transformers delivery due to prevailing market demand constraints
- 10.5. Delay due to unfavourable weather conditions
- 10.6. Delay due to TP/DP clarification
11. Now we deal with the issues emerged for adjudication of the Commission.
12. Delay occurred due to change in connectivity.

- 
- 12.1. The Petitioner has contended that events of change in connectivity lead to delay in construction of evacuation infrastructure.
- 12.2. The Petitioner had originally applied for connectivity for captive wind power plant, the resource assessment carried out by the Petitioner failed and it was concluded that it will not be feasible to construct a wind power plant under given circumstances. The Petitioner on 25.10.2024 requested the Respondent to add 30.375 MWac/ 42.525 MWac of Solar Capacity in the existing allotted capacity of 50 MW Wind Power Plant in order to convert the same into a 50 MW Wind-Solar Hybrid Power Project of 80.375 MWac (Wind 50MWac + Solar 30.375 MWdc) at 220 KV Sagapara substation of GETCO.
- 12.3. On 28.11.2024, the Respondent changed the source from the 50 MW Wind Connectivity to 50 MW Wind-Solar Hybrid Connectivity.
- 12.4. The Petitioner on 10.03.2025 requested GETCO for change in connectivity source from Wind-Solar Hybrid to solar connectivity source due to technical constraints and failure of resource assessment.
- 12.5. GETCO on 19.03.2025 approved the change in source of connectivity from the 50 MW Wind-Solar hybrid connectivity to 50 MW Solar connectivity.

- 12.6. The connectivity agreement was signed between the Petitioner and Respondent on 28.03.2025 for 50 MW solar Power Project at 66KV level with 200/66 KV Sagapara Substation of GETCO.
- 12.7. Per contra the Respondent contended that the decision as to source of renewable energy is entirely the choice and decision of the Petitioner and the change in source of renewable energy cannot be the basis of seeking extension.
- 12.8. The Respondent, GETCO had made it clear that the approval of change in source would not absolve the Petitioner of compliance with any of the regulatory provisions. The change in source is entirely at the choice of the Petitioner and the same is therefore, attributable to the Petitioner.
- 12.9. Change in source of the renewable energy has no impact on the evacuation system. Irrespective of the source, the connectivity was 50 MW and evacuation system was for connectivity to 220 KV Sagapura sub-station and therefore, the evacuation line and scope of work in this regard did not change.
- 12.10. The Petitioner applied for the connectivity for wind power plant with 50% of the land without any resource assessment. This was entirely the choice of the Petitioner. Initially, the Petitioner had sought to change to Hybrid which meant the Wind (50 MW) and solar (30.275 MW) was to continue

and thereafter the Petitioner shifted to solar only. There is no proof or evidence of alleged resource assessment or feasibility of wind. The change in source cannot in any manner lead to an extension of time.

12.11. Considering the submissions made by the rival parties, we note that the petitioner has claimed that there was delay occurred due to change in RE sources from Wind Power project to solar power project during the period from 25.10.2024 to 28.03.2025.

12.12. We note the Petitioner on 25.10.2024 requested the Respondent to add 30.375 MWac/ 42.525 MWdc of Solar Capacity in the existing allotted capacity of 50 MW Wind Power Plant in order to convert the same into a 50 MW Wind-Solar Hybrid Power Project of 80.375 MWac (Wind 50MWac + Solar 30.375 MWac) at 220 KV Sagapara substation of GETCO. On 28.11.2024 the Respondent changed the source from the 50 MW Wind Connectivity to 50 MW Wind-Solar Hybrid Connectivity. We note that the Petitioner on 10.03.2025 again requested Respondent GETCO for change in connectivity source from wind-solar hybrid to solar connectivity source due to technical constraints and failure of resource assessment. The Respondent on 19.03.2025 approved the change in source of connectivity from the 50 MW Wind-Solar hybrid connectivity to 50 MW Solar connectivity. The same is reproduced below:

“

GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED

*Regd. Office: Sardar Patel Vidhyut Bhavan,
Race Course, Vadodara-390007*

L. No. GETCO/R&C/Connectivity/STAGE2000224/

date:

*To,
CleanMax Vayu Pvt. Ltd.
4th Floor, The International,
16 Maharshi karve Road,
Marine lines 1st Cross Lane,
New Marine Lines Churchgate,
Mumbai 400020*

Sub: Request of Mis CleanMax Vayu Pvt. Ltd. for change of source for the 50 MW Wind Solar Hyband connectivity granted at 66kV at 220kV Sagapara Sub-Station of GETCO to 50 MW Solar Connectivity

Ref: (1) Your letter No. CMVPL/50MW Sagapara/Wind/WSH/10/2024 25/036 dated 25.10.2024.

(2) This Office L.No. GETCO/R&C/Connectivity/STAGE2000224 /2105 dated 28.11.2024

(3) Your letter No. CMVPL/50MW Sagapara/Solar/03/2024-25/29 dated 10.03.2025.

Dear Sir,

This has reference to above referred letter No. (3), seeking GETCO's approval to change the renewable energy source and convert the capacity from existing 50 MW Hybrid to Solar power due to technical constraints and due to non-feasibility of wind at said site.

In this regard, in accordance with the Clause 4.4 of the GERC approved Procedure dated 07.01.2023 for grant of connectivity to RE projects with intra-state system, approval is accorded for change in renewable energy source 50 MW WS Hybrid capacity (approved vide letter at ref. No. 2) with configuration of 50 MW Wind & 30,375 MW Solar to 50MW Solar only.

Accordingly, the connectivity shall be for 50 MW Solar at 66kV at 220kV Sagapara S/S of GETCO. It shall be ensured that the total injection of power from the Solar project shall not exceed approved 50 MW capacity and M/s CleanMax Vayu Pvt. Ltd. shall comply the provisions of Hon'ble GERC tariff

order no. 06 of 2024 dated 31.08.2024 and approved Procedure dated 07.01.2023.

Further, this approval does not absolve M/s CleanMax Vayu Pvt. Ltd. to comply any of the regulatory provisions mentioned in the relevant regulation/orders.

In view of above, it is requested to submit the Connection Agreement with necessary changes.

Thanking you,

Yours sincerely,

(K. J. Bhuva)

I/C Chief Engineer (STU),

GETCO

.....”

The aforesaid letter provides that the Petitioner vide letter dated 10.03.2025 requested GETCO for approval to change the renewable energy source and convert the capacity from existing 50 MW Hybrid to Solar power due to technical constraints and due to non-feasibility of wind at said site. The Respondent GETCO in accordance with the Clause 4.4 of the GERC approved Procedure dated 07.01.2023 for grant of connectivity to RE projects with intra-state system, accorded approval for change in renewable energy source 50 MW WS Hybrid capacity with configuration of 50 MW Wind & 30,375 MW Solar to 50MW Solar only. The connectivity shall be for 50 MW Solar at 66kV at 220kV Sagapara S/S of GETCO. It shall be ensured that the total injection of power from the Solar project shall not exceed approved 50 MW capacity and M/s CleanMax Vayu Pvt. Ltd. shall

comply the provisions of GERC Tariff Order no. 06 of 2024 dated 31.08.2024 and approved Procedure dated 07.01.2023.

Further, this approval does not absolve M/s CleanMax Vayu Pvt. Ltd. to comply any of the regulatory provisions mentioned in the relevant regulation/orders.

12.13. We note that in the aforesaid letter, the Respondent GETCO has accorded approval for converting the capacity from existing 50 MW Hybrid to Solar power and made it clear that the approval of change in source would not absolve the Petitioner of compliance with any of the regulatory provisions.

12.14. We note that the connectivity agreement was signed between the Petitioner and Respondent on 28.03.2025 for 50 MW solar Power Project at 66 kV level with 200/66 kV Sagapara Substation of GETCO.

12.15. We note that change in source of the renewable energy has no impact on the evacuation system. The connectivity was 50 MW and evacuation system was for connectivity to 220 kV Sagapara sub-station and therefore, the evacuation line and scope of work in this regard did not change.

12.16. We further note that the change to Hybrid itself was sought in October 2024 but the solar was sought only in March 2025. The change in source was entirely the choice of the Petitioner. We note that the change in source cannot in any manner lead to an extension of time.

12.17. We note that the Petitioner has not provided any evidence of alleged resource assessment or feasibility of Wind. We further note that the evacuation line would be the same in any case, irrespective of source.

12.18. Considering the above, we are of the view that the delay caused, if any, due to change in connectivity is not a ground for extending the time limit of transmission system sought by the petitioner and the same is not accepted and rejected.

13. Delay due to right of way issues

13.1. The Petitioner submitted that multiple legal notice dated 11.11.2024 were received from a group of local farmers/landowners in Bhavnagar, alleging that officials or representatives of the Petitioner, 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.

13.2. Opera Energy on 24.12.2024, sent a letter to the Petitioner denying the proposal for execution of scope related to the 50MW Solar Power Project at Sagapara SS of GETCO due to RoW issued being faced by the Petitioner.

- 13.3. The RoW dispute continues to remain unresolved, this is persisting issue since November, 2024 which is still present.
- 13.4. Per contra the Respondent submitted that the Petitioner has to establish the evacuation line and obtain all necessary approvals. The Petitioner cannot now blame the farmers for raising issues. The Petitioner has merely referred to alleged notices on 11.11.2024 and has not demonstrated any effort or proceedings by the Petitioner.
- 13.5. The law requires the Petitioner to obtain the approval under Sections 68 and 164 of the Electricity Act, 2003 for laying down the line. The Petitioner has not provided the date of the approval under Sections 68 and 164 nor has the Petitioner provided any action taken by it under the Telegraph Act or otherwise. The Petitioner has also not disclosed whether it approached the District Collector/Magistrate or court under the Telegraph Act or otherwise, assuming it had obtained approvals
- 13.6. 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.

13.7. We note that the multiple legal notices dated 11.11.2024 were received from a group of local farmers/ landowners in Bhavnagar, the said legal notice dated 11.11.2024 is reproduced below:

“.....
ક્રિષ્ના સી મકવાણા KRISHNA C. MAKAWANA
બી.કોમ એલએલબી. B.Com. LL.B
એડવોકેટ (ગુજરાત હાઈકોર્ટ) Advocate (Guj. High Court)
ઓફિસ- તાલુકા પંચાયત ઓફીસના સામે O.- Opp. Taluka Panchayat
રેલવે સ્ટેશન રોડ, લાઠી, Office, Lathi, Ta. Lathi,
જી. અમરેલી- ૩૬૫૪૩૦ Dist. AMRELI- 365430.
મો. ૯૬૮૭૯૬૭૭૩૭ Mo. 9687967737
Ref. No. Date: 11/11/2024
નોટીસ
(બાય રજી. એ.ડી.)

પ્રતિશ્રી,

(૧) અર્જુન એન્ટરપ્રાઇઝ

કે. વીરલ હાઈટસ, ચોથો માળ,
ઓફીસ નં. ૪૦૨, નેત્રદીપ આંખની હોસ્પિટલ પાસે,
૧૫૦ ફુટ રીંગ રોડ, અયોધ્યા ચોક, રાજકોટ-૩૬૦૦૦૬

(૨) કલીનમેક્સ વાયુ પ્રા. લી.

ઠે. ૧૩-એ, ૧૩મો માળ, પ્લોટ -૪૦૦,

ધ પેરેગ્રાઇન એપા., કિસ્મત સિનેમા,

પ્રભાદેવી, મુંબઈ-૪૦૦૦૨૫

આથી અમો કિષ્ના સી મકવાણા, એડવોકેટ (ગુજરાત હાઈકોર્ટ), રહે. લાઠી, જી. અમરેલીનાં તે અમારા અસીલ શ્રી (૧) જોરુભાઈ વાલાભાઈ મોભ, (૨) રેખાબેન જોરુભાઈ મોભ, (૩) પૃથ્વીરાજ જોરુભાઈ મોભ, (૪) રાજદીપભાઈ જોરુભાઈ મોભ, રહે. સગાપરા, તા. પાલીતાણા જી. ભાવનગરનાંની અમોને મળેલ સુચના અનુસાર તમોને આથી આ નોટિસ આપીને જણાવીએ છીએ કે,

૧. અમારા અસીલની સંયુક્ત ખાતાની ખેતીની જમીન ભાવનગર જીલ્લાના શીહોર તાલુકાના મોજે બુઢણા ગામે ખાતા નં. ૯૭ જેના રે.સ.નં. ૧૦૯ ની હે.આરે.૧-૮૦-૦૯ ચો.મી. થી આવેલ છે. જે ખેતીની જમીન વારસાઈ હકકે પ્રાપ્ત થયેલ છે. અને ખેતીકામ કરી તેઓના પરિવારનું ગુજરાન ચલાવે છે. અમારા અસીલની ઉપરોક્ત રે.સ.નં. વાળી ખેતીની જમીનમાં ગેરકાયદેસર અપ્રવેશ કરી સરકારશ્રી દ્વારા નીયત કરવામાં આવેલ ધારા ધોરણોનો ભંગ કરીને સરકારશ્રીની નીયત કરેલ સક્ષમ આયોરીટીની જરૂરી મંજૂરી મેળવ્યા વિના અને અમારા અસીલની કોઈ પણ જાતની સહી, સંમતિ, કે મંજૂરી લીધા વિના તદ્દન ગેરકાયદેસર રીતે અમારા અસીલની ઉપરોક્ત ખેતીની જમીનમાં વિંડ સોલાર પ્રોજેક્ટની વીજપોલ ઉભા કરવાનો સર્વે કરી ગયેલ હોય. અને તમારી કંપનીના વીજ પોલ અમારી જમીનની વચ્ચોવચ આવતા હોય. જેના કારણે અમારા અસીલને ખેતીકામ કરવામાં ઘણી બધી તકલીફો ઉભી થાય તેમ હોય.

૨. આમ અમારા અસીલની ખેતીની જમીનમાંથી ગેરકાયદેસર વિજ પોલ ઉભા કરવામાં આવે તો તે વિજપોલ પરથી હેવી વીજ લાઈન પસાર કરવાની થતી હોય. જેના કારણે અમોના અસીલની જાન માલની હાની થાય તેમ હોય અને અમારા અસીલની જમીન ડેવલોપ થઈ શકે નહીં અને આ જમીન ડેવલોપ માટે

કોઈને વહેંચી શકે નહીં અને અમારા અસીલની જમીનની કિંમતમાં પરખમ ઘટાડો થાય અને અમારા અસીલને વિના કારણે નુકશાન વહેંઠવું પડે તેમ હોય. અને આ જમીનમાં આવી ગેરકાયદેસર વીજ લાઈન પસાર કરવાનો તમોને કોઈ હકક અધિકાર ન હોય અને અમારા અસીલનો હકક આધકારને નુકશાન જાય તેમ છે.

૩. આમ તમોએ અમારા અસીલના ખેતરમાં ગેરકાયદેસર રીતે પસાર કરવામાં આવતી વીજ લાઈનના કારણે અમારા અસીલને વિના કારણે ધરખમ નુકશાન વહેંઠવું પડે તેમ હોય, અને ગેરકાયદેસર વીજ પોલ ઉભા કરવાની કામગીરી હાથ ધરવાના હોય, જે અંગેની કાયદેસરની કાર્યવાહી કરતાં પહેલાં નોટીસ આપવી જરૂરી હોય, જેથી અમારા અસીલે હાલની આ નોટીસ તમોને અમારા મારફત આપેલ છે.

૪. સબબ આ નોટીસ આપી તાકીદ કરવાની કે, આ નોટીસ મળ્યેથી દિન-૧૫ માં અમારા અસીલને રૂબરૂ મળી તેઓને થતા નુકશાન બાબતે વાતચીત કરી કાયમી પ્રશ્નનો હલ કરવા તેમજ કાયદેસરની વીજ લાઈન પસાર કરવા જણાવવામાં આવે છે. જો તેમ કરવામાં કસુર કરશો તો, અમારા અસીલે તેઓને મળેલ કાયદાકીય સલાહ મુજબ તમારા વિરુદ્ધ દીવાની તેમજ ફોજદારી રાહે કાયદેસરની કાર્યવાહી કરવાની ફરજ પડશે. અને જેનાં થનાર તમામ ખર્ચ અને પરીણામની સઘળી જવાબદારી તમારા શીરે રહેશે. જેની ખાસ તથા ગંભીર નોંધ લેશો.

આ નોટીસ અમારા અસીલે તમારી કસુરનાં કારણે આપવી પડેલ હોય, જેથી નોટીસ ખર્ચેની રકમ રૂ. ૩૫૦૦/- અમારા અસીલને ચૂકવીને આપશો.

તા. ૧૧/૧૧/૨૦૨૪

અમારા અસીલની સુચના તથા ફરમાઈસ મુજબ

મુ. લાઠી.

(કે. સી. મકવાણા)

એડવોકેટ

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ક્રિષ્ના સી મકવાણા

બી.કોમ એલએલબી.

એડવોકેટ (ગુજરાત હાઇકોર્ટ)

ઓફિસ- તાલુકા પંચાયત ઓફીમના સામે

રેલવે સ્ટેશન રોડ, લાઠી,

જી. અમરેલી- ૩૬૫૪૩૦

મો. ૯૬૮૭૯૬૭૭૩૭

KRISHNA C. MAKAWANA

B.Com. LL.B

Advocate (Guj. High Court)

O:- Opp. Taluka Panchayat

Office, Lathi, Ta. Lathi,

Dist. AMRELI- 365430.

Mo. 9687967737

Ref. No.

Date: 11/11/2024

પ્રતિશ્રી,

(૧) અર્જુન એન્ટરપ્રાઇઝ

કે. વીરલ હાઇટસ, ચોથો માળ,

ઓફીસ નં. ૪૦૨, નેત્રદીપ આંખની હોસ્પિટલ પાસે,

૧૫૦ ફુટ રીંગ રોડ, અયોધ્યા ચોક, રાજકોટ-૩૬૦૦૦૬

(૨) કલીનમેક્સ વાયુ પ્રા. લી.

કે. ૧૩-એ, ૧૩મો માળ, પ્લોટ -૪૦૦,

ધ પેરેગ્રાઇન એપા., કિસ્મત સિનેમા,

પ્રભાદેવી, મુંબઈ-૪૦૦૦૨૫

આથી અમો ક્રિષ્ના સી મકવાણા, એડવોકેટ (ગુજરાત હાઇકોર્ટ), રહે. લાઠી, જી. અમરેલીનાં તે અમારા અસીલ શ્રી શંભુજી, રાણાજી, રહે બુઢાણા, તા. શીહોર, જી. ભાવનગરનાંની અમોને મળેલ સુચના અનુસાર તમોને આથી આ નોટિસ આપીને જણાવીએ છીએ કે,

૧. અમારા અસીલની સંયુક્ત ખાતાની ખેતીની જમીન ભાવનગર જીલ્લાના શીહોર તાલુકાના મોજે બુઢણા ગામે ખાતા નં. ૫૬૦ જેના રે.સ.નં. ૧૨૮ પૈકી ની હે.આરે.૧-૨૯-૫૦ ચો.મી. થી આવેલ છે. જે ખેતીની જમીન વારસાઈ હકકે પ્રાપ્ત થયેલ છે. અને ખેતીકામ કરી તેઓના પરિવારનું ગુજરાન ચલાવે છે. અમારા અસીલની ઉપરોક્ત રે.સ.નં. વાળી ખેતીની જમીનમાં ગેરકાયદેસર અપ્રવેશ કરી સરકારશ્રી દ્વારા નીચત કરવામાં આવેલ ધારા ધોરણોનો ભંગ કરીને સરકારશ્રીની નિયત કરેલ સક્ષમ આથોરીટીની જરૂરી મંજૂરી મેળવ્યા વિના અને અમારા અસીલની કોઈ પણ જાતની સહી, સંમતિ, કે મંજૂરી લીધા વિના તદ્દન ગેરકાયદેસર રીતે અમારા અસીલની ઉપરોક્ત ખેતીની જમીનમાં વિંડ સોલાર પ્રોજેક્ટની વીજપોલ ઉભા કરવાનો સર્વે કરી ગયેલ હોય. અને તમારી કંપનીના વીજ પોલ અમારી જમીનની વચ્ચોવચ આવતા હોય. જેના કારણે અમારા અસીલને ખેતીકામ કરવામાં ઘણી બધી તકલીફો ઉભી થાય તેમ હોય.

૨. આમ અમારા અસીલની ખેતીની જમીનમાંથી ગેરકાયદેસર વિજ પોલ ઉભા કરવામાં આવે તો તે વિજપોલ પરથી હેવી વીજ લાઈન પસાર કરવાની થતી હોય. જેના કારણે અમોના અસીલની જાન માલની હાની થાય તેમ હોય અને અમારા અસીલની જમીન ડેવલોપ થઈ શકે નહીં અને આ જમીન ડેવલોપ માટે કોઈને વહેંચી શકે નહીં અને અમારા અસીલની જમીનની કિંમતમાં પરખમ ઘટાડો થાય અને અમારા અસીલને વિના કારણે નુકશાન વહેંઠવું પડે તેમ હોય. અને આ જમીનમાં આવી ગેરકાયદેસર વીજ લાઈન પસાર કરવાનો તમોને કોઈ હકક અધિકાર ન હોય અને અમારા અસીલનો હકક આધકારને નુકશાન જાય તેમ છે.

૩. આમ તમોએ અમારા અસીલના ખેતરમાં ગેરકાયદેસર રીતે પસાર કરવામાં આવતી વીજ લાઈનના કારણે અમારા અસીલને વિના કારણે ધરખમ નુકશાન વહેંઠવું પડે તેમ હોય, અને ગેરકાયદેસર વીજ પોલ ઉભા કરવાની કામગીરી હાથ ધરવાના હોય, જે અંગેની કાયદેસરની કાર્યવાહી કરતાં પહેલા નોટીસ આપવી જરૂરી હોય, જેથી અમારા અસીલે હાલની આ નોટીસ તમોને અમારા મારફત આપેલ છે.

૪. સબબ આ નોટીસ આપી તાકીદ કરવાની કે,

આ નોટીસ મળ્યેથી દિન-૧૫ માં અમારા અસીલને રૂબરૂ મળી તેઓને થતા નુકશાન બાબતે વાતચીત કરી કાયમી પ્રશ્નનો હલ કરવા તેમજ કાયદેસરરીતે વીજ લાઈન પસાર કરવા જણાવવામાં આવે છે. જો તેમ કરવામાં કસુર કરશે તો, અમારા અસીલે તેઓને મળેલ કાયદાકીય સલાહ મુજબ તમારા વિરુદ્ધ દીવાની તેમજ ફોજદારી રાહે કાયદેસરની કાર્યવાહી કરવાની ફરજ પડશે. અને જેનાં થનાર તમામ ખર્ચ અને પરીણામની સઘળી જવાબદારી તમારા શીરે રહેશે. જેની ખાસ તથા ગંભીર નોંધ લેશો.

આ નોટીસ અમારા અસીલે તમારી કસુરનાં કારણે આપવી પડેલ હોય, જેથી નોટીસ ખર્ચેની રકમ રૂ. ૩૫૦૦/- અમારા અસીલને ચૂકવીને આપશો.

તા. ૧૧/૧૧/૨૦૨૪

અમારા અસીલની સુચના તથા ફરમાઈસ મુજબ

મુ. લાઠી.

(કે. સી. મકવાણા)

એડવોકેટ

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ક્રિષ્ના સી મકવાણા

KRISHNA C. MAKAWANA

બી.કોમ એલએલબી.

B.Com. LL.B

એડવોકેટ (ગુજરાત હાઈકોર્ટ)

Advocate (Guj. High Court)

ઓફિસ- તાલુકા પંચાયત ઓફીમના સામે

O:- Opp. Taluka Panchayat

રેલવે સ્ટેશન રોડ, લાઠી,

Office, Lathi, Ta. Lathi,

જી. અમરેલી- ૩૬૫૪૩૦

Dist. AMRELI- 365430.

મો. ૯૬૮૭૯૬૭૭૩૭

Mo. 9687967737

Ref. No.

Date: 11/11/2024

નોટીસ

(બાય રજી. એ.ડી.)

પ્રતિશ્રી,

(૧) અર્જુન એન્ટરપ્રાઇઝ

ઠે. વીરલ હાઈટસ, ચોથો માળ,
ઓફીસ નં. ૪૦૨, નેત્રદીપ આંખની હોસ્પિટલ પાસે,
૧૫૦ ફુટ રીંગ રોડ, અયોધ્યા ચોક, રાજકોટ-૩૬૦૦૦૬

(૨) કલીનમેક્સ વાયુ પ્રા. લી.

ઠે. ૧૩-એ, ૧૩મો માળ, પ્લોટ -૪૦૦,
ધ પેરેગ્રાઈન એપા., કિસ્મત સિનેમા,
પ્રભાદેવી, મુંબઈ-૪૦૦૦૨૫

આથી અમો કિષ્ના સી મકવાણા, એડવોકેટ (ગુજરાત હાઈકોર્ટ), રહે. લાઈ,
જી. અમરેલીનાં તે અમારા અસીલ શ્રી દેવકુવરભાઈ વાળાભાઈ મોભ, રહે સગાપરા
તા. પાલીતાણા જી. ભાવનગરનાની અમોને મળેલ સુચના અનુસાર તમોને આથી
આ નોટિસ આપીને જણાવીએ છીએ કે,

૧. અમારા અસીલની સંયુક્ત ખાતાની ખેતીની જમીન ભાવનગર જીલ્લાના
શીહોર તાલુકાના મોજે બુઢણા ગામે ખાતા નં. ૨૬૮ જેના રે.સ.નં. ૧૦૫ પૈકી/૧
ની હે.આરે.૧-૭૪-૫૨ ચો.મી. થી આવેલ છે. જે ખેતીની જમીન વારસાઈ હકકે
પ્રાપ્ત થયેલ છે. અને ખેતીકામ કરી તેઓના પરિવારનું ગુજરાન ચલાવે છે.
અમારા અસીલની ઉપરોક્ત રે.સ.નં. વાળી ખેતીની જમીનમાં ગેરકાયદેસર
અપ્રવેશ કરી સરકારશ્રી દ્વારા નીયત કરવામાં આવેલ ધારા ધોરણોનો ભંગ કરીને
સરકારશ્રીની નિયત કરેલ સક્ષમ આથોરીટીની જરૂરી મંજૂરી મેળવ્યા વિના અને
અમારા અસીલની કોઈ પણ જાતની સહી, સંમતી, કે મંજૂરી લીધા વિના તદ્દન
ગેરકાયદેસર રીતે અમારા અસીલની ઉપરોક્ત ખેતીની જમીનમાં વિંડ સોલાર
પ્રોજેક્ટની વીજપોલ ઉભા કરવાનો સર્વે કરી ગયેલ હોય. અને તમારી કંપનીના

વીજ પોલ અમારી જમીનની વચ્ચે આવતા હોય. જેના કારણે અમારા અસીલને ખેતીકામ કરવામાં ઘણી બધી તકલીફો ઉભી થાય તેમ હોય.

૨. આમ અમારા અસીલની ખેતીની જમીનમાંથી ગેરકાયદેસર વિજ પોલ ઉભા કરવામાં આવે તો તે વિજપોલ પરથી હેવી વીજ લાઈન પસાર કરવાની થતી હોય. જેના કારણે અમોના અસીલની જાન માલની હાની થાય તેમ હોય અને અમારા અસીલની જમીન ડેવલોપ થઈ શકે નહીં અને આ જમીન ડેવલોપ માટે કોઈને વહેંચી શકે નહીં અને અમારા અસીલની જમીનની કિંમતમાં પરખમ ઘટાડો થાય અને અમારા અસીલને વિના કારણે નુકશાન વહેંઠવું પડે તેમ હોય. અને આ જમીનમાં આવી ગેરકાયદેસર વીજ લાઈન પસાર કરવાનો તમોને કોઈ હકક અધિકાર ન હોય અને અમારા અસીલનો હકક આધિકારને નુકશાન જાય તેમ છે.

૩. આમ તમોએ અમારા અસીલના ખેતરમાં ગેરકાયદેસર રીતે પસાર કરવામાં આવતી વીજ લાઈનના કારણે અમારા અસીલને વિના કારણે ધરખમ નુકશાન વહેંઠવું પડે તેમ હોય, અને ગેરકાયદેસર વીજ પોલ ઉભા કરવાની કામગીરી હાથ ધરવાના હોય, જે અંગેની કાયદેસરની કાર્યવાહી કરતાં પહેલા નોટીસ આપવી જરૂરી હોય, જેથી અમારા અસીલે હાલની આ નોટીસ તમોને અમારા મારફત આપેલ છે.

૪. સબબ આ નોટીસ આપી તાકીદ કરવાની કે,
આ નોટીસ મળ્યેથી દિન-૧૫ માં અમારા અસીલને રૂબરૂ મળી તેઓને થતા નુકશાન બાબતે વાતચીત કરી કાયમી પ્રશ્નનો હલ કરવા તેમજ કાયદેસરની વીજ લાઈન પસાર કરવા જણાવવામાં આવે છે. જો તેમ કરવામાં કસુર કરશે તો, અમારા અસીલે તેઓને મળેલ કાયદાકીય સલાહ મુજબ તમારા વિરુદ્ધ દીવાની તેમજ ફોજદારી રાહે કાયદેસરની કાર્યવાહી કરવાની ફરજ પડશે. અને જેનાં થનાર તમામ ખર્ચ અને પરીણામની સઘળી જવાબદારી તમારા શીરે રહેશે. જેની ખાસ તથા ગંભીર નોંધ લેશે.

આ નોટીસ અમારા અસીલે તમારી કસુરનાં કારણે આપવી પડેલ હોય,
જેથી નોટીસ ખર્ચેની રકમ રૂ. ૩૫૦૦/- અમારા અસીલને ચૂકવીને આપશો.

તા. ૧૧/૧૧/૨૦૨૪

અમારા અસીલની સુચના તથા ફરમાઈસ મુજબ

મુ. લાઠી.

(કે. સી. મકવાણા)

એડવોકેટ

.....”

13.8. The above-mentioned document are legal notice issued by Adv. K. C. Makwana on 11.11.2024 on behalf of group of local farmers, alleging that officials or representative of the Petitioner, 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. 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.

13.9. We note that the Petitioner on 02.12.2024 sent reply to the notice issued on 11.11.2024 by the advocate on behalf of the Landowners/farmers 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. ૦૨/૧૨/૨૦૨૪

પ્રતિ,

- (૧) જોડભાઈ વાલાભાઈ મોભ
 - (૨) રેખાબેન જોડભાઈ મોભ
 - (૩) પૃથ્વીરાજ જોડભાઈ મોભ
 - (૪) રાજદીપભાઈ જોડભાઈ મોભ
- રહે. સગાપરા, તા. પાલીતાણા જી. ભાવનગર

વિષય :- આપશ્રીની ત. ૧૧/૧૧/૨૦૨૫ નોટિસ અન્વયેનો જવાબ.

ઉપરોક્ત વિષય અન્વયે જણાવવાનું કે, આપશ્રી દ્વારા ભાવનગર જીલ્લાના શિહોર તાલુકાના ગામ બુઢણ ગામે ખાતા નં. ૯૭ જેના રેવન્યુ સરવે નં. ૧૦૯ ની હે. આરે. ૧-૮૦-૦૯ 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. ૦૨/૧૨/૨૦૨૪

પ્રતિ,

- શંભુજી રાણાજી
- રહે. બુઢણ તા. શિહોર, જી. ભાવનગર

વિષય :- આપશ્રીની ત. ૧૧/૧૧/૨૦૨૫ નોટિસ અન્વયેનો જવાબ.

ઉપરોક્ત વિષય અન્વયે જણાવવાનું કે, આપશ્રી દ્વારા ભાવનગર જીલ્લાના શિહોર તાલુકાના ગામ બુઢાણ ગામે ખાતા નં. ૫૬૦ જેના રેવન્યુ સરવે નં. ૧૨૮ પૈકી ૫ ની હે. આરે. ૧-૨૯-૫૦ 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 મેક્ષ 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. ૦૨/૧૨/૨૦૨૪

પ્રતિ,

દવકુવરભા વાલાભાઈ મોભ

રહે. સગાપરા, તા. પાલીતાણા જી. ભાવનગર

વિષય :- આપશ્રીની ત. ૧૧/૧૧/૨૦૨૫ નોટિસ અન્વયેનો જવાબ.

ઉપરોક્ત વિષય અન્વયે જણાવવાનું કે, આપશ્રી દ્વારા ભાવનગર જીલ્લાના શિહોર તાલુકાના ગામ બુઢાણ ગામે ખાતા નં. ૨૬૮ જેના રેવન્યુ સરવે નં. ૧૦૫ પૈકી ૧ ની હે. આરે. ૧-૭૪-૫૨ 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 મેક્ષ વાયુ પ્રાઇવેટ લીમીટેડ વતી,

.....”

13.10. We note the submission of the Petitioner that several rounds of discussion with local stakeholders and authorities were done, but landowners remain resistant to allowing transmission infrastructure through their holdings without formal approvals, compensations or route realignment.

13.11. We note that on 24.12.2024, Opera Energy formally declined the execution of the scope related to the said project, explicitly citing the unresolved ROW issues faced by the Petitioner. The said letter dated 24.12.2024 is reproduced below:

"....

Date: 24-12-2024

*To,
The SCM Head,
Clean-max Vayu Pvt. Ltd.
No. 1, 4th Floor, the International,
16 Maharshi karve Road, Cross Road,
New Marine Lines, Churchgate,
Mumbai, Maharashtra 4000020.*

Subject : Regret to proceed with proposal-50 MW solar project Sagapara (GETCO)

This is in reference to the meeting and discussion held with the team during November 2024 regarding the proposal for execution of scope related to the 50 MW solar Power project at sagapara Gujarat.

After careful evaluation of the site conditions and associated execution risks, we regret to inform you that we are unable to proceed further with the proposed engagement. Our primary concerns relate to the local right of Way constraints, which we understand have been significantly affecting project accessibility and timelines.

In addition, ongoing material supply constraints in the transmission and infrastructure section – particularly in terms of timely availability of key components have further impacted our ability to commit to this project within the expected delivery and execution frame work.

While we appreciate the opportunity and value our relationship with cleanmax, we are constrained to decline this scope under the current circumstances. We trust you will understand our position, and we remain open to future collaborations once these external challenges subside.

Wishing you the best for the successful execution of the project.

Warm regards,

*For Opera Energy Pvt. Ltd.
Dilip Vasra.*

.....”

13.12. We note that the Petitioner arrived at settlement with landowners for allowing to installation of poles and allow stringing work etc. for which settlement was agreed with them through letters dated 10.09.2025 and submitted to Mamlatdar/Dy Collector. Thus, ROW issue for the land survey No. 105 p1, 128 p5, 109 is resolved on settlement for partial land capacity required for the project. The said letter dated 10.09.2025 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. 10/09/2025

પ્રતિ,

મામલતદારશ્રી

તા. શિહોર, જી. ભાવનગર,

વિષય- બુઢણા ગામના ખેડૂત ખાતેદારોની નોટીસ અન્વયેનો જવાબ.

ઉપરોક્ત વિષય અન્વયે જણાવવાનું કે, ક્લીન મેક્સ વાયુ પ્રાઇવેટ લિમિટેડ તથા કોન્ટાક્ટર કંપનીને દ્વારા શીહોર તાલુકાના બુઢણા ગામે સોલાર પાવર પ્રોજેક્ટ માટે વીજ લાઇન પસાર કરવા અને પોલ નાખવાની કામગીરીમાં સર્વે કરવા તથા કામગીરી બાબતે બુઢણા ગામના સર્વે નંબર ૧૦૫ પૈકી ૧, ૧૨૮ પૈકી ૫, તથા ૧૦૯ ના ખેડૂત ખાતેદારો તરફથી વાંધા નોટીસ મળેલ.

ઉપરોક્ત બાબતે નોટીસમાં જણાવેલ મુદ્દાઓ બાબતે સંબંધિત ખેડૂતો સાથે રૂબરૂ ચર્ચા કરી અને તેઓને ચૂકવવા પાત્ર વાજબી વળતરની કંપની દ્વારા ચુકવણી કરવામાં આવેલ છે, જે ધ્યાને લેવા વિનંતી છે.

આપનો વિશ્વાસુ,

મેસર્સ કલીન મેક્ષ વાયુ પ્રાઇવેટ લિમિટેડ વતી,
.....”

13.13. We note that similar ROW issue also arose in the land survey number 73p1 and 102 p3-1. The Petitioner was served with legal notices dt. 10.08.2025 from the landowners of the aforementioned survey numbers. The said legal notice is reproduced below:

“....

Krishna C. Makwana (B.Com. LLB)
At: Lathi, Dist. Amreli

Ref. No.

તા. ૧૦-૦૮-૨૦૨૫

આથી અમો કિષ્ના સી મકવાણા, એડવોકેટ (ગુજરાત હાઈકોર્ટ), રહે. લાઠી, જી. અમરેલીનાં તે અમારા અસીલ શ્રી વિનોદબાઈ વિઠ્ઠલભાઈ બેલડીયા, રહે પાલીતાણા જી. ભાવનગરનાની અમોને મળેલ સુચના અનુસાર તમોને આથી આ નોટિસ આપીને જણાવીએ છીએ કે,

૧. અમારા અસીલની સંયુક્ત ખાતાની ખેતીની જમીન ભાવનગર જીલ્લાના શીહોર તાલુકાના મોજે બુઢણા ગામે ખાતા નં. ૮૧૧ જેના રે.સ.નં. ૭૩ પૈકી/૧ ની હે.આરે.૧-૭૫-૮૮ ચો.મી. થી આવેલ છે. જે ખેતીની જમીન વારસાઈ હકકે પ્રાપ્ત થયેલ છે. અને ખેતીકામ કરી તેઓના પરિવારનું ગુજરાન ચલાવે છે. અમારા અસીલની ઉપરોક્ત રે.સ.નં. વાળી ખેતીની જમીનમાં ગેરકાયદેસર અપ્રવેશ કરી સરકારશ્રી દ્વારા નીયત કરવામાં આવેલ ધારા ધોરણોનો ભંગ કરીને સરકારશ્રીની નિયત કરેલ સક્ષમ આથોરીટીની જરૂરી મંજૂરી મેળવ્યા વિના અને અમારા અસીલની કોઈ પણ જાતની સહી, સંમતિ, કે મંજૂરી લીધા વિના તદ્દન ગેરકાયદેસર રીતે અમારા અસીલની ઉપરોક્ત ખેતીની જમીનમાં વિંડ સોલાર પ્રોજેક્ટની વીજપોલ ઉભા કરવાનો સર્વે કરી ગયેલ હોય. અને તમારી કંપનીના

વીજ પોલ અમારી જમીનની વચ્ચે આવતા હોય. જેના કારણે અમારા અસીલને ખેતીકામ કરવામાં ઘણી બધી તકલીફો ઉભી થાય તેમ હોય.

૨. આમ અમારા અસીલની ખેતીની જમીનમાંથી ગેરકાયદેસર વિજ પોલ ઉભા કરવામાં આવે તો તે વિજપોલ પરથી હેવી વીજ લાઈન પસાર કરવાની થતી હોય. જેના કારણે અમોના અસીલની જાન માલની હાની થાય તેમ હોય અને અમારા અસીલની જમીન ડેવલોપ થઈ શકે નહીં અને આ જમીન ડેવલોપ માટે કોઈને વહેંચી શકે નહીં અને અમારા અસીલની જમીનની કિંમતમાં પરખમ ઘટાડો થાય અને અમારા અસીલને વિના કારણે નુકશાન વહેંઠવું પડે તેમ હોય. અને આ જમીનમાં આવી ગેરકાયદેસર વીજ લાઈન પસાર કરવાનો તમોને કોઈ હકક અધિકાર ન હોય અને અમારા અસીલનો હકક આધિકારને નુકશાન જાય તેમ છે.

૩. આમ તમોએ અમારા અસીલના ખેતરમાં ગેરકાયદેસર રીતે પસાર કરવામાં આવતી વીજ લાઈનના કારણે અમારા અસીલને વિના કારણે ધરખમ નુકશાન વહેંઠવું પડે તેમ હોય, અને ગેરકાયદેસર વીજ પોલ ઉભા કરવાની કામગીરી હાથ ધરવાના હોય, જે અંગેની કાયદેસરની કાર્યવાહી કરતાં પહેલા નોટીસ આપવી જરૂરી હોય, જેથી અમારા અસીલે હાલની આ નોટીસ તમોને અમારા મારફત આપેલ છે.

૪. સબબ આ નોટીસ આપી તાકીદ કરવાની કે,
આ નોટીસ મળ્યેથી દિન-૧૫ માં અમારા અસીલને રૂબરૂ મળી તેઓને થતા નુકશાન બાબતે વાતચીત કરી કાયમી પ્રશ્નનો હલ કરવા તેમજ કાયદેસરની વીજ લાઈન પસાર કરવા જણાવવામાં આવે છે. જો તેમ કરવામાં કસુર કરશે તો, અમારા અસીલે તેઓને મળેલ કાયદાકીય સલાહ મુજબ તમારા વિરુદ્ધ દીવાની તેમજ ફોજદારી રાહે કાયદેસરની કાર્યવાહી કરવાની ફરજ પડશે. અને જેનાં થનાર તમામ ખર્ચ અને પરીણામની સઘળી જવાબદારી તમારા શીરે રહેશે. જેની ખાસ તથા ગંભીર નોંધ લેશે.

આ નોટીસ અમારા અસીલે તમારી કસુરનાં કારણે આપવી પડેલ હોય,
જેથી નોટીસ ખર્ચેની રકમ રૂ. ૩૫૦૦/- અમારા અસીલને ચૂકવીને આપશો.

તા. ૧૦/૦૮/૨૦૨૫

(કે. સી. મકવાણા)

એડવોકેટ

અમારા અસીલની સુચના તથા ફરમાઈસ મુજબ

મુ. લાઠી.

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Krishna C. Makwana (B.Com. LLB)
At: Lathi, Dist. Amreli

Ref. No.

તા. ૧૦-૦૮-૨૦૨૫

આથી અમો કિષ્ના સી મકવાણા, એડવોકેટ (ગુજરાત હાઈકોર્ટ), રહે. લાઠી,
જી. અમરેલીનાં તે અમારા અસીલ શ્રી દિનેશભાઈ જીવરાજભાઈ ડોંડા, રહે વરાછા
સુરતની અમોને મળેલ સુચના અનુસાર તમોને આથી આ નોટિસ આપીને
જણાવીએ છીએ કે,

૧. અમારા અસીલની સંયુક્ત ખાતાની ખેતીની જમીન ભાવનગર જીલ્લાના
શીહોર તાલુકાના મોજે બુઢણા ગામે ખાતા નં. ૬૩૬ જેના રે.સ.નં. ૧૦૨ પૈકી/૩
ની હે.આરે.૧-૧૩-૩૧ ચો.મી. થી આવેલ છે. જે ખેતીની જમીન વારસાઈ હકકે
પ્રાપ્ત થયેલ છે. અને ખેતીકામ કરી તેઓના પરિવારનું ગુજરાન ચલાવે છે.
અમારા અસીલની ઉપરોક્ત રે.સ.નં. વાળી ખેતીની જમીનમાં ગેરકાયદેસર
અપ્રવેશ કરી સરકારશ્રી દ્વારા નીચત કરવામાં આવેલ ધારા ધોરણોનો ભંગ કરીને
સરકારશ્રીની નિયત કરેલ સક્ષમ આથોરીટીની જરૂરી મંજૂરી મેળવ્યા વિના અને
અમારા અસીલની કોઈ પણ જાતની સહી, સંમતિ, કે મંજૂરી લીધા વિના તદ્દન
ગેરકાયદેસર રીતે અમારા અસીલની ઉપરોક્ત ખેતીની જમીનમાં વિંડ સોલાર

પ્રોજેક્ટની વીજપોલ ઉભા કરવાનો સર્વે કરી ગયેલ હોય. અને તમારી કંપનીના વીજ પોલ અમારી જમીનની વચ્ચે આવતા હોય. જેના કારણે અમારા અસીલને ખેતીકામ કરવામાં ઘણી બધી તકલીફો ઉભી થાય તેમ હોય.

૨. આમ અમારા અસીલની ખેતીની જમીનમાંથી ગેરકાયદેસર વિજ પોલ ઉભા કરવામાં આવે તો તે વિજપોલ પરથી હેવી વીજ લાઈન પસાર કરવાની થતી હોય. જેના કારણે અમોના અસીલની જાન માલની હાની થાય તેમ હોય અને અમારા અસીલની જમીન ડેવલોપ થઈ શકે નહીં અને આ જમીન ડેવલોપ માટે કોઈને વહેંચી શકે નહીં અને અમારા અસીલની જમીનની કિંમતમાં પરખમ ઘટાડો થાય અને અમારા અસીલને વિના કારણે નુકશાન વહેંઠવું પડે તેમ હોય. અને આ જમીનમાં આવી ગેરકાયદેસર વીજ લાઈન પસાર કરવાનો તમોને કોઈ હકક અધિકાર ન હોય અને અમારા અસીલનો હકક આધિકારને નુકશાન જાય તેમ છે.

૩. આમ તમોએ અમારા અસીલના ખેતરમાં ગેરકાયદેસર રીતે પસાર કરવામાં આવતી વીજ લાઈનના કારણે અમારા અસીલને વિના કારણે ધરખમ નુકશાન વહેંઠવું પડે તેમ હોય, અને ગેરકાયદેસર વીજ પોલ ઉભા કરવાની કામગીરી હાથ ધરવાના હોય, જે અંગેની કાયદેસરની કાર્યવાહી કરતાં પહેલાં નોટીસ આપવી જરૂરી હોય, જેથી અમારા અસીલે હાલની આ નોટીસ તમોને અમારા મારફત આપેલ છે.

૪. સબબ આ નોટીસ આપી તાકીદ કરવાની કે,

આ નોટીસ મળ્યેથી દિન-૧૫ માં અમારા અસીલને રૂબરૂ મળી તેઓને થતા નુકશાન બાબતે વાતચીત કરી કાયમી પ્રશ્નનો હલ કરવા તેમજ કાયદેસરની વીજ લાઈન પસાર કરવા જણાવવામાં આવે છે. જો તેમ કરવામાં કસુર કરશે તો, અમારા અસીલે તેઓને મળેલ કાયદાકીય સલાહ મુજબ તમારા વિરુદ્ધ દીવાની તેમજ ફોજદારી રાહે કાયદેસરની કાર્યવાહી કરવાની ફરજ પડશે. અને જેનાં થનાર તમામ ખર્ચ અને પરીણામની સઘળી જવાબદારી તમારા શીરે રહેશે. જેની ખાસ તથા ગંભીર નોંધ લેશે.

આ નોટીસ અમારા અસીલે તમારી કસુરનાં કારણે આપવી પડેલ હોય,
જેથી નોટીસ ખર્ચેની રકમ રૂ. ૩૫૦૦/- અમારા અસીલને ચૂકવીને આપશો.

તા. ૧૦/૦૮/૨૦૨૫

(કે. સી. મકવાણા)

એડવોકેટ

અમારા અસીલની સુચના તથા ફરમાઈસ મુજબ

મુ. લાઠી.

13.14. We note that the said legal notices were replied by the Petitioner vide reply dated 08.09.2025. 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. ૦૮/૦૯/૨૦૨૫

પ્રતિ,
વિનોદબાઈ વિઠ્ઠલબાઈ બેલડીયા
રહે. તા. પાલીતાણા જી. ભાવનગર

વિષય :- આપશ્રીની ત. ૧૦/૦૮/૨૦૨૫ નોટિસ અન્વયેનો જવાબ.

ઉપરોક્ત વિષય અન્વયે જણાવવાનું કે, આપશ્રી દ્વારા ભાવનગર જીલ્લાના પાલીતાણા તાલુકાના ગામ બુઢણા ગામે ખાતા નં. ૮૧૧ જેના રેવન્યુ સરવે નં. ૭૩ પૈકી ૧ ની હે. આરે. ૦-૭૫-૮૮ 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 મેક્ષ 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. ૦૮/૦૯/૨૦૨૫

પ્રતિ,
દિનેશબાઇ જીવરાજભાઇ ડોંડા,
રહે. વરાછા સુરત

વિષય :- આપશ્રીની ત. ૧૦/૦૮/૨૦૨૫ નોટિસ અન્વયેનો જવાબ.

ઉપરોક્ત વિષય અન્વયે જણાવવાનું કે, આપશ્રી દ્વારા ભાવનગર જીલ્લાના પાલીતાણા તાલુકાના ગામ બુઢણા ગામે ખાતા નં. ૬૩૬ જેના રેવન્યુ સરવે નં. ૧૦૨ પૈકી ૩ ની હે. આરે. ૧-૧૩-૩૧ 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 મેક્ષ વાયુ પ્રાઇવેટ લીમીટેડ વતી,

.....”

13.15. We note that the Petitioner has submitted that several rounds of discussion with local stakeholders and authorities were done, but landowners remain resistant to allowing transmission infrastructure through their holdings. The ROW still continues and the Petitioner has also put forth a representation to DY Collector for resolution of the said issue on 12.09.2025 as the resolution of the same is required for making application under Section 68 and Section 164 approval under Electricity Act, 2003. The said representation dated 12.09.2025 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. 12/09/2025

પ્રતિ,
મામલતદારશ્રી

તા. શિહોર, જી. ભાવનગર,

વિષય- બુઢણા ગામના ખેડૂત ખાતેદારોની નોટીસ અન્વયેનો જવાબ.

ઉપરોક્ત વિષય અન્વયે જણાવવાનું કે, ક્લીન મેક્ષ વાયુ પ્રાઇવેટ લિમિટેડ તથા કોન્ટ્રાક્ટર કંપનીને દ્વારા શીહોર તાલુકાના બુઢણા ગામે સોલાર પાવર પ્રોજેક્ટ માટે વીજ લાઇન પસાર કરવા અને પોલ નાખવાની કામગીરીમાં સર્વે કરવા તથા કામગીરી બાબતે બુઢણા ગામના સર્વે નંબર ૨૭૩ પૈકી ૧, તથા ૧૦૨ પૈકી ૩ ના ખેડૂત ખાતેદારો તરફથી વાંધા નોટીસ મળેલ.

ઉપરોક્ત બાબતે નોટીસમાં જણાવેલ મુદ્દાઓ બાબતે સંબંધિત ખેડૂતો સાથે રૂબરૂ ચર્ચા કરેલ છે, તેમજ માપણી અંગેની કાર્યવાહી ચાલુ છે, સદરહૂ લાઇન અને પોલ ઉપરોક્ત માલિકીના જમીનમાં આવે છે કે અન્ય માલિકી સરકારી જમીનમાં આવે છે તે અંગેની સ્પષ્ટતા થયા બાદ આગળની પ્રક્રિયા કરવામાં આવશે જે ધ્યાને લેવા વિનંતી છે.

આપનો વિશ્વાસુ,

મેસર્સ ક્લીન મેક્ષ વાયુ પ્રાઇવેટ લિમિટેડ વતી,

.....”

13.16. We note that the Petitioner while execution and commissioning of the 50 MW solar power plant at Sagapara SS of GETCO has faced Right of Way issues from the local farmers/ landowners and legal notice dated 11.11.2024 was sent to the Petitioner, the Petitioner replied to the notice on 02.12.2024 and settlement of the ROW issue was finally arrived between the farmers and petitioner. The Petitioner on 10.09.2025 informed the Mamlatdar/Dy. Collector regarding the settlement agreed between the farmers and petitioner. Thus, ROW issue for land survey No. 105p1, 128 p5, 109 resolved on settlement for partial land capacity required for the project on 10.09.2025.

13.17. We note that ROW issue arose in the land survey number 73p1 and 102 p3-1 for which the Petitioner was served with legal notices dated 10.08.2025 from the landowners of the aforementioned survey numbers. The said legal notices were replied by the Petitioner vide reply dated 08.09.2025. The Petitioner has also put forth a representation to DY Collector for resolution of the said issue on 12.09.2025 as resolution of the same is required for application for section 68 and Section 164 approval under Electricity Act, 2003.

13.18. 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 the Tariff Framework Order issued by the Commission.

13.19. 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.

13.20. We note that the well-settled legal position that delays caused on account of ROW issues have been consistently recognized by the Commission as

well as Central Electricity Regulatory Commission as valid grounds for extension of time under the doctrine of force majeure.

13.21. 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.

13.22. Considering the above, we are of the view that ROW issue arose in the present case from 11.11.2024 onwards and still continue, as per the Petitioners submission, dated 07.11.2025 which is beyond the control of the Petitioner i.e. 362 days. The Petitioner is eligible for extension in completion of evacuation infrastructure and bays for the said period i.e. 362 days as unforeseen event which is beyond the control of the Petitioner.

14. Lack of clarity regarding the banking facility.

14.1. The petitioner submitted 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.

14.2. 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.

- 14.3. The MoP, Govt. of India issued a clarification on 21.08.2024 with respect to the banking provision of the GEOA Rules, 2022.
- 14.4. The GUVNL vide letter dated 31.08.2024 also issued clarification on banking provisions.
- 14.5. 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.

- 14.6. GUVNL issued a letter dated 23.07.2025 intimating DISCOMS to not act upon the GUVNL's clarification dated 31.08.2024 until further directions
- 14.7. The Petitioner submitted that from 13.02.2024 till 31.08.2024 the ability of the Petitioner to progress with the development was severally impacted. Further the stay order dated 19.06.2025 by the High Court of Gujarat followed by GUVNL' Letter dated 23.07.2025 has created uncertainty on the fate of the development of renewable energy projects. Till the continuation of the stay order, ability of the Petitioner to develop the project will be impacted.
- 14.8. Per contra the Respondent submitted that the Petitioner is raising issues without any consideration of actual impact is clear from the issue raised on banking. The Stage-II connectivity to the Petitioner was granted on 30.09.2024 and therefore the period prior to 31.08.2024 could not possibly have any impact on the Petitioner. There could not possibly have been any regulatory vacuum after 30.09.2024 as sought to be alleged by the Petitioner since as per the Petitioner the uncertainty was put to rest on 31.08.2024. The claim of the Petitioner is from 13.02.2024 to 31.08.2024 which is prior to 31.08.2024. Therefore clearly there is no issue at all. The Petitioner had applied for 50 MW connectivity and the same was maintained even now. The Petitioner has not specified how the

issues of banking affected the project. The claim of being affected by stay order dated 19.06.2025 is also not correct. There are further orders being Order dated 05.08.2025 passed by the Hon'ble High Court. The Petitioner itself is claiming to be affected by alleged rainfall during July – August 2025 and therefore admittedly the Petitioner is continuing with the project. 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 220 KV connectivity would have remained same, irrespective of capacity of the project.

- 14.9. 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.

14.10. 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.

14.11. We note that the contention of the Petitioner that there is regulatory vacuum/ Lack of clarity regarding the banking facility during the Period from 13.02.2024 till 31.08.2024 and further the stay order dated 19.06.2025 by the High Court of Gujarat followed by GUVNL' Letter dated 23.07.2025 has created uncertainty on the fate of the development of renewable energy projects is concerned, We note that the Petitioner had applied for connectivity and evacuation of power from its 50 MW Power project.

14.12. We note that the Petitioner while claiming that there was uncertainty due to banking facility clarification applied for Stage-I connectivity on 10.02.2024 to the Respondent, GETCO. The Respondent on 01.04.2024 granted the Stage-I connectivity. Further the Petitioner on 03.09.2024 applied for Stage-II connectivity to the Respondent, GETCO. The Respondent GETCO on 30.09.2024 granted the Stage-II connectivity. We further note that the Respondent issued provisional estimate on 23.10.2024 which was paid by the Petitioner on 25.10.2024. Further on 28.10.2024 the connection agreement was entered into between the Petitioner and the Respondent for establishing connectivity of 50 MW Wind power project at 66 kV level with 220/66 kV Sagapara S/s of GETCO. We note that the Stage-II connectivity to the Petitioner was granted on 30.09.2024, Provisional estimate was paid by the Petitioner on 25.10.2024, the connection agreement was entered into between the Petitioner and the Respondent on 28.10.2024, therefore the period prior to 31.08.2024 could not have any impact on the Petitioner. Thus, there was no alleged uncertainty or lack of clarity for the Petitioner for the period from 13.02.2024 to 31.08.2024 which is prior to 30.09.2024 the date on which stage-II connectivity was granted to the Petitioner.

14.13. We further note that there could not be any regulatory vacuum after 30.09.2024 since as per the Petitioner the uncertainty was put to rest on vide GUVNL vide letter dated 31.08.2024.

14.14. We note that the Petitioner has claimed uncertainty due to stay order dated 19.06.2025 in special Civil Application No. 6730 of 2025 passed by the Hon'ble High Court of Gujarat followed by GUVNL letter dated 23.07.2025 has created uncertainty on the fate of the development of renewable energy project till the continuation of the stay order ability of the Petitioner to develop the project will be impacted. We note that the Hon'ble High Court of Gujarat on 05.08.2025 has passed further order in Special Civil Application No. 6730 of 2025.

14.15. We note that the Petitioner had obtained connectivity of 50 MW which was granted on 30.09.2024 and there has been no change in the capacity at any time.

14.16. 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 220/66 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 power 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.

14.17. 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.

14.18. 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.

15. Delay in transformer delivery due to market demand crisis.

15.1. The Petitioner submitted that the delay in the delivery of transformer 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.

15.2. Per contra the Respondent contended that there is no documents provided, no purchase orders or otherwise for delay in supply of circuit breaker leading to delay in delivery of transformers. The Petitioner has merely referred to this aspect with not a single document. It is clear that such claims are erroneous claims made up by the Petitioner. The Petitioner had sought for approval of contractor only in 2025 and therefore the Petitioner was already delayed. 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. The delay by its contractor cannot be the basis of claiming extension. The Petitioner has to also clarify whether the delay is considered as force majeure in the contract with the supplier/contractor

15.3. We note that the Petitioner has claimed that there is a force Majeure event occurred due to delay in delivery of transformers due to disturbance in

supply chain of power transformer globally which is also recognized by the Ministry of Power.

15.4. We note that the Petitioner on 26.05.2025 has intimated to the Respondent that the Petitioner have given EPC contract to M/s Simms Engineering Pvt. Ltd. Porbandar which is a registered vendor of the Respondent, GETCO. The Respondent on 11.06.2025 gave approval to M/s Simms Engineering Pvt. Ltd. for erection of 66 kV Class feeder. Thus the Petitioner had sought for approval of contractor only in 2025 and therefore the Petitioner was already delayed.

15.5. 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 its Solar power project 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 transformers 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 Petitioner

which is not qualified for extension of the time limit of evacuation infrastructure and bays sought by the petitioner.

15.6. We note that the delays or unavailability of materials or delays by contractors/sub-contractors is not considered force majeure and has been excluded in case of PPAs. 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.

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

16. Delay due to unfavourable weather conditions:

16.1. The Petitioner submitted that due to unforeseen events, the majority construction work is pushed to the months of July and August which are high rain seasons in Gujarat and particularly in parts of Bhavnagar where the Petitioner's Substation is located.

16.2. Up till first week of July, 2025 (i.e. initial days of monsoon), Bhavnagar had already seen more than half of its average rainfall implying that this year,

Bhavnagar is going to face an above average rainfall levels which will be further interrupting the works of the Petitioner.

16.3. In the month of June 2025, the monsoon reached the project site leading to heavy rainfall and making the site inaccessible to equipment, manpower and machinery like JCBs, cranes etc. Due to the abovesaid event, the civil works of the Project shifted from the earlier May schedule to June leading to a series of consequential delays in the various works for the Project.

16.4. The construction of the transmission towers and the stringing of the transmission line were also delayed due to heavy rains leading to inaccessible locations. There is delay of 60 days on account of incessant rainfall and inaccessibility to the Project site. There is delay of 60 days in the completion of civil works and transmission line works on account of incessant rainfall and inaccessible.

16.5. Per contra the Respondent submitted that the Petitioner itself claims that the July and August are heavy rain seasons and therefore these are not unforeseen. 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.

- 16.6. The Petitioner had not even engaged an EPC contractor until May 2025. The Petitioner has not shown that its area and project were affected.
- 16.7. The press release dated 03.07.2025 does not predicts heavy rainfall. 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.
- 16.8. There is no evidence of any alleged rainfall which may have impeded any activities or rendered the site inaccessible or delayed/hampered progress etc as sought to be alleged. The Petitioner has not provided any basis to claim delay of 60 days
- 16.9. We note that Petitioner has claimed that there is delay due to unfavourable weather during the period of heavy rainfall in the region is concerned, We note that the project site of the Petitioner is situated at village Sagapara, Bhavnagar. The Petitioner has submitted that the project site has been severely affected by persistent and unfavourable weather conditions, including heavy rainfall, and waterlogging, particularly during the monsoon season spanning from July to August 2025.
- 16.10. 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 the Petitioner has not submitted any evidence of alleged waterlogging or heavy rainfall which may have impeded any activities or rendered the site inaccessible or affected logistics or supply chains or created hazardous working conditions.

16.11. We note that the India Metrological Department's (IMD) Press release submitted by the Petitioner 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 rainfall report recognises that Bhavnagar in fact received less rainfall than the average rainfall received. We further note that Rainfall even if heavy, during monsoon season cannot be considered as unforeseen.

16.12. 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.

16.13. 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.

17. Delay due to TP/DP Clarification

17.1. The Petitioner submitted that the Respondent 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 order dated 21.09.2024 allowed the prayer of the GETCO and cloud of uncertainty on transfer of connectivity was over.

17.2. In order to develop the Project and complete the same within the stipulated period of twelve (12) months as prescribed under the applicable procedure, it is essential that the transferees/off-takers are duly tied-up and confirmed prior to submission of the application for grant of connectivity. Finalisation of off-takers in advance is indispensable, so that construction activities may commence immediately upon issuance of the final grant of connectivity. However, the process of finalising off-takers was significantly impacted due to uncertainty arising from the provisions

relating to developer/transferor permissions. Owing to such uncertainty, the Project capacity and corresponding off-takers could not be tied-up concurrently with the grant of connectivity, thereby adversely affecting the ability to commence Project execution immediately upon issuance of the final connectivity approval. The procedural steps for tying-up off-takers, which include initiation of discussions, finalisation of commercial and contractual terms, load/demand assessment, simulations, sizing of the Project, due-diligence by both parties, and achievement of financial closure and equity infusion, ordinarily require a period of five (5) to six (6) months. In the present case, these activities could only begin after the clarification issued by the Commission in Petition No. 2377 of 2024, vide Order dated 21.09.2025. Consequently, the commencement of execution of the Project has been delayed by a period of approximately six (6) months.

- 17.3. 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 prayer to allow transfer of connectivity. The Commission vide order dated 21.09.2024 allowed the prayer of the GETCO.

- 17.4. We note that the Petitioner is developing 50 MW Solar Power plant at GETCO 220 KV Sagapara on 66 KV S/s. The Petitioner was granted the Stage-II connectivity on 30.09.2024. The provisional estimate was issued by the Respondent on 23.10.2024 which was thereby paid by the Petitioner on 25.10.2024. On 28.10.2024 the connection agreement was entered into between the Petitioner and the Respondent.
- 17.5. We 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.
18. We note that the Petitioner has submitted the updated project status which is as under:

Project progress status		
Sr. No.	Activity	Expenditure
Common infra -development		
1	SITC of 66 kV Bay at GSS	1,58,00,219
2	SITC of 50 MVA PSS	11,09,52,177
3	SITC of 66 kV SPDC TL Line	5,56,53,000
4	Approvals	15,00,000
5	Civil Work	79,00,000
6	Basic Total	19,18,05,396.00
7	IGST @ 18%	3,45,24,971.28
8	Total after Tax (A)	22,63,30,367.28
Land work		
9	Land Leased (B) Note: 80 Acres Leased out of 110 Acres	3,00,00,000

10	Total (A+B)	25,63,30,367.28
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ORDER

19. 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 from 11.11.2024 and still continuing as per the submission of the Petitioner, which is beyond the control of the Petitioner i.e. delay of 362 days (which is ongoing). The Petitioner is, therefore, eligible to get extension in completion of evacuation infrastructure for a period of **362 days**.
20. We order accordingly.
21. With this Order, the Petition and IA stands disposed of.

Sd/-

[S.R. Pandey]
[Member

Sd/-

[Mehul M. Gandhi]
Member

Place: Gandhinagar.

Date: 11/11/2025