

**BEFORE THE GUJARAT ELECTRICITY REGULATORY COMMISSION
GANDHINAGAR**

Petition No. 2314 of 2024.

In the Matter of:

Petition under Section 86 (1) (f) of the Electricity Act, 2003 read with Article 8 of the PPA dated 15.12.2022 seeking extension/deferment of the timeline for SCOD on account of Force Majeure events beyond the reasonable control of the Petitioner (i.e. excessive rainfall at the Project site and delay in grant of connectivity for the Project) and consequential reliefs thereto.

Petitioner : Project Twelve Renewables Power Pvt. Limited
S 2904, 29th Floor, World Trade Centre
Brigade Gateway, Dr. Rajkumar Road
Malleswaram, Rajajinagar,
Bengaluru- 560055, Karnataka.

Represented By : Ld. Sr. Advocate Mr. Rashesh Sanjanwala,
Ld. Adv. Aniket Prasson and Ld. Adv. Pratiksha
Chaturvedi

V/s.

Respondent No. 1 : Gujarat Urja Vikas Nigam Limited
Sardar Patel Vidyut Bhavan,
Race Course Circle, Vadodara-390007.

Represented By : Ld. Adv. Srishti Khindariya alongwith Mr. Rahul
Prateek.

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

Represented By : Ld. Adv. Srishti Khindariya alongwith Mr. Shobhraj
Jayswal

CORAM:

Anil Mukim, Chairman
Mehul M. Gandhi, Member
S. R. Pandey, Member

Date: 15/04/2025.

DAILY ORDER

1. The matter was heard on 03.03.2025.
2. Ld. Sr. Adv. Sanjanwala, appearing on behalf of the Petitioner, submitted that the Petitioner is setting up 140 MW Wind Power Project at District Amreli, Gujarat in terms of the PPA dated 15.12.2022 executed between the Petitioner and the Respondent GUVNL. The Petitioner by way of present Petition seeking extension of the timelines of Scheduled Commercial Operation Date (SCOD) of the Project on account of occurrence of Force Majeure events under Article 8 of the aforesaid PPA. It is submitted that as per the provisions of the PPA, SCOD of the Project is 14.12.2024.
 - 2.1. It is submitted that there is delay of 225 days mainly due to cancellation/ revocation of connectivity and subsequent reallocation of connectivity for the project.
 - 2.2. It is further submitted that they are seeking deferment of Scheduled Commercial Operation Date (SCOD) of the Project up to 15th April 2025 only.
 - 2.3. It is further submitted that the Petitioner faced delays in obtaining 'Stage-II connectivity' from Gujarat Energy Transmission Corporation Limited (GETCO) due to procedural issues and misunderstandings, leading to the revocation of connectivity and subsequent delays in project execution.
 - 2.4. The petitioner applied for 'Stage-I and Stage-II connectivity' in January 2023, which was granted in February 2023. However, as it is required to submit payment receipt along with the draft agreement, it was delayed as

payment receipt was not received and also no confirmation on draft agreement was received in time. Due to a delay in signing the 'Connection Agreement', GETCO revoked the Stage-II connectivity in May 2023. Before cancellation of the Connectivity, the Respondent GETCO has not served any notice to the Petitioner.

- 2.5. The petitioner again applied for connectivity, which was granted in November 2023, but the delay has impacted in the project timeline.

3. Ld. Adv. Srishti Khindariya, appearing on behalf of the Respondent GETCO submitted that the cancellation of connectivity was due to the petitioner's failure to comply with the stipulated conditions specified for grant of connectivity procedures as approved by the Commission and not complied with necessary conditions and documents in timelines under the Detailed Procedure for connectivity.
 - 3.1. It is further submitted that the Petitioner was granted Stage II connectivity on 16.02.2023 but the Petitioner failed to pay the estimate and sign the connectivity agreement within the required 65-day timeline. As per the Detailed Procedure, the connectivity was automatically revoked on 22.04.2023 due to default on the part of the Petitioner.
 - 3.2. It is also stated that the Petitioner's delay in submitting the connectivity agreement was not justified, and GETCO had no authority to grant an extension. The petitioner claimed confusion regarding the draft agreement and the need for GETCO's confirmation of payment before submitting the connectivity agreement. GETCO refutes these claims, stating that the petitioner was well aware of the procedures and timelines.
 - 3.3. It is also submitted that the cancellation of the Petitioner's connectivity was valid and in accordance with the Detailed Procedure. The Petitioner's failure to comply with the timelines led to the automatic revocation of connectivity. GETCO denies any wrongdoing and asserts that it followed the prescribed procedures strictly. The petitioner's subsequent compliance with the timelines in its reapplication for connectivity further supports GETCO's position that the initial cancellation was justified.

3.4. Ld. Advocate on behalf of the Respondent GUVNL further stated that there is no force majeure event and hence no relief under force majeure permissible. There is no evidence to prove that the connectivity issue or rainfall event was beyond the petitioner's control. GUVNL seeks to enforce the PPA strictly, holding the petitioner liable for delays and liquidated damages.

4. We note that the parties in the Petition have argued at length and placed their contentions in the subject matter and completed their arguments. However, in the interest of justice, both the parties are at liberty to file their written submission if any, within ten days, with a copy to each other.

5. The matter is reserved for final Order.

6. Order accordingly.

sd/-
[S. R. Pandey]
Member

sd/-
[Mehul M. Gandhi]
Member

sd/-
[Anil Mukim]
Chairman

Place: Gandhinagar.
Date: 15/04/2025.