

**BEFORE THE GUJARAT ELECTRICITY REGULATORY COMMISSION
AT GANDHINAGAR**

Petition No. 2532 of 2025

In the matter of:

Petition under Section 86(1)(b), 86(1)(e), Section 86(1)(f) and 86(1)(k) of the Electricity Act, 2003 read with Article 8 of the Power Purchase Agreement dated 08.02.2024 executed between M/s Juniper Green Kite Private Limited and Gujarat Urja Vikas Nigam Limited, for supply of 70 MW wind power from its project in the state of Gujarat, seeking inter alia extension of the Scheduled Commercial Operation Date on account of certain Force Majeure events affecting the project implementation and thereby passing appropriate Order(s) / Direction(s) in this regard to the extent prayed for herein.

Along with

I.A. No. 76 of 2025 in Petition No. 2532 of 2025

In the matter of:

Interlocutory Application under Section 94(2) of the Electricity Act, 2003 read with Regulations 66 and 80 of the GERC (Conduct Of Business) Regulations 2004 seeking issuance of appropriate interim Orders against the Respondent along with supporting affidavit.

Petitioner / Applicant : Juniper Green Kite Private Limited

Represented by : Ld. Adv. Ms. Parichita Chowdhury along with
Mr. Mandeep Saluja Ms. Sanjeevani Mishra

V/s.

Respondent : Gujarat Urja Vikas Nigam Limited

Represented by : Ld. Adv. Ms. Srishti Khindaria along with
Mr. Rahul Pareek

CORAM:

Shri Mehul M Gandhi, Member

Shri S.R. Pandey, Member

Date: 02/09/2025

DAILY ORDER

1. The matter was kept for hearing on 29.08.2025.
2. Ld. Adv. Ms. Parichita Chowdhury, appearing on behalf of the Petitioner, Juniper Green Kite Private Limited, submitted that the present Petition has been filed by the Petitioner under Section 86(1)(b), 86(1)(e), 86(1)(f) and 86(1)(k) of the Electricity Act, 2003 read with Article 8 of the Power Purchase Agreement dated 08.02.2024 executed between M/s Juniper Green Kite Private Limited and Gujarat Urja Vikas Nigam Limited (Respondent), for supply of 70 MW wind power from its project in the state of Gujarat, seeking inter alia extension of the Scheduled Commercial Operation Date on account of certain Force Majeure events affecting the project implementation and thereby passing appropriate Order(s) / Direction(s) in this regard to the extent prayed for herein.
 - 2.1. It is submitted that the Petitioner is setting up 70 MW wind power project at Villages Bamanasa, Kuranga, Okha Madhi, Hadmatiya and nearby villages, Taluka: Kalyanpur and Dwarka, Dist.: Devbhoomi Dwarka, Gujarat. As per Power Purchase Agreement (PPA) dated 08.02.2024 executed between the Petitioner and the Respondent, Gujarat Urja Vikas Nigam Limited (GUVNL), the SCOD of the Project is 07.02.2026.
 - 2.2. It is submitted that due to occurrence of the following force majeure event(s), the Petitioner apprehends that the Project may not be commissioned by the SCOD:
 - (a) Delay in allotment of land and obtaining land approval for setting up the Project - FM Event 1

- (b) Administrative Disruptions caused due to General Elections in Gujarat - FM Event 2
- (c) Delay due to Right of Way Issues - FM Event 3
- (d) Supply Chain Bottlenecks due to Critical Shortage of Solid-core Insulators required for production of Isolators - FM Event 4
- (e) Notification dated 03.03.2025 issued by Superintendent of Police, Devbhoomi Dwarka, which restricted movement of the vehicles - FM Event 5
- (f) Indefinite Strike across Quarries and Mines in Gujarat – FM Event 6
- (g) India - Pakistan War (undeclared) - FM Event 7
- (h) Delay due to lack on regulatory certainty on the requirement for installation of Remote Terminal Unit at each Wind Turbine Generator in terms of the Commission's Order dated 31.08.2024 in Petition No. 05 of 2024 - FM Event 8

2.3. The Petitioner / Applicant has requested the Commission to issue appropriate ex-parte, ad-interim direction(s) / order(s) restraining the Respondent, GUVNL, to take any coercive and/or precipitative step(s) against the Petitioner, including invocation and/or encashment of the Performance Bank Guarantee amounting to ₹ 14 Crores, which has been submitted by the Petitioner in terms of the PPA, till the final disposal of the accompanying petition.

2.4. The Petitioner / Applicant has further requested the Commission to issue appropriate ex-parte, ad-interim direction(s) / order(s) restraining Gujarat Urja Vikas Nigam Limited to take any coercive and/or precipitative step(s) against the Petitioner, including imposition of any liquidated damages upon the Petitioner for not meeting the timelines as obligated under the PPA, on account of the Force Majeure events faced by the Petitioner during the construction and development of the Project.

3. Ld. Adv. Ms. Srishti Khindaria, appearing on behalf of the Respondent, Gujarat Urja Vikas Nigam Limited (GUVNL), submitted that the Respondent would file its submissions in the present matter. She submitted that the Commission may grant two weeks' time to file reply in the matter.
4. Ld. Adv. Ms. Parichita Chowdhury, appearing on behalf of the Petitioner, in response requested to grant one week time to file reply on submission of the Respondent.
5. Both, the Petitioner and the Respondent, requested for keeping hearing on Saturday of last week of September or first week of October.
6. Heard the parties.
7. We note that the present Petition is filed under Section 86(1)(b), 86(1)(e), 86(1)(f) and 86(1)(k) of the Electricity Act, 2003 read with Article 8 of the Power Purchase Agreement dated 08.02.2024 executed between M/s Juniper Green Kite Private Limited and Gujarat Urja Vikas Nigam Limited (Respondent), for supply of 70 MW wind power from its project in the state of Gujarat, seeking inter alia extension of the Scheduled Commercial Operation Date on account of certain Force Majeure events affecting the project implementation and thereby passing appropriate Order(s) / Direction(s) in this regard to the extent prayed for herein.
- 7.1. We also note the Petitioner / Applicant has requested to issue appropriate ex-parte, ad-interim direction(s) / order(s) restraining the Respondent to take any coercive and/or precipitative step(s) against the Petitioner, including invocation and/or encashment of the Performance Bank Guarantee submitted by the Petitioner in terms of the PPA and imposition of any liquidated damages upon the Petitioner for not meeting the timelines as

obligated under the PPA, on account of the Force Majeure events faced by the Petitioner during the construction and development of the Project.

- 7.2. We grant two weeks' time to file submission, if any, in the present Petition by the Respondent and one week thereafter for filing reply on it by the Petitioner, if any.
8. The Respondent is directed to file its submission within 2 weeks' time with a copy to the Petitioner. Further, the Petitioner is also at liberty to file its rejoinder reply, if any, within one week time after the receipt of reply from the Respondent.
9. The next date of hearing will be intimated separately.
10. We order accordingly.

Sd/-
[S. R. Pandey]
Member

Sd/-
[Mehul M. Gandhi]
Member

Place: Gandhinagar
Date: 02/09/2025