

**BEFORE THE GUJARAT ELECTRICITY REGULATORY COMMISSION
GANDHINAGAR**

Petition No. 2518 of 2025.

In the Matter of:

Petition under Section under Section 86 (1) (f) of the Electricity Act, 2003 seeking quashing/setting aside the email dated 14.02.2025 and the letter dated 01.03.2025 issued by GETCO thereby illegally rejecting Stage - II connectivity application of the Petitioner qua the infrastructure being developed by it for evacuation of power from its 35 MW Wind Power Project to GETCO's 66 KV Nadadhri Sub-station for extraneous reasons untenable in the eyes of law.

Along with

IA No. 64 of 2025 in Petition No. 2518 of 2025.

In the Matter of:

Interlocutory under Rule 61 of the GERC (Conduct of Business) Regulations, 2004 read with Section 94 (2) of the Electricity Act, 2003 seeking urgent listing of the captioned Petition along with the application for seeking interim relief

And

IA No. 65 of 2025 in Petition No. 2518 of 2025.

In the Matter of:

Interlocutory Application under Rule 30 of the GERC (Conduct of Business) Regulations, 2004, read with Section 94 (2) of the Electricity Act, 2003 seeking for interim relief

Petitioner : Suzlon Global Service Limited
'Suzlon', House 5, Shrimali Society,
Near Shri Krishna Complex, Navrangpura,
Ahmedabad-380009

Represented By : Ld. Sr. Adv. Mr. Rashesh Sanjanwala along with
Ld. Adv. Mr. Mridul Chakravarty and

Ld. Adv. Harshit Singh

V/s.

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

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

CORAM:

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

Date: 10/09/2025.

DAILY ORDER

1. The present matter was kept for hearing on 31.07.2025.
2. Ld. Sr. Adv. Mr. Rashesh Sanjanwala appearing on behalf of the Petitioner referring to the daily order dated 29.07.2025 submitted that the Commission noted that the Petitioner has prayed for granting *status quo* in the matter with consideration of urgency and avoiding multiplicity of the proceedings in case the connectivity is granted/ allocated to other applicant which is opposed by the Respondent stating that they may be granted two days's time to put facts for denial/ cancellation of connectivity of the Petitioner. The Commission kept the matter for hearing on 31.07.2025.
 - 2.1. He submitted that the Petitioner submitted its Stage-I connectivity application on 30.06.2024 *qua* evacuation of 50 MW Wind Power to the 66 kV Nadadhri sub-station of GETCO under captive mode. The Respondent,

GETCO, on 05.08.2024 granted approval for Stage-I application of 35 MW Wind Power to 66 kV Nadadhri sub-station of GETCO under captive mode.

- 2.2. He submitted that the Petitioner submitted its Stage-II connectivity application on 29.01.2025 qua evacuation of 35 MW Wind power to the 66kV Nadadhri Sub-station of GETCO under captive mode along with all the requisite documents.
- 2.3. He submitted that the Respondent GETCO issued a mail on 14.02.2025 raising queries (1) as per Hon'ble GERC order dated 21.09.2024 in Petition No. 2377 of 2024 the connectivity applicants shall have to declare the category under which application is submitted out of (i) RE Park Developer (ii) RE developer (ii) RE project. (2) Further the application is under captive category, the Petitioner has to provide the consumer No. of all drawee user(s) who shall offtake the RE power.
- 2.4. He submitted that the Petitioner vide its letter dated 21.02.2025 addressed all the abovementioned queries of GETCO. (1) With regard to the query of category under which the application is submitted the petitioner declared that they had applied in the category as "RE Developer". (2) In response to provide consumer No. of all drawee user(s) the Petitioner submitted that the Clause no. 11.3 of GERC order implies that for development of RE Project, the RE developer takes the connectivity from GETCO with the intent to allocate, transfer and assign individual RE projects to identified entities on receipt of GEDA. It has not stated for submission of consumer numbers while applying for Stage-2 connectivity.
- 2.5. He submitted that even after fulfilling all the requirements qua the queries raised by GETCO, GETCO vide its letter dated 01.03.2025 rejected the Stage-II connectivity application of the Petitioner on the ground that the

Petitioner did not submit the required documents as per Clause 4.5 and 8.2.2 of the Connectivity Procedure, 2023.

3. Ld. Adv. Mr. Mr. Aneesh Bajaj appearing on behalf of the Respondent submitted that the Petitioner has not submitted the required documents as per Clause 4.5 and 8.2.2 of GERC Procedure for Connectivity dated 07.01.2023.

3.1. He further referred to Clause 11.3 of the Order dated 21.09.2024 in Petition No. 2377 of 2024 wherein it is provided as “We also decide and allow to add following provisos under Clause 4.5 of “grant of connectivity to projects based on RE sources to intra -state transmission system” dated 07.01.2023 *“Provided that where RE Park Developer (as declared in the application for connectivity) developing the infrastructure facilities for the RE Projects to be established in the RE Park obtains connectivity for evacuation of power from RE projects located in the RE Park, such arrangement between the RE Park Developer and the RE Projects shall not be in breach of the above and the connectivity so taken by the RE Park Developer shall be deemed to be on behalf of the RE Projects also for all intents and purposes. The RE Park Developer shall be required to declare the intent at the time of filing of the application for Connectivity.*

Provided further that where under any scheme duly declared in the application for connectivity, the RE Developer develops the RE Projects in aggregate, with Connectivity to the Grid taken by the RE Developer with intent to allocate, transfer and assign individual RE Projects to identified entities, such arrangement between the RE Developer and the RE Projects shall not be in breach of the above and the connectivity so taken by the RE Developer shall also be deemed to be on behalf of the RE Projects also”

- 3.2. He further submitted that point No. 7 of the letter dated 21.02.2025 states that Notarized undertaking for the project cost of Rs. 65.59 Cr. including tax is only submitted. Further the cost of the project is Rs. 251.09 Cr. excluding tax and the equipment cost of Rs. 195.50 is under the scope of customer. It is stated by the Petitioner that for asset ownership and funding details of equipment cost Rs. 195.50 Crore (Scope of the customer) may be provided as and when customer shall purchase the equipment.
- 3.3. He further submitted that the Petitioner has given undertaking in which cost breakup is provided. He further submitted that equipment cost of Rs. 195.50 Crore which is under the customer scope has not be specified by the Petitioner. It is further say of the Petitioner that the financial closure details will be provided by the customer, whom they have not identified.
- 3.4. He submitted that the Petitioner has submitted BG on 03.03.2025 i.e. after the rejection of Stage-II connectivity by the Respondent. The Petitioner had opportunity to submit the BG on 21.02.2025 but the Petitioner failed to do so.
- 3.5. He further submitted that out of total capacity 25.5 MW is available. Further M/s. Cleanmax has made application on 30.06.2025. He further submitted that the Petitioner has approached the Commission after M/s Cleanmax has made the application.
- 3.6. He further referred to Clause 4.5 of Detailed Procedure of Connectivity which states that connectivity once granted shall not be transferrable to other entity. Also purpose of connectivity once granted cannot be changed or modified.
- 3.7. Clause 8.2.2 provides that an entity who has already applied for Stage-I connectivity or is a grantee of Stage-I connectivity or is applying for Stage-

I connectivity and Stage-II connectivity simultaneously and is not covered under Clause 8.2.1 which has achieved the following milestones:

- (i) Ownership or registered lease agreement or registered land sale agreement for at least 50% of the land area required for the capacity for which Stage-II Connectivity is applied for along with a notarized undertaking as per Format -7 attached with this procedure:
- (ii) Bank Guarantee (BG) that the grantee has to provide as per prevailing Regulations or as specified by the State Commission in relevant orders. as applicable from time to time.
In case of non-feasibility of substation for granting Stage-II connectivity. STU shall return BG to person/applicant along with rejection letter.
- (iii) Financial comfort letter/ financial closure issued by Financial Institution with supporting document, duly supported by Auditor's certificate along with a notarized undertaking as per Format -7 attached with this procedure and;
- (iv) In case of third party sale, agreement/ Contract specifying firm sale/purchase of energy of 75% of connectivity applied by person/ applicant.

3.8. He further submitted that Registered Sale/Lease deed is not duly attested by Notary on each page or Original as per GERC guidelines Clause 8.2.2. Further, as per Format-7 regarding land right is executed & is not in applicant's favour for all survey numbers instead it is in the name of "Suzlon Power Infrastructure Ltd. & Suzlon Gujarat Wind Park Ltd". Format-7 regarding land rights is not submitted for the survey number 99 & 98. Hence, Registered Sale/ Lease deed in original or attested by Notary is

required to be submitted for all survey numbers executed in RE – applicant name as “SUZLON GLOBAL SERVICES LIMITED”.

4. Ld. Adv. for the Petitioner submitted that they have submitted all the land related documents i.e. Notarized land requirement undertaking, title reports attested by Notary with seal on each page, copy of documents regarding merger of SPIL with SGSL & demerger of SGWPL share holding pattern and Govt. of Gujarat GR etc.
 - 4.1. He submitted that the BG was submitted in the month of February only, just the stamp paper was given on 03/03/2025. He further submitted that this cannot be a ground for termination of connectivity. He further submitted that the expiry date of BG is in March-26 and it can be claimed up till March 2027.
 - 4.2. He submitted that the Petitioner issued letter dated 04.03.2025 to GETCO stating in detail that it has already submitted the concerned and relevant documents as stated in Clause 8.2.2 of Connectivity Procedure 2023.
 - 4.3. He referred to Clause 4.5 and 8.2.2 of the Connectivity Procedure 2023 and submitted that the Petitioner has provided all documents vis-à-vis Bank Guarantees, Lease Agreements, Title reports, ownership structure etc. and the same is also evidenced from the letter dated 21.02.2025 and 04.03.2025.
 - 4.4. He submitted that Financial Comfort letter dated 19.11.2024 also discloses that the Petitioner’s project is a self-financed through internal accruals of the company together with collection from customers.
 - 4.5. He submitted that Clause 8.2.2 of the connectivity procedure does not talk about the requirement asked by the Respondent. He further submitted that

as per amended Clause 4.5 of the Connectivity Procedure, transferability is permitted.

5. Heard the parties.

5.1. We note that the present Petition has been filed by the Petitioner for quashing/setting aside the email dated 14.02.2025 and the letter dated 01.03.2025 issued by GETCO allegedly thereby illegally rejecting Stage-II connectivity application of the Petitioner qua the infrastructure being developed by it for evacuation of power from its 35 MW Wind Power Project to GETCO's 66 KV Nadadhri Sub-station for extraneous reasons untenable in the eyes of law.

5.2. We further note that the Petitioner has filed an I.A. for ad-interim protection to the Petitioner from the coercive actions/ steps by the Respondent / GETCO including but not limited to re-allocation / re-awarding the capacity of 35 MW to a different RE generator, till the disposal of the present Petition.

5.3. We also note that the Respondent GETCO is yet to file the reply and has requested for 3 weeks' time to file the reply. The Respondent submitted that the Petitioner has not submitted required documents as per Clause 4.5 and 8.2.2 of GERC approved detail procedure for connectivity dated 07.01.2023 therefore the Stage-II connectivity was terminated on 01.03.2025. He further submitted that enough opportunity was provided to the Petitioner to comply with the requisite documents but the Petitioner failed to comply the same.

5.4. Per contra, Ld. Adv. for the Petitioner submitted that the Petitioner has complied with provision of Clause 4.5 and 8.2.2 of Connectivity procedure, 2023 and also provided all requisite documents as per Clause 8.2.2. vis-à-

vis Bank Guarantees, Lease Agreements, Title reports, ownership structure etc. and the same is also evidenced from the letter dated 21.02.2025 and 04.03.2025.

- 5.5. As the Petitioner argued that the Respondent GETCO will decide today (i.e 31.07.2025) regarding re-allocation / re-awarding the capacity of 35 MW of the Petitioner's project, if the protection is not given to the Petitioner, the Petitioner's connectivity will be re-allocated/ re-awarded to a different RE generator which will indulge into multiplicity of the proceedings. Hence, it is requested to pass interim order on the issue of re-allocate/ re-award to a different RE generator by the Respondent. Ld. Adv. for the Respondent also confirmed that by today it will be decided regarding re-allocation / re-awarding the capacity of 35 MW of the Petitioner's project.
- 5.6. We note that the Petitioner has prayed for granting *status quo* in the matter with consideration of urgency and avoiding multiplicity of the proceedings in case the connectivity is granted / allocated to another applicant.
- 5.7. In view of the above circumstances, in absence of reply filed by the Respondent and the Petitioner, we are of the view that *status quo* against fresh allotment of connectivity is to be maintained till next date of hearing. We also make it clear that no equitable or legal rights will be created in favour of the Applicant/Petitioner by this order. We make it specifically clear that there is no stay including bank guarantee and its consequential encashment etc.
- 5.8. We note that the Respondent has sought time to file its reply, we granted 2 weeks' time from date of hearing to file its reply with a copy to the Petitioner. The Petitioner will at liberty to file its rejoinder, if any, within one week-time with a copy to the Respondent.

6. Upon perusal of the Petition and considering the arguments, we decide to list the matter on the 19.09.2025 at 11.30 a.m.

7. Order accordingly.

Sd/-

[S. R. Pandey]
Member

Sd/-

[Mehul M. Gandhi]
Member

Place: Gandhinagar.

Date: 10/09/2025.

