BEFORE THE GUJARAT ELECTRICITY REGULATORY COMMISSION GANDHINAGAR

Petition No.1859 of 2020.

In the Matter of:

Petition under Section 86 (1)(f) and other applicable provisions of the Electricity Act, 2003 read with GERC (Terms and Conditions for Intra-State Open Access) Regulations, 2015 for the unlawful denial of Medium-Term Open Access from J. B. Renewable LLP to J. B. Ecotax LLP.

Petitioner : J. B. Renewable LLP

Co-Petitioner : J. B. Ecotex LLP

Represented By : Ld. Advocate Mr. Arijit Maitra

V/s.

Respondent No. 1 : Dakshin Gujarat Vij Company Limited
Represented By : Ld. Advocate Mr. Anand Ganesan alongwith Mr. S.P. Patel

Respondent No. 2 : Gujarat Energy Transmission Corporation Limited
Represented By : Ld. Advocate Mr. Anand Ganesan alongwith Mr. Vasant Patel

Respondent No. 3 : Gujarat Urja Vikas Nigam Limited
Represented by : Ld. Advocate Shri Anand Ganesan alongwith Mr. Prashant Gandhi

Respondent No. 4 : Madhya Gujarat Vij Company Limited
Represented by : Nobody was present.

Respondent No. 5 : Energy & Petrochemicals Department, Govt. of Gujarat
Represented by : Nobody was present.

CORAM:

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

Date: 02/02/2023.

DAILY ORDER

1. The matter was listed for hearing on 13.10.2021.

2. Ld. Adv. Mr. Arijit Maitra, on behalf of the Petitioners submitted that the present Petition has been filed on account of refusal to grant long term open access of 2.1 MW wind power from Petitioner No. 1 viz. J. B. Renewable LLP to the Petitioner No. 2 viz. J. B. Ecotex LLP being industrial consumer by the distribution licensee. It is argued that the present matter involves interplay of various provisions of the Act, Regulations, policies etc. for adjudication by this Commission under Section 86 (1) (f) and other applicable provisions of the Electricity Act, 2003 read with the GERC (Terms and Conditions for Intra-State Open Access) Regulations.

2.1. After referring the list of dates, it is submitted that the Petitioner No. 2 J.B. Ecotex LLP has installed the Wind Turbine Generator (WTG) of installed capacity of 2.10 MW at district Jamnagar for its captive use and also owns the WTG of installed capacity of 2.10 MW at District Kutch for which permission for sale of said windmill has been received from the GEDA on 25.09.2017. It is submitted that the Respondent No. 2 GETCO vide its letter dated 26.09.2017 conveyed regarding the execution of Bulk Power Transmission Agreement dated 22.09.2017 for 25 years with Petitioner No. 2 for transmission of energy generated at the 2.10 MW of WTGs to the captive unit located in the vicinity of the Respondent No. 1 DGVCL.

2.2. It is submitted that the Respondent No. 2 GETCO has vide its letter dated 29.09.2018 has granted MTOA to M/s Suzlon Energy Limited for a period of six months for third party sale and executed the agreement dated 29.09.2018 with the Petitioner No. 2 for wheeling of energy generated at their own wind farm to captive unit located in vicinity of Respondent No. 1 DGVCL. It is submitted the PPA has been executed between the Petitioner No. 1 M/s J.B. Renewables LLP and the Petitioner No. 2 J.B. Ecotex LLP on 19.07.2019 and GEDA vide its letter dated 25.07.2019 has accord its permission to sale of 2.1 MW wind farm of Suzlon at village Mohadi, Taluka Abdasa, District Kutch to the Petitioner No. 1 for the purpose of third-party sale to the Petitioner No. 2 M/s J.B. Ecotex LLP unit located at District Surat.

2.3. It is submitted that the Respondent No. 1 DGVCL vide its letter dated 30.08.2019 informed the Petitioners that third party arrangement from the Petitioner No. 1 to Petitioner No. 2 for wheeling under LTOA cannot be allowed more than 50% of contract demand as capacity restriction is applicable at consumption end. Therefore, the said agreement for wheeling of 2.1 MW wind power under third party arrangement from M/s J.B. Renewable LLP to M/s J.B. Ecotex LLP cannot be executed.

2.4. Referring the recitals of the agreement, it is submitted that Petitioner No. 2 has opted to wheel the energy generated at the Wind farm to its own other unit having consumer no. 62789 and having 100% Share located at District Surat without taking renewable attributable for its RPO and as per the conditions of the Agreement dated 22.09.2017 and the Respondent No. 2 GETCO has also agreeable for transmission of power in accordance with the Policy and as per terms and conditions of the application form filed by the Petitioner No. 2 with them. It is submitted that the eligible period of the aforesaid Agreement is for 25 years from the date of commencement of operation by the wind farm or the life span thereof, whichever is earlier for the purpose of availing the benefits on account of transmission/wheeling of the power.

2.5. It is submitted that the Respondent GETCO vide its letter dated 26.09.2017 has accord its approval and provided a copy of duly signed and executed BPTA for wheeling of energy generated at the wind farm located in the vicinity of DGVCL. It also referred to letter dated 29.09.2018 and submitted that the Respondent GETCO has granted Medium Term Open Access for a period of 6 months for transmission of power of 2.1 MW from wind power plant of M/s Suzlon Energy Limited at Dist. Jamnagar connected to 66 KV kotda substation of GETCO with certain terms and conditions. It is submitted that the GEDA vide its letter dated 25.07.2019 granted permission to sale of 2.1 MW wind farm of M/s Suzlon to M/s J.B. Ecotex LLP and GETCO vide its letter dated 30.08.2019 has provided duly signed provisional BPTA for third party wheeling of energy from the generating unit of J.B. Renewable LLP connected to WF pooling substation at 220 kV Jamanvada to GETCO 220 KV Varsana substation for power be wheeled to consumer M/s J. B. Ecotex LLP connected to 66 kV Dhamdod substation of GETCO.

2.6. Referring the letter dated 30.08.2019 of the Respondent No. 1 DGVCL wherein it is stated that the documents for execution of wheeling agreement for wheeling of 2.1 MW wind power under LTOA as third party sale from M/s J.B. Renewable LLP to M/s J B Ecotex LLP bearing consumer No. 62789 having contract demand of 5000 KVA has been provided. It is also stated that M/s J.B. Ecotex has already executed wheeling agreement for 2.1 MW WTG capacity for captive use with DGVCL on 29.09.2017 and applied for another 2.1 MW wind power under third party arrangement under LTOA. the said letter further stated that as per Gujarat Wind Power Policy 2016, wheeling cannot be allowed more than 50% of contract demand as capacity restriction is applicable at consumer end and therefore, denied to execute wheeling agreement of 2.1 MW power under third party arrangement from M/s J.B. Renewable LLP to M/s J.B. Ecotex LLP. It submitted that the reliance is being placed by the Respondent DGVCL on the Gujarat Wind Power Policy 2016 and the said letter of the Respondent DGVCL has been challenged under the present petition by the Petitioners. It is submitted that the denial of LTOA on the ground that wheeling of 2.10 MW exceeds capacity restriction of 50% of contract demand at consumption end is unlawful and contrary to the provisions of the GERC OA Regulations, 2011 read with Section 42 of the Electricity Act, 2003. It is submitted that there are no provisions in the said Regulations which imposed any restriction that has been done by way of letter dated 30.08.2019 by the Respondent DGVCL.

2.7. Referring the Clause 5 of Gujarat Wind Power Policy 2016, it is submitted that the Petitioners are MSME units and there are no such restrictions in the said Policy 2016 to disallow LTOA on the ground that the quantum is to be transmitted exceeds 50% of the contract demand. However, the Petitioner has applied for 2.1 MW which is less than 50% of 5 MW contract demand. There is restriction of captive use of wind power upto 50% of contracted demand in case of units other than MSME units. Therefore, the Petitioner has not violated any provisions of Wind Power Policy 2016 and hence the impugned letter dated 30.08.2019 issued by DGVCL is contrary to the Wind Power Policy 2016 and required to be set aside by the Commission. Referring to provisions of 'third party sale', it is submitted that the Petitioner No. 2 is third party consumer buying power from the wind power project of the Petitioner No. 1 and there are no such restrictions of contract demand for wheeling of power to third party from wind power project.

2.8. Ld. Adv. Mr. Maitra drawing attention of the Commission to the case of MSEDCL V/s. JSW Steel Limited and Ors. (2022) 2 SCC 742 wherein the Hon'ble Court has recorded that on a fair reading of Section 9, it can be seen that captive generation is permitted under sub-section (1) of Section 9. As per subsection (2), every person, who has constructed a captive generating plant and maintains and operates such plant, shall have the right to open access for the purposes of carrying electricity from his captive generating plant to the destination of his use, but of-course subject to availability of adequate transmission facility determined by the Central Transmission Utility or the State Transmission Utility, as the case may be. So, the captive generation / captive use is statutorily provided / available and for which a permission of the State Commission is not required. It was further recorded that the submission on behalf of the appellant that the captive generation under Section 9 is subject to the regulations as per first proviso to sub-section (1) of Section 9 and that even open access for the purpose of carrying electricity from its captive generating plant to the destination of its own use shall be subject to availability of the adequate transmission facility determined by the Central Transmission Utility or the State Transmission Utility, as the case may be, sub-section (4) of Section 42 shall be applicable and such captive users are liable to pay the additional surcharge leviable under sub-section (4) of section 42, has no substance and has to be rejected outright. Construction and/or maintenance and operation of a captive generating plant and dedicated transmission lines is not subjected to any permission by the State Commission. As provided under Section 9 of the Act, 2003, any person may construct, maintain or operate a captive generating plant and dedicated transmission lines. Further, the Hon'ble Court has recorded that Sub-section (4) of Section 42 shall be applicable only in a case where the State Commission permits a consumer or class of consumers to receive supply of electricity from a person other than the distribution licensee of his area of supply and only such consumer shall be liable to pay additional surcharge on the charges of wheeling, as may be specified by the State Commission. Captive user requires no such permission, as he has statutory right. At this stage, it is required to be noted that as per the Scheme of the Act, there can be two classes of consumers, (i) the ordinary consumer or class of consumers who is supplied with electricity for his own use by a distribution licensee / licensee and; (ii) captive consumers, who are permitted to generate the electricity for their own use as per Section 9 of the Act, 2003. Ld. Advocate also referred the para 14 of said judgment wherein it was recorded that a consumer or class of consumers has to receive supply of electricity from the distribution licensee of his area of supply. However, with the permission of the State Commission such a consumer or class of consumers may receive supply of electricity from the person other than the distribution licensee of his area of supply, however, subject to payment of additional surcharge on the charges of wheeling as may be specified by the State Commission to meet the fixed cost of such distribution licensee arising out of his obligation to supply. There is a logic behind the levy of additional surcharge on the charges of wheeling in such a situation and/or eventuality, because the distribution licensee has already incurred the expenditure, entered into purchase agreements and has invested the money for supply of electricity to the consumers or class of consumers of the area of his supply for which the distribution license is issued. Therefore, if a consumer or class of consumers want to receive the supply of electricity from a person other than the distribution licensee of his area of supply, he has to compensate for the fixed cost and expenses of such distribution licensee arising out of his obligation to supply. Therefore, the levy of additional surcharge under sub-section (4) of Section 42 can be said to be justified and can be imposed and also can be said to be compensatory in nature.

2.9. Reliance is being also placed on another judgement of the Hon'ble Supreme Court in case of SESA Sterlite Limited Vs. OERC & Ors., (2014) 8 SCC 444 wherein it was recorded that while open access in transmission implies freedom to the licensee to procure power from any source of its choice, open access in distribution means freedom to the consumer to get supply from any source of its choice. The provision of open access to consumers, ensures right of the consumer to get supply from a person other than the distribution licensee of its area of supply by using the distribution system of such distribution licensee. Unlike in transmission, open access in distribution has not been allowed from the outset primarily because of considerations of cross-subsidies. The law provides that open access in distribution would be allowed by the State Commissions in phases. However, open access can be allowed on payment of a surcharge, to be determined by the State Commission, to take care of the requirements of current level of cross subsidy and the fixed cost arising out of the licensee's obligation to supply. Therefore, the financial interest of the Discoms is well taken care by law.

2.10. It is also submitted that as per Regulation 9 (3) of the GERC (Terms and Conditions of Intra-State Open Access) Regulations, 2011, open access shall be permissible to the consumers seeking open access for a capacity of 1 MW and above and when a person, who has established a captive generating plant, opts for open access for carrying the electricity to the destination of its own use, the limitation of 1 MW shall not be applicable. It also provides that duties of the distribution licensee with respect to such open access customers shall be of a common carrier providing non-discriminatory open access as per section 42(3) of the Act and the Commission may allow open access to consumers seeking open access for capacity less than 1 MW at such time as it may consider feasible having regard to operational constraints and other factors. Therefore, the Petitioner is eligible and has right to seek the open access as per provisions of law. It is denied that the Respondent is not financially affected as the Petitioner will also be paying Cross Subsidy Surcharge and Additional Surcharge wherever applicable as per the Regulations notified by the Commission. Therefore, the financial interest of the Discoms are also well taken care by the Hon'ble Supreme Court.

2.11. After referring Clause 9 of GERC (Terms and Conditions of Intra-State Open Access) Regulations, 2011 in respect of Eligibility for Open Access and conditions to be satisfied, it is submitted that Clause 9 (3) provides that open access shall be permissible to the consumers seeking open access for a capacity of 1 MW and above subject to provisions of the aforesaid OA Regulations. It also provides that when a person, who has established a captive generating plant and opts for open access for carrying the electricity to the destination of his own use, the limitation of 1 MW shall not be applicable. It is the duties of the distribution licensee in respect to such open access customers shall be of a common carrier providing non-discriminatory open access as per section 42(3) of the Act. It is further provided that the Commission may allow open access to consumers seeking open access for capacity less than 1 MW at such time as it may consider feasible having regard to operational constraints and other factors. Therefore, the Petitioners are eligible since they have installed and owns a WTG of installed capacity of 2.10 MW for their captive use and also agreed to pay Additional Surcharge and Cross Subsidy Surcharge as per the provisions of GERC OA Regulations.

2.12. Pointing to Gujarat Solar Power Policy, 2015, it is submitted that though said policy applied to Solar Power developers and not to the Petitioners, but the said policy also states that Solar Developers may set up SPGs for sale of power to third party under open access, both directly or under REC mechanism upto a contracted capacity of 50%

of sanctioned load/contract demand of the consumer. It is further submitted that Gujarat Wind Solar Hybrid Power Policy 2018 provides that Type A project includes conversion of existing/under construction wind or solar power plants into hybrid projects based on registration certificate issued by GEDA and Type B projects includes new wind/solar hybrid power generation project. It is submitted that WTG is installed by the Petitioner No.1 is not a Wind Solar Hybrid Power Project and the Petitioner No. 1 has not installed Solar PV Plant at its existing location and therefore, it is not a hybridization of the existing project as per Gujarat Wind Solar Hybrid Power Policy 2018. As such, the aforesaid policy 2018 also provides that for captive and third-party model, the power contracted the hybrid project shall be 50% of the sanctioned load of consumer for each solar and wind respectively. However, consumers may set up hybrid project to extent of meeting RPO without limit of contracted demand/sanctioned load. It is further submitted that the Respondent No. 1 has confused the entire situation as the Respondent No.1 is seeking to apply the Gujarat Wind Solar Hybrid Power Policy 2018 to the WTG of Petitioner No. 1 despite its not being a Wind Solar Hybrid Project. Therefore, said Policy, 2018 cannot apply to the Petitioner No. 1 at all.

2.13. It is submitted that the Petitioner No. 2 being captive user has generated and consumed which is less than 50% of contract demand. The Petitioner No. 1 who is seller and Petitioner No. 2 is buyer under third party sale and there is no restriction on contracted demand/sanctioned load as per Policy and Order of the Commission and as far as financial consideration of the Discoms is concerned, whatever transmission charges or transmission loss are levied, shall be paid by the Petitioners as per the provisions of GERC Regulations. Referring the prayers as stated in the Petition, it is submitted that despite having applied for open access way back in the year 2019 and paying transmission charges, the open access has not been granted to the Petitioners and no set off of energy given by the Respondents.

2.14. Based on the above, it is prayed that as the Petitioners are entitled to get reliefs as prayed in the present Petition, the Commission may grant the same to the Petitioners.

3. Ld. Adv. Mr. Anand Ganesan, on behalf of the Respondent No.'s 1 to 4 submitted that the entire arguments of the Petitioners are based on judgments of the Hon'ble Supreme

Court and GERC Open Access Regulations, 2011 which totally are misplaced. The present Petition has been filed for seeking open access of 2.10 MW power to the Petitioner No. 1 which exceeded the capacity as allowed under Gujarat Wind Power Policy 2016. The issue is not of granting open access but there are issues with regard to granting the benefits available to developers under Gujarat Wind Power Policy. There are various benefits such as no levy of electricity duty, 50% CSS etc. are available to the developers.

3.1. It is further submitted that the Government of Gujarat has notified Gujarat Wind Power Policy 2016 which was operative upto 30.06.2020 and therefore the said Policy would apply to the WTG installed by the Petitioner during such operative period. There is no doubt that the projects of the Petitioners were commissioned during the control period of said Policy and therefore, the same falls under the scope of the aforesaid Policy. It is also submitted the said Policy recognizes the installation of capacity for captive use and also provides the benefits to WTGs subject to that the capacity shall not be more than 50% of the sanctioned load/contracted demand of the consumer. It is submitted that similar restrictions on the capacity was also stated in the Gujarat Solar Power Policy 2015 and Gujarat Wind Solar Hybrid Power Policy, 2018. The intent of such capacity restriction of 50% sanctioned load/contracted demand is that industrial and commercial consumers are cross subsidizing other cross subsidized category of consumers such as BPL, Agriculture etc. In case if the capacity ceiling norms is removed, there would have been financial implications on the distribution licensees as the distribution licensees have to keep all arrangement in place to ensure power supply to consumer when there is no renewable generation.

3.2. It is further submitted that the policies of the Government provide various benefits to renewable projects being set up in the State of Gujarat with a restriction of capacity to 50%. The said policies provide for such restriction irrespective of whether it is meant for captive use or third-party sale. It is further submitted that the restriction is not on the generation but on the consumer that the total consumption from such sources shall not be more than 50%.

3.3. It is submitted that the term ‘captive use’ used as generic term which may defined as the end user of the electricity generated in a captive generating plant and it shall be construed accordingly. It is further submitted that the contention of the Petitioner that 50% restriction is disincentivizing is not correct. The restriction has been provided in the Government Policy under which the Petitioner is seeking benefits. Now the Petitioner after taking all the benefits of the policy cannot disregard the restriction. It is submitted that the policy provides certain benefits to power projects and also provides eligibility conditions and restrictions. It is discretion of the Government to provide benefits or impose restriction as may be considered appropriate.

3.4. It is submitted that the intention of the Government is for such restriction of 50% to apply to all consumers for both renewable sources and their hybrid and there is no rationale for the restriction to apply for captive and not to third party sale and for solar & solar-wind hybrid but not to wind projects. The intention of the Government has to be implemented and the Petitioner cannot be allowed to take advantage. It is submitted that the Petitioner No. 2 has already a capacity of 2.10 MW, and the restriction of the capacity is on consumer. If the Petitioner wants to sell the power to any other consumers or to the licensee while taking the incentives provided in the Wind Power Policy, the same can be allowed to the Petitioner but since it wants to sell to the Petitioner No. 2 then the restriction on Petitioner No. 2's capacity become relevant.

3.5. It is submitted that the Petitioner No. 2 is a HT consumer of DGVCL bearing consumer No. 62789 having contract demand of 5000 KVA and in view of the Policy and the restriction of 50%, the Petitioner No. 2 is entitled to wheeling of power of 2.25 MW and the Petitioner No. 2 already executed wheeling agreement for 2.10 MW capacity for captive use. The Petitioners are now seeking for wheeling of additional 2.10 MW i.e., the total capacity of 4.20 MW which is much more than 50% of the contract demand which is not permissible under the Policy. The wheeling agreement for 2.10 MW can thus not be executed. The Respondent DGVCL had accordingly vide letter dated 30.08.2019 informed the same to Petitioners.

3.6. It is submitted that the Respondent DGVCL has acted in view of the Gujarat Wind Power Policy 2016. The Petitioner No. 2 is not entitled to receive more than 50% of the contracted demand and if the Petitioner No. 2 is allowed to procure power from the Petitioner No. 1 to the extent of 2.10 MW, the total quantum would exceed 50% of contracted demand. The Petitioner is seeking benefits under the Policy and such benefits are only applicable for capacity of 50% of contract demand. The Petitioner could have chosen to sought open access under the GERC OA Regulations without seeking any benefits under the 2016 Policy. As such the benefits granted under 2016 Policy may otherwise not be applicable to renewable projects or other project seeking open access under Open Access Regulations as these are specific benefits granted under 2016 Policy to eligible projects.

3.7. It is submitted that when the Government is granting certain benefits to wind projects, it can limit the applicability of those benefits. Therefore, there can be no claim that unlimited benefits should be granted to the wind projects. The Petitioners could have sought open access/wheeling under the normal laws and without the benefits under 2016 Policy and the Petitioner No. 1 could have sought to sell power to any other consumer within their restricted capacity. However, the Petitioners cannot seek the benefits for capacity more that 50% of the contracted demand of the Petitioner No. 2. It is not open to the Petitioner to claim the benefits under the Government Policy but then claim that the Government has no jurisdiction over open access. The Petitioners cannot approbate and reprobate nor can it pick and choose parts of the Policy to be applicable to it. If the State Government has no jurisdiction, the entire Policy would be *non-est* and the Petitioners cannot then claim the benefits under it. The Government has provided the benefits but limited the applicability to 50% but the Petitioner want to take advantage of benefits under the Policy for the entire capacity which is contrary to the Policy.

3.8. It is submitted that the 50% limitation is not disincentivizing, but a decision of the Government and it is the clear intention of the Government to have restriction of 50% of the contract demand on the consumer. Therefore, the restriction would be there for captive consumption but not for third party sale or that it would be there for third party sale of Solar and Solar-Wind Hybrid Projects but not for Wind Projects.

3.9. It is submitted that the reliance placed upon Section 42 of the Electricity Act, 2003 and GERC OA Regulations or the decision of the Hon'ble Supreme Court in case of SESA Sterlite Limited Vs. OERC & Ors., (2014) 8 SCC 444, are misconceived. It is also submitted that the judgements of SESA Sterlite Case is pertaining to Cross Subsidy

Surcharge payable by the consumers of electricity to the distribution licensees of the area where such consumers opts to avail power supply through Open Access from the person other than distribution licensee in whose area it is situated whereas the judgment of JSW Steel Case is related to additional surcharge on wheeling charges under the Act if the consumer does not receive supply of electricity from the distribution licensee but uses the distribution network system. Therefore, both these judgments are not applicable in the present case.

3.10. Based on the above, it is submitted that the letter dated 30.08.2019 of the Respondent DGVCL is in consistent with the provisions of the Gujarat Wind Power Policy and the same is required to be upheld by the Commission. It is prayed that the Petitioners are not entitled to any reliefs as sought in the present Petition. It is also prayed that the Petitioner No. 2 is not entitled to open access for more than 50% of the contract demand and if the Petitioner No. 1 seeks to sell the power to any other consumers within restricted capacity, they may approach the Respondent DGVCL for the same. It is also requested the Commission to grant two weeks' time to the Respondents to file its submissions in the present matter.

4. In response to the contentions of the counsel of the Respondents, Ld. Adv. Mr. Arijit Maitra for the Petitioners apart from reiterating the submissions as stated at para 2 above submitted that Ld. Counsel of the Respondent has not referred/read any provision which states that the Petitioner having been benefitted by various concessions given by the Government cannot supply more than 50% of its capacity. It is submitted that because of benefits provided in the Policy, the right to open access which is executive in nature and such policy can neither have an over-riding effect on the power of the Commission to decide as to whether the off-take requirements of CPPs by open access should be restricted or not. It is submitted that the counsel of the Respondents has referred Wind Power Policy 2016 which states that WTG installation capacity for captive consumption and the WTG installed capacity in KW/MW for captive use shall be allowed upto 50% of contract demand/sanctioned load of consumers of the distribution licensees. Whereas the WTGs of the Petitioner No. 1 is not a captive generating of the Petitioner No. 2. Therefore, the restriction of 50% of contracted demand of the Petitioner No. 2 cannot apply in terms of the Policy 2016. He further submitted that the Petitioner has paid necessary transmission charges and

injected energy against which no set-off of energy given by the Respondents is illegal. It is further requested the Commission to allow the Petitioners to file their written submission within two weeks' time in the present matter.

5. We have considered the submissions made by Ld. Adv. Mr. Arijit Maitra appearing on behalf of the Petitioner and Ld. Adv. Mr. Anand Ganesan appearing on behalf of the Respondents No. 1 to 3. We note that when the matter was called out, nobody not present on behalf of Respondents No. 4 & 5 nor had made any written communication about their inability to remain present, despite notice. We also note that the Petitioner and the Respondents have made their submissions. As the Respondents No. 4 & 5 have not remained present and no submissions have been made by them, we give them liberty to file their reply or submissions, if so desire, within two weeks' time with a copy to the other parties. Thereafter, the Petitioners are at liberty to file the submissions, if any, within 10 days with a copy to the Respondents and the Respondents shall also file their submissions, if any, within 10 days thereafter.

6. The next date of hearing will be intimated separately.

7. Order accordingly.

Sd/- **[S. R. Pandey]** **Member**	**Sd/-** **[Mehul M. Gandhi]** **Member**

Place: Gandhinagar.
Date: 02/02/2023.