

**BEFORE THE GUJARAT ELECTRICITY REGULATORY COMMISSION
GANDHINAGAR**

Petition No. 2488 of 2025.

In the matter of:

Petition under Section 86 (1) (c) (e) and (f) of Electricity Act, 2003 and as per Clause 3.9 of GERC Order No. 06 of 2024 dated 31.08.2024 for extension of date of grid connectivity and commissioning in respect of 7.8 MW Solar Plant for captive use due to occurrence of uncontrollable events.

Along with

IA No. 41 of 2025 in Petition No. 2488 of 2025.

In the matter of:

Interlocutory 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.

Applicant/Petitioner : Panara Craft LLP
Block No. 585, Survey No. 142, NH 48
Village: Mahuvej, Taluka - Mangrol
District: Surat - 394125.

Represented by : Ld. Adv. Ms. Kiran Joshi

V/s.

Respondent No. 1 : Dakshin Gujarat Vij Company Limited
Urja Sadan, Nana Varachha Road
Kapodara Char Rasta, Surat, Gujarat.

Represented by : Ld. Adv. Mr. Aneesh Bajaj with Mr. Prashant Gandhi

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

Represented by : Ld. Adv. Mr. Aneesh Bajaj with Mr. Shobhraj Jaiswal

CORAM:

**Pankaj Joshi, Chairman
Hiren Shah, Member
Jatin N. Thakkar, Member**

Date: 06/04/2026.

ORDER

1. The present Petition has been filed by the Applicant/Petitioner Panara Craft LLP seeking following reliefs:

- (a) Admit the present Petition.*
- (b) To extend the time period for a period of 90 days for commissioning the solar power project including entire evacuation line along with bays and metering system of the Applicant/Petitioner.*
- (c) To direct the Respondents to extend the connectivity and Open Access granted.*
- (d) During the pendency of present petition, to pass an interim order of injunction preventing the Respondents from cancelling the Connectivity and Open Access granted and/or from imposing any default charges during the pendency of present petition.*
- (e) To pass such other order/s that this Commission may deem just and proper in circumstances of the case.*

2. It is to note that the record of this Petition shows that the Petition was heard on different dates and appropriate Daily Orders were passed by the previous Commission. Subsequently, upon superannuation of the

previous Members of the Commission, the present Commission heard the matter and proceeded to dispose of the same by this Order.

3. The brief facts mentioned in the Petition are as under:
 - 3.1. The Applicant/Petitioner has filed the present petition under Section 86 (1) (c), (e) and (f) and under Clause 3.9 of GERC' Order No. 06 of 2024 dated 31.08.2024 for extension of date of grid connectivity and commissioning in respect of 7.8 MW Solar Plant for captive use due to occurrence of uncontrollable events.
 - 3.2. The Applicant/Petitioner is a partnership firm incorporated under the Limited Liability Partnership Act, 2008 and is a leading manufacturer of high quality unbleached recycled packaging paper fulfilling a variety of needs. It has a streamlined process to produce consistent quality craft paper board in terms of Grammage, Moisture, Scott, Ply bond, RCT, COBB and has received approval to avail open access in respect of 7.8 MW (AC) captive generating solar power plant at following two sites under the Gujarat Solar Policy, 2023 at district Bharuch, Gujarat:
 - i. Khata No.115, New Block No.151 & Khata No.280,
New Block No. 150, Kara - Siludi Road,
Village: Dungri, Ta.: Valiya, Dist: Bharuch - 3.9 MW
 - ii. Khata No.174, Block No. 186 & Khata No.111, Block No.191,
Nr. Kara Sub Station, Kara - Siludi Road,
Village Kara, Ta.: Valia, Dist.: Bharuch -3.9 MW
 - 3.3. The Respondent No. 1 Dakshin Gujarat Viji Company Limited (DGVCL) is a company incorporated under the Companies Act, 1956 and is a distribution company constituted under the Gujarat Electricity

Industry (Reorganization and Regulation) Act 2003. The Respondent No. 2 Gujarat Energy Transmission Corporation Limited (GETCO) is a company incorporated under the Companies Act, 1956 and is the transmission licensee and State Transmission Utility, within the meaning of Section 2(67) of Electricity, Act 2003, in the State of Gujarat. The Respondent has been entrusted with the functions of grant of connectivity and open access and enters into the Connectivity Agreement and the Transmission Agreement in regard to the renewable energy projects.

- 3.4. It is stated that the Applicant/Petitioner had applied for provisional registration for the solar power plant at two project sites through the online portal of Gujarat Energy Development Agency (GEDA) and the provisional registration for each of them was confirmed by GEDA vide letter dated 05.01.2024.
- 3.5. It is stated that the Applicant/Petitioner had applied for grid connectivity vide letter dated 09.02.2024 to the Respondent No. 1 under the Gujarat Renewable Energy Policy, 2023 and had paid the connectivity charges on 22.02.2024. Subsequently, Respondent No. 1 provided the Applicant/Petitioner with Technical Feasibility Report (TFR) for injecting the solar power generated through a proposed new dedicated 11 KV solar feeder to the 66 KV Kara Sub-Station vide letter dated 07.03.2024. As requested in the aforesaid letter, the technical feasibility was verified by Respondent No. 2 vide letter dated 23.04.2023 for each of the project sites.
- 3.6. It is stated that the Respondent No. 1 had provided the Applicant/Petitioner with the estimate supervision charged vide letter dated 21.05.2024. Thereafter, the Demand Drafts dated 18.05.2024 at the value of total supervision charge i.e. Rs. 8,51,740/-

for each of the project site respectively were forwarded to the Respondent No. 1.

3.7. Subsequently, as per the Regulations and Procedure laid down, the Applicant/Petitioner entered into a connectivity agreement on 01.06.2024 with the Respondent for each of the solar projects of the Applicant/Petitioner. The registered agreement was received by the office of Respondent No. 1 on 11.06.2024.

3.8. It is stated that the Applicant/Petitioner furnished the Bank Guarantee in favour of Respondent No.1 and forwarded the same to Respondent No.1 vide letter dated 12.06.2024, the details of the Bank Guarantees are as under:

Consumer No.	Bank Guarantee Number	Amount (in Rs.)	Date of Issue
T: 037 363 1015	0408324BG0000086	19,50,000/-	10.06.2024
T: 037 363 1016	0408324BG0000087	19,50,000/-	10.06.2024

Though the Bank Guarantees have expired on 22.04.2025, the Applicant/Petitioner undertakes to extend the duration of the Bank Guarantees.

3.9. It is stated that the Applicant/Petitioner made an application to GEDA for final registration of the Solar Project under the Gujarat Renewable Energy Policy, 2023 for captive generating plant and the same has been granted by GEDA vide letter dated 05.03.2025 which has been forwarded to the Respondents.

3.10. Thereafter, the Respondent issued default notice for non-compliance of procedure of Grid Connectivity and requested the Applicant/Petitioner to furnish a satisfactory response against revocation of TFR and imposition of default charges vide letter dated 05.05.2025. The Applicant/Petitioner has already addressed a letter

to the Respondent not to take any coercive action since the Applicant/Petitioner is approaching the Commission for extension of time period.

3.11. It is stated that the Commission has passed Order No. 06 of 2024 dated 31.08.2024 by which it has prescribed the time period for commissioning the entire evacuation line along with bays and metering system. As the Solar Power Project of the Applicant/Petitioner is above 1 MW and below 100MW, the period is prescribed as 12 months. The relevant Clause of the said Order is read as under:

“Clause 3.9

....

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”

From plain reading of the above Clause, the Commission can extend the time period if it finds that the delay is attributable to unforeseen reasons.

3.12. The Applicant/Petitioner is filing the present Petition on the following grounds, *inter- alia*, the grounds that may be raised at the time of hearing of the Petition:

- a. It is submitted that delay has occurred in commissioning the entire evacuation line along with bays and metering system due to the external unforeseen reasons mentioned hereinunder.

b. It is submitted that the delay in disbursement of term loan was started in February, 2025 which prevented the timely completion of the solar power project of the Applicant/Petitioner at both the project sites. The State Bank of India, Sachin branch, Surat, communicated the same on 22.04.2025 that due to procedural and unavoidable circumstance from the side of bank, the term loan was sanctioned in November, 2024, and that the documentation and other formalities were completed in December, 2024 causing the disbursement to begin in February, 2025.

c. It is submitted that the Applicant/Petitioner has made significant investment for leasing out the land and purchasing the components required for the commissioning of the power plant and evacuation line along with bays and metering systems. Thus, cancellation or revocation of connectivity and grant of open access will cause massive loss and irreparable injury to the business of the Applicant/Petitioner.

d. Following is the current status of work done:

Sr. No.	Work	Units	Land 1	Land 2	Land 1 Completed	Land 2 Completed	Both Land Task Completed
1	TS marking	Nos	1848	1848	1848	1848	100%
2	Pile Drilling Work	Nos	1848	1848	1848	1848	100%
3	Casting work	Nos	1848	1848	1848	1848	100%
4	Structure Column Mounting	Nos	1848	1848	1848	1848	100%
5	Inverter Column Mounting	Nos	26	26	26	26	100%
6	Structure Table Installed	Nos	308	308	308	308	100%
7	Module Installation	Nos	8624	8624	8624	5000	83%
8	Inverter Installation With Canopy	Nos	13	13	13	13	100%
9	ACDB Installation (LT PANEL)	Nos	1	1	1	1	100%
10	Transformer (4.3 MVA) Mounted	Nos	1	1	1	1	100%
11	HT Panel	Nos	1	1	1	1	100%
12	AC Cable Laying Inverter to ACDB (LT PANEL)	Meter	2441	2450	2441	2450	100%

13	AC Cable laying ACDB to Transformer	Meter	240	240	0	0	0%
14	AC Cable laying HT Panel to VCB Breaker	Meter	600	1500	0	0	0%
15	Total DC Cable length (4 Sq.mm)	Meter	34116	37342	34116	37342	100%
16	Earthing strip length (25x3)	Meter	3660	3637	3660	3637	100%
17	Earthing strip length (50x6)	Meter	198	198	198	198	100%
18	Earthing installation	Nos	42	42	42	42	100%
19	LA Installation	Nos	5	5	0	0	0%
20	MCS Installation	Meter	900	885	900	885	100%
21	Communication system	Lot	1	1	0	0	0%
22	Streetlight	Nos	13	13	0	0	0%

e. It is also submitted that the Applicant/Petitioner is committed to commission the solar power project in a timely manner and the project is at the stage of near completion. Coercive action against the Applicant/Petitioner would not only cause irretrievable harm but would also hamper the commissioning of the solar generating plant leading to loss for all the interested parties.

3.13. It is stated by the Applicant/Petitioner in its additional affidavit dated 30.06.2025 that in response to the aforesaid default notice dated 05.05.2025, the Applicant/Petitioner vide its email dated 08.05.2025 has requested the Respondent not to take any coercive action in view of the fact that the Applicant/Petitioner has already approached the Commission for extension of date of grid connectivity and commissioning of two 3.9 MW (total 7.8 MW) Solar Power Projects for captive use due to occurrence of uncontrollable events which were out of control of the Applicant/Petitioner. It is also stated that the Applicant/Petitioner also replied on 08.05.2025 to the Respondent by furnishing satisfactory response against revocation of TFR and imposition of default charges.

3.14. It is also stated in the additional affidavit that the Applicant/Petitioner has received communication dated 17.05.2025

from the Respondent clarifying that the notice dated 05.05.2025 shall not be construed as a direction to stop the ongoing activities related to the Solar Power Project. The Respondent has permitted the Applicant/Petitioner to proceed with the installation and related works at their discretion and risk. It also inform that the commissioning of the project shall be subject to and contingent upon the final outcome of the petition pending before the Commission.

3.15. It is stated that the Applicant/Petitioner's project is at the stage of near completion and that the Applicant/Petitioner has attained 100% progress on most of the works required for commissioning of the plant.

3.16. It is stated that under the aforesaid circumstances, it is requested the Commission to extend the time period for a period of 90 days for commissioning the solar power project including entire evacuation line along with bays and metering system of the Applicant/Petitioner and to direct the Respondents to extend the connectivity and Open Access granted.

4. The Respondent GETCO filed its reply on 04.07.2025 and contended that since the Petition relates to the connectivity at 11 kv voltage level, the connectivity to the Applicant/Petitioner is dealt with by the Distribution Company, i.e., DGVCL being Respondent No. 1. While the TFR is issued by GETCO, the aspects on connectivity and consequences thereof are dealt with by the Distribution Company. The bank guarantee is not issued in favour of GETCO but in favour of the Respondent DGVCL and the Respondent GETCO has no role to play on the invocation of bank guarantee or cancellation of connectivity. It is also contended that the Respondent No. 1 DGVCL may deal with the aspects raised in the Petition as the Respondent GETCO does not

accept the contentions of the Applicant/Petitioner on the provisions of law or otherwise, on facts. The contents of the Petition may not be taken as admitted by GETCO.

5. The Respondent DGVCL filed its reply on 09.07.2025 and contended as under:
 - 5.1. The Commission by exercising its powers conferred under the Electricity Act, issued Tariff Order No. 06 of 2024 dated 31.08.2024 on the tariff framework for the procurement of power by Distribution Licensees and others from Solar Power Projects to be commissioned in the State of Gujarat. Further, the Control Period for which the Tariff Order would be applicable has been defined under Clause 3.2(a) of the Tariff Order dated 31.08.2024 to be effective from 01.04.2023 till 31.03.2027. The projects commissioning during the aforesaid period shall be governed by the provisions of the Ministry of Power, Green Open Access Rules 2022, read along with GERC (Terms and Conditions for Open Access) Regulations 2024.
 - 5.2. In terms of the Gujarat Renewable Energy Policy 2023 (“Gujarat RE Policy 2023”) and the GERC Open Access Regulation 2011 (“Open Access Regulations 2011”), the Applicant/Petitioner applied to develop two 3.9 MW (AC) Capacity Solar Power Projects (7.8 MW in total). Accordingly, the Project was to be developed in terms and accordance with the Gujarat RE Policy, 2023, Open Access Regulations 2011, read with the GERC Solar Tariff Order dated 31.08.2024.
 - 5.3. On 01.01.2024 and 02.01.2024, the Applicant/Petitioner applied for the provisional GEDA registration for the solar power plant projects through the online portal of GEDA. In furtherance of the same, the following timeline is of relevance:

Sr. No.	DATE	PARTICULARS												
1.	05.01.2024	The provisional registration for both of the Projects was confirmed by GEDA.												
2.	09.02.2024	The Applicant/Petitioner applied to DGVCL under Gujarat Renewable Energy Policy, 2023 for Grid Connectivity of aggregate 7.8 MW (AC) Solar Ground Mount Projects on 11 KV voltage system with two separate applications each for 3.9 MW (AC) Solar Capacity. The Applications came to be registered with DGVCL as GP No. 230 & 231.												
3.	22.02.2024	The Applicant/Petitioner paid the connectivity charges.												
4.	March 2024	Applicant/Petitioner approached the State Bank of India (SBI) for a term loan to set up a ground mounted solar power project at 10 MW to be situated at the Project sites.												
5.	07.03.2024	DGVCL wrote a letter to its field Office requesting to verify the technical feasibility in consultation with GETCO.												
6.	23.04.2024	GETCO in response to the DGVCL letter dated 07.03.2024 provided the Technical Feasibility Report (TFR) to DGCVL for the Applicant/Petitioner.												
7.	21.05.2024	DGVCL provided the Applicant/Petitioner with the estimate supervision charges. Thereafter, the Demand Draft dated 18.05.2024 for each of the project site was forwarded to DGVCL by the Applicant/Petitioner.												
8.	31.05.2024	The Applicant/Petitioner entered into a connectivity agreement with DGVCL for both of the solar project of the Applicant/Petitioner.												
9.	10.06.2024	<p>The Applicant/Petitioner furnished the Bank Guarantee in favour of DGVCL.</p> <p>The details of the Bank Guarantees are as under:</p> <table border="1"> <thead> <tr> <th>Consumer No.</th> <th>Bank Guarantee Number</th> <th>Amount (in Rs.)</th> <th>Date of Issue</th> </tr> </thead> <tbody> <tr> <td>T: 037 363 1015</td> <td>0408324BG0000086</td> <td>19,50,000</td> <td>10.06.2024</td> </tr> <tr> <td>T: 037 363 1016</td> <td>0408324BG0000087</td> <td>19,50,000</td> <td>10.06.2024</td> </tr> </tbody> </table> <p>The Bank Guarantees have expired on 22.04.2025. Albeit, the Applicant/Petitioner in its Petition has contended that it undertakes to extend the duration of the Bank Guarantees the same is yet to be provided to DGVCL.</p>	Consumer No.	Bank Guarantee Number	Amount (in Rs.)	Date of Issue	T: 037 363 1015	0408324BG0000086	19,50,000	10.06.2024	T: 037 363 1016	0408324BG0000087	19,50,000	10.06.2024
Consumer No.	Bank Guarantee Number	Amount (in Rs.)	Date of Issue											
T: 037 363 1015	0408324BG0000086	19,50,000	10.06.2024											
T: 037 363 1016	0408324BG0000087	19,50,000	10.06.2024											
10.	05.03.2025	GEDA gave the registration for Setting up of Both the Projects.												
11.	22.04.2025	SBI communicated to the Applicant/Petitioner stating that due to procedural and unavoidable circumstance from the side of bank the term loan was sanctioned in November, 2024, and that the documentation and other formalities were completed in December, 2024 causing the disbursement to begin in February, 2025.												
12.	05.05.2025	DGVCL issued Default Notice for non-compliance of procedure of Grid Connectivity and requested the Applicant/Petitioner to furnish a response against the revocation of TFR and imposition of Default Charges.												

13.	08.05.2025	The Applicant/Petitioner by email responded to the Default Notice to DGVCL stating not to take any coercive action in view of the fact that the Applicant/Petitioner has already approached the Honourable GERC for extension of date of grid connectivity and commissioning of the Solar Power Project.
14.	17.05.2025	DGVCL informed its field office regarding filing of Petitions by the Applicant/Petitioner before Hon'ble GERC and hence its sub-judice. However, the Applicant/Petitioner shall be at its own discretion and risk with respect to continuing ongoing installation and related works for the present projects and the commissioning of the project shall be subject to and contingent upon the final outcome of the present petition pending before the GERC.

- 5.4. In the present Petition, the Applicant/Petitioner has prayed for the grant of an extension of 90 days for the commissioning of the entire project, but the present Petition is not clear as to from which date the Applicant/Petitioner is seeking an extension.
- 5.5. It is submitted that in the present Petition, nothing has been construed to be a delay on the part of DGVCL, and the only ground for the delay as raised by the Applicant/Petitioner in the present Petition is the delay in the disbursement of the loan by SBI wherein DGVCL has no role to play and cannot be made liable.
- 5.6. In terms of the Gujarat RE Policy 2023 and the Tariff Order dated 31.08.2024, the Applicant/Petitioner was to complete the Project capacity and evacuation of the dedicated evacuation line within 12 months from the date of allotment of TFR on 23.04.2024 and according to the same, the Project was to be completed on or before 22.04.2025 in the present case. The Relevant extracts from the same substantiating the timeline for commissioning are as under:

(A) FROM TARIFF ORDER DATED 31.08.2024:

“3.9 Security Deposit

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 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>RE Capacity in MW</i>	<i>Period for commissioning the entire evacuation line along with bays and metering system</i>
<i>1 MW to 100 MW</i>	<i>12 months from the date of allotment of transmission capacity</i>
<i>>100 MW to 200 MW</i>	<i>15 months from the date of allotment of transmission capacity</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.”

(B) FROM GUJARAT RE POLICY 2023

“17.1 In case of purchase of power by DISCOM under Power Purchase Agreement, the RE developer shall be required to provide Bank

Guarantee towards Security Deposit as per the terms and conditions of the respective bid documents, government schemes, or MNRE guidelines, as the case may be.

17.2 In the case of purchase of power by DISCOM from RE projects not falling under Clause No. 17.1 above, the RE developers shall be required to provide Bank Guarantee towards Security Deposit @ Rs. 5 lakh per MW at the time of signing the PPA with DISCOM.

17.3 The Bank Guarantee towards Security Deposit shall be refunded if the RE project achieve commercial operation within the time period mentioned in the power purchase agreement. In case the RE project fails to achieve commercial operation as agreed in the power purchase agreement, the Bank Guarantee shall be forfeited and consequences as per the respective PPA shall be applicable.

17.4 In cases where RE projects are set up for captive use or third-party sale, the project developer shall submit Bank Guarantee towards security deposit in accordance with the connectivity procedure approved by GERC to STU/DISCOM, as the case may be, for ensuring timely completion of the evacuation facility for RE project. In case the RE developer fails to commission the entire evacuation line along with bays and the metering system within the time period mentioned hereunder, STU or DISCOM, as the case may be, shall encash the bank guarantee.

<i>RE Capacity in MW</i>	<i>Period for commissioning the entire evacuation line along with bays and metering system</i>
<i>1 MW to 100 MW</i>	<i>12 months from the date of allotment of transmission capacity</i>
<i>>100 MW to 200 MW</i>	<i>15 months from the date of allotment of transmission capacity</i>
<i>>200 MW to 400 MW</i>	<i>18 months from the date of allotment of transmission capacity</i>

>400 MW to 1000 MW	24 months from the date of allotment of transmission capacity
>1000 MW	30 months from the date of allotment of transmission capacity

17.5 The RE 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 in clause 17.4 here above, whichever is earlier, failing which, the RE 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. Balance 90% capacity shall require to be commissioned within one year of charging of evacuation line or as per timeframe stipulated in clause 17.4 here above, whichever is earlier, failing which STU shall cancel the capacity allotment 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 GERC. 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."

- 5.7. Therefore, in view of the above, if the Developer fails to commission Project along with the dedicated evacuation line along with the metering system (which is to be procured and installed by the Applicant/Petitioner upon requisite approval from appropriate authorities) and bays within the timelines specified, the Connectivity granted to such Project developers shall be cancelled and the Bank Guarantee shall be encashed. The Commission has also given the rationale for the same.
- 5.8. The Bank Guarantee(s) bearing number(s) 0408324BG0000086 & 0408324BG0000087 dated 10.06.2025, amounting Rs. 19,50,000/-

respectively, have expired on 22.04.2025. The Applicant/Petitioner in its IA for Interim Stay dated 07.05.2025 has categorically submitted that the Applicant/Petitioner is willing to extend the validity of the Bank Guarantee for both the Solar Power Projects and that the same is under consideration. It shall be incumbent upon the Applicant/Petitioner to maintain adequate and appropriate bank guarantee(s) with DGVCL in terms of the Commission's Order throughout the pendency of the outcome.

- 5.9. The Applicant/Petitioner has alleged that while pursuing the laying of evacuation lines along with the metering system, Applicant/Petitioner had to face an unforeseen circumstance of the delay in disbursement of the loan amount, which started in February 2025, preventing the timely completion of the solar power project of the Applicant/Petitioner at both the project sites for which the Applicant/Petitioner has sought a three-month extension for the commissioning of the evacuation/transmission line along with the metering system, and the alleged reason of the delay as provided by the Applicant/Petitioner has been contended to be as an unforeseen event on the part of the Applicant/Petitioner.
- 5.10. It is submitted that it is the responsibility of the Applicant/Petitioner to demonstrate that the delay caused in following the timeline was not attributable to the Applicant/Petitioner. The burden of proof in this regard lies on the Applicant/Petitioner, and the Applicant/Petitioner is required to substantiate its claim, and the Commission may verify the same. If there was any default or imprudence on the part of the Applicant/Petitioner, the Applicant/Petitioner cannot be allowed an extension.

- 5.11. The extension of the time, as sought by the Applicant/Petitioner, must be considered by the Commission in accordance with the applicable law. As laid down in the Tariff Order dated 31.08.2024 and in the Gujarat RE Policy 2023 as well, the Applicant/Petitioner was required to commission the Project capacity along with evacuation facility including metering infrastructure within 12 Months from the date of allotment of transmission capacity by way of receiving the Technical Feasibility Report (TFR), i.e. by 22.04.2025.
- 5.12. Without prejudice to the above, DGVCL is well within its rights to seek the measures as provided under the Order dated 31.08.2024 if the Applicant/Petitioner fails to timely commission the project in accordance with the same.
- 5.13. It is relevant to mention that force majeure is an exception to the principle of performance of obligations by the parties and is therefore to be strictly construed. It is not open to a party to make vague allegations of force majeure and seek relief from its obligations. The same has been held by the Hon'ble Delhi High Court in the case of Halliburton Offshore Services Inc. vs. Vedanta Limited & Anr., 2020 SCC Online Del 2068. The relevant portion of the same is produced as under:

“70. It is the settled position in law that a Force Majeure clause is to be interpreted narrowly and not broadly. Parties ought to be compelled to adhere to contractual terms and conditions and excusing non-performance would be only in exceptional situations. As observed in Energy Watchdog (supra) it is not in the domain of Courts to absolve parties from performing their part of the contract. It is also not the duty of Courts to provide a shelter for justifying non-performance. There has to be a ‘real reason’ and a ‘real justification’

which the Court would consider in order to invoke a Force Majeure clause.”

- 5.14. The responsibility for ensuring the timely development of the evacuation facilities/project rests solely with the Applicant/Petitioner. Having voluntarily applied for connectivity with full awareness of the associated requirements and deadlines and the mandate of the existing Tariff Order dated 31.08.2024, the Applicant/Petitioner is obligated to meet the prescribed timelines and thereafter be liable for consequences arising from non-compliance of the same.
- 5.15. It is submitted that mere filing of an application in a time-bound manner without taking quick follow-ups does not mean that the work on the part of the Applicant/Petitioner is completed. The fault on the part of the Applicant/Petitioner to not seek necessary follow-ups and updates from the bank authorities cannot be ignored. The Commission may decide the present Petition filed by the Applicant/Petitioner, considering the submissions as made on behalf of DGVCL.
- 5.16. The Applicant/Petitioner has also prayed not to cancel and further extend the Open Access granted to the Applicant/Petitioner. In response to which, it is submitted that the Applicant/Petitioner in the first place has never applied for seeking Open Access; therefore, there can be no question of either extending or not cancelling it. The prayer as sought by the Applicant/Petitioner with respect to the Open Access is devoid of merit and denied.
- 5.17. The prayers of the Applicant/Petitioner are wrong and denied. It is submitted that the Commission may consider all aspects and decide on the issue of timelines and consequent charges/BG encashment or penalty/consequence payment charges towards failure for non-

compliance with the aforesaid Policy/Order/Regulation. The Commission may decide regarding the Project commissioning timeline in terms of Clause 3.9 of GERC' Order dated 31.08.2024, read with Gujarat RE Policy 2023 and consequent charges/BG encashment towards failure for non-compliance of the aforesaid Policy/Order/Regulation.

6. The Applicant/Petitioner filed written submissions dated 07.10.2025 and submitted as under:
 - 6.1. The present matter relates to the extension of connectivity and the scheduled date of commissioning of 7.8 MW Solar Power Plant of the Applicant/Petitioner.
 - 6.2. The Applicant/Petitioner is developer of the 7.8 MW Solar power plant located in Bharuch district at two project sites in the Valia Taluka- 3.9 MW solar power plant project in Dungri village and 3.9 MW solar power plant project in Kara village, both operating in captive mode which the Applicant/Petitioner desire to use for self-consumption.
 - 6.3. The connectivity was granted to the Applicant/Petitioner and technical feasibility report was issued on 23.04.2024 with respect to the 7.8 MW Solar Power Project for injecting the solar power through proposed dedicated 11 kV solar feeder into the 66 kV Kara Sub-station.
 - 6.4. The total supervision charges were timely paid and the parties entered into a connection agreement dated 31.05.2024. Bank guarantees were issued in favour of the Respondent No. 1 dated 10.06.2024 at the amount of Rs. 19,50,000/- each. The same expired and fresh bank guarantees are issued as per the revised schedule thereby demonstrating its continued commitment to the successful execution and commissioning of its ground mounted solar power projects.

6.5. The details of the bank guarantees are as follows:

Bank Guarantee Number	Amount (in Rs.)	Date of Issue	Date of Expiry
0912025BG0Y00045	39,00,000/-	08.07.2025	08.01.2026
0912025BG0Y00046	39,00,000/-	08.07.2025	08.01.2026

6.6. It is submitted that the Applicant/Petitioner was to complete the work for the project capacity and the dedicated evacuation line as per the timeline stipulated in the Clause 17.4 of the Gujarat Renewable Energy Policy, 2023 and Clause 3.9 of the Tariff Order dated 31.08.2024. In terms of the above, the work has to be completed within 12 months from the date of connectivity/allotment of TFR i.e. on or before 22.04.2025.

6.7. It is submitted that the Clause 3.9 of the Tariff Order dated 31.08.2024 which provides for the timeline, the same also provides a Solar Project Developer such as the present Applicant/Petitioner to approach the Commission seeking for extension of the time period of 12 months if they fail to commission the entire allocated evacuation capacity along with bays and metering system due to unforeseen reasons.

6.8. It is submitted that such unforeseen and uncontrollable circumstances arose in the present case rendering the Applicant/Petitioner unable to commission the project within stipulated timeframe caused by no default or imprudence on part of the Applicant/Petitioner and therefore approached the Commission seeking an extension of ninety days (from the date of receipt order) for commissioning of the Project.

6.9. The primary reason for the delay pertains to the delayed disbursement of term loan for the project. While the Applicant/Petitioner approached the State Bank of India and initiated the loan process in March 2024, the same was sanctioned in November, 2024 and the

actual disbursement began in February, 2025. This significant delay adversely impacted the procurement schedule causing an unavoidable delay in timeline for execution of the project.

6.10. It is also submitted that upon further discussion, the Relationship Manager of State Bank of India clarified that the significant delay in the sanction, documentation and disbursement was attributable to the bank's procedural delay and unavoidable circumstances faced by the bank. An official letter on behalf of the bank stating the same was issued on 22.04.2025.

6.11. It is further submitted that the delay in loan disbursement despite best efforts made by the Applicant/Petitioner was beyond the control of the Applicant/Petitioner, the solar project developer, and had a direct bearing on the project's progress as procurement of key components and equipment's procurement had to be deferred leading to cascading effect on the construction and commissioning schedules.

6.12. It is submitted that the matter pertains to extension on account of delay caused due to unforeseen circumstances and the Commission has observed in catena of its decisions that in the Tariff Order, the Commission has used the word unforeseen reasons and not force Majeure. Thus, any judgement of High Court and Supreme Court pertaining to the issue of Force Majeure would not be applicable to the facts of the present case.

6.13. The Respondent had issued notice of default on 05.05.2025 and subsequently on 07.05.2025 the present petition was filed seeking extension of connectivity. The filing of the same was communicated to the respondent and vide letter dated 17.05.2025, informed the Applicant/Petitioner that "the notice dated 05.05.2025 shall not be

construed as a direction to stop the ongoing activities related to the Solar Power Project. The developer/applicant is permitted to proceed with the installation and related works at their discretion and risk. However, the commissioning of the project shall be subject to and contingent upon the final outcome of the petition pending before the GERC.

6.14. It is submitted that as on date, the 7.8 MW solar power project of the Applicant/Petitioner is in the final stage of completion and the only pending activity pertains to the issuance of the serial numbers for the energy meters by the Respondent No. 1. Despite repeated requests, due to the expiry of the validity of TFR (12 months) and no extension been granted, the same are not issued by the Respondents and the project remains at a standstill as meter serial number is required to initiate the work for the metering system.

6.15. After issuance of the serial numbers, the energy meters will be manufactured by the Applicant/Petitioner. Thereafter, the same shall be submitted to the Respondent DGVCL for testing at accredited laboratory. Upon successful completion of such testing, Respondent shall conduct an inspection of the meters and subsequently charge it after installation. The process stated hereinabove would take 90 days from the date of receipt of order of extension, upon which the serial number for the meters will be issued to the Applicant/Petitioner. Hence timely issuance of the meter's serial number would be critical for the final energization of the Project.

6.16. Pursuant to the direction on 24.07.24 by the Commission to carry out inspection/verification report of the status of the projects the same has been duly complied with by the Respondent authority and the report has been submitted to the Commission by the Respondents. The

aforesaid report confirms the following physical works at the project sites:

- i. Work related to piling, drilling and leg marking for installation of solar panels, structure work and casting work has been carried out for the entire project capacity.
- ii. Solar Panels of 580 Wp each have been installed. For project site at Kara, out of total 8624 panels, installation of 30-40 are only pending to allow access to road for movement of requisite material.
- iii. The inverters have been installed and the cable joint/ MC4 connectors have been jointed between the solar panels.
- iv. Transformer, AC Distribution box, HT Panel are mounted and installed on the civil foundation of the site location;
- v. Underground cable for evacuation of power from plant location till entry point of 66 kV Jara Substation is laid and the same is risen on 2-pole structure at S/s end wherein the electrical and installation work is carried out, only electric connection and VCB installation is pending.

6.17. It is submitted that both the sites at Kara and Dungri are at advance stage of completion with over 90% of overall work being completed at both the project sites.

6.18. It is submitted that the Applicant/Petitioner has acted diligently and in good faith and remained fully committed to commissioning the project at the earliest possible date. The Applicant/Petitioner has made substantial Investment towards the Development of its 7.8 MW ground

mounted solar power project, including procurement of land, plant and machinery and associated infrastructure. The project being at advance stage of completion / near completion status, non-grant of extension or revocation of connectivity or encashment of bank guarantee would cause irreparable financial loss to the Applicant/Petitioner as substantial capital already deployed (in the form of loans, purchase of land and timely payment of estimate charges) would be rendered unproductive and would further cause irretrievable harm to all the parties involved. The hardship caused would be disproportionate, especially in light of the Applicant/Petitioner's sincere efforts and commitment to timely commissioning of the solar power project.

6.19. Therefore, in light of the above, grant of an extension of TFR for 3 months (90 Days) from the date of receipt of the order would be in the interest of justice and to support the broader object of promoting the renewable energy generation.

6.20. In view of the above, it is submitted that the Applicant/Petitioner shall be granted the following reliefs:

- a. Extension of the time period for a period of 90 days for commissioning the solar power project including entire evacuation line along with bays and metering system of the Applicant/Petitioners from the date of receipt of order;
- b. Direct the Respondents to extend the connectivity;
- c. Direct the Respondents to not cancel the Connectivity and/or not impose any default charges during the pendency of present petition and/or encash the bank guarantees;
- d. Pass such other order/s that this Hon'ble Commission may deem just and proper in circumstances of the case.

7. The Applicant/Petitioner filed written submissions dated 05.02.2026 and submitted as under:

7.1. The Applicant/Petitioner has submitted the below:

Sr. No.	Particular	Date	Status	REMARKS
1.	Date of Connectivity Approval	7/03/2024		With 12 months' timeline to complete the 100% evacuation Infra and Charging thereof.
2.	Work Status as on date:	7/03/2025		Within 12 months' timeline
	A) Plant and Machineries:			
	Procurement and Installation		100%	All Equipment's are installed and are ready to charge condition.
	B) Evacuation Infra:			
	Procurement		100%	All the Equipment's excluding ABT Meters are installed.
	Eraction of 11KV Feeder Lines		100%	All work completed
	Eraction of HT Infra at Plant site		100%	HT Panel and Switchgears are ready to charge condition.
	C) Pending work as on	7/3/2025		
	Connection of HT Panels at GETCO S/S			HT Panels Delivered at GETCO S/S (1 Day Work)
	Issuance of ABT Meter Serial No. and procurement			1 week time for serial NO. Meter delivery 4 works and testing 15 days thereafter.
	Charging permission from CEIG.			7 days from installation of HT Panel at GETCO S/S
	RTU MOM by SLDC			7 days from Wheeling Agreement
	ABT Meter Installation			1 days work after 45 days from issuance of meter serial No. by DGVCL & SLDC
	Wheeling agreement			5 days from meter sealing.
	Commissioning by GEDA			10 days after wheeling & RTU MOM
3.	Total time required for pending work		90 Days	As listed above timelines for various work.

7.2. The Applicant/Petitioner has filed the Petition for grant of extension of validity of Connectivity Granted for 7.8 MW Captive Solar Project in order to complete the pending work listed above and to allow commissioning of the projects.

- 7.3. The key objective of the stringent timelines for completion of project work after issuance of Connectivity in the GERC Connectivity Procedure and Tariff Order is to avoid the undue blockage of Grid by non-serious Developers /Connectivity grantee and optimum use of Grid assets by completing projects in reasonable times.
- 7.4. In light of the above objective of the tariff and connectivity Regulation along with the work completion by the Applicant/Petitioner within 12 months from date of connectivity, it is evident that the Applicant/Petitioner has put significant efforts and resources to accomplish the project work within timeline. Accordingly, it is also to be consider that at any point of time intention of the Applicant/Petitioner is not to delay the project and hold the connectivity. The Applicant/Petitioner has done reasonable efforts to accomplish the commissioning of the projects by 12 months' timeline stated in the connectivity approval.
- 7.5. Further, in the matter of Petition No. 2564 of 2025, to amend the timelines for Solar project work completion considering the difficulties faced by many RE developers, after considering submission of stakeholders and suggestion thereof, the Commission passed an Order dated 21.01.2026.
- 7.6. As stated by the Commission that while regulatory discipline and certainty are essential for orderly development of the power sector, an unduly rigid framework may inadvertently defeat the very objective of renewable energy promotion envisaged under the Act. Cancellation of connectivity not only impacts the developer but also leads to suboptimal utilisation of already planned or created transmission infrastructure, thereby affecting system efficiency and long-term sectoral interests. The Applicant/Petitioner requested the

Commission to evaluate the present case of Connectivity cancellation and its impact thereof in the same line. The Applicant/Petitioner, being MSME unit, has made significant investment to achieve goal of sustainability in line with Nations Policy for clean energy and infrastructure development.

7.7. It is requested to the Commission that the Applicant/Petitioner as RE connectivity grantee has done serious and significant efforts to develop and establish its captive power projects which has resulted into 95% of work completion within 12 months period signifies the commitment and intension for Project Commencement.

7.8. However, due to occurrence of delays in various approvals and activities with reasons beyond reasonable control as stated in the below table:

Sr. No.	Particular	From Date	To Date of approval	Total Time Days	Delayed by Days
1.	NA Approvals	14/09/2024	22/11/2024	70 Days	55 Days
2.	Loan Sanction & disbursement*	1/10/2024	7/12/2024	68 Days	40 days
3.	Site non approachability due to rain**	July-2024	Oct-2024	123 Days	70 Days
**Due to delay in NA approval, Mortgage of Land delayed and successively Loan Sanction delayed, which is delayed as stated above. **Year 2024 witnessed heavy rainfall between July-Oct (Monsoon Report GOI, 2024)					

7.9. It is submitted that due to delay in NA approvals (reason beyond reasonable control) which usually take 15 days after application received after 70 days from application, Loan sanction from the banker gets delayed and which is to be received within 30 days took 40 days to issue sanction and for disbursement further one month.

7.10. Further to above, it is requested to have attention on the fact that as per the instruction of the Commission while the Respondent No. 1 DGVCL tried to visit sites for verification of project status in July, 2025

but has to reschedule due to non-accessibility of site due to water logging, which justifies the Applicant/Petitioner' stand for non-workmanship during heavy rain in the period July, 2024 to October, 2024 as confirmed in the Monsson Report, 2024 by Govt. of India.

8. The matter was heard on 26.02.2026. During the hearing, the Counsel for the Applicant/Petitioner while reiterating the submissions as stated above, has also submitted that as on date, the solar power project is at the final stage of completion and activity pertaining to conveying of serial numbers of the energy meters by Respondent No. 1 is only pending. She further submitted that due to the expiry of 12 months validity of the Technical Feasibility Report (TFR) for the solar project connectivity and in absence of extension thereafter, owing to the pendency of the present Petition before the Commission, the Respondents have not issued the serial numbers of the energy meters. Consequently, the further progress of the project has come to a standstill, as the issuance of meter serial numbers is a prerequisite for initiating the process of installation of energy metering system at the project site and proceed further for physical connectivity with the grid and commissioning works of the project.
 - 8.1. She submitted that upon issuance of the meter serial numbers, the Applicant/Petitioner shall proceed with order for manufacturing of the energy meters and submit the same to Respondent, DGVCL for testing at an accredited laboratory. Upon successful testing, the Respondent shall inspect, install and charge the meters. It was submitted that the entire process would require approximately 90 days from the date of grant of extension.
 - 8.2. She submitted that pursuant to the Commission's direction dated 24.07.2025 to carry out inspection/verification of the project status,

the Respondent DGVCL has duly complied and submitted status report of the project before the Commission, noting that approximately 90% of the project work has been completed. She further submitted that due to unforeseen and uncontrollable circumstances, the Applicant/Petitioner was unable to commission the project within the stipulated timeframe of 12 months from the grant of Technical Feasibility Report by DGVCL and therefore the Petitioner seeks an extension of 90 days for commissioning of the project from the date of order of the Commission in the present matter.

- 8.3. Ld. Advocate Mr. Aneesh Bajaj appearing on behalf of the Respondent DGVCL submitted that the Technical Feasibility Report (TFR) for connectivity was issued on 23.04.2024, and the Applicant/Petitioner was required to complete and commission the project along with dedicated evacuation line within 12 months, i.e., on or before 22.04.2025. He further submitted that even assuming an additional period of six months in terms of the Amendment Order dated 21.01.2026 passed by the Commission in Petition No. 2564 of 2025, also the additional 6 months period has expired in October 2025. He submitted that granting a further extension of 90 days from the date of the Order would effectively result in providing more than two – two and half years for completion of the project.
- 8.4. On a query of the Commission regarding the time required for completion of the project, the representative of Respondent No. 1 submitted that their role is limited to issuance of ABT meter serial numbers and installation approval upon application by the Applicant/Petitioner. He confirmed that pursuant to the Commission's direction dated 24.07.2025, inspection/verification of

the project status has been carried out and the report has been submitted on the record of the present petition by the Respondent. He further submitted that only physical connectivity and installation of VCB at the Sub-station end remained pending. It is stated that the completion of the remaining works would be contingent upon the outcome of the present proceedings, and therefore a specific Order of the Commission is required. He submitted that upon completion of the pending works and issuance of the Work Completion Certificate by the concerned field office, and subject to grant of extension of time by the Commission, the Respondent shall be in a position to issue the meter serial numbers.

9. Heard the parties. We note that the present Petition has been filed by the Applicant/Petitioner Panara Craft LLP under Section 86 (1) (c), (e) and (f) of the Electricity Act, 2003 seeking extension of time for commissioning of its 7.8 MW (AC) captive solar power project along with evacuation infrastructure. The Petition has been filed invoking Clause 3.9 of the GERC Tariff Order dated 31.08.2024, which grants liberty to the project developers to approach the Commission seeking for extension in case of delay in commissioning of evacuation line /RE generation capacity within stipulated time due to unforeseen reasons.
- 9.1. The Commission has carefully perused the submission of the parties, pleadings, documents placed on record, and oral submissions made during the course of hearing. The Commission notes that the Applicant/Petitioner has sought 90 days' extension for completion of evacuation infrastructure and commissioning of its project on account of circumstances stated to be beyond its control.

- 9.2. We note the submission of the Respondent that the Technical Feasibility Report (TFR) for connectivity with the grid was issued to the Applicant/Petitioner on 23.04.2024, and the Applicant/Petitioner was required to complete and commission the project along with dedicated evacuation line within 12 months, i.e., on or before 22.04.2025. It is further contended that even considering the subsequent amendment brought about by the Commission vide Order dated 21.01.2026 in Petition No. 2564 of 2025, whereby the timeline was extended to 18 months, the extended period would have expired in October 2025. Therefore, according to the Respondent, grant of any further extension at this stage would effectively dilute the regulatory discipline and timelines prescribed under the applicable framework.
- 9.3. Per contra, the Applicant/Petitioner has submitted that the project could not be completed within the stipulated timeframe due to circumstances beyond its control. It is further submitted that the project has achieved substantial physical progress, with more than 90% of the work already completed, and that only limited activities relating to installation of metering system, physical connectivity with grid are pending. We further note the submission of the Applicant/Petitioner that due to expiry of the validity of the TFR and in absence of extension thereof, the Respondent has not issued the serial numbers of the energy meters, which is a prerequisite for installation and testing of the metering system and for achieving physical connectivity. Consequently, the progress of the project has reached a standstill. It is also submitted that pursuant to the Commission's direction dated 24.07.2025 to carry out inspection/verification of the project status, the Respondent DGVCL has duly complied and submitted status report of the project before

the Commission, noting that approximately 90% of the project work has been completed.

9.4. The Respondent DGVCL has not contested the aforesaid submission of the Petitioner.

9.5. In the present case, we consider it appropriate to note that the Commission vide Order dated 21.01.2026 in Petition No. 2564 of 2025 filed by GETCO has amended the Order No. 06 of 2024 dated 22.08.2024 and extended the timeframe for completion of evacuation infrastructure from 12 months to 18 months, thereby granted generic extension of six months to RE projects for completion of evacuation infrastructure and also removed ambiguity with regard to commissioning of RE generation capacity after commissioning of evacuation line/infrastructure. The order dated 21.01.2026 categorically stipulates that the RE projects which are under various stage of development and yet to be commissioned shall be governed by the extended timeframe of 18 months and clarity with regard to commissioning of RE generation capacity after commissioning of evacuation line/infrastructure. The said amendment was issued after taking cognizance of practical difficulties being faced by Renewable Energy project developers.

9.6. It is submitted by the Petitioner that due to certain unforeseen circumstances, the evacuation infrastructure and RE generation capacity could not be completed within the stipulated period of 12 months. Accordingly, the Petitioner approached the Commission before expiry of such timeline seeking for extension of time for completion of the said works. It is further submitted that the original timeframe as well as additional time sought in the present Petition has already expired during the pendency of the present Petition.

Accordingly, the Petitioner has requested that appropriate time may be granted to the Petitioner to enable completion of the evacuation infrastructure and commissioning of the RE Generation capacity.

- 9.7. In the aforesaid facts and circumstances of the case, particularly observing that (i) the substantial progress is achieved in the project by the Petitioner (ii) the additional time sought by the Petitioner in the present Petition is well within the six months' generic extension considered by the Commission in the order dated 21.01.2026 ; and (iii) Order dated 21.01.2026 specifically stipulates that the timeframe provided for completion of evacuation line and clarity provided about commissioning of the RE capacity, shall be applicable to RE projects which are at various stage of commissioning and yet to be commissioned, we are of the view that the present Petition can be appropriately disposed of without entering into the merits of the grounds urged by the Petitioner for delay or adjudicating upon attribution of such delay.
- 9.8. Accordingly, in exercise of powers under Section 86 of the Electricity Act, 2003 and in the interest of facilitating completion of renewable energy projects, we deem it appropriate to direct the Applicant/Petitioner to approach the Respondents and complete all pending technical, procedural, and regulatory formalities within a period of six (6) months from the date of this Order. Further, upon such approach by the Petitioner, the Respondents shall process the case of the Petitioner and facilitate the commissioning of evacuation infrastructure and grant of physical connectivity in accordance with applicable laws, rules, and regulations.

9.9. We make it clear that the present Order has been passed in light of given facts and circumstances of case and with consideration of the Order dated 21.01.2026 passed by the Commission in the Petition No. 2564 of 2025 allowing general extension of timeframe for completion of evacuation infrastructure from 12 months to 18 months and clarity with regard to commissioning of RE generation capacity, the Commission do not find it appropriate to adjudicate upon the merits of the grounds for delay urged by the Petitioner.

10. With the above directions, the present Petition and IA, if any, stands disposed of accordingly.

11. Order accordingly.

Sd/-
[Jatin N. Thakkar]
Member

Sd/-
[Hiren Shah]
Member

Sd/-
[Pankaj Joshi]
Chairman

Place: Gandhinagar.

Date: 06/04/2026.

