

**CENTRAL ELECTRICITY REGULATORY COMMISSION  
NEW DELHI**

**Petition No. 593/MP/2020**

**Coram:**

**Shri P.K. Pujari, Chairperson**

**Shri I.S. Jha, Member**

**Shri Arun Goyal, Member**

**Shri P.K Singh, Member**

**Date of Order: 16.04.2021**

**In the matter of**

Petition under Section 79(1)(f) of the Electricity Act, 2003 read with Regulation 33b of the Central Electricity Regulatory Commission (grant of connectivity, long-term access and medium-term open access) Regulations, 2009 and Regulation 111 of the Central Electricity Regulatory Commission (conduct of business) Regulations, 1999 seeking directions regarding submission of bank guarantees by power generators seeking grant of long term access into the inter-state transmission system.

**And in the matter of**

Central Transmission Utility (CTU)  
(Power Grid Corporation of India Limited),  
Through its General Manager (CTU-Plg.),  
B-9, Qutab Industrial Area,  
Katwaria Sarai, New Delhi-110016

**.... Petitioner**

**Versus**

1. ACME Solar Holdings Limited,  
Through its Authorized Signatory,  
Plot No. 152, Sector 44,  
Gurugram- 122001, Haryana.
2. Acme Deoghar Solar Power Private Limited,  
Through its Authorized Signatory,  
Plot No.152, Sector 44,  
Gurugram -122002, Haryana.
3. Acme Dhaulpur Powertech Private Limited,  
Through its Authorized Signatory,  
Office: 104, Munish Plaza,  
20, Ansari Road, Darya Ganj,  
New Delhi-110 002.



4. Acme Phalodi Solar Energy Private Limited,  
Through its Authorized Signatory,  
Office: 104, Munish Plaza,  
20, Ansari Road, Darya Ganj,  
New Delhi-110 002.
5. Acme Raisar Solar Energy Private Limited,  
Through Its Authorized Signatory,  
Office: 104, Munish Plaza,  
20, Ansari Road, Darya Ganj,  
New Delhi-110 002.
6. Mahoba Solar (UP) Pvt. Ltd.,  
Adani House, Near Mithakhali Six Roads,  
Navrangpura, Ahmedabad-380009,  
Gujarat.
7. Renew Solar Power (Pvt.) Ltd.,  
138, Ansal Chamber-II,  
Bikaji Cama Place, New Delhi-110066.
8. Azure Power India (Pvt.) Ltd.,  
3<sup>rd</sup>Floor, Asset 301-304,  
World Mark -3,Aerocity,  
New Delhi-110037.
9. Adani Green Energy MP Ltd.,  
Adani House,  
NearMithakhali Six Roads,  
Navrangpura, Ahmedabad-380009,  
Gujarat.
10. Renew Solar Energy (Jharkhand Four) Private Limited,  
Commercial Block-1, Zone 6, Golf Course Road,  
DLF City, Phase-V, Gurugram, Haryana.
11. Energy Private Limited,  
C-11, Sector 65, Noida – 201307,  
Uttar Pradesh.
12. Eden Renewable Cite Private Limited,  
Unit No. 236 B & C, First Floor,  
DLF South Court,  
Saket, Delhi-110017.
13. Hero Solar Energy Private Limited,  
Plot no 201, First Floor,  
Okhla Industrial Estate Ph-III,  
Delhi – 110020.
14. Mahindra Susten Private Limited,  
7<sup>th</sup> Floor, WeWork, Raheja Platinum,



- Sag Baug Road, off Andheri-Kurla Road,  
Marol, Andheri East, Mumbai,  
Maharashtra-400059.
15. ReNew Solar Power Pvt. Ltd.,  
Commercial Block-1, Zone 6, Golf Course Road,  
DLF City, Phase-V,  
Gurugram, Haryana.
  16. Tata Power Renewable Energy Ltd.,  
C/o The Tata Power Company Limited,  
Corporate center A, Sant Tukaram Road,  
Carnac Bunder, Mumbai- 400009, Maharashtra
  17. Rajasthan Solar Park Development Co. Ltd.,  
E-166, Yudhisthir Marg,  
C-Scheme, Jaipur – 302007.
  18. SBE Renewables Ten Pvt. Ltd.,  
1<sup>st</sup> Floor, Worldmark – 2, Asset Area – 8,  
Hospitality District, Aerocity, NH-8,  
Delhi – 110037.
  19. SBSR Power Cleantech Eleven Pvt. Ltd.,  
1<sup>st</sup> Floor, Worldmark – 2, Asset Area – 8,  
Hospitality District, Aerocity, NH-8,  
Delhi – 110037.
  20. Ayana Renewable Power One Pvt. Ltd.,  
3rd Floor, Sheraton Grand Hotel,  
Brigade Gateway, 26/1, Dr. Rajkumar Road,  
Malleswaram (West),  
Bangalore – 560055.
  21. Renew Solar Urja Private Limited,  
Commercial Block-1, Zone 6,  
Golf Course Road, DLF City, Phase-V,  
Gurugram, Haryana.
  22. Renew Surya Vidhan Private Limited,  
Commercial Block-1, Zone 6,  
Golf Course Road, DLF City, Phase-V,  
Gurugram, Haryana.
  23. Saurya Urja Company of Rajasthan Ltd.,  
701-703, 7<sup>th</sup> floor, Kailash, Near Apex Mall,  
Lalkothi, Tonk Road, Jaipur – 302015.
  24. M/s Essel Saurya Urja Company of Rajasthan Limited,  
G7, Ground Floor, Shree Mansion,  
Kamla Marg, C-Scheme, Jaipur,  
Rajasthan- 302001.



25. Renew Power Pvt. Ltd.,  
Renew Hub, Commercial Block-1,  
Golf Course Road, DLF City Phase-V,  
Gurugram.
  26. Betam Wind Energy Private Limited,  
15th Floor, Tower B, Vatika Towers,  
Golf Course Road, Sector-54,  
Gurugram.
  27. Shapoorji Pallonji Infrastructure Capital Co. Pvt. Ltd.  
SP Centre, 41/44 Mlinoo Desai Marg,  
Colaba, Mumbai- 400005.
  28. Mytrah Energy (India) Private Limited  
8001, Q-City, S. No:109,  
Gachibowli, Hyderabad 500032.
  29. Sprng Renewable Energy Private Limited  
Office#201, Level 2,  
Pentagon P2, Magarpatta City,  
Hadapsar, Pune – 411013.
  30. Andhra Pradesh Solar Power Corporation Pvt. Ltd.,  
Room no. 218, 2<sup>nd</sup> Floor,  
Vidyut Soudha, Khairatabad,  
Hyderabad – 500082.
  31. Karnataka Solar Power Development Corporation Ltd.,  
2nd Floor, South Block,  
Beeja Raja Seeds Complex Hebbal,  
Bellary Road, Bangalore-560024.
  32. Inox Wind Infrastructure Services Ltd.,  
Plot No.-17, Sector 16-A,  
Film City, Noida, Uttar Pradesh,
  33. M/s Green Infra Wind Energy Ltd.,  
5th Floor, Tower C, Building No. 8,  
DLF Cyber City,  
Gurgaon – 122002.
  34. Adani Green Energy MP Ltd.,  
Adani House, Nr. Mithakhali Six Roads,  
Navrangpura, Ahmedabad.  
Gujarat – 380009.
  35. M/s ReNew Wind Energy (AP2) Private Limited,  
Commercial Block-1, Zone 6,  
Golf Course Road,  
DLF City Phase-V, Gurugram.
  36. M/s ReNew Wind Energy (TN) Pvt. Ltd.,
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- Commercial Block-1, Zone 6,  
Golf Course Road,  
DLF City Phase-V, Gurgaon.
37. Alfanar Energy Private Limited,  
419-424 4<sup>th</sup> Floor, JMD Megapolis,  
Sohana Road, Gurgaon-122002.
38. Avikiran Solar India Private Ltd.  
C/o BLP Energy Private Limited,  
12<sup>th</sup> Floor, Crescent 1, Prestige,  
Shantiniketan, ITPL Main Road,  
Hoodi, Bengaluru- 560048.
39. Srijan Energy Systems Pvt Ltd.,  
102 EL Tara Orchard Avenue,  
Hiranandani Garden Powal,  
Mumbai 400076, Maharashtra.
40. Netra Wind Pvt Ltd.,  
504-Delphi, Wing 'B',  
Hiranandani Business Park,  
Powai, Mumbai – 400076,
41. Sitac Kabini Renewables Pvt Ltd.,  
507-508, Ashoka Estate,  
24 Barakhamba Road,  
New Delhi – 110001.
42. Adani Green Energy Ltd.,  
Adani House, Shantigram,  
S.G. Highway,  
Ahmedabad – 382441.
43. Powerica Limited,  
9th Floor, Godrej Coliseum, C-Wing,  
Sion - Trombay Road, Sion East,  
Mumbai – 400022.
44. Sprng Vayu Vidyut Private Limited,  
Office A-001, Upper Ground, P-5,  
Pentagon Tower, Magarpatta City,  
Hadapsar, Pune – 411013.
45. Srijan Energy Systems Pvt. Ltd.,  
102 EL Tara Orchard Avenue,  
Hiranandani Garden Powal,  
Mumbai 400076 Maharashtra.
46. Adani Green Energy Seven Ltd.,  
Adani House, Near Mithakhali Six Roads,  
Navrangpura, Ahmedabad-380009,
- 



Gujarat.

47. Adani Renewable Energy Park Rajasthan Ltd.,  
Adani House, Near Mithakhali Six Roads,  
Navrangpura, Ahmedabad-380009,  
Gujarat

**... Respondents**

**Parties present:** Ms. Suparna Srivastava, Advocate, CTU  
Mr. Tushar Mathur, Advocate, CTU  
Ms. Jyoti Prasad, CTU  
Mr. Parinay Deep Shah, Advocate, Sitac Kabini Renewables  
Mr. Surabhi Pandey, Sitac Kabini Renewables  
Ms. Anjana Sharma, Sitac Kabini Renewables  
Ms. Soumi Banerji, Sitac Kabini Renewables

**ORDER**

The instant petition has been filed by the Petitioner, Central Transmission Utility (CTU) under Section 79(1)(f) of the Electricity Act, 2003 read with Regulation 33(b) of the Central Electricity Regulatory Commission (Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-State Transmission and related matters) Regulations, 2009 (hereinafter referred to as “the 2009 Connectivity Regulations”) and Regulation 111 of the Central Electricity Regulatory Commission (Conduct of Business) Regulations, 1999 seeking directions regarding submission of bank guarantees by solar power generators seeking grant of long term access (LTA) into the inter-State transmission system (ISTS).

2. The Petitioner has made following prayers:

*“(a) Pass appropriate directions in accordance with Regulation 12 of Central Electricity Regulatory Commission (Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-State Transmission and related matters) Regulations, 2009 for submission of the applicable bank guarantee (depending upon system augmentation) in all cases of grant of long-term access with validity period up to six months after commissioning of the generation project and dedicated transmission line by the concerned Long Term Customer;*



(b) In the alternative, pass appropriate directions for administration of the provision relating to waiver of applicable bank guarantee under Para 24.1(b)(ii)(vi) of the Detailed Procedure, 2010 in light of the applicable provisions relating to the Hon'ble Commission's regulations on sharing of ISTS transmission charges and this Hon'ble Commission's grants of regulatory approval through abovementioned Orders for execution of various inter-State transmission schemes with the direction that the cost of implementation of transmission system may not be passed on to the consumers till the commissioning of the respective generation projects;

(c) Pass such further and other order(s) as this Hon'ble Commission may deem fit and proper in the facts and circumstances of the present case."

### **Submissions made by Petitioner**

3. The Petitioner has submitted as under:

a) The 2009 Connectivity Regulations provides for furnishing bank guarantee while applying (application bank guarantee or 'ABG' in short) for LTA as well as at the stage of granting LTA (construction bank guarantee or 'CBG' in short) by the Petitioner. Considering the investments in implementing transmission system, the application bank guarantee is replaced by construction bank guarantee once LTA is granted. The requirement to furnish bank guarantee is applicable to both conventional and renewable energy projects and is necessary for bringing seriousness to the LTA applications.

b) The mandate under the 2009 Connectivity Regulations is that a payment security instrument (ABG or CBG) was to remain available with the Petitioner right from the stage of making the LTA application, which could be taken recourse to in the specified events.

c) Regulation 15 of the 2009 Connectivity Regulations requires an LTA grantee to enter into a Bulk Power Transmission Agreement (BPTA) with the Petitioner in accordance with the provisions in the Detailed Procedure made under Regulation 27 of the 2009 Connectivity Regulations (in short, "the Detailed Procedure"). Thus, signing of BPTA by the LTA grantee undertaking to pay transmission charges to the Petitioner is *sine qua non* for the Petitioner to implement the transmission system.

d) A perusal of Clause 24.1(b)(ii)(vi) of the Detailed Procedure would show that an LTA applicant is exempted from furnishing an application bank guarantee and/or construction bank guarantee to the Petitioner in cases where:



- (i) entire quantum of LTA was tied up through firm PPAs; or
- (ii) entire power had been allocated to beneficiaries in case of Central Sector generating station; or
- (iii) entire power had been allocated from an ultra-mega power project coming through the initiative of the Central Government.

e) Under the three exceptions set out in Clause 24.1(b)(ii)(vi) of the Detailed Procedure, though no bank guarantees were to be furnished by an LTA applicant, the transmission system augmentation required under the LTA was to be undertaken by the Petitioner only after agreement of beneficiaries in meetings of Standing Committee on Power System Planning (SCM)/ Regional Power Committee (RPC) for bearing its transmission charges. In such a case, a direct agreement is then signed with the Petitioner by such beneficiaries instead of the LTA applicant/ grantee. This means that for an LTA applicant eligible to avail benefits under the specified exceptions, signed PPA with the project beneficiary is necessarily to be submitted to the Petitioner along with the LTA application.

f) However, in practice, the Petitioner continued to sign the LTA Agreement with the original LTA applicants/ grantees (instead of their beneficiaries), who have also furnished the construction bank guarantees (CBG) to the Petitioner. It is only in the cases of Central Sector generating stations that the LTA Agreements have been signed directly with the beneficiaries. In fact, even in case of Central Sector generating stations, when beneficiaries have not come forward to sign the Agreements, such generating stations have been insisted upon for signing LTA Agreements.

g) The Commission vide order dated 9.5.2020 in IA No. 91/2019 in Petition No. 108/MP/2019 and IA No. 92/2019 in Petition No. 109/MP/2019 directed the Petitioner to return CBG to the LTA applicants who are renewable energy (RE) developer corresponding to the quantum for which PPA or PSA with beneficiaries had been signed, irrespective of the timelines of implementation of the project. However, due to waiver of submission of CBG, the Petitioner and the beneficiaries (or Designated ISTS Customers) have been left inadvertently exposed to the risk of the generation project defaulting





at any stage in the construction of the generation project and/or dedicated transmission line.

h) It is possible that an RE developer gets delayed or exits from or abandons the project for want of tied-up firm beneficiary. Thus, an outcome of the aforesaid order of the Commission dated 9.5.2020 is that in such cases where an RE developer was granted exemption from submission of CBG and the LTA had been granted with system augmentation, the Petitioner will be left with no security instrument, which is otherwise available in the form of ABG or CBG.

i) In such a situation, a tripartite LTA Agreement, if at all, executed with the beneficiaries, also did not inure to the benefit of the Petitioner since the beneficiaries cannot be held accountable for payment of transmission charges for the system constructed by the Petitioner till the system became operational.

j) The above order dated 09.05.2020 is difficult to administer in light of the fact that there are directions for extending timelines for exemption from submission of LTA related bank guarantee to the RE developer. There are also simultaneous directions and observations regarding compliance with two pre-conditions for applicability of waiver namely:

- (i) augmentation of the transmission system as identified for grant of LTA is to be undertaken only after agreement of the beneficiaries in the Standing Committee on Power System Planning/Regional Power Committee for bearing the transmission charges;
- (ii) the Long Term Access Agreement in such cases is to be directly signed by the beneficiaries with CTU or Tripartite Agreement with CTU and inter-State transmission licensee.

k) There is a need of having CBG for all cases with or without PPA to take care of risk of payment of transmission charges in cases where generation is delayed, stranded or abandoned. The provisions as regards waiver in Clause 24.1(b)(ii)(vi) of the Detailed Procedure exhibit certain 'gaps', 'lacunas' and 'contradictions' which require intervention of this Commission.



### **Hearing dated 8.4.2021**

4. The matter was heard on 8.4.2021 through video conferencing. The Commission asked the Petitioner whether it had complied with directions of the Commission vide Order dated 09.05.2020 in IA No. 91/2019 in Petition No. 108/MP/2019 and IA No. 92/2019 in Petition No. 109/MP/2019. The learned counsel for the Petitioner replied in the negative.

5. The Commission took a serious view of the matter and observed that such an approach of the Petitioner would necessitate action under relevant provisions of the Electricity Act, 2003.

### **Analysis and Decision**

6. We have considered the submissions of Petitioner. We observe that the Petitioner had itself filed IA No. 91/2019 in Petition No. 108/MP/2019 and IA No. 92/2019 in Petition No. 109/MP/2019 with following prayers:

*“(i) issue clarification or appropriate directions on the issue that whether exemption from submission of construction phase bank guarantee can be extended to phases between the making of LTA application to LTA grant or to signing of LTA Agreement or further to the last due date for submission of construction phase bank guarantee in the ordinary course; keeping in view of its implications on ISTS Licensees and beneficiaries (Discoms) as brought out in light of the submissions made in the present IA.;*

*(ii) issue directions for treatment of construction phase bank guarantee submitted by some LTA applicants pending adjudication of the present Petition; and*

*(iii) any other relief that may be granted in the facts and circumstances of the case.”*

7. Relevant extract from order dated 09.05.2020 in the aforesaid petitions is as follows:

*“21. The relevant portions of Para 24 (v) and (vi) of the Detailed Procedure under Regulation 27(1) of the 2009 Connectivity Regulations are reproduced as under:*

*“(v) Applicant shall submit construction phase bank guarantee of Rs. 5 lakh per MW for the quantum of long-term access sought. In case application for Grant of Connectivity and Grant of Long Term Access are made concurrently or after a time gap, and construction of dedicated line is not required to be constructed by the applicant but by the CTU/inter-State transmission licensee (for a thermal generating station of 500 MW and above and a hydro generating station of 250*



*MW and above, other than a captive generating plant), as per provisions of the Regulations, then the total BG required to be submitted for both the construction of dedicated line as well as for augmentation of transmission system shall together, at any time, not exceed Rs. 5 Lakhs per MW.*

*(vi) In case of applicants who have already firmed up the entity or entities to whom electricity is proposed to be supplied or from whom electricity is proposed to be procured for the entire quantum of power for which LTA has been sought through signing of PPA or, in the case of Inter-State Generating Stations owned by the Central Government or Ultra Mega Power Projects coming up through the initiative of the Central Government, allocation of power to various beneficiaries as notified by it, then the applicant shall not be required to submit Bank Guarantee(BG) with the application form or the Construction Stage BG. In such cases, however, the augmentation of the transmission system as identified for grant of LTA shall be undertaken only after agreement of the beneficiaries in Standing Committee on Power System Planning/Regional Power Committee for bearing its transmission charges. The applicant shall submit a copy of PPA or notification made by Govt. of India, whichever is applicable. The long-term access agreement, may, in such cases be directly signed by the beneficiaries with the CTU or tripartite agreement with the CTU and ISTS, as the case may be.”*

*22. Perusal of the above provisions makes it clear that an applicant who has firmed up the entity or entities for supply of entire quantum for which LTA has been sought by signing the PPA is not required to submit Bank Guarantee either with the application form (Application BG, in short) or the construction phase BG subject to fulfilment of the following conditions:*

*(a) Augmentation of the transmission system as identified for grant of LTA shall be undertaken only after agreement of the beneficiaries in the Standing Committee on Power System Planning/Regional Power Committee for bearing the transmission charges;*

*(b) The Long Term Access Agreement in such cases shall be directly signed by the beneficiaries with CTU or tripartite agreement with CTU and inter-State transmission licensee.*

*The above two conditions are to be fulfilled in case of signed PPAs for exemption from submitting the application bank guarantee or construction phase bank guarantee, or both, where augmentation of transmission system is required.*

...

*27. From the above Petitions, we note that despite PPAs having been signed between generators and intermediary agency, PSAs have not become a reality in several cases. Therefore, a PPA between generator (LTA applicant) and beneficiary cannot be placed at the same footing as a PPA between generator (LTA applicant) and intermediary agency for the purpose of construction phase BG. If the PPAs signed by SECI with the LTA applicant are not supported by back to back PSAs with the beneficiaries, there is no firm commitment of beneficiaries and the conditions of waiver from furnishing BGs (application BG/ construction phase BG) as envisaged in the Detailed Procedure is not fulfilled. Therefore, in our view, in absence of PSAs between intermediary agency with beneficiaries, the LTA applicant cannot avail the benefit of non-submission of Bank Guarantee under paragraph 24(vi) of the Detailed Procedure, subject to fulfilment of other requirements of the said paragraph.*



28. *An important aspect of non-requirement of construction phase BG is that augmentation of the transmission system as identified for grant of LTA shall be undertaken only after agreement of the beneficiaries in Standing Committee on Power System Planning/ Regional Power Committee and that transmission charges shall be borne by them and the LTA Agreement shall be signed directly by beneficiaries with CTU. In case of competitively bid projects through intermediary agencies, fulfilling these conditions may not be possible at the time of making LTA application, since in such cases PPA is signed by the intermediary agency with generators first on basis of bidding and then it is followed up by PSA with beneficiaries. There could be and often there is time lag between signing PPA and PSA due to requirement of getting approval of PSA by respective State Electricity Regulatory Commissions.*

*29. In view of the above, we are of the opinion that in terms of the Detailed Procedure, construction phase BG cannot be waived off for an LTA applicant, where (a) augmentation of the transmission system is identified for grant of LTA and (b) there is no PPA with beneficiaries or PPA exists only with intermediary agency without back to back PSA with beneficiaries. However, taking into consideration the process of competitively bid projects through intermediary agencies and observations made in paragraph 28 above, we direct that if PPA gets signed between LTA applicant and beneficiaries or between LTA applicant and intermediary agency with back to back PSA with the beneficiaries, the construction phase BG shall not be required to be furnished for the quantum for which such PPA or PPA with back-to-back PSA has been signed with beneficiaries. Consequently, if any application BG or construction phase BG has been furnished by the LTA applicant, BG corresponding to the quantum, for which PPA or PSA with beneficiaries has been signed and submitted to CTU, shall be returned to such LTA applicant.”*

8. A perusal of the above order dated 09.05.2020 clearly provides for the treatment of construction bank guarantee and application bank guarantee in case of signing of PPA (between the LTA applicant and its beneficiaries) or PPA (between LTA applicant and intermediary) with back to back PSA (between intermediary agency and beneficiaries).

9. The Petitioner by stating the problems being faced by it on account of the Order dated 9.5.2020, has submitted that it is having difficulties in implementing the said Order in the case of RE developers.

10. However, we observe that similar submissions were made by the Petitioner in IA 91/2019 and IA 92/2019 and it was only after considering the submissions of the Petitioner that the Order dated 9.5.2020 was issued. The Petitioner has neither filed



a review petition nor an appeal against the said Order dated 09.05.2020 and is only re-agitating the same issues which have already been decided by the Commission.

11. It is also noticed that through this petition, the Petitioner seeks an amendment to the provisions of the 2009 Connectivity Regulations and the Detailed Procedure. We would like to point out that filing of petition is not an appropriate method to seek such amendments.

12. In view of the foregoing discussions, the Petition is not admitted.

13. During the course of hearing on 8.4.2021, the Petitioner was directed to comply with direction of the Commission vide order dated 9.5.2020 in IA No. 91/2019 in Petition No. 108/MP/2019 and IA No. 92/2019 in Petition No. 109/M/2019 failing which the Petitioner will be liable for appropriate action in accordance with the provisions of the Electricity Act, 2003. The Petitioner vide its letter dated 9.4.2021 has informed the Commission that in compliance of the Commission's order dated 9.5.2020, it has returned the Application Bank Guarantee of the grantees, namely, ACME Solar Holdings Limited, Adani Green Energy (MP) Limited, Mahoba Solar (UP) Power Limited and Azure Power India Pvt. Limited.

14. In the order dated 9.5.2020 in IA No. 91/2019 in Petition No. 108/MP/2019 and IA No. 92/2019 in Petition No. 109/M/2019, we had given the following directions:

*“xxx Consequently, if any application BG or construction phase BG has been furnished by the LTA applicant, BG corresponding to the quantum, for which PPA or PSA with beneficiaries has been signed and submitted to CTU , shall be returned to such LTA applicant. xxx”*



15. Thus, the directions were to return both the Application Bank Guarantee and the Construction Bank Guarantee. However, it is not clear from CTU's letter dated 9.4.2021 whether Construction Bank Guarantee, if any, have been returned and therefore, whether the Petitioner has complied with the order dated 9.5.2020 for all the applicable cases. Hence, we direct the Petitioner to comply with our order dated 9.5.2020 in IA No. 91/2019 in Petition No. 108/MP/2019 and IA No. 92/2019 in Petition No. 109/M/2019 in all the applicable cases and report to the Commission within 15(fifteen) days from the date of this order, failing which the Petitioner will be liable for appropriate action in accordance with the provisions of the Electricity Act, 2003.

16. This order disposes Petition No. 593/MP/2020.

**Sd/  
(P.K. Singh)  
Member**

**Sd/  
(Arun Goyal)  
Member**

**Sd/  
(I. S. Jha)  
Member**

**Sd/  
(P. K. Pujari)  
Chairperson**

