

**CENTRAL ELECTRICITY REGULATORY COMMISSION  
NEW DELHI**

**Petition No. 117/MP/2019**

**Coram:**

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

**Shri Arun Goyal, Member**

**Shri P.K.Singh, Member**

**Date of Order: 22<sup>nd</sup> March, 2022**

**In the matter of**

Petition under Section 79 of the Electricity Act, 2003 read with Article 16.3.1 of the Power Purchase Agreement dated 27.04.2018 under the National Solar Mission Phase-II, Batch-IV, Tranche-XII seeking extension of the Scheduled Commissioning Date and stay of any coercive measures including stay of encashment of Performance Bank Guarantees.

**And**

**In the matter of**

Azure Power India Private Limited  
3<sup>rd</sup> Floor, Asset 301-304 and 307,  
World Mark 3, Aerocity,  
New Delhi- 110037

**.....Petitioner**

Vs.

1. Solar Energy Corporation of India Limited,  
1<sup>st</sup> Floor, A- Wing, D-3, District Centre,  
Saket, New Delhi – 110 017
2. Adani Renewable Energy Park Rajasthan Limited,  
31(a), 6<sup>th</sup> Floor, Mahima Trinity Mall,  
Plot No. 5, Swej Farm, New Sanganer Road, Sodala,  
Jaipur- 302019
3. Rajasthan Renewable Energy Corporation Limited,  
E-166, Yudhisthir Marg, C-Scheme,  
Jaipur, Rajasthan 302001
4. Uttar Pradesh Power Corporation Limited,  
Shakti Bhavan, 14, Ashok Marg,  
Lucknow, U.P.

**... Respondents**

**Parties Present:**

Shri Vishal Binod, Advocate for the Petitioner  
Shri Arijit Maitra, Advocate, AREP  
Miss Tanya Sareen, Advocate, SECI  
Shri Ravi Nair, Advocate,

**ORDER**

The Petitioner, Azure Power India Private Limited, has filed this Petition with the following prayers:

*“(a) Admit the instant Petition and extend the Scheduled Commissioning Date of the 50 MW project being developed by the Petitioner in Plot No.6 by at least five months from the date on which vacant, peaceful and unencumbered possession of 100% of the requisite land is handed over to the Petitioner;*

*(b) Declare that the Petitioner is not liable to pay any monies towards damages, liquidated damages, or by way of reduction of tariff, under the Power Purchase Agreement or otherwise, nor bear any other liability on account of the non-commencement of supply of power from 27 April 2018;*

*(c) Restrain the Respondents from taking any coercive measures against the Petitioner under the PPA or otherwise;*

*(d) Restrain Respondent No.1 from encashing the Performance Bank Guarantees bearing nos. OGT0005180020164 and OGT0005180020167 for Rs. 2 Crores and Rs. 8 Crores respectively amounting to Rs.10 Crores;*

*(e) Grant ad-interim ex-parte orders in terms of the above prayers.”*

2. Case was called out for virtual hearing on 21.3.2022 through video conferencing. During the course of hearing, learned counsel for the Petitioner submitted that subsequent to grant of extension of time line by Solar Energy Corporation of India Limited (SECI), the Project of the Petitioner has achieved COD. Accordingly, learned counsel for the Petitioner sought permission to withdraw the Petition.

3. Learned counsels appearing on behalf of SECI and Adani Renewable Energy Park Rajasthan Limited had no objection in this regard.

4. The prayer of the learned counsel for the Petitioner is allowed. Accordingly, Petition No. 117/MP/2019 is disposed of as withdrawn.

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

**sd/-  
(Arun Goyal)  
Member**

**sd/-  
(I.S.Jha)  
Member**