

**CENTRAL ELECTRICITY REGULATORY COMMISSION
NEW DELHI**

Petition No. 47/MP/2021

Coram:

Shri Jishnu Barua, Chairperson

Shri Arun Goyal, Member

Shri P. K. Singh, Member

Date of Order: 3rd May 2024

In the matter of:

Petition under Section 79(1)(c) and (d) read with Section-61, 62 and other applicable provisions of the Electricity Act, 2003 and Regulations 20 and 21 of the Central Electricity Regulatory Commission (Sharing of Inter-State Transmission Charges and Losses) Regulations, 2010 for the modified application of the provisions of Regulation 7 of the 2010 Sharing Regulations dealing with the point of connection transmission charges and losses to the solar power projects set up in the designated solar parks under the Guidelines issued by the Central Government for development of the Solar Parks.

And in the matter of:

Rewa Ultra Mega Solar Limited (RUMSL),
Urja Bhawan, Link Road No. 2,
Shivaji Nagar, Bhopal- 462016

.....Petitioner

Versus

1. Central Transmission Utility of India Limited,
"Saudamini" Plot No.2, Sector-29,
Gurugram, Haryana-122001.
2. Madhya Pradesh Power Management Company Limited,
Shakti Bhawan, Rampur, Jabalpur-482008.
3. Maharashtra State Electricity Distribution Company Limited,
Prakashgad, 4th Floor, Andheri (East), Mumbai-400052.
4. Gujarat Urja Vikas Nigam Limited,
Sardar Patel Vidyut Bhawan, Race Course Road,
Vadodara-390007.



5. Electricity Department,
Government of Goa, Vidyut Bhawan, Near Mandvi Hotel,
Panaji, Goa-403001.
6. Electricity Department,
Administration of Daman and Diu,
Daman-396210.
7. Electricity Department,
Administration of Dadar Nagar Haveli,
Silvassa-396230.
8. Chhatisgarh State Electricity Board,
P.O. Sunder Nagar, Dangania,
Raipur, Chhattisgarh-492013.
9. Madhya Pradesh Audyogik Kendra,
Vikas Nigam (Indore) Limited,
3/54 Press Complex, Agra Bombay Road,
Indore-452008.
10. Solar Energy Corporation of India Limited,
1st Floor, D-3, A Wing,
Prius Platinum Building District Centre,
Saket, New Delhi-110017.
11. Ministry of Power,
Shram Shakti Bhawan,
Rafi Marg, New Delhi-110001.

.....Respondent(s)

Parties Present:

Shri G. Umapathy, Sr. Advocate, RUMSL
Shri Aditya Singh, Advocate, RUMSL
Ms. Suparna Srivastava, Advocate, CTUIL
Ms. Divya Sharma, Advocate, CTUIL
Shri Rishabh Dubey, Advocate, CTUIL
Shri Swapnil Verma, CUTIL
Shri Siddharth Sharma, CTUIL

ORDER

The present petition has been filed by the Rewa Ultra Mega Solar Limited (RUMSL), a Solar Power Park Developer (SPPD) under Section 79(1)(c) and (d) read with Sections 61, 62 of the Electricity Act, 2003 and Regulation 20 and 21 of the Central Electricity Regulatory Commission (Sharing of Inter-State Transmission



Charges and Losses) Regulations, 2010 (hereinafter referred to as “2010 Sharing Regulations”) seeking modification in provisions of Regulation 7 and 8 of 2010 Sharing Regulations dealing with transmission charges for inter-State Transmission Network (ISTS).

1. The Petitioner has made the following prayers:

- (a) *Relax / modify the provisions of Regulations 7 & 8 of CERC’s Sharing Regulations, 2010 Regulations with respect to projects developed in solar parks, where commissioning of the projects takes place in phased manner, while the entire transmission system is operationalized at one go;*
- (b) *Direct waiver of transmission charges for entire transmission capacity of LTA from the date of part commissioning of solar power projects set up in the solar parks;*
- (c) *Remove difficulties in the implementation of the Regulations relating to the payment of transmission charges and transmission losses concerning the solar power development in the manner mentioned in the Petition and the extent of its application to the solar parks and solar power projects set up in the solar parks; and*
- (d) *Pass such further order or orders as this Commission may deem just and proper in the circumstances of the case.*

Submissions of the Petitioner:

2. The Petitioner has mainly submitted as follows:

- (a) The Petitioner Rewa Ultra Mega Solar Limited (RUMSL) is a Solar Power Park Developer (SPPD), the agency for the development of large-scale solar parks in Madhya Pradesh under the MNRE Solar Park Scheme. The Petitioner is a Joint Venture between SECI and MPUVN. It has developed a 750 MW Solar Park in the Rewa district of Madhya Pradesh, comprising three units of 250 MW capacity each. These were developed by three Solar Developers, M/s Mahindra Renewables, M/s ACME Solar, and M/s Arinsun Clean Energy Limited. As the Solar Park is connected to the inter-state transmission system (ISTS), the Petitioner obtained Long Term Access (LTA) from Respondent No.1 transmission system.
- (b) The Commission, vide Order dated 24.11.2015 in Petition No.228/MP/2015, granted regulatory approval for the execution of the transmission project.



- (c) CTUIL bifurcated the transmission assets into Asset-1 and Asset-2 and filed Petition No. 7/TT/2018 for the determination of transmission tariff for **Asset-1**: LILO of Vindhyaachal-Jabalpur 400 kV 2nd Double Circuit (“D/C”) line (Circuit 3 & 4) along with 2 numbers ICTs, bus reactor associated bays and 1 number 220 kV line bays at 400/220 kV Rewa Pooling station. The commission determined the transmission charges for Asset-1 in Petition No. 7/TT/2018.
- (d) The Ministry of Power (MoP), vide order dated 13.2.2018, directed that no ISTS charges and losses will be levied on the transmission of electricity through the ISTS for the sale of power by solar projects commissioned till 31.3.2022 and waived the full transmission charges for solar projects for a period of 25 years. The CERC incorporated these provisions in the 2010 Sharing Regulations.
- (e) SPPDs provide services for development of the solar park as an agency to facilitate the establishment of the solar power projects. The SPPDs are not in a position to absorb the cost implication as they have a minimal source of earnings in the form of park charges for facilitating the infrastructure development of solar parks. Further, the delay that may occur in the ‘development’ of the solar power projects in the solar park, more particularly when such delays are attributable to the different agencies, and SPDs who would, in turn, establish the project. Further, there may be situations where a solar park is not in a position to identify and award the project in its entirety, i.e., in one go. The solar power park developers may be affected by a number of other factors delaying the selection of the SPD to establish solar power projects.
- (f) Solar parks are commissioned in phases, unlike conventional generating Stations. On the other hand, the transmission system is commissioned entirely in one go, which often results in a mismatch in the full commissioning of the solar park vis-a-vis commissioning/operationalizing of the transmission system. The charges resulting from a mismatch in commissioning timelines of the solar park vis-a-vis transmission system are applicable to the SPPD, which is responsible, inter alia, for facilitating evacuation from the solar park.



In the case of Rewa, such transmission charges due to a mismatch in the commissioning timelines were not envisaged and, hence, were not built into the park charges.

- (g) In the agreement entered into by the SPPDs for the development of the solar park (whether the solar power park developer is a Government Joint Venture Company or a Private Joint Venture Company), there is a restricted compensatory mechanism provided for the delay attributable to the Solar Power Park Developers. For example, in terms of National Solar Mission Guidelines Phase-II, Batch-IV issued on 14.03.2016, the same is Rs. 100 per MW per day. Thus, there is a limitation of liability on the Solar Power Park Developers considering the intermediary role of the Solar Power Park Developers. The above liability is also not there if the delay is on account of Force majeure reasons beyond the control of the Solar Power Park Developers. It would, therefore, be, desirable that if the transmission charges on the petitioner are not waived off, it may be restricted to Rs.100 per MW per day as mentioned in the NSM Guidelines.
- (h) If the socializing of the transmission charges and losses made applicable by the 2010 Sharing Regulations from the commercial operation date of the solar power project is not considered for the period of part commissioning also, there will be serious financial consequences to the intermediary agencies such as the Petitioner who are undertaking the developmental work for the promotion of the Solar Parks. This will make the entire concept of the development of the solar park unviable for the intermediary agencies. The very purpose of promoting solar power development through solar parks will be seriously affected.
- (i) In the present case, transmission infrastructure was completed in one go. However, the development of the solar park is carried out in phases, which may spread over 6 months from the first part COD to the full project/park COD. Accordingly, allocation and utilization of available transmission capacity should be planned in a staggered manner by transmission network planners to optimize revenue from such spare capacity.



- (j) There may also be cases where the solar park established for 1000 MW is utilized for a long term for 250 MW on account of reasons beyond the control of SECI/Solar Power Park Developer/State Government concerned, and in such an event, in the absence of there being any default or failure on the part of the above agencies, the ISTS Network cost be socialized and can be considered for utilization by the CTU for other purposes, Long Term, Medium Term or Short Term.
- (k) The main objective behind socializing the transmission charges in the case of solar power generation from the date of COD, as provided in the existing Regulations, equally applies to the period till the COD. In other words, the objective of socializing the transmission charges considered in the 2010 Sharing Regulations should apply with the above modification.
- (l) Petitioner's only source of revenue is the comprehensive charges, which are collected from the Solar Project Developers, out of which the liabilities such as payment of World Bank loan charges, Land charges to GoMP, Administrative charges to State Nodal Agency for facilitating the execution of Solar Parks are made. The petitioner's semi-annual comprehensive charges are quite low, which were fixed before the bid was concluded in order to achieve a lower tariff. Further, while fixing the park charges, it did not envisage or take into account any penalty due to transmission charges.
- (m) If these transmission charges are imposed on the Petitioner, it would cause great financial distress and hardship as it does not have any additional source of revenue to cover these charges as all the charges that are recovered by the Petitioner from SPDs are fixed and any additional liability cannot be passed on to any other entity. The financial distress that would be caused by the payment of transmission charges would also have a cascading effect on the development of upcoming 1500 MW Solar Projects in the State of Madhya Pradesh, which are in the advanced stage of development.
- (n) The Commission may also consider that the waiver of transmission charges should apply to not just for the period up to 25 years from the project/park



COD but should also include the period of part commissioning and may be waived off against LTA operationalized capacity.

- (o) In the event that waiver of transmission charges is provided from part commissioning to 25 years against the operationalized LTA, the Commission may consider that the project life may be aligned with LTA and the waiver of transmission charges be provided for the entire duration from first part commissioning up to 25 years from the Unit COD/SCOD of the park, as mentioned in the PPA.
- (p) The Commission may provide for the consideration of the transmission charges liability prior to the commercial operation of the SPDs in the Solar Parks by operationalization of LTA in a phased manner in terms of the transmission capacity, namely the threshold as 25% as against 100% of the LTA capacity. This is particularly so for a solar park having a capacity of more than 500 MW, where it takes around 12 to 16 months in the finalizations of the bids and another 15 months' time period is being provided for the commissioning of the Projects. In view of this, SPDs may be permitted a total time of around 4 years for the utilization of 75% of the entire evacuation capacity established for the Solar Park. If the solar Park achieves the above extent of utilization in aggregate 75% of the evacuation capacity of the Interstate transmission system developed for connectivity to the Solar Park in the above period of 4 years, the same may be taken up as fulfilling the due obligation of Solar Park Developer and the capital cost of balance 25% be also recovered under the Sharing Regulations socializing the same as in the case of 75%. During the intervening period, IDC and IEDC may be allowed to the transmission Licensees, and the same may be considered for the socialization as submitted hereinabove.
- (q) Without prejudice, it is submitted that as per Cause 20 of the 2010 Sharing Regulations, the Commission has the power to relax the provision of Regulations 7 & 8 of the 2010 Sharing Regulations to provide for the above modification limited to the solar projects set up in the solar park and in regard to the obligation of the Solar power park Developer. Further, in terms of



Regulation 21 of the 2010 Sharing Regulations, the Commission has the power to remove difficulties which emerge during the implementation of Regulation 7 and Regulation 8 dealing with the transmission charges and adjustment of Losses.

- (r) It is further relevant to place on record the communication dated 15.01.2021 from the Government of India, Ministry of Power, regarding direction to CERC under Section 107 of the Electricity Act of 2003 regarding the sharing of transmission charges.
- (s) The present issue is a fit case to modify the application of Regulations 7 and 8 of the Sharing Regulations in the manner mentioned above for the designated solar parks and the solar power projects in the solar parks as the same would be in the public interest and consistent with the scheme and objective of the Act of 2003 and declared policies of the Central Government.

Hearing dated 27.08.021

3. The Petition was admitted, and notices were issued to Respondents.

Hearing dated 10.05.2023

4. Commission, vide RoP dated 10.05.2023, directed the Petitioner to furnish the following information:

- a) SCOD and actual COD of the units vis-à-vis SCOD and actual COD of transmission system thereof, along with details of mismatch with reference to the transmission system.
- b) Transmission charges billed to SPPD on account of delay/mismatch of COD of unit and transmission system, if any. Status of payment made by SPPD, as per billed amount.
- c) Copy of the grant of Connectivity and the LTA.
- d) Current status of the SPPD and Solar Project Developers (SPDs), LTA, and connectivity.



Submissions of Petitioner

5. Petitioner vide affidavit dated 26.05.2023 has mainly submitted as follows:

Unit no. & SPD	SCOD of the Units	Actual COD of Units	Part Commissioning Details	COD of the Transmission Systems	Transmission Charges billed to RUMSL.	Status of Payment	Current Status of SPPD, LTA and Connectivity
Unit 1 – M/s Mahindra	19.12.2018	03.01.2020	06.07.2018 (5.1 MW)	490 MW – 06.07.2018	INR 14.42 cr	The entire amount has been paid to CTU	Connectivity granted, LTA operational, and 750 MW project commissioned since 03.01.2020
Unit 2 – M/s Acme	01.12.2018	28.04.2019	21.08.2018 (100 MW)	260 MW – 13.04.2019			
Unit 3 – M/s Arinsun	13.04.2019	17.05.2019	03.08.2018 (10 MW)				

Submissions by CTUIL

6. CTUIL vide affidavit dated 13.07.2023 has mainly submitted as follows:

- (a) The present Petition is not maintainable and is liable to be dismissed at its threshold. Petitioner has failed to demonstrate, with supporting facts and documents, the difficulty which it has, in fact, been facing in implementing the Solar Park in Madhya Pradesh and the transmission charges liability imposed upon it, for which the operation of the regulatory provisions is required to be relaxed/modified. In other words, no injury or cause of action has been pleaded, and no material in support thereof has been placed on record by the Petitioner, and yet, comprehensive directions seeking amendments in the existing regulatory framework have been sought in the absence thereof. CTUIL relied on the Hon'ble Supreme Court judgement in *ABC Laminart (P) Ltd. v. A.P. Agencies [(1989) 2 SCC 163]* upon the meaning of "cause of action,"

"12. A cause of action means every fact, which if traversed, it would be necessary for the plaintiff to prove in order to support his right to a judgment of the court. In other words, it is a bundle of facts which taken with the law applicable to them gives the plaintiff a right to relief against the defendant. It must include some act done by the defendant since in the absence of such an act no cause of action can possibly accrue. It is not limited to the actual infringement of the right sued on but includes all the material facts on which it is founded. It does not comprise evidence



necessary to prove such facts, but every fact necessary for the plaintiff to prove to enable him to obtain a decree. Everything which if not proved would give the defendant a right to immediate judgment must be part of the cause of action. But it has no relation whatever to the defence which may be set up by the defendant nor does it depend upon the character of the relief prayed for by the plaintiff.”

- (b) Since the Petitioner has failed to demonstrate any cause of action that may have accrued in its favour, the present Petition together with the reliefs claimed therein, is unsustainable and is liable to be dismissed as such by this Commission.
- (c) Petitioner has sought for the exercise of power to relax/remove difficulties by this Commission in a manner that the existing Regulations governing the payment of transmission charges for renewable energy (RE) generation from within a Solar Park is modified/amended. In this regard, it is submitted, and it is a settled position in law that the power to relax/remove difficulties cannot be exercised to alter/amend the statutes. The answering Respondent places reliance on the judgment of the Supreme Court in *M.U. Sinai Vs Union of India* [(1975) 2 SCR 640].
- (d) In Judgment dated 25.3.2011 passed in Appeal No.130/2009: Ratnagiri Gas and Power Pvt. Ltd. Vs. Central Electricity Regulatory Commission & Anr., the power to remove difficulty has been examined by the Tribunal as under:

“10.3. In our opinion, power to remove difficulties is to be exercised when there is difficulty in effecting the Regulations and not when difficulty is caused due to application of the Regulations. Thus, the exercising of power to remove difficulties does not arise in the present case.

...

10.7. The above Regulations and the decision give the judicial discretion to the Central Commission to relax norms based on the circumstances of the case. However, such a case has to be one of those exceptions to the general rule. There has to be sufficient reason to justify relaxation. It has to be exercised only in exceptional case and where non-exercise of the discretion would cause hardship and injustice to a party or would lead to unjust result. In the case of relaxation of the Regulations the reasons have to be recorded in writing. Further, it has to be established by the party that the circumstances are not created due to act of omission or commission attributable to the party claiming the relaxation.”

Applying the above settled legal position to the present case, it is submitted that the present Petition seeking modification/amendments in the applicable Regulations under an exercise of power to relax/remove difficulties is not maintainable and is liable to be dismissed as such by this Commission.



- (e) The issues raised herein by the Petitioner are no longer res-integra and stand answered by this Commission in the following Orders passed by this Commission in petition No.331/MP/2020: Andhra Pradesh Solar Power Corporation Pvt. Ltd. & Ors. Vs. Power Grid Corporation of India Ltd. & Ors and order dated 29.8.2022 passed in petition No.583/MP/2020: Saurya Urja Company of Rajasthan Ltd. Vs. Power Grid Corporation of India Ltd. & Ors.
- (f) The Solar Park comprises three units of 250 MW capacity, each being developed by three Solar Power Developers (SPDs), M/s Mahindra Renewables, M/s Acme Solar, and M/s Arinsun Clean Energy Ltd. Under Regulation 2(1)(b)(i)(f) 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, the “2009 Connectivity Regulations”], any company authorized by the Central Government as an SPPD can be an applicant in respect of long-term access into the inter-State transmission system (ISTS).
- (g) Needless to say, when such an SPPD seeks and is granted LTA for evacuation of power from the generation projects situated within the Park developed by it, all liabilities and obligations pertaining to such grant, including the liability to pay transmission charges as prescribed in the applicable Regulations, are also to be necessarily discharged by the SPPD/LTA grantee irrespective of any back-to-back contractual arrangements the SPPD may (or may not) have with the generators setting up their solar power plants within the Solar Park. The SPPD cannot, therefore, subsequently be heard to contend (as is being sought to be done in the present case) that though it is the LTA grantee, it may not be made liable to discharge the transmission charges liability imposed for any mismatch in the commissioning of the generating stations and the commissioning of the transmission system associated with the LTA. Such a contention, which is the fundamental premise of the Petitioner’s case, is contrary to the statutory and regulatory scheme of the grant of open access into the ISTS upon payment of transmission charges (by the grantee) and, as such, is liable to be rejected by this Commission.



- (h) That in furtherance of the MNRE authorization dated 13.7.2015, the Petitioner, vide its letter dated 7.9.2015, represented unequivocally to the unified PGCIL as under:

“Rewa Ultra Mega Solar Limited (RUMS Limited) is the Solar Park developer of 750 MW Ultra Mega Solar Project (UMSPP) in Rewa District, Madhya Pradesh. RUMS undertakes to bear all liabilities related to long term open access and connectivity, in accordance with CERC regulations / orders on behalf of the Solar Power Generators of projects to be set up in this UMSPP.”

Thereafter, vide applications received on 31.8.2015, applied to the then unified Power Grid Corporation of India Ltd. or PGCIL for grant of connectivity and LTA for evacuation of 750 MW of power from Rewa Ultra Mega Solar Power Project to the Western Region (550 MW) and the Northern Region (200 MW).

- (i) The LTA was granted from “30.6.2017 or from the availability of the associated transmission system, whichever is later,” subject to the signing of the requisite LTA Agreement and Transmission Service Agreement (TSA) for sharing of transmission charges and fulfillment of other prescribed conditions. The bank guarantee to be furnished under the connectivity grant was also to serve as a security mechanism under the LTA grant.
- (j) That pursuant to the grant of connectivity as aforesaid, the Petitioner entered into a Transmission Agreement dated 9.12.2016 and the agreement recorded the regulatory status of the Petitioner as an applicant under the Connectivity Regulations for grant of connectivity and LTA into the ISTS.
- (k) The Petitioner’s liability to pay transmission charges for using the ISTS network was also recorded in the Transmission Agreement. As per the Agreement the Petitioner’s liability to pay transmission charges in the event that the assets covered under the transmission system were declared commercially operational and the Petitioner had failed to utilize the connectivity. Having contractually agreed to pay the transmission charges as aforesaid, the Petitioner cannot now be permitted to cite alleged difficulties and contend that it be exempted from paying such charges.



- (l) That pursuant to the LTA grant, the Petitioner entered into an LTA Agreement with the unified PGCIL on 9.12.2016. The LTA Agreement recorded that if, due to any amendment in the 2010 Sharing Regulations, the Petitioner was required to pay the transmission charges and losses for the ISTS network, then the Petitioner would pay the said charges as per the specified norms. In addition to the aforesaid LTA Agreement, the Petitioner also signed a Transmission Service Agreement (TSA) dated 9.12.2016.
- (m) That the Petitioner's Solar Park was commissioned in phases as recorded in the Minutes of LTA and MTOA Operationalization Committee Meeting held on 20.12.2019. The said Minutes recorded the status of LTA operationalization for the Petitioner's Solar Park as under:

Sl. No.	Date of operationalization/ effectiveness of LTA	Status as on date of effectiveness of LTA			Remarks
		Generation capacity declared under commercial operation between 30.09.2016 till 31.03.2022	Generation capacity awarded through competitive bidding	PPAs executed for compliance of RPO	
	490MW: 07.07.18 260MW: 13.04.19	735MW Generation capacity has commissioned by 10.07.2019, as per details below	Entire 750MW has been divided into 3 units of 250MW each and the same are being developed by Mahindra, Acme and Arinsun which were selected through competitive bidding as per MNRE guidelines (Informed vide letter dated	PPA for 651MW signed with MPPMCL for meeting its RPO obligation and PPA for 99 MW signed with DMRC for meeting its RPO obligation.	Generation getting commissioned in several stages and is eligible for waiver of transmission charges for the capacity commissioned. E-mail for applying for waiver of 1STS charges as per guidelines on CTU advisory sent on 09.08.19. RUMS Ltd. vide e-mails



		50	09/01/19 Acme 150MW COD	21/01/19	20.08.18)		dated 16.08.19 & 30.08.19 has submitted the requisite documents towards waiver of ISTS charges and losses for 651MW MPPMCL quantum.
		50	14/02/19	13/02/19			
		60	21/03/19	20/03/19			
		1000	05/04/19	04/04/19			
		40	09/05/19	08/05/19			
		10	17/05/19 Arinsun 250MW COD	16/05/19			Further, RUMS Ltd. vide e-mail dated 23.10.19 (Copy to Commercial) has submitted the requisite documents towards waiver of ISTS charges and losses for 99MW DMRC quantum along with commissioning certificates of 84MW. RUMS vide letter dated 02.01.20 has submitted commissioning certificate of balance 15MW (thus achieving Unit COD of 250MW MRPL unit).
		94.2	10/07/19	09/07/19			
		15	03/01/20 MRPL 250MW COD	02/01/20			
		750					

- (n) That the details of invoices raised towards the transmission charges for LILO of Vindhyaachal-Jabalpur 400 kV 2nd D/C line (Ckt3&4) along with associated bays and equipment at 400/220kV Rewa Pooling Station as per the approved transmission tariff vide order dated 05.11.2018 in petition no. 7/TT/2018 from the date of LTA operationalization to the COD of their generation are mentioned below:



Bill No	Bill date	Amount
91200155	10-01-2020	11,29,97,000
91200195	16-09-2020	3,12,20,306
Total:		14,42,17,306

As on date, the petitioner cleared the outstanding dues of Rs 14,42,17,306/- and no dues are pending against the bills raised by CTU.

- (o) The Commission in the Statement of Reasons dated 15.5.2015 issued for the 1st Amendment of Central Electricity Regulatory Commission (Grant of Regulatory Approval for Execution of Inter-State Transmission Scheme to Central Transmission Utility) Regulations clarified that where there is a delay in commissioning of solar power generators being set up in a Solar Park, the transmission charges for such delay are payable by the solar generators/SPPDs. These clarifications have been reiterated by this Commission in its Orders.
- (p) The reliefs sought by the Petitioner-SPPD vide the present Petition are not tenable in view of the above regulatory/contractual prescriptions and the Orders passed by this Commission.
- (q) The transmission assets have been implemented at the behest of the Petitioner for evacuation of power from the Solar Park. Once the assets have been commissioned, transmission charges for the same are recoverable in the manner set out in the Regulations and the Agreements, and denying the same is to result in a severe financial burden on the participants in the shared pool of transmission charges; any socialization of the same without the corresponding power flow is legally impermissible.
- (r) Petitioner has sought to invoke the provisions of the Sharing Regulations, 2010, pertaining to the 'power to relax' and 'power to remove difficulties'. The power to relax is not available for invocation or exercise so as to permit the Petitioner as an SPPD to avoid discharging its liability to pay the transmission charges. In the garb of relaxing/removing difficulty, the Petitioner is trying to seek a comprehensive amendment in the Connectivity Regulations which cannot be permitted.



Hearing dated 19.02.2024

7. The Commission, vide RoP in the hearing dated 19.02.2024, directed the Petitioner and CTUIL to file their written Submissions. Subject to the above, the Commission reserved the order in the matter.

Written submissions by the CTUIL

8. CTUIL, vide Written Submissions dated 24.02.2024, has submitted as follows:

- (a) The Petitioner contractually agreed with the unified PGCIL to pay applicable transmission charges, which was also in consonance with the provisions under the Connectivity Regulations under which the liability to pay transmission charges devolved upon the SPPD as the LTA grantee irrespective of any back-to-back contractual arrangements with the generators setting up their solar power plants within the Solar Park.
- (b) The LTA granted to the Petitioner was operationalized w.e.f. 7.7.2018 for 490 MW and 13.4.2019 for 260 MW as per the terms and conditions referred to in the LTA intimation in line with the Connectivity Regulations and the LTA Agreement.
- (c) The Petitioner's Solar Park was commissioned in phases, the last part capacity becoming commercially operational on 3.1.2020. As per the applicable 2010 Sharing Regulations, transmission charges invoices were raised upon the Petitioner for the un-commissioned capacity as per the transmission tariff approved by this Commission vide Order dated 5.11.2018 passed in Petition No.7/TT/2018, from the date of LTA operationalization till the commissioning of the generation capacity. The Petitioner discharged the said invoices, and as such, no dues remained pending against the same.
- (d) Having discharged the transmission charges liability as aforesaid without any protest, the Petitioner is seeking regulatory intervention from this Commission so that no liability towards payment of transmission charges for the open access availed of is fastened upon it. In doing so, the Petitioner has



failed to demonstrate, with supporting facts and documents, the difficulty which it has, in fact, faced in implementing the Solar Park project and the transmission charges liability imposed upon it, for which the operation of the regulatory provisions are required to be relaxed/modified. Yet, without any pleadings or supporting materials to show its injury or cause of action, comprehensive directions seeking amendments in the existing regulatory framework have been sought.

- (e) Power to relax is not available for its invocation or exercise so as to permit the Petitioner as an SPPD to avoid discharging its liability to pay the transmission charges. In the garb of relaxing/removing difficulty, the Petitioner is trying to seek a comprehensive amendment in the Connectivity Regulations which cannot be permitted.
- (f) For the reasons set out in detail hereinabove and more particularly in its Reply, there is no merit in the Petitioner's pleas. The Petitioner has already admitted and discharged its liability to pay transmission charges raised by Respondent No.1. That being so, the present Petition is liable to be dismissed by this Commission.

Rejoinder by Petitioner:

9. Petitioner, vide rejoinder dated 10.10.2023, has reiterated its earlier submissions and has additionally submitted as under:

- (a) The SPPD is a legal entity that shall act as a facilitating agency for the Generating Companies that will set up solar power plants in the park. In view of the above, Petitioner Solar Park has only facilitated the infrastructure required on behalf of the Solar Power Generators to inject power into the ISTS. As a facilitating agent, the Petitioner can never in law be made liable for any liability, much less liability to pay transmission charges.
- (b) The power to relax is a discretionary power and has to be exercised judicially and only when the circumstances so call for it. The Petitioner has clearly established the existence of the circumstances which would warrant the



exercise of the power to relax. It is reiterated that merely because the Petitioner is an SPPD and it agreed to pay Transmission Charges, it cannot be grounds for non-application of the power to relax which is warranted in the present case.

Analysis and Decision

10. Petitioner, Rewa Ultra Mega Solar Ltd. (RUMSL) is a Joint Venture Solar Power Park Developer (SPPD) of SECI and MPUVN under MNRE Solar Park Scheme and has developed an ISTS-connected 750 MW Solar Park in Rewa (M.P.) comprising three generating units of 250 MW capacity developed by Solar Power Developers, M/s Mahindra Renewables, M/s ACME Solar and M/s Arinsun Clean Energy Limited respectively.
11. Petitioner has submitted that it was granted connectivity for 750MW at 400/200kV Rewa PS from “31.03.2017 or availability transmission system, whichever is later” vide intimation dated 29.07.2016. LTA of 750MW was granted from “31.06.2017 or availability transmission system, whichever is later”. LTA granted to the Petitioner was operationalized w.e.f. 7.7.2018 for 490 MW and 13.4.2019 for remaining 260 MW. Due to a mismatch in the commissioning of generating stations within the solar park vis-à-vis transmission system, the petitioner, being an LTA grantee, was billed transmission charges amounting to Rs. 14.42 crores by unified PGCIL from the date of LTA operationalization to the COD of their generation. The Petitioner has paid transmission charges, and now, vide instant, the petition is pleading for exemption of SPPD from such transmission charges by modifying the 2010 Sharing Regulations, and if the transmission charges on the petitioner are not waived, it may be restricted to Rs.100 per MW per day as mentioned in the National Solar Mission Guidelines. Solar parks are commissioned in phases, unlike conventional generating Stations. On the other hand, the transmission system is commissioned entirely in one go, which often results in a mismatch in the full commissioning of the solar park vis-a-vis commissioning/operationalising of the transmission system. Accordingly, the liability of transmission charges should be fixed as per the commissioning of solar plants and allocation as well as utilization of available transmission capacity



should be planned in a staggered manner by transmission network planners to optimize revenue from such spare capacity.

12. The Petitioner is praying that the Commission invoke the 'Power to Relax' and 'Power to Remove Difficulties' provisions of the 2010 Sharing Regulations, to alter/ modify its provision to exempt liability of transmission charges from the date of commissioning of part capacity of solar plant.
13. CTUIL has contended that the petitioner is seeking amendments in the existing regulatory framework is not maintainable.
14. We have perused the submissions of Petitioner and Respondents. The main issue for our consideration is **whether the Petitioner can be exempted from the liability of transmission charges due to delayed commissioning of Solar Power projects in Solar Power Park?**

The same is dealt with in subsequent paragraphs.

15. Petitioner has submitted the details of transmission charges levied on it and the payment status of same as follows :

Unit no. & SPD	SCOD of the Units	Actual COD of Units	Part Commissioning Details	COD of the Transmission Systems	Transmission Charges billed to RUMSL.	Status of Payment	Current Status of SPPD, LTA and Connectivity
Unit 1 – M/s Mahindra	19.12.2018	03.01.2020	06.07.2018 (5.1 MW)	490 MW – 06.07.2018	INR 14.42 cr	The entire amount has been paid to CTU	Connectivity granted, LTA operational, and 750 MW project commissioned since 03.01.2020
Unit 2 – M/s Acme	01.12.2018	28.04.2019	21.08.2018 (100 MW)	260 MW – 13.04.2019			
Unit 3 – M/s Arinsun	13.04.2019	17.05.2019	03.08.2018 (10 MW)				

16. Petitioner has sought relaxation of the provisions of the 2010 Sharing Regulations quoted as follows:

7.Process to determine Point of Connection Transmission Charges and Losses allocations.

.....”



- (u) *No transmission charges for the use of ISTS network shall be charged to solar based generation. This shall be applicable for the useful life of the projects commissioned in next three years.
[Provided that the above provision shall also be applicable for the useful life of the projects commissioned during the period 1.7.2014 to 30.6.2017.*
- (v) *No transmission losses for the use of ISTS network shall be attributed to solar based generation. This shall be applicable for the useful life of the projects commissioned in next three years.
[Provided that the above provision shall also be applicable for the useful life of the projects commissioned during the period 1.7.2014 to 30.6.2017.*
- (w) *No transmission charges for the use of ISTS network shall be Charged to incremental gas based generation from e-bid RLNG for the years 2015-16 and 2016-17.*
- (x) *No transmission losses for the use of ISTS network shall be attributed to incremental gas based generation from e-bid RLNG for the year 2015-16 and 2016-17*
- (y) *No transmission charges and losses for the use of ISTS network shall be payable for the capacity of the generation projects based on solar resources for a period of 25 years from the date of commercial operation of the such generation projects if they fulfill the following conditions:*
- (i) *Such generation capacity has been awarded through competitive bidding; and*
 - (ii) *Such generation capacity has been declared under commercial operation between 1.7.2017 and 12.2.2018; and*
 - (iii) *Power Purchase Agreement(s) have been executed for sale of power from such generation capacity to the Distribution Companies for compliance of their renewable purchase obligation.*
- (z) *No transmission charges and losses for the use of ISTS network shall be payable for the generation based on wind power resources for a period of 25 years from the date of commercial operation of such generation if they fulfill the following conditions:*
- (i) *Such generation capacity has been awarded through competitive bidding; and*
 - (ii) *Such generation capacity has been declared under commercial operation between 30.9.2016 till 12.2.2018; and*
 - (iii) *Power Purchase Agreement(s) have been executed for sale of such generation capacity to the Distribution Companies for compliance of their renewable purchase obligations.*
- (aa) *No transmission charges and losses for the use of ISTS network shall be payable for the generation based on solar and wind power resources for a period of 25 years from the date of commercial operation of such generation projects if they fulfill the following conditions:*
- (i) *Such generation capacity has been awarded through competitive bidding process in accordance with the guidelines issued by the Central Government;*
 - (ii) *Such generation capacity has been declared under commercial operation between 13.2.2018 till 31.3.2022;*



(iii) *Power Purchase Agreement(s) have been executed for sale of such generation capacity to all entities including Distribution Companies for compliance of their renewable purchase obligations.*

8. Determination of specific transmission charges applicable for a Designated ISTS Customer.

(5) *In the case of the Approved Withdrawal or Approved Injection not materialising either partly or fully for any reason whatsoever, the Designated ISTS Customer shall be obliged to pay the transmission charges allocated.*

(6) *For Long Term customers availing supplies from inter-state generating stations, the charges payable by such generators for such Long Term supply shall be billed directly to the respective Long Term customers based on their share of capacity in such generating stations. Such mechanism shall be effective only after “commercial operation” of the generator. Till then, it shall be the responsibility of generator to pay these charges.*

As per above, the transmission charges and losses are waived for the “use of ISTS network” for the generation based on solar/wind power resources. The waiver is not applicable for a generation that is not commissioned, i.e., where the use of ISTS for the purpose of solar/wind generation has not started. Such un-commissioned/delayed generation capacity is covered by Regulations 8(5) and Regulation 8(6) of the quoted 2010 Sharing Regulations.

17. The liability to pay transmission for the use of the ISTS network has been clearly defined in the Transmission Agreement dated 09.12.2016; the relevant extracts are as under:

“1.0 I) AND WHEREAS as per Regulation 7(u) of CERC (Sharing of Inter State Transmission Charges and Losses) Regulations, 2010 and subsequent Amendments till date, no transmission charges for the use of ISTS network shall be charged to ‘LTC’ which has solar based generation for the useful life of the project if commissioned up to 30.06.2017.

m) AND as per Regulation 7, (v) of the said Regulations, no transmission losses for the use of ISTS network shall be attributed to the 'LTC' for the useful life of the project if commissioned up to 30.06.2017. However, if due to any amendment to the CERC (Sharing of Inter State Transmission Charges and Losses) Regulations, 2010 or any other CERC Regulation, ‘LTC’ shall be required to pay the transmission charges for ISTS network and/or if transmission losses shall be attributable to the ‘LTC’, then ‘LTC’ shall be required to pay the applicable transmission charges etc. and share transmission losses as per prevailing CERC Regulations.

n) AND WHEREAS RUMSL has to share and pay all the applicable transmission charges of the total transmission system as indicated at Attachment-II from the date of grant of connectivity as mentioned at Attachment-II or actual commissioning of the



system, whichever is later, in accordance with the sharing mechanism as decided/notified/ determined/adopted by CERC from time to time.

....2.0....

h) At present, the transmission charges are not payable and transmission losses are not attributable to 'LTC' under Regulations 7 (u) & (v) respectively of CERC (Sharing of Inter State Transmission Charges and Losses) Regulations, 2010. However, If due to any amendment to the CERC (Sharing of Inter State Transmission Charges and Losses) Regulations, 2010 and subsequent Amendment, 'LTC' shall be required to pay the transmission charges for ISTS network and/or if transmission losses shall be attributable to the 'LTC' , then 'LTC' shall be required to pay the applicable transmission charges etc. and share transmission losses as per CERC norms.

3.0 In case, RUMSL delays to utilize the connectivity provided and the assets covered under the transmission system, as indicated in Attachment-II have been declared under commercial operation, either in part or in full; the RUMSL shall bear the charges so as to ensure full recovery of the transmission tariff corresponding to the commissioned portion of the transmission system indicated at Attachment-II."

Accordingly, the petitioner is liable to bear mismatch period transmission charges and has fully discharged its liability by paying transmission charges arising due to a mismatch in the commissioning of the transmission system and solar projects of the solar park; accordingly, no dues as on date.

18. This Commission, vide order 24.11.2015 in Petition No. 228/MP/2015, granted Regulatory Approval for the implementation of the transmission system associated with the 750MW Ultra Mega Solar Power Project, has categorially clarified with regard to the recovery of transmission charges, including such recovery on account of delay in commissioning of solar projects. The relevant extracts of said order are as under:

"18. With regard to recovery of transmission charges on account of delay in commissioning of solar generation, in the Statement of Reasons for the Central Electricity Regulatory Commission (Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-state Transmission and related matters) (Fifth Amendment) Regulations, 2015, and Central Electricity Regulatory Commission (Grant of Regulatory Approval for execution of Inter-State Transmission Scheme to Central Order in Petition No. 228/MP/2015 Page 11 Transmission Utility) (First Amendment) Regulations, 2015, the following has been clarified:

.... 8.2.2 With regard to delay of internal system, it is clarified that SPPD shall be executing internal system on behalf of solar power generators. The treatment of delay or other modalities should be covered in Agreement between solar power generators and SPPD. In regard to NTPC's comments on development of transmission matching with generation, it is clarified that CTU shall carry out coordination with the SPPD/solar power generators in



accordance with Section 38 of the Act.”

Therefore, the transmission charges for delay in commissioning of solar power generators shall be paid by such solar generators/SPPD on the same line as the liability for payment by the thermal and hydro generating stations in accordance with the Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations, 2014.”

In terms of regulatory approval, Petitioner, an SPPD, has been treated similarly to thermal/hydro generating stations and was made liable to pay transmission charges for delay in commissioning.

19. In a similar case, as in the instant petition, the Commission vide Order dated 29.8.2022 in Petition No.583/MP/2020: Saurya Urja Company of Rajasthan Ltd. Vs. Power Grid Corporation of India Ltd. &Ors, has *inter alia* clarified liability for paying transmission charges as under:

“8.2 Commission’s decision:

8.2.1 With regard to the suggestions of PGCIL, it is clarified that SPPD who shall apply for Connectivity/Long term Access shall be liable to deposit Application Bank Guarantee/Construction Bank Guarantee as required under Connectivity Regulation. Further, SPPD shall also be liable for payment of transmission charges for delay in commissioning of generator and relinquishment charges towards transmission access under Connectivity Regulations and Sharing Regulations. Regulation 7(1)(u) of the Sharing Regulations provides that “No transmission charges for the use of ISTS network shall be charged to solar based generation” is applicable only when the power is evacuated through the transmission system to the beneficiaries after the commercial operation of the generating station. Therefore, transmission charges for delay in commissioning of solar power generators shall be payable by such solar generators/SPPD on the same line as the liability for payment by the thermal and hydro generating station in accordance with the Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations, 2014.

.....

17. As per above-mentioned provisions of the 2009 Connectivity Regulations read with Statement of Reasons issued with the 5th Amendment to the 2009 Connectivity Regulations, it is clear that the Petitioners (as SPPDs) are entities eligible for applying to PGCIL for connectivity and LTA. Therefore, the contention of the Petitioner that they have applied for connectivity and LTA on behalf of SPDs, is not correct. The Petitioners have not applied for connectivity and LTA on behalf of solar power developers and rather they had applied for the same in their capacity as SPPD in terms of provisions of the 2009 Connectivity Regulations. Along with grant of connectivity and LTA, the Petitioners have also signed Connection Agreement, LTA Agreement and Transmission Agreement with PGCIL. Thus, they were aware of their responsibilities in terms of those agreements. Having applied for connectivity and LTA and being aware about their responsibilities, the Petitioners cannot now plead that they do not have financial capacity to pay for transmission charges. We also note that there is no provision for differential treatment to a SPPD vis-à-vis other entities



in the 2009 Connectivity Regulations. Having been granted connectivity and LTA as per the provisions of the 2009 Connectivity Regulations, they are responsible for bearing charges towards connectivity and LTA granted to them.

18. The Statement of Reasons also clarifies that an SPPD who shall apply for connectivity or long term access shall be liable for payment of transmission charges for delay in commissioning of generator and relinquishment charges towards transmission access under provisions of the 2009 Connectivity Regulations and the 2010 Sharing Regulations. It was also clarified that transmission charges for delay in commissioning of solar power generators shall be payable by such solar generators/ SPPD. Thus, if SPPDs choose to apply for connectivity or LTA, they have to bear all consequential liabilities. Any sharing of responsibility including payment of transmission charges and losses between the SPPD and the SPDs can be governed by agreements, if any, amongst them, but in no case it can be shared by other entities through the PoC pool.

19. Accordingly, we reject the prayers of Petitioners seeking to exempt them from payment of transmission charges and losses in case of delay in commissioning of solar power projects in the solar parks.

20. The Petitioners have sought to invoke the provisions of the 2010 Sharing Regulations related to 'power to relax' and 'power to remove difficulties'. APSPCL, KSPDCL and GPCL have filed affidavits regarding difficulties being faced by them in their respective solar parks due to delay in commercial operation of generation projects. APSPCL, KSPDCL and GPCL have mainly submitted that they have taken Long Term Access and have entered into respective Transmission Service Agreement and LTA agreement as an agency to facilitate establishment of the solar power projects. Now, some generators in the solar park are delayed due to various reasons but the corresponding transmission system has achieved COD and that LTA either has been operationalized or is being planned to be operationalized by PGCIL before expected date of commercial operation of the generation projects. PGCIL has also asked the SPPDs to open Letter of Credit and to make payment of transmission charges in terms of provisions of the 2010 Sharing Regulations. The Petitioners have prayed to direct PGCIL to exempt the Petitioners from payment of transmission charges and from requirement of opening LC.

21. In our view, the provisions of the 2009 Connectivity Regulations as well as that of the 2010 Sharing Regulations have clear provisions as regards liability of an entity that has been granted LTA. The purported mismatch in operationalization of LTA and commissioning of solar power projects has been on account of delays in bidding process. Similarly, it has been claimed that some SPDs are delayed on account of reasons not attributable to the SPPDs or the SPDs. The Petitioners have requested that they should not be made liable to pay transmission charges and losses on account of such delays and that these should be socialized. The Petitioners have not made out a case as to how the provisions of the 2010 Sharing Regulations have led to delay in bidding process or delay in commissioning of solar power projects. In such a situation, we do not consider it appropriate to use our 'power to relax' or 'power to remove difficulty' in terms of the 2010 Sharing Regulations."

As per the above, the Petitioner's prayers seeking exemption from payment of transmission charges and losses in case of delay in commissioning solar power projects in the solar parks were rejected.



20. CTUIL has referred to the Hon'ble Supreme Court order in *M.U. Sinai Vs Union of India [(1975) 2 SCR 640]* case in which the following has been held:

“.....It will be seen that the power given by it is not uncontrolled or unfettered. It is strictly circumscribed, and its use is conditioned and restricted. The existence or arising of a “difficulty” is the sine qua non for the exercise of the power. If this condition precedent is not satisfied as an objective fact, the power under this Clause cannot be invoked at all. Again, the “difficulty” contemplated by the Clause must be a difficulty arising in giving effect to the provisions of the Act and not a difficulty arising aliunde, or an extraneous difficulty. Further, the Central Government can exercise the power under the Clause only to the extent it is necessary for applying or giving effect to the Act etc. and no further. It may slightly tinker with the Act to round off angularities, and smoothen the joints or remove minor obscurities to make it workable, but it cannot change, disfigure or do violence to the basic structure and primary features of the Act. In no case, can it, under the guise of removing a difficulty, change the scheme and essential provisions of the Act.”

As per the above, the Hon'ble Supreme Court held that the existence or arising of a “difficulty” is the sine qua non for the exercise of the power, and the “difficulty” contemplated by the Clause must be a difficulty arising in giving effect to the provisions of the Act and not a difficulty arising aliunde, or an extraneous difficulty.

21. The Commission, vide Order dated 24.02.2023 in Petition No. 6/TT/2020, in the matter of determination of transmission tariff of transmission assets associated with the Petitioner, directed as follows:

102. Out of the total LTA of 750 MW granted, solar generation of 750 MW achieved COD on different dates. RUMSL has contended that it is eligible for waiver of transmission charges being a solar park. In this regard, the Commission in order dated 23.5.2022 in Petition No. 525/MP/2020 has already observed that waiver of transmission charges shall start only from the COD of the solar park (i. e. when the generator starts generating power) and waiver shall be applicable for the period as specified (such as 25 years). The waiver of transmission charges is applicable only after COD of the generating station and the regulations do not provide for waiver of transmission charges for a generator which has not declared COD. In the instant case, RUMSL has not commissioned its generation when the transmission assets were put into commercial operation. Therefore, RUMSL is not eligible for waiver of transmission charges for the period of delay in commissioning of its generation.

103. Further, as per the regulatory approval granted for the transmission project vide order dated 24.11.2015 in Petition No. 228/MP/2015 and Regulation 8(5) and 8(6) of the 2010 Sharing Regulations, the transmission charges for delay in commissioning of solar power generators shall be payable by such solar generators/SPPD on the same line as the liability for



payment by the thermal and hydro generating station in accordance with the Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations, 2014. Accordingly, RUMSL has to bear the transmission charges for the period of delay in commissioning of the generation by RUMSL. Therefore, RUMSL is liable to pay the transmission charges as follows:

COD of the transmission assets	Solar generation capacity (MW) commissioned	Date of commissioning of solar generation capacity	Liability of transmission charges
Asset-1: 25.7.2018	RUMSL (750 MW)		
	5.1 MW	6.7.2018	Transmission charges proportionate to 5.1 MW shall be included in the common pool and balance 744.9 MW shall be borne by RUMSL.
	10 MW	3.8.2018	From 3.8.2018 to 20.8.2018: Transmission charges proportionate to 15.1 MW shall be included in the common pool and balance 734.9 MW shall be borne by RUMSL.
	100 MW	21.8.2018	From 21.8.2018 to 6.9.2018: Transmission charges proportionate to 115.1 MW shall be included in the common pool and balance 634.9 MW shall be borne by RUMSL.
	35.7 MW	7.9.2018	From 7.9.2018 to 25.10.2018: Transmission charges proportionate to 150.8 MW shall be included in the common pool and balance 599.2 MW shall be borne by RUMSL.
	50 MW	26.10.2018	From 26.10.2018 to 1.11.2018: Transmission charges proportionate to 200.8 MW shall be included in the common pool and balance 549.2 MW shall be borne by RUMSL.
	30 MW	2.11.2018	From 2.11.2018 to 1.12.2018: Transmission charges proportionate to 230.8 MW shall be included in the common pool and balance 519.2 MW shall be borne by RUMSL.



	50 MW	2.12.2018	From 2.12.2018 to 3.1.2019: Transmission charges proportionate to 280.8 MW shall be included in the common pool and balance 469.2 MW shall be borne by RUMSL
	50 MW	4.1.2019	From 4.1.2019 to 8.1.2019: Transmission charges proportionate to 330.80 MW shall be included in the common pool and balance 419.2 MW shall be borne by RUMSL
	50 MW	9.1.2019	From 9.1.2019 to 13.2.2019: Transmission charges proportionate to 380.8 MW shall be included in the common pool and balance 369.2 MW shall be borne by RUMSL
	50 MW	14.2.2019	From 14.2.2019 to 20.3.2019: Transmission charges proportionate to 430.8 MW shall be included in the common pool and balance 319.2 MW shall be borne by RUMSL
	60 MW	21.3.2019	From 21.3.2019 to 4.4.2019: Transmission charges proportionate to 490.8 MW shall be included in the common pool and balance 259.2 MW shall be borne by RUMSL
	100 MW	5.4.2019	From 5.4.2019 to 8.5.2019: Transmission charges proportionate to 590.8 MW shall be included in the common pool and balance 159.2 MW shall be borne by RUMSL
	40 MW	9.5.2019	From 9.5.2019 to 16.5.2019: Transmission charges proportionate to 630.8 MW shall be included in the common pool and balance 119.2 MW shall be borne by RUMSL
	10 MW	17.5.2019	From 17.5.2019 to 9.7.2019: Transmission charges proportionate to 640.8 MW shall be included in the common pool and balance 109.2 MW shall be borne by RUMSL
	94.2 MW	10.7.2019	From 10.7.2019 to 2.1.2020:



			Transmission charges proportionate to 735 MW shall be included in the common pool and balance 15 MW shall be borne by RUMSL
	15 MW	3.1.2020	From 3.1.2020, Transmission charges of Asset-1 proportionate to 750 MW shall be included in the common pool.
	RUMSL (750 MW)		
Asset-2: 16.10.2018	150.8	On various dates upto 16.10.2018 (i.e. before COD of Asset-2)	From 16.10.2018 to 25.10.2018: Transmission charges of Asset-2 proportionate to 150.8 MW shall be included in the common pool while for 599.2 MW shall be borne by RUMSL.
	50 MW	26.10.2018	From 26.10.2018 to 1.11.2018: Transmission charges proportionate to 200.8 MW shall be included in the common pool and balance 549.2 MW shall be borne by RUMSL
	30 MW	2.11.2018	From 2.11.2018 to 1.12.2018: Transmission charges proportionate to 230.8 MW shall be included in the common pool and balance 519.2 MW shall be borne by RUMSL
	50 MW	2.12.2018	From 2.12.2018 to 3.1.2019: Transmission charges proportionate to 280.8 MW shall be included in the common pool and balance 469.2 MW shall be borne by RUMSL
	50 MW	4.1.2019	From 4.1.2019 to 8.1.2019: Transmission charges proportionate to 330.8 MW shall be included in the common pool and balance 419.2 MW shall be borne by RUMSL
	50 MW	9.1.2019	From 9.1.2019 to 13.2.2019: Transmission charges proportionate to 380.8 MW shall be included in the common pool and balance 369.2 MW shall be borne by RUMSL
	50 MW	14.2.2019	From 14.2.2019 to 20.3.2019: Transmission charges



			<i>proportionate to 430.8 MW shall be included in the common pool and balance 319.2 MW shall be borne by RUMSL</i>
	60 MW	21.3.2019	From 21.3.2019 to 4.4.2019: <i>Transmission charges proportionate to 490.8 MW shall be included in the common pool and balance 259.2 MW shall be borne by RUMSL</i>
	100 MW	5.4.2019	From 5.4.2019 to 8.5.2019: <i>Transmission charges proportionate to 590.8 MW shall be included in the common pool and balance 159.2 MW shall be borne by RUMSL</i>
	40 MW	9.5.2019	From 9.5.2019 to 16.5.2019: <i>Transmission charges proportionate to 630.8 MW shall be included in the common pool and balance 119.2 MW shall be borne by RUMSL</i>
	10 MW	17.5.2019	From 17.5.2019 to 9.7.2019: <i>Transmission charges proportionate to 640.8 MW shall be included in the common pool and balance 109.2 MW shall be borne by RUMSL</i>
	94.2 MW	10.7.2019	From 10.7.2019 to 2.1.2020: <i>Transmission charges proportionate to 735 MW shall be included in the common pool and balance 15 MW shall be borne by RUMSL</i>
	15 MW	3.1.2020	<i>From 3.1.2020, Transmission charges of Asset-2 proportionate to 750 MW shall be included in the common pool.</i>
	RUMSL (750 MW)		
Asset-4: 8.2.2019	380.8	<i>On various dates upto 9.1.2019 (i.e. before COD of Asset-2)</i>	From 8.2.2019 to 13.2.2019: <i>Transmission charges of Asset-4 proportionate to 380.8 MW shall be included in the common pool while for 369.2 MW shall be borne by RUMSL.</i>
	50 MW	14.2.2019	From 14.2.2019 to 20.3.2019: <i>Transmission charges proportionate to 430.8 MW shall</i>

			<i>be included in the common pool and balance 319.2 MW shall be borne by RUMSL</i>
	60 MW	21.3.2019	From 21.3.2019 to 4.4.2019: <i>Transmission charges proportionate to 490.8 MW shall be included in the common pool and balance 259.2 MW shall be borne by RUMSL</i>
	100 MW	5.4.2019	From 5.4.2019 to 8.5.2019: <i>Transmission charges proportionate to 590.8 MW shall be included in the common pool and balance 159.2 MW shall be borne by RUMSL</i>
	40 MW	9.5.2019	From 9.5.2019 to 16.5.2019: <i>Transmission charges proportionate to 630.8 MW shall be included in the common pool and balance 119.2 MW shall be borne by RUMSL</i>
	10 MW	17.5.2019	From 17.5.2019 to 9.7.2019: <i>Transmission charges proportionate to 640.8 MW shall be included in the common pool and balance 109.2 MW shall be borne by RUMSL</i>
	94.2 MW	10.7.2019	From 10.7.2019 to 2.1.2020: <i>Transmission charges proportionate to 735 MW shall be included in the common pool and balance 15 MW shall be borne by RUMSL</i>
	15 MW	3.1.2020	<i>From 3.1.2020, Transmission charges of Asset-4 proportionate to 750 MW shall be included in the common pool.</i>

“

As per the above, the liability of the Petitioner has been brought out, and it has been held that the waiver of transmission charges is applicable only after the COD of the generating station, and the regulations do not provide for waiver of transmission charges for a generator which has not declared COD. In the instant case, RUMSL had not commissioned its generation when the transmission assets were put into

commercial operation. Therefore, RUMSL is not eligible for a waiver of transmission charges for the period of delay in the commissioning of its generation.

22. We observe that in the instant case, Petitioner was well aware of the liability of payment transmission charges in accordance with Regulations issued by the Commission and specific provisions entered into the Transmission Agreement being the signatory of the Transmission Agreement. If the Petitioner has not visualized and factored in such regulatory charges, it is a matter of overlooking by the Petitioner, which cannot be relaxed by amending/modifying the prevalent regulations.
23. The transmission system has been implemented at the behest of the Petitioner for evacuation of power from the Solar Park in accordance with SPPD's request. Once the assets have been commissioned, transmission charges for the same are recoverable in the manner set out in the Regulations and the Agreements. The Petitioner's prayers to amend/modify the Regulations go against the very spirit of agreements as well as the Regulatory framework is not tenable.
24. In view of the above, the prayers of the petitioner in the instant petition are rejected.
25. Petition no. 47/MP/2021 is disposed of in terms of the above.

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

**Sd/
(Arun Goyal)
Member**

**Sd/
(Jishnu Barua)
Chairperson**

