

**CENTRAL ELECTRICITY REGULATORY COMMISSION
NEW DELHI**

Petition No. 301/MP/2025

Subject : Petition under Section 79(1)(k) of the Electricity Act, 2003, read with Regulation 19(3) of the Central Electricity Regulatory Commission (Indian Electricity Grid Code) (First Amendment) Regulations, 2024, seeking extension of infirm power injection for 100 MW Solar components out of the SECI 600 MW Hybrid Project.

Petitioner : TP Saurya Limited (TPSL)

Respondents : Northern Regional Load Despatch Centre and Ors.

Date of Hearing : **22.4.2025**

Coram : Shri Jishnu Barua, Chairperson
Shri Ramesh Babu V., Member
Shri Harish Dudani, Member
Shri Ravinder Singh Dhillon, Member

Parties Present : Shri Venkatesh, Advocate, TPSL
Shri Suhael Buttan, Advocate, TPSL
Shri Nikunj Bhatnagar, Advocate, TPSL
Shri Hemant Singh, Advocate, MUL
Shri Chetan Garg, Advocate, MUL
Ms. Lavanya Panwar, Advocate, MUL
Shri Harshit Singh, Advocate, MUL
Ms. Shikha Ohri, Advocate, SECI
Shri Kartik Sharma, Advocate, SECI
Ms. Divya Chaturvedi, Advocate, CESC Ltd.
Shri Saransh Shaw, Advocate, CESC Ltd.
Shri Jai Dhanani, Advocate, CESC Ltd.

Record of Proceedings

Learned counsel for the Petitioner submitted that the present Petition had been filed *inter alia* seeking an extension of infirm power injection for the 100 MW Solar Component out of the 600 MW SECI Hybrid Project. Learned counsel further submitted that as per the directions issued *vide* Record of Proceedings dated 11.3.2025, the Petitioner has impleaded the concerned Buying Utilities/End Procurers as parties to the Petition and filed a revised memo of Parties. Learned counsel further submitted that only Respondent No. 5, CESC Ltd., has filed its reply in the matter and requested an extension of time for filing the Rejoinder to the reply filed by CESC Ltd.

2. Learned counsel for Respondent No. 4, MPSEZ Utilities Limited, sought liberty to file a reply in the matter. Learned counsel further submitted that as per the Respondent, the power being injected by the Petitioner from its Solar Project cannot be considered as infirm power and ought to be treated as deemed firm power. Learned counsel also added that the Respondent is willing to off-take the above power at the PPA rates.
3. Learned counsel for Respondent No.5, CESC Limited, confirmed that the Respondent has already filed its reply. Learned counsel further submitted that the Respondent's letter dated 24.1.2024 was misunderstood by SECI, and the Respondent is interested in off-taking the power from the Petitioner's 100 MW Solar Project.
4. Learned counsel for the Respondent, SECI submitted that SECI has already filed its compliance affidavit to the direction issued by the Commission vide Record of Proceedings for the hearing dated 11.3.2025 and insofar as the willingness of the Buying Utilities/End Procurer to procure the infirm power is concerned, the End Procurers/Buying Utilities were not ready to off-take such power at a mutually agreed rate.
5. In response, learned counsel for the Petitioner submitted that since the Buying Utilities/End Procurers have expressed their willingness to off-take the infirm power, the parties may be permitted to have a joint meeting to arrive at an amicable solution to this.
6. Considering the submissions made by the learned counsel for the parties, the Commission permitted the Parties to have a joint discussion on the issue of supply of 'infirm power' from the Petitioner's 100 MW Solar Project within a week and the Petitioner was directed to file the outcome of meeting within two days thereafter.
7. The Commission further directed the Petitioner to furnish the following information/clarification, on affidavit, within a week:
 - (a) What has prevented the Petitioner from declaring a COD of 100 MW solar? Is the power of 100 MW solar yet to achieve some testing or trial run requirements, or have all technical requirements under the Grid Code been achieved?
 - (b) Present status of 200 MW wind Project. Whether the Petitioner's wind project is ready but not able to be commissioned due to non-operationalization of the Connectivity /GNA. Documents to substantiate the position are to be furnished.
 - (c) According to the Petitioner, it has been granted connectivity for its 200 MW Wind component at Gadag-II PS on 13.9.2024. However, the Connectivity grant dated 13.09.2024 submitted by the Petitioner is for the solar component. Submit a copy of the connectivity grant in respect of the wind component of 200 MW.
 - (d) Details of the time block-wise scheduled injection and actual injection for the Petitioner's 100 MW solar component for the period from 31.7.2024 to 31.03.25 as per the table below:

Date	Time Block	Scheduled Injection (MW)	Actual Injection (MW)

- (e) What is the basis of offering a rate of Rs. 3.08 per unit when the discovered rate as per the PPA is Rs. 2.60 per unit?

8. The Respondent, SECI, was directed to file the following information /clarification, on affidavit, within a week:

- Under which provision of RFS or PPA has SECI issued NOC for sale of power to the Petitioner?
- Has SECI claimed a trading margin of 7 paise/unit on the sale of this 100 MW infirm solar power? If yes, is it due to of issuance of NOC or some other reason? Furnish the PPA clause for the same.
- The reasons for linking the COD of one generating station located in Rajasthan with the COD of another generating station located in Karnataka? Whether such one generating station located in Rajasthan is fit for commercial operation as on date, where offtake of power by specific buyers can start after COD of all other generating stations which are part of PPA or should such generating station which have completed all technical requirements under the Grid Code should continue to run as infirm injection and not declare COD? Are such conditions of linking the COD of one generating station located in one State with the COD of another generating station located in another State part of the bidding guidelines issued by GoI or included by SECI in the RfS/PPA?
- Explain the term 'commissioning' used in the PPA. Is completing a trial run under the Grid Code mean meeting technical requirements or it mean declaring the Commercial Operation Date, post which the generating station starts supplying power on a commercial basis.
- What action has been taken by the SECI pursuant to CESC letter dated 24.01.2024 and MUL letter dated 29.03.2024? Whether the SECI has conveyed a copy of NOC to the buyers, MUL, and CESC, clearly stating the reasons why NOC has been issued despite the proposal of CESC to off-take the power at the tariff discovered in the competitive bidding and MUL proposal to off-take power from the solar project of the Petitioner at the tariff of Rs. 2.53/kWh to the Petitioner? Whether SECI carried out any prudence of offer rate of Rs. 3.08 per unit against quoted tariff of Rs 2.60 per unit (including trading margin of SECI) or the Petitioner was free to choose such rate?
- What action has been taken by the SECI pursuant to the MUL letter dated 26.04.2024 to cancel the NOC granted to the Petitioner for the sale of 100 MW power from the solar component and allocate the power to the Petitioner?
- Whether any meeting was held between the Petitioner and the beneficiaries (i.e., CESC and MUL) for mutual agreement of the tariff to off-take power from the solar

component of the project of Petitioner. If yes, may a copy of such minutes of meeting be furnished?

- (h) Suggest the mechanism to be followed for future cases of a similar nature, including the issue of the tariff at which such power may be supplied to original buyers as per the PPA.

9. The Commission also permitted the Petitioner to file its rejoinder(s) within a week. In the meanwhile, the Petitioner shall be permitted to inject the infirm power in respect of its 100 MW solar component in terms of the IEGC 2023, till the next date of the hearing.

10. The matter will be listed for the hearing on **8.5.2025**.

By order of the Commission

Sd/-

(T.D. Pant)

Joint Chief (Law)