

**CENTRAL ELECTRICITY REGULATORY COMMISSION
NEW DELHI**

Petition No. 303/MP/2024

Coram:

Shri Jishnu Barua, Chairperson

Shri Ramesh Babu V., Member

Shri Harish Dudani, Member

Date of Order: 1st September, 2025

In the matter of:

Petition under Sections 61, 63 and 79 of the Electricity Act, 2003 read with the statutory framework and Articles 11 and 12 of the Transmission Service Agreement dated 28.02.2019 executed between Udupi Kasargode Transmission Limited and its Long Term Transmission Customers *inter alia* seeking in-principle approval/ declaration recognizing the Change in Law and Force Majeure events that impacted the implementation of the Project and the Petitioner's right to consequential relief.

And

In the matter of:

Udupi Kasargode Transmission Limited,
Registered Office: DLF Cyber Park Tower-B, 9th Floor,
Udyog Vihar Phase-III, Sector 20, Gurugram, - 122008
Haryana

....Petitioner

Vs.

1. Bangalore Electricity Supply Company Limited,
K.R. Circle, Bangalore - 560001

2. Power Company of Karnataka Limited,
5th Floor, KPTCL Building, Kaveri Bhavan,
KG Road, Bengaluru – 560009

3. Gulbarga Electricity Company Limited,
Station Road, Gulbarga- 585 102, Karnataka

4. Hubli Electricity Supply Company Limited,
Navanagar, Hubballi- 580025, Karnataka

5. Mangalore Electricity Supply Company Limited,
MESCOM Bhavana, Kavour Cross Road, Bejai,
Mangaluru– 575 004, Karnataka

6. Chamundeswari Electricity Supply Company Limited,
No.29, Vijayanagara 2nd Stage, Hinkal,
Mysuru-570017, Karnataka
7. Kerala State Electricity Board Limited,
Vydyuthi Bhavanam, Pattom,
Thiruvananthapuram- 695 004, Kerala.
8. Tamil Nadu Generation and Distribution Corporation Limited,
NPKRR, Maaligai, 144, Anna Salai,
Chennai– 600002, Tamil Nadu.
9. Southern Power Distribution of Telangana Limited,
6-1-50, Mint Compound, Hyderabad- 500063,
Telangana
10. Northern Power Distribution Company of Telangana Limited,
H. No:2-5-31/2, Vidyut Bhavan, Nakkalgutta,
Hanumkonda, Warangal- 506 001, Telangana
11. Electricity Department, Government of Puducherry,
No.137, NSC Bose Salai- 605001, Puducherry
12. Electricity Department, Government of Goa,
3rd Floor, Vidyut Bhavan, Adjacent Hotel Mandovi,
Panaji, Tiswadi, Goa 403 001
13. Southern Power Distribution Company of Andhra Pradesh Limited.
H. No.19-13- 65/A, Tiruchanoor Road,
Behind Srinivasa Kalyana Mandapam,
Kesavayanagunta, Tirupati- 517503, Andhra Pradesh
14. Eastern Power Distribution Company of Andhra Pradesh Limited,
P&T Colony, Seethammadhara, Visakhapatnam- 530013,
Andhra Pradesh
15. REC Transmission Projects Company Limited,
Core – 4, Scope Complex, 7, Lodhi Road,
New Delhi – 110 003.

Parties present:

Shri Basava Prabhu Patil, Sr. Advocate, UKTL
Shri Deep Rao Palepu, Advocate, UKTL
Shri Arjun Agarwal, Advocate, UKTL
Shri Mohd. Munis Siddique, Advocate, UKTL
Shri Geet Ahuja, Advocate, UKTL
Shri Arijeet Shukla, Advocate, UKTL
Ms. Shikha Sood, Advocate, UKTL
Shri TAN Reddy, UKTL
Shri Sandeep Rajpurohit, UKTL
Shri Prabhas Bajaj, Advocate, KSEBL

Shri Rithvik Mathur, Advocate, KSEBL
Shri Harsh Chachan, Advocate, KSEBL
Shri Anand Ganesan, Advocate, Karnataka ESCOMs
Ms. Ritu Apurva, Advocate, Karnataka ESCOMs
Shri Karthikeyan Murugan, Advocate, Karnataka ESCOMS

ORDER

The Petitioner, Udupi Kasargode Transmission Limited (UKTL), an inter-State transmission licensee, has filed the present Petition under Sections 61, 63 and 79 of the Electricity Act, 2003 (Act) read with the statutory framework and Articles 11 and 12 of the Transmission Service Agreement dated 28.2.2019 (the TSA) executed between UKTL and its Long-Term Transmission Customers (LTTCS) seeking in-principle approval/ declaration recognizing the Change in Law and Force Majeure events that have impacted the implementation of its transmission project and certain consequential reliefs.

2. The Petitioner has made the following prayers:

- “(a) Admit and allow the present Petition;*
- (b) Hold and declare that the Petitioner was impacted by the Force Majeure events described in the Petition and is therefore entitled to consequential relief in accordance with Article 11 of the TSA;*
- (c) Direct that the Petitioner ought not be made liable in any manner for the delays caused in Project’s implementation due to the aforesaid Force Majeure Events;*
- (d) Grant the Petitioner ‘in-principle’ approval to claim various reliefs under Article 11 and 12 of the TSA;*
- (e) Direct that no Liquidated Damages may be imposed on the Petitioner for the delays caused in Project’s implementation due to the aforesaid Force Majeure Events under the TSA or otherwise;*
- (f) Direct that no coercive action may be taken by the LTTCS against the Petitioner either under the TSA or otherwise;*
- (g) Hold and declare that the Petitioner was impacted by the Change in Law events described in the Petition and is therefore entitled to consequential relief in accordance with Article 12 of the Transmission Service Agreement dated 28.02.2019;*
- (h) Hold that the compensation for such Change in Law events shall be effective from the date when such Change in Law events occurred;*
- (i) Grant liberty to the Petitioner to approach this Commission at an appropriate stage to seek consequential relief for the Force Majeure and Change in Law events in terms of the TSA, along with carrying costs, and bring on record further documentary evidence, if required;*

- (j) *Grant liberty to the Petitioner to approach this Hon'ble Commission at an appropriate stage, for seeking compensation for Force Majeure and Change in Law events which are not claimed in the present Petition;*
- (k) *Hold and declare that the Petitioner is entitled to recover Interest During Construction and Incidental Expenses During Construction incurred in respect of the periods of delay that were caused due to the unforeseen and uncontrollable events as described in the Petition;*
- (l) *Recognize the Petitioner's right to compensatory restitution to the same economic position as had existed prior to the occurrence of the Change in Law events described in this Petition with effect from the date of commissioning of the Project as sought in this Petition, so as to offset the adverse impact of the aforesaid Change in Law events;*
- (m) *Exercise regulatory powers to grant appropriate relief to the Petitioner in the facts of this case, including by way of condoning any inadvertent delay by the Petitioner, if any;*
- (n) *Grant leave to the Petitioner to place on record additional submissions and documents before this Hon'ble Commission for determination of the actual impact of the Force Majeure and Change in Law Events post commissioning of the Project;*
- (o) *Hold that the Petitioner is entitled to recover the entire the thirty-five year tariff as set out in Schedule 6 of the TSA starting from the date of its scheduled commercial operation date, as may be extended by this Commission at the appropriate stage; and*
- (p) *pass any such other relief as the Commission deems fit and appropriate in the facts and circumstances of the case."*

Submissions of the Petitioner

3. The Ministry of Power, Government of India (MoP) vide its Notification No. 15/32018-Trans, dated 11.9.2018, notified Respondent No. 8, REC Transmission Projects Company Limited (RECTPCL) as the Bid Process Coordinator (BPC) for the purpose of selection of bidder as Transmission Service Provider (TSP) to establish the Project through tariff based competitive bidding process.

4. The Petitioner/UKTL was incorporated on 29.11.2018 under the Companies Act, 2013, as a wholly-owned subsidiary of RECTPCL with the objective to establish the Project and to act as the TSP after being acquired by the successful bidder. Respondent No. 15/ RECPTL, as the BPC, prepared the bidding documents, such as Request for Qualification and Request for Proposal, in accordance with the Standard Bid Documents issued by the MoP. The BPC started the process of selection of TSP

with the wide publication of Global RfQ on 15.9.2018 and 20.9.2018 for selection of the developer on a BOOM basis for the Project. Thereafter, the Request for Proposal was issued by the BPC on 31.12.2018. Pursuant to the e-Reverse auction, Sterlite Grid 14 Limited (Sterlite) emerged as the successful bidder with the lowest levelized transmission charges, and a Letter of Intent was issued to Sterlite by the BPC on 31.7.2019.

5. The Project elements are tabulated below along with their Scheduled Commercial Operation Date (SCOD) (as per Schedule 2 of the TSA):

Sr No.	Transmission Works	SCOD	Revised SCOD - in view of the MOP extensions granted on account of the Covid-19 pandemic*
1.	Mangalore (UdupiPCL) – Kasargode 400 kV (Quad) D/c line (UK Line)	12.11.2022 (38 months from Effective Date)	12.7.2023
2.	Establishment of 2x500 MVA, 400/220 kV GIS substation at Kasargode 400 kV (Kasargode Substation) • 500 MVA, 400/220kV ICTs: 2 nos. • Bus reactors (63 MVA_r): 2 nos. • Line bays: 4 nos. • ICT bays: 2 nos. • Space for Line bays (future): 4 nos. • Space for ICT bays (future): 2 nos. 220kV • Line bays: 6 nos. • ICT bays: 2 nos. • Space for Line bays (future): 6 nos. • Space for ICT bays (future): 2 nos.	12.11.2022 (38 months from Effective Date)	12.7.2023
3.	2 Nos. of 400kV line bays and Bus Bar Extension Works at UPCL switchyard	12.11.2022 (38 months from Effective Date)	12.07.2023

** On account of the cumulative 8-month extension granted by the MoP vide letters dated 27.07.2020 and 12.06.2021 to under construction transmission projects due to the various restrictions imposed on account of first and second waves of the COVID-19 pandemic, respectively.”*

6. In terms of the TSA dated 28.02.2019 executed between the Petitioner and its LTTCs, the SCOD of the Project was 12.11.2022, i.e., 38 months from the Effective Date. The Petitioner has submitted that since the implementation of the Project was impacted by the Covid-19 pandemic, in terms of the MoP’s letters dated 27.7.2020 and 12.6.2021, the SCOD of the Project was extended to 12.7.2023 in view of the blanket extension of 8 months provided to all under-construction projects.

7. As stated above, as per the TSA, the overall SCOD for the transmission system was 38 months from the Effective Date. However, due to the following Force Majeure events (as claimed by the Petitioner), the Petitioner could not declare the commercial operation date (COD) of the Project:

Force Majeure Events		
S. No.	Claim	Delay (as on 31.07.2024)
1.	COVID-19 pandemic and related restrictions.	150 days (first wave)
		90 days (second wave)
2.	Delay in Forest Clearance and tree cutting permission in Kerala and Karnataka.	Kerala – 1206 and counting (as on 31.07.2024)
		Karnataka – 1161 and counting (as on 31.07.2024)
3.	Delay in the grant of land/ issuance of working permission on government land in Karnataka and related delays	808
4.	Delay due to Right of Way (RoW) issues in Karnataka for the implementation of the UK Line.	1454 days and counting (as on 31.07.2024)
5.	Delay due to RoW issues in Kerala for the implementation of the UK Line.	511 days
6.	Delay due to RoW issues in Kerala for the construction of the Kasargode Substation.	627 days

Force Majeure Events		
S. No.	Claim	Delay (as on 31.07.2024)
7.	Delay due to stay orders passed by the Hon'ble High Court of Karnataka and Principal Civil Judge, Karkala.	986 days and counting (as on 31.07.2024)

8. The Petitioner has also submitted that due to the following Change in Law events, the cost of construction of the transmission system has escalated:

S. No.	Change in Law Claims
1.	Increase in the acquisition price of the SPV
2.	Increase in NPV Rates
3.	Increase in Compensatory Afforestation and Medicinal Plantation Rates
4.	Increase in RoW compensation payable in the State of Karnataka
5.	Increase in RoW compensation payable in the State of Kerala
6.	Additional expenditure incurred due to an increase in tree and crop compensation rates in the non-forest area in the State of Kerala
7.	Additional expenditure incurred due to an increase in tree and crop compensation rates in the non-forest area in the State of Karnataka
8.	Additional expenditure incurred (including, but not limited to, IDC and IEDC) on account of the stay Orders passed by the Hon'ble High Courts of Kerala and Karnataka, and other fora
9.	Additional expenditure incurred due to CEA's directive for providing additional FOTE and PLCC at Kasargode Substation
10.	Additional expenditure incurred due to the shifting of the Kasargode Substation
11.	Additional expenditure incurred (including, but not limited to, IDC and IEDC) on account of the COVID-19 pandemic and related restrictions
12.	Interest During Construction (IDC) and Incidental Expenses During Construction (IEDC)

Hearings held on 8.11.2024 and 13.1.2025

9. The matter was listed for the hearing on 8.11.2024, when the Commission directed the Petition to be listed for the hearing on maintainability. Subsequently, the Petition was listed for the hearing on 13.1.2025, and the detailed arguments were made by the Learned Senior Counsel for the Petitioner on the aspect of 'Maintainability' of the Petition. During the course of the hearing on 13.1.2025, the Learned Senior Counsel for the Petitioner primarily submitted the following:

(a) There is no bar or prohibition upon the Petitioner seeking in-principle declaratory relief *qua* the occurrence of Force Majeure and Change in Law events prior to the commissioning of its Project. In this regard, reliance was placed on the provisions of Articles 11 (Force Majeure) and 12 (Change in Law) of the TSA. Also, as stated in the Petition, the original SCOD of the Project, as specified in the TSA, has already lapsed.

(b) There is already a significant cost overrun owing to the various Changes in Law and Force Majeure events, and the lender of the Petitioner, i.e., REC Limited, by its letter dated 5.8.2024, has indicated that it may not be in a position to consider any financial assistance towards the additional fund requirement unless the events faced by the Petitioner are declared to be Force Majeure and/ or Change in Law events under the TSA by the Commission.

(c) The Commission has the power to grant in-principle/ declaratory relief with respect to Changes in Law and Force Majeure events that have impacted the implementation of the Project. Also, the Commission has, in its various orders, considered such relief(s) even in respect of Projects that were under implementation. In this regard, the reliance was placed on the (i) Record of Proceedings for the hearing dated 11.11.2021 in Petition No. 158/MP/2021 (*Lakadia Vadodara Transmission Project Ltd. vs. Adani Green Energy MP Limited and Ors.*), (ii) Order of the APTEL dated 1.5.2023 in Appeal No. 134 of 2022 (*Goa Tamnar Transmission Ltd. vs. CERC and Ors.*), (iii) Order dated 8.1.2020 of the Commission in Petition No. 126/MP/2019 (*Fatehgarh Bhadla Transmission Ltd vs. AREPRL and Ors.*), (iv) Order dated 20.3.22019 in Petition No. 194/MP/2017 (*North Karanapura Transco Ltd. vs. JBVNL*), (v) Judgment of the APTEL dated 504.2022 in OP No. 1 of 2022 (*NRSS XXIX Transmission Ltd. vs. CERC and Ors.*), (vi) Suo-Motu Order dated 17.12.2018 passed by the Commission in Petition No.1/SM/2018, (vii) Judgment of the APTEL dated 12.10.2021 in Appeal No. 251 of 2021 (*Green Infra Renewable Energy Ltd. vs. RERC and Ors.*) (viii) Suo-Motu Order dated 29.11.2024 passed by the Commission in Petition No. 4/SM/2024, and (ix) Order dated 23.4.2020 in Petition No.446/MP/2019 (*Sasan Power Ltd. vs. MPPMCL and Ors.*).

(d) The Petition is not barred in terms of the proviso to Section 34 of the Specific Relief Act, 1963 (Specific Relief Act). The Petitioner has not omitted to seek further/ consequential reliefs to the declaratory relief(s) but has instead sought all available consequential reliefs and also prayed for the liberty to approach the Commission after consequential Force Majeure and Change in Law reliefs can be finally quantified upon the commissioning of the Project.

10. The learned counsel for Respondent Nos. 1 to 6/ Karnataka ESCOMS, opposed the Maintainability of the Petition on the grounds of it being premature. Learned counsel submitted that on the basis of the letter issued by its lender, the Petitioner cannot seek a prior positive declaration of the various events as Change in Law and/ or Force Majeure at this stage in order to discharge its obligations under the TSA. Learned Counsel further submitted that the instant Petition squarely falls within the ambit of the proviso to Section 34 of the Specific Relief Act. Learned counsel sought to distinguish the various orders and judgments relied upon by the Petitioner from the instant case.

11. The learned counsel for Respondent No. 7, KSEBL primarily adopted the submissions made by the learned counsel for Karnataka ESCOMs, and further placed the reliance on the Order of the Commission dated 14.3.2023 in Petition No. 274/MP/2021 in the matter of *SB Energy Three Pvt. Ltd. vs. SECI* and batch (SB Energy Order), in support of his argument that the present Petition is not maintainable. After hearing the parties, the Commission granted time to the Petitioner and Respondents to file their written submissions and reserved the matter for order on the maintainability of the Petition.

Petitioner's Written Submissions dated 29.1.2025

12. The Petitioner has mainly submitted as under:

(a) Article 16.3.1 of the TSA *inter alia* states that any dispute(s) arising from a claim relatable to the TSA shall be submitted by the parties to the Commission. In the present case, Respondent No. 2/ Power Company of Karnataka Limited (PCKL), in response to the Petitioner's Change in Law Notice dated 17.5.2024, has, vide its letter dated 18.6.2024, denied the Petitioner's Change in Law claim relating to higher RoW compensation paid by the Petitioner in the State of Karnataka. In its letter, PCKL has stated that since the original SCOD of the Project has already lapsed, the LTTCs are not liable to compensate for any additional expenditure incurred by the Petitioner on account of higher RoW compensation.

(b) There is no requirement under the TSA to claim Change in Law relief only if the Project is commissioned by the original SCOD. Further, there is clearly a 'dispute' between the parties in terms of Article 16.3 of the TSA, which needs a resolution/ adjudication, and the same can only be adjudicated by the Commission. There is regulatory uncertainty with respect to the Petitioner's Force Majeure and Change in Law claims on account of PCKL's denial of such claims, which has constrained the Petitioner to approach the Commission. Therefore, the Commission has the jurisdiction to try, decide, and adjudicate the present Petition at this stage under Section 79(1)(f) of the Electricity Act.

(c) The Project is of paramount national importance, aimed at addressing the reliability and stability of the power supply in the Northern area of Kerala. The Project is vital for relieving the congestion within the critical S1 (Andhra Pradesh, Telangana & Karnataka) – S2 (Tamil Nadu & Kerala) corridor, which is an essential component of the ISTS grid. The Project is critical not only for the power distribution in Kerala but also for the overall stability and efficiency of the Southern and Northern grids, thus contributing significantly to the national power infrastructure.

(d) The importance of the Project has been recognized at the highest levels of government. It has been included in the list of the 10 most important infrastructure projects in the country, which are monitored directly by the Hon'ble Prime Minister through the Pro-Active Governance and Timely Implementation Portal (Pragati Portal). The Pragati Portal is a forum designed

to facilitate the resolution of issues impacting the development/ implementation of critical infrastructure projects of national significance. Thus, the Project, being actively monitored by the office of the Hon'ble Prime Minister, evinces its significance to the nation's power infrastructure.

(e) It is expected to incur a cost overrun of approximately Rs. 600 crores, which represents an escalation of approximately ~77% over and above the original bid estimates, and this cost increase is directly attributable to the occurrence of various Force Majeure and Change in Law events.

(f) Further, the Petitioner's lenders have, vide its letter dated 5.8.2024, raised concerns regarding the delay in commissioning of the Project and cost escalation on account of several Force Majeure and Change in Law events. In the said letter, the Petitioner's lenders have intimated to the Petitioner that they will not be able to consider the additional financial assistance sought by the Petitioner in the absence of an order by the Commission declaring the events faced by the Petitioner to be Force Majeure and Change in Law events under the TSA.

(g) The disallowance of the relief sought herein would render the successful implementation of the Project impossible. In the absence of the in-principle approval/ declaratory recognition by the Commission of the aforementioned events, the Petitioner's ability to obtain further funding from its lenders to complete the Project would be severely compromised, and this would prove to be a major stumbling block for the Petitioner's ability to complete the Project. There is a very real risk that the Project may be unable to fulfil its contractual and regulatory obligations, thereby exposing it to the risk of being declared a stressed or non-performing asset. The declaration of the Project as a stressed asset would not only affect the Petitioner but also have severe repercussions on the national power grid, the stability of the power supply in the Southern regions, and the overall economic development of Kerala. It would also result in the wastage of substantial public funds that have already been invested in the Project.

13. The gist of the submissions made by Respondent Nos. 1-7 are as follows:

(a) The prayer for the grant of an in-principle declaration as sought by the Petitioner is not maintainable as there is no provision under the TSA, or any other applicable rule or regulation, which permits the Petitioner to seek such a relief.

(b) TSA does not permit the Petitioner to seek an in-principle declaration of a force majeure or Change in Law (CIL) event on the ground that the Petitioner's Lenders require such a declaration. TSA contemplates that the duty to make arrangements for project financing solely lies on the Petitioner's shoulders. Furthermore, the Lenders were given an irrevocable right of substitution in the event of default. No other right or remedy is given to the Lenders under the TSA. Thus, the Lenders, on their own or through the Petitioner, are not permitted to seek any relief under the TSA beyond what has already been provided therein, either directly or indirectly. At a late stage of the construction phase, neither the Petitioner nor their lenders can raise such an impermissible claim/prayer for in-principle approval, citing difficulty in financing, with a view to claiming additional rights beyond the rights already accorded to them under the TSA.

(c) Under the terms of the TSA, the Petitioner has the responsibility of arranging funds for the Project, and a lack of funds is not a permissible ground to seek any in-principle declaration.

(d) Courts have consistently held that claims related to Force Majeure and Change in Law should be substantiated with the actual data, typically available only after achieving the commissioning/COD. Premature claims, filed before COD, are speculative and lack the necessary evidentiary support, thereby deserving rejection at the threshold itself.

(e) Filing the Petition at this stage undermines the regulatory principles of prudence and evidence-based adjudication. In the case of *Energy Watchdog Vs. Central Electricity Regulatory Commission & Ors.*, the Hon'ble Supreme Court emphasized that for a claim of Force Majeure or Change in Law to be

valid, there must be a demonstrable impact on the performance of contractual obligations. Such impacts can only be accurately assessed post-COD when actual operational data is available.

(f) The case law relied upon by the Petitioner is not applicable for the various reasons detailed in the Written Submissions filed by the said Respondents.

Analysis and Decision

14. We have considered the submissions of the parties and perused the documents available on record. According to the Petitioner, the Project has been affected by Force Majeure events and the cost of construction has escalated due to the Change in Law events enumerated in paragraphs 7 and 8 above. The Petitioner has submitted that works in relation to the Kasargode S/s and Line Bays and Bus Bar Extension at UPCL switchyard have been substantially completed, and the Foundation and Erection Works for the UK Line have also been partially completed. Considerable funds have already been spent by the Petitioner to implement the Project.

15. During the course of the hearing, the learned senior counsel submitted that in-principle approval/ declaration of various Force Majeure events and Change in Law events at this stage is necessary for giving comfort to the lenders and for the Petitioner to draw necessary finances for implementation of the Project.

16. Respondents Karnataka Escoms and KSEBL submitted that the Petition is not maintainable. The Respondents, vide common submissions, have disputed the claims related to Force Majeure and Change in Law, stating that such claims should be substantiated with the actual data, typically available only after achieving the commissioning/COD. Premature claims, filed before COD, are speculative and lack the necessary evidentiary support, thereby deserving rejection at the threshold itself.

17. The Petitioner has submitted that the Commission has the power to grant in-principle/ declaratory relief with respect to Change in Law and Force Majeure events that have impacted the implementation of the Project. The Petitioner has further submitted that the Commission, in its various orders, has considered and granted such declaratory relief(s) in respect of similar projects, which encountered time and cost overrun on account of Force Majeure and Change in Law events during the course of implementation.

18. We have considered the submissions of Petitioner and Respondents. It is observed that the Petitioner has claimed that various elements of the Project are affected by force majeure events, and such events are still continuing. It is observed that the events cited above are still continuing, and the Petitioner has approached the Commission for a declaration of these events as force majeure events and requested an extension of the SCOD of the Project, in advance. The Petitioner has also sought an in-principle approval for the alleged Change in Law events. We are of the view that since the project has not been completed by the Petitioner till date and is still under implementation, it would not be appropriate to take any view at this stage on the claimed Change in Law and force majeure issues and the extension of SCOD. After completing the project, the Petitioner is at liberty to approach the Commission to seek appropriate relief for a Change in Law and Force Majeure in accordance with law under the provisions of the TSA and other applicable provisions of the Law, Rules, and Regulations.

19. The Petitioner has prayed for restraining the LTTC from taking any coercive action against the Petitioner in terms of the TSA, including the encashment of Contract Performance Guarantee (CPG). As in the above paragraph, we have given liberty to the Petitioner to approach the Commission only after the completion/ implementation

of the Project. It is imperative that no precipitative actions be taken against the Petitioner, as the subsistence of TSA in the interregnum is vital to the completion/ implementation of the Project. Meanwhile, the Petitioner shall make sincere endeavours to complete the Project at the earliest.

20. Petition No. 303/MP/2024 is disposed of in terms of the above.

sd/-
(Harish Dudani)
Member

sd/-
(Ramesh Babu V.)
Member

sd/-
(Jishnu Barua)
Chairperson