

**CENTRAL ELECTRICITY REGULATORY COMMISSION  
NEW DELHI**

**Petition No. 428/MP/2024 along with IA 45/2025**

**Coram:**

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

**Date of Order: 17<sup>th</sup> November, 2025**

**IN THE MATTER OF:**

Petition under Section 79 of the Electricity Act, 2003 along with Regulation 65 of the Central Electricity Regulatory Commission (Conduct of Business) Regulations, 2023 seeking directions to the Respondent to refrain from revoking the 300 MW stage II connectivity and long-term access granted to the Petitioner pursuant to Long Term Access Agreement dated 20th January 2022, or taking any other coercive measures and seeking consequent relief thereto.

**And**

**IN THE MATTER OF:**

**1. Inox Green Energy Services Limited (IGESL)**  
Inox Towers, Plot No.17 Sector 16A,  
Film City Noida-201301

**... Petitioner**

**Versus**

**1. Central Transmission Utility of India Limited (CTUIL)**  
Plot No. 16, Institutional Area,  
Sector 32, Gurugram-122003,  
Haryana

**2. Solar Energy Corporation of India Limited,**  
6<sup>th</sup> Floor, Plate-B, NBCC Office Block,  
Tower-2, East Kidwai Nagar,  
New Delhi-110023

**... Respondent(s)**

**Parties Present:**

Shri Salil Sinha, Advocate, IGESL  
Shri Vipul Sharma, Advocate, IGESL  
Ms. Stuti Jain, Advocate, IGESL  
Shri Govind Vijay, IGESL  
Shri Remya Sanjiv, IGESL

Ms. Anushree Bardhan, Advocate, SECI  
Ms. Ritika Singh, Advocate, SECI  
Shri Shubham Arya, Advocate, CTUIL  
Ms. Poorva Saigal, Advocate, CTUIL  
Ms. Reeha Singh, Advocate, CTUIL  
Shri Swapnil Verma, CTUIL  
Shri Lashit Sharma, CTUIL  
Shri Yogeshawar, CTUIL  
Shri Hari Babu, CTUIL

## **ORDER**

The instant Petition has been filed under Section 79 of the Electricity Act, 2003 (the Act) read with Regulation 65 of the Central Electricity Regulatory Commission (Conduct of Business) Regulations, 2023 seeking directions to Respondent No. 1 (CTUIL) to refrain from revoking the 300 MW Stage II connectivity granted for its Wind Power Project at Bhuj-II PS under LOA route, and taking any other coercive measures against the Petitioner.

2. The Petitioner has made the following prayers:

- “(a) Issue appropriate direction to respondent refraining the respondent from revoking of 300 MW Stage II connectivity and long - term access granted to the Petitioner;*
- “(b) Issue appropriate directions to the Respondent to allow the Petitioner to retain the 300 MW Bhuj-II connectivity granted to it, through the Land Bank Guarantee (BG) route.*
- “(c) Issue appropriate directions to Respondent directing it to refrain from encashing Bank Guarantee issued by the Petitioner and/or taking any other coercive measures, including but not limited to, demanding any charges, against the Petitioner*
- “(d) Pass such other or further orders as the Commission may deem fit and proper in the facts and circumstances of the case.”*

3. The Petitioner has filed IA No. 45/2025 seeking amendment of the original prayers as under:

- “(a) Allow the Petitioner to retain 300 MW Connectivity under LOA/PPA Route  
OR  
In the alternative, allow the Petitioner to retain 300MW Connectivity under Land Route.*
- “(b) Direct the Respondent No. 1 (CTUIL) to not to allocate capacity of 300 MW at 220 KV Bhuj Pool – II to any other entity till final disposal of this petition & reserve the 300 MW connectivity capacity at Bhuj Pool – II in favour of the Petitioner under Land Route.*
- “(c) Direct the Respondent No. 1 (CTUIL) to not to take any coercive action with respect to the Petitioner for not achieving COD for the entire 300 MW and imposition of any penalty under appropriate Legislation.*



(d) The prayer (a) and (c) of the original petition to be treated as null and void and prayer (b) of the original Petition to be allowed in entirety.

(e) Pass such other or further orders as the Commission may deem fit and proper in the facts and circumstances of the case."

### **Submissions of the Petitioner:**

4. The Petitioner has made the following submissions:

- a) The Petitioner, Inox Green Energy Services Limited (previously known as Inox Wind Infrastructure Services Limited), was issued the Letter of Awards by SECI on 23.2.2018 and 1.6.2018 for setting up the 200 MW and 100 MW Wind Power Projects at district Kutch, Gujarat, under SECI Wind Tranche-III and Tranche-IV, respectively.
- b) The 300 MW Wind Power Plant has been taken through six 100% subsidiaries of the Petitioner, each incorporated as a Special Purpose Vehicle (SPVs) for executing and commissioning the 50 MW Wind Power Project. These six SPVs had *inter alia* entered into the separate Power Purchase Agreements with Solar Energy Corporation of India (SECI) for each 50 MW Wind Power Project. However, on account of various factors beyond the Petitioner's control, the execution of the 300 MW Wind Power Plant has been delayed, and this has also been acknowledged by the repeated extensions granted by SECI to the Petitioner.
- c) The Petitioner has already made a considerable investment in the execution of the 300 MW Wind Power Project and has already developed a 220 kV transmission line and substation, purchased a 150 MVA Transformer, acquired land for a pooling substation and obtained necessary approvals, including approval under Sections 164 and 68 for the 220 kV Transmission line. On the one hand, the Petitioner has taken bona fide steps to develop the 300 MW Wind Power Project; however, it has not been granted any relief by the Dispute Resolution Committee. Consequently, the fate of the Power Purchase Agreements executed in respect of the 300 MW Wind Power Project of the Petitioner remains uncertain.
- d) SECI, vide its letter dated 3.1.2019, extended the period for obtaining the Financial Closure for the period from 24.12.2018 till 24.02.2019, on account of delay in land allotment, on account of change in land allocation policy by the Government of Gujarat. Thereafter, SECI vide letter dated 25.2.2019 extended the period for



obtaining Financial Closure from 24.2.2019 till 24.4.2019, acknowledging the delay in land allotment on account of a change in land allocation policy by the Government of Gujarat.

- e) Further, SECI vide letter dated 26.4.2019 extended the period for obtaining the Financial Closure for the period from 24.4.2019 till 24.11.2019, due to delay in land allotment on account of change in land allocation policy by the Government of Gujarat. On 8.5.2020, SECI further extended the period for obtaining the Financial Closure till SCOD and extended the date of SCOD from 24.11.2019 till 31.12.2020, acknowledging the delay in operationalisation of the LTA. On 12.5.2020, SECI extended the SCOD from 31.12.2020 until the end of the COVID-19 lockdown period and for an additional 30 days thereafter. On 18.12.2020, SECI extended the SCOD of the project till 31.10.2021.
- f) On 2.9.2021, CTUIL sent an intimation of the grant of the 300 MW Stage II Connectivity to IWISL for its proposed 300 MW Wind Power Plant at Kutch, Gujarat. On 23.9.2021, the Petitioner furnished the requisite Bank Guarantees to Respondent No. 1 towards the grant of connectivity for the 300 MW Wind Power Project. On 27.10.2021, the name of the Petitioner was changed from Inox Wind Infrastructure Services Limited to Inox Green Energy Services Limited. Subsequently, on 27.12.2021, CTUIL intimated the Petitioner about the grant of 300 MW Long Term Access for the transfer of power from its Wind Power Plant at Kutch, Gujarat.
- g) On 26.10.2022, CTUIL sent a communication to the Petitioner, intimating about the transition of connectivity and LTA granted to the Petitioner for its 300 MW Wind Power Plant at Kutch, Gujarat, in line with the Central Electricity Regulatory Commission (Connectivity and General Network Access to the inter-State Transmission System) Regulations, 2022 (in Short GNA Regulations).
- h) On 28.3.2024, the Ministry of Power granted approval under Section 68(1) of the Electricity Act, 2003 (the Act), to the Petitioner for the installation of the dedicated overhead transmission line, including the transmission system, for providing the connectivity for its 300 MW Wind Power Plant at Kutch, Gujarat.
- i) On 7.6.2024, CTUIL sent a notice to the Petitioner regarding payment of one-time GNA Charges as per the GNA Regulations for the 300 MW @ Rs.1 Lakh/MW. Further, on 30.08.2024, CTUIL issued an invoice to the Petitioner for payment of the bilateral



charges of approximately Rs. 8 crores against the transmission facility developed for the Petitioner's Wind Power Plant.

- j) The CTUIL's inter-connecting common evacuation infrastructure was originally scheduled to be commissioned from 23.11.2019, which was rescheduled to be available from 30.3.2022. The delay led to the lenders refusing to fund the Project on account of the uncertainty of connectivity. The delayed grant of connectivity was of no avail, as by then, due to the change in circumstances, the cost of WTGs had increased substantially, and the lenders found the returns in the Project to be inadequate to service the debt in case the Project was funded by them.
- k) On account of the delay in readiness of common infrastructure, such as Bhuj GSS, transmission lines and necessary evacuation infrastructure, etc., the execution of the Project has been delayed, which is beyond the control of the Petitioner
- l) On 25.7.2018, the Revenue Department, Government of Gujarat, issued a letter to the Collector stating that land should be allotted only for GUVNL projects, literally stopping the processing of all applications of all lands for SECI projects. This would have literally put the lid on any central project in Gujarat, which has the best Wind potential in the country. This led to complete uncertainty for all central projects. On the contrary, the Green Corridor was being developed in Gujarat. On 12.9.2018, the Revenue Department issued a clarification to the Collector to the effect that successful bidders could be allotted land upon receipt of a recommendation from the GEDA. However, the said clarification was not implemented by the concerned Collectors.
- m) In the absence of the availability of a requisite land bank, the Petitioner cannot be expected to carry out and complete the erection and commissioning of the WTGs. The Petitioner has left no stone unturned to ensure that it fulfils all its obligations in a time-bound manner, but for reasons beyond its control, the Petitioner has been prevented from executing the Project.
- n) The Petitioner was sourcing WTG components and allied equipment from third-party suppliers based in China. In or around December 2019, the Pandemic disease COVID-19 engulfed not only China but the entire world, resulting in a complete



shutdown/ lockdown of business worldwide. Consequently, no orders for WTGs were either being placed or being honoured by any of the Suppliers.

- o) The Petitioner has already made a considerable investment in the execution of the 300 MW Wind Power Project at Kutch at Gujarat. This is evident from the fact that the Petitioner has already developed a 220 kV transmission line and substation, purchased a 150 MVA Transformer, acquired land for a pooling substation and obtained necessary approvals, including necessary approvals under Section 164 and Section 68 for the 220 kV Transmission line.
- p) The Petitioner has, in a bona fide manner, already invested huge sums of money in relation to the 300 MW Wind Power Project at Kutch, Gujarat and is only a victim of the force majeure events which are beyond the control of the Petitioner.

**Hearing Dated 23.01.2025:**

5. Notice was issued to the Respondent on the maintainability of the Petition, and the Petitioner was directed to implead the SECI as a party to the Petition, and to provide the additional information. The parties were directed the Respondent to file a reply and rejoinder. The reply to the Petition has been filed by the Respondent, Central Transmission Utility of India Limited (CTUIL).

6. Vide Record of Proceedings for the hearing dated 23.1.2025, the Petitioner was directed to file the present status of the implementation of the project, including the land required vis-à-vis land acquired, and the present status of the LOA dated 23.2.2018 issued by SECI to the Petitioner. CTUIL was directed to file the status of the connectivity granted to the Petitioner and clarify the reasons for the delay in raising of bilateral bills and one-time GNA charges on the Petitioner.

SECI was directed to file the present status of the LoA dated 23.02.2018 issued by SECI to the Petitioner, and if the LoA has been terminated, whether the termination of the LoA is attributable to the Petitioner or not.

## **Submissions by Respondent No.1, CTUIL:**

7. CTUIL, in compliance with the direction of the Commission, vide its affidavit dated 12.02.2025, has provided the following information:

(a) CTUIL vide letter dated 20.1.2023 made effective the LTA for the 300 MW w.e.f. 1.2.2023, after commissioning of the transmission system for the LTA. The Petitioner, IWISL, was granted deemed GNA for the 300 MW under Regulation 18.1 of the GNA Regulations.

(b) CTUIL vide letter dated 24.1.2025 issued notice to update the information regarding the commissioning of the 300 MW capacity or extended SCOD or delayed commissioning permitted by REIA for appropriate action in terms of Regulation 24.6 within 15 days of issuance of notice.

(c) The Commission initially directed the transition under the GNA Regulations based on the status as of 15.10.2022. However, the Commission, vide Notification dated 1.4.2023, issued the First Amendment to the GNA Regulations and notified that the effective date of Regulations 37.1 to 37.8 of the GNA Regulations was 5.4.2023 in place of 15.10.2022. In line with the above, the option was required to be exercised by the concerned entities afresh on the basis of their status as on 5.4.2023, within one month from the date of coming into effect of the GNA Regulations, i.e., by 4.5.2023. Accordingly, vide notice dated 13.4.2023, CTUIL published details of the connectivity/LTA/MTOA quantum for the grantees/ applicants falling under various provisions of Regulation 37 of GNA Regulations, 2022, on its website. Requisite compliances to be met by each entity under different provisions of Regulation 37 of the GNA Regulations were also published on the CTUIL website.

(d) Considering the several teething issues and their resolution, CTUIL was able to complete the transition process by September/October 2023. The transition had been prioritised over other administrative issues so as to prioritise the scheduling of power, while other teething issues could be resolved through further deliberations. In this regard, after the completion of the transition of old grants and applications for the LTAs/ Connectivity, the matter regarding the applicability of one-time GNA charges was taken up holistically.



(e) The Petitioner was an entity under Regulation 22.2(d) read with Regulations 4.1 and 17.1(iii) of the GNA Regulations whose connectivity quantum was getting commissioned after 5.4.2023 (date of effectiveness of first amendment to the GNA Regulations). The Petitioner was issued a letter for payment of one-time GNA charges on 7.6.2024. The Petitioner's case was not singled out; it was part of the bunch of transitioned connectivity grantees in the Western Region. The delay on the part of CTUIL in raising one-time GNA charges against the Petitioner was completely incidental, unintentional and in order to prevent avoidable claims and contentions on behalf of payees.

(f) Bhuj-II PS, being implemented by PBTL, was planned for the evacuation of the 2000 MW power from various generation projects in the Bhuj area. The common ATS for evacuation of 2000 MW power generation projects at Bhuj area is 2x1500 MVA (765/400 kV), 4x500 MVA (400/220 kV) ICTs at Bhuj-II PS (GIS) and respective terminal bay for the associated generator. As per the provisions of Sharing Regulations, 2020, the RE generators at Bhuj-II PS would be liable to pay the transmission charges corresponding to the capacity which has not achieved COD, if any, for the mismatch period after commissioning of the entire ATS, i.e., from 16.11.2022 onwards (COD of 2nd 1x1500 MVA (765/400 kV) ICT).

(g) The associated generators of the PBTL's system have continuously requested the raising of bills on them for the mismatch period and also stated that they are ready to clear the dues upon the raising of bills to enable them to release the BGs submitted to CTUIL. Accordingly, transmission charges for the mismatch period on IGESL, along with other generators, have been billed for the period between the COD of ATS and the COD of their uncommissioned generation capacity, in line with the methodology proposed in Petition No. 187/MP/2022. All the generators associated with the PBTL system, except the Petitioner, have cleared the dues against the bills raised by CTUIL and have also declared COD for their entire capacity by the other generators.

(h) As on 10.02.2025, IGESL has not achieved COD for the entire 300 MW, and the bills were raised accordingly. The total pending dues payable by IGESL as on the date are Rs 8.02 crores. Further, CTUIL has been sending the details of outstanding dues which crossed the default trigger date on a daily basis to PFCCCL for publication on the PRAAPTI Portal to enable RLDC/NLDC for the implementation of regulated power



supply as per the LPS Rules, 2022. There has continuous default of 90 days as on 10.02.2025. However, IGESL has not cleared the dues, as the effective regulation of power supply could not be implemented due to non-achievement of COD by IGESL.

### **Hearing dated 27.02.2025**

8. During the course of the hearing, the representatives of the Respondents, CTUIL and SECI, sought permission to file the reply in the matter. Based on their request, the Respondents were permitted to file their respective replies. The Petitioner and SECI were further directed to file the information sought vide RoP for the hearing dated 23.1.2025. CTUIL was also directed to explain on an affidavit whether any action has been taken under Regulation 22.2(d) of the GNA Regulations for encashment of BGs pursuant to Notice dated 7.6.2024.

### **Submissions of CTUIL**

9. CTUIL, vide affidavit dated 7.3.2025 in compliance with the Record of Proceedings for the hearing (RoP) dated 27.2.2025, has submitted that the Petitioner did not pay one-time GNA charges and, accordingly, a reminder email was sent to the Petitioner on 16.7.2024 requesting him to pay the one-time GNA charges. Subsequently, the Petitioner, IGESL, vide email dated 1.8.2024, sought time till 14th August for the submission of the one-time GNA. In the meantime, CTUIL once again reminded him to pay the requisite charges vide email dated 8.8.2024. However, despite the Petitioner's assurance to pay the requisite amount and CTUIL's regular follow-ups, the Petitioner, GESL, did not pay the charges. Accordingly, CTUIL vide letter dated 13.11.2024 invoked the bank guarantee for Rs. Three crore after obtaining the internal approvals. Thereafter, the Petitioner, IGESL, paid the one-time GNA charges of Rs. Three crore on 14.11.2024 in lieu of the encashment of the bank guarantee.

### **Submissions of Respondent No.2, SECI**

10. In compliance with the RoP 23.01.2025, Solar Corporation of India Limited, vide affidavit dated 28.03.2025, has submitted the information as under:

a) In accordance with the Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Wind Power Projects dated 8.12.2017 issued by the Ministry of New and Renewable Energy ('MNRE'), SECI issued two Request for Selection (RfS) dated 12.1.2018 ['Tranche-III'] and 5.2.2018 [Tranche-IV] for setting up of the ISTS Connected Wind Power Projects. SECI entered into six PPAs with the Petitioner's SPVs for the setting up of 50 MW Wind Power Projects (each). SECI, from time to time, has extended the Scheduled Date for achievement of Conditions Subsequent and Financial Closure from 24.12.2018 (Original date as per the PPA) to 31.8.2022, as well as the Scheduled Commissioning Date for the Petitioner's projects from 24.11.2019 to 31.08.2022 (as per the letter dated 30.8.2022). SECI issued six Letters of Award ['LoA'] to the Petitioner for Tranche III and Tranche IV as under:

Allotted Project ID	SPV Name	Applicable Tariff (INR/kWh)	Substation Details for Connectivity	Project Capacity (MW)
WPD-ISTS-T3-IWISL-P1-50GJ	Tempest Wind Energy Pvt. Ltd.	₹ 2.44	220 kV Bay of 765/400/220kV PGCIL Bhuj Pooling Substation	50
WPD-ISTS-T3-IWISL-P2-50GJ	Flurry Wind Energy Pvt. Ltd	₹ 2.44	220 kV Bay of 765/400/220kV PGCIL Bhuj Pooling Substation	50
WPD-ISTS-T3-IWISL-P3-50GJ	Vuelta Wind Energy Pvt. Ltd.	₹ 2.44	220 kV Bay of 765/400/220kV PGCIL Bhuj Pooling Substation	50
WPD-ISTS-T3-IWISL-P4-50GJ	Aliento Wind Energy Pvt. Ltd.	₹ 2.44	220 kV Bay of 765/400/220kV PGCIL Bhuj Pooling Substation	50
WPD-ISTS-T4-IWISL-P1-50GJ	Flutter Wind Energy Pvt. Ltd.	₹ 2.51	220 kV Bay of 765/400/220kV PGCIL Bhuj Pooling Substation	50
WPD-ISTS-T4-IWISL-P2-50GJ	Suswind Power Energy Pvt. Ltd	₹ 2.51	220kV Bay of 765/400/220kV PGCIL Bhuj Pooling Substation	50

b) The Petitioner/SPVs of the Petitioner were directed to submit the documents in line with Article 3.1 of the PPA (conditions subsequent and financial closure), to satisfy SECI that the conditions subsequent stated in Article 3.1 of the PPA have been completed within the extended Scheduled Date for achievement of the Conditions Subsequent and Financial Closure, i.e. by 31.8.2022. However, no documents were submitted by the Petitioner/SPVs of the Petitioner to the satisfaction



of SECI that the conditions subsequent stated in Article 3.1 of the PPA have been fulfilled on 31.08.2022.

- c) The Petitioner on 11.10.2022 sought extension of the Scheduled Date for achievement of the conditions subsequent and financial closure/ scheduled commissioning date till May/June 2023, which was denied by SECI, unless the Petitioner/SPVs of the Petitioner wanted to invoke Article 3.2.1 of the PPA which provides for extension for Scheduled Date for achievement of the conditions subsequent and financial closure on payment of extension charges of Rs. 10000 per day per MW.
- d) Since the matter was pending before the Dispute Resolution Committee, the LTA to the Power Projects was operationalised on 1.2.2023. On 31.1.2023, the Petitioner/ SPVs of the Petitioner again sought an extension up to 1.2.2023. On 21.2.2023, SECI requested the Petitioner to submit a letter from CTUIL regarding the LTA operationalisation to consider a further extension request. As no letter was submitted by the Petitioner, SECI denied the request for extending the Scheduled Commissioning Date.
- e) Dispute Resolution Committee/ MNRE refused to grant any relief to the Petitioner as no concrete implementation plan was provided by the Petitioner even on 26.3.2024, i.e. even after more than 18 months from the extended scheduled commissioning date.
- f) The Petitioner is in breach of the contract for not commissioning the 300 MW up to the scheduled commissioning date. When the Petitioner did not commence supply of the total contracted capacity by the extended scheduled commissioning date, i.e. 31.8.2022, the Petitioner became liable to pay the liquidated damages for the delay beyond the said scheduled commissioning date. By 31.2.2023 (6 months beyond the scheduled commissioning date), the full liquidated damages as per Article 4.6.1 of the PPAs) became payable. The obligation to pay such liquidated damages proportionate to the capacity not commissioned as on 31.02.2023 (6 months from the extended scheduled commissioning date, i.e. 31.08.2022 as per Article 4.6.1 of the PPA) was an accrued right of SECI under the PPA and the performance bank guarantees under the PPAs were encashed by SECI on 9.9.2024.



SECI has not terminated the PPAs entered into with the Petitioner, though SECI is entitled to do so in view of the Petitioner's breach/failure to commence supply till date.

g) The Petitioner, through Petition No. 307/MP/2024 (200 MW under Tranche-III) and Petitioner No. 308/MP/2024 (100 MW under Tranche-IV), has sought extension of time till 31.7.2025. Without prejudice to the above submissions of SECI, if the Petitioner unconditionally commits to establish the 6 x 50 MW (300 MW) projects using 31.7.2025 (as submitted in the prayer of the above two petitions) and generate electricity and supply to SECI and the buying utilities wants to purchase the power under the said 6 x 50 MW (300 MW) capacity from SECI on back to back basis on the same terms and conditions contained in the PPAs entered into with SECI, without any adjustment in the tariff and also without any claim for return of the amount encashed by SECI towards liquidated damages, the Commission may direct the parties in Petition Nos. 307/MP/2024 and 308/MP/2024 to have a tripartite meeting for exploring the settlement proposal and place the same before this Commission for necessary directions.

#### **Hearing dated 25.3.2025**

11. During the course of the hearing, the learned counsel for the Petitioner sought liberty to file a rejoinder to SECI's affidavit and also an additional affidavit to bring on record these subsequent developments in the matter. The Respondent, SECI, also sought liberty to upload SECI's affidavit on the e-filing portal. Vide ROP dated 25.3.2025, CTUIL was directed to file its reply, along with a detailed report after verifying the physical progress of the 300 MW project, the dedicated transmission system and the expected completion timeline. The Petitioner was directed to file the project's updated status in the prescribed format.

#### **Submission of Respondent No. 1 CTUIL**

12. CTUIL, vide affidavit dated 17.4.2025, has made the following submissions:

(a) POWERGRID Bhuj Transmission Ltd (PBTL) implemented the scheme for the establishment of the 2x1500 MVA (765/400 kV), 4x500 MVA (400/220 kV) Bhuj-II

PS (GIS) with 765 kV (1x330 MVAR) and 400 kV (125 MVAR) bus reactor along with the Reconfiguration of Bhuj PS – Lakadia PS 765 kV D/c line so as to establish the Bhuj-II - Lakadia 765 kV D/C line as well as Bhuj-Bhuj-II 765 kV D/C line. The COD for the above assets, excluding 1x1500 MVA (765/400 kV) ICT, was declared w.e.f. 20.08.2022 by PBTL. The COD of balance 1x1500 MVA (765/400 kV) ICT was declared w.e.f. 16.11.2022.

- (b) Bhuj-II PS was planned for the evacuation of the 2000 MW power from various generation projects in the Bhuj area. The common ATS for evacuation of the 2000MW power generation projects at Bhuj area is 2x1500 MVA (765/400 kV), 4x500 MVA (400/220 kV) ICTs at Bhuj-II PS (GIS) and respective terminal bay for the associated generator. As per the provisions of the Sharing Regulations, 2020, the RE generators at Bhuj-II PS would be liable to pay the transmission charges corresponding to the capacity which has not achieved COD, if any, for the mismatch period after commissioning of the entire ATS, i.e. from 16.11.2022 onwards (COD of 2nd 1x1500 MVA (765/400 kV) ICT).
- (c) The transmission charges for the mismatch period on IGESL, along with other generators, have been billed for the period between COD of ATS and COD of their uncommissioned generation capacity in line with the methodology proposed in Petition No. 187/MP/2022. All the generators associated with the PBTL system, except the Petitioner, have cleared the dues against the bills raised by CTUIL and also declared COD for their entire capacity by the other generators.
- (d) As on 8.4.2025, IGESL has not achieved COD for the entire 300 MW for which the LTA was made effective on 1.2.2023, and the bills were raised accordingly. The total pending dues payable by IGESL as on the date are Rs 8.02 crore. Further, CTUIL has been sending the details of outstanding dues, which crossed the default trigger date on a daily basis, to PFCCCL to publish on the PRAAPTI Portal to enable the RLDC/NLDC for the implementation of regulated power supply as per LPS Rules, 2022. As on date, there has been a continuous default of 146 days; however, effective regulation of power supply could not be implemented due to non-achievement of COD by IGESL.

### **Submission by the Petitioner**

13. The Petitioner, vide its rejoinder dated 30.04.2025 to the reply of SECI, has submitted as under:

- (a) SECI extended the Scheduled Commissioning Date, i.e. 24.11.2019 (originally envisaged under the PPA) to the revised date of Scheduled Commissioning as 31.8.2022. Thus, SECI categorically admitted that the delays were beyond the Petitioner's

reasonable control and were due to delays in the operationalisation of Long-Term Access (LTA) at the end of the CTUIL.

(b) The Petitioner intends to develop the 300 MW with 91 WTGS of 3.3 MW each to be developed on 91 different locations. Land has been acquired for the development of the Pooling Substation- II at Samanda. 25 land locations for a 3.3 MW WTG have been acquired, and 33 land locations have been identified for the project. The necessary finances for the procurement are also arranged by the Petitioner. Upon confirmation of the Connectivity of 300 MW, the Petitioner will complete the procurement process.

(c) The Petitioner had already developed the common infrastructure, including 220 kV Transmission line, 220 kV Pooling Substation, Erection of 150 MVA Transformer alongside with all necessary approvals, including but not limited to approval under Section 164 and Section 68 of the Electricity Act, 2003, for the 220 kV Transmission line by incurring substantial expenditure.

(d) The Petitioner has invested an amount of Rs. 63,33,92,403 till date towards the development of the Project of 300 MW Wind Power capacity at Kutch, Gujarat.

14. The Petitioner, vide affidavit dated 30.04.2025, has submitted as below:

- a) The project status as per the format provided in the RoP dated 25.03.2025 has been placed on the record.
- b) On 23.1.2025, CTUIL issued a notice to the Petitioner seeking compliance with Regulation 11A (2) of the GNA Regulations, specifically calling for proof of financial closure within 15 days. On 24.1.2025, CTUIL issued another notice under Regulation 24.6(1)(a)(i), warning of the revocation of 300 MW connectivity due to failure in meeting regulatory timelines and sought an update on the commissioning status within 15 days. In response, the Petitioner vide its letter dated 6.2.2025, informed that the matter is *sub-judice* before the CERC and requested that CTUIL not proceed further, citing ongoing infrastructure work nearing completion. Subsequently, on 3.3.2025, the Petitioner formally requested conversion of the 300 MW connectivity from LOA to Land Route, explaining delays due to force majeure events and significant investments made, and expressed readiness to comply with the relevant regulations. However, on 10.3.2025, CTUIL revoked the 300 MW connectivity and deemed GNA, citing non-commissioning of the capacity within the prescribed timeline and referencing prior notices. This was followed by CTUIL encashing two performance bank guarantees on 13.3.2025, amounting to ₹3 crore and ₹50 lakh respectively. In response, on 22.3.2025, the Petitioner submitted a fresh request to CTUIL not to revoke the connectivity, reiterating

its significant infrastructure development and seeking approval to retain the 300 MW connectivity under the Land Route, while committing to full compliance with regulatory requirements and the Commission's directions.

c) Despite these representations, CTUIL, through its letter dated 10.3.2025, revoked the 300 MW connectivity and deemed GNA on the grounds of non-commissioning by the stipulated deadline of 28.5.2023, in terms of Regulation 24.6 of the GNA Regulations. This was followed by the encashment of two Connectivity Bank Guarantees (Rs. 3 crores and Rs. 50 lakh) on 13.3.2025.

d) Steps taken by the Petitioner in order to complete the project are as below:

(i) Land towards development of the Pooling Substation-II at Samanda has been acquired and duly registered in (i) Book No. 1587 from Page. No. 1 – 29 in the year 2023 with Registration No. 202317600002535 before S.R.O–NALYA District KACHCHH GUJARAT, and (ii) Book No. 1588 from Page. No. 1–27 in the year 2023 with Registration No. 202317600002536 before S.R.O–NALYA District Kachchh, Gujarat. The Petitioner has already incurred an expenditure of an amount of Rs. 1,75,65,000.

(ii) The land for the development of 25 wind turbine generator (WTG) locations, each with a capacity of 3.3 MW, as authorised by multiple Collector Orders issued between June 2022 and November 2024, has been acquired. These orders, including No. JMN-4/WINDMILL/RFMS NO-13750660/2022 dated 24.06.2022, No. JMN-4/WINDMILL/VASI-1289/2021/08/2024 dated 23.8.2024, and others, approve the acquisition of 25 specific land parcels across locations such as Nabhoi, Jatavira, Aral Moti, Tharavda, Ajapar, Kurbai, Vandhya, Deshalpar, and Jamthada. Each location, identified by unique survey numbers and USD codes, spans an area of 100,000 units, and the Petitioner has paid the necessary charges as stipulated in the Collector Orders for the development of this wind energy project.

(iii) The Petitioner has identified 57 additional land locations for the development of a wind energy project, with necessary finances arranged for 24 locations and procurement to be completed for both sets upon confirmation of 300 MW connectivity. The first set of 24 land locations, spread across Sandhan, Dumra, Halapar, Godhra, Bayath, Layja Mota, Bhinsara, Kera, Tumbadi Moti, Dashardi, and Koday, each with an approximate area of 6 acres, is detailed in a chart with survey numbers and unit codes (e.g., OMS-



188, OMS-192). The second set of 33 land locations, located in Bhadali, Vingadiya, Punadi, Kanpar Bhuj, Verka, Dumra, Bayath, Kajachora, Chunadi, Dhunai, Dashardi, Suthari, Ratadiya Mota, Gajod, Don, Nagrecha, Bhinsara, and Beraja, also with approximately 6 acres each, is similarly listed with survey numbers and unit codes (e.g., OMS-142, OMS-153). Procurement for all 57 locations will be finalised once the 300 MW connectivity is confirmed.

(iv) The Petitioner has invested an amount of Rs. 63,33,92,403 till date towards the development of the Project of 300 MW Wind Power capacity at Kutch, Gujarat.

e) The Petitioner vide letter dated 3.3.2025 requested the conversion of the 300 MW connectivity granted at Bhuj II from the LOA route to the Land Route. In addition, as per Regulation 5.8(vii)(c) of the GNA Regulations, the Petitioner is ready to furnish the necessary Bank Guarantee in lieu of Ownership or Lease Right or Land Use Rights of the remaining land towards 50% of the land required for the 300 MW capacity for which permission to retain the connectivity is sought.

f) Regulation 24.6(1)(c) of the GNA Regulations with respect to “Revocation of Connectivity” provides that the connectivity granted to an REGS (other than Hydro generating station) or ESS (excluding PSP) shall be revoked, if LOA or PPA on basis of which the connectivity was granted, is terminated prior to the COD of the Project. Therefore, there cannot be any legal basis for invoking Regulation 24.6 of the GNA Regulations by Respondent No.1, as the PPA has not yet been terminated by SECI.

g) The Petitioner has almost completely developed the common infrastructure towards development of the 300 MW Wind Power Project at Kutch, Gujarat, arrangement of land for substation, and development of the 25 land locations is already in place with further arrangements for another 66 locations, all necessary approvals are already in place along with available wind data and reports, the Petitioner is in a position to commission the first 50 MW within a period of next 6 months from the order of connectivity permission in favour of the Petitioner. In addition, the Petitioner made the necessary arrangements for the development of the remaining 250 MW progressively over a short period of time. In light of the facts that the Petitioner is better placed in comparison to a new developer towards development of the 300 MW Wind Power Project to utilise the connectivity at Bhuj Pool – II (which is the most precious and rarely available resource).

### **Submissions of Petitioner in IA 45/2025**

15. The Petitioner, vide its IA No. 45/2025, has reiterated the submissions made in the Petition, and the same are not repeated herein for the sake of brevity. The Petitioner has additionally submitted that CTUIL issued a notice dated 23.1.2025 to the Petitioner to demonstrate compliance with the provisions of Regulation 11A (2) of the GNA Regulations within 15 days of this notice. It was also categorically informed that non-submission of this information within the stipulated period shall imply that Financial Closure has not been achieved. Appropriate action shall be taken in terms of Regulation 11B of the GNA Regulations.

### **Hearing Dated 7.5.2025**

16. During the course of the hearing, the Petitioner and the Respondents, SECI and CTUIL, made detailed submissions and concluded their respective arguments in the matter. Considering the submissions of the Parties, the Commission reserved the matter for order.

### **Analysis and Decision**

17. In the present Petition, the Petitioner has sought direction to CTUIL to retain the connectivity under the LOA/PPA route or Land route and not to re-allocate the 300 MW connectivity at Bhuj-II Ps to any other entity and reserve it for the Petitioner.

18. The Respondent, SECI, has submitted that SECI entered into six PPAs with the SPVs of the Petitioner for setting up the Wind Power Project of 50 MW (each). SECI, from time to time, has extended the Scheduled Date for achievement of Conditions Subsequent and Financial Closure from 24.12.2018 (Original date as per the PPA) to 31.8.2022, as well as the Scheduled Commissioning Date for the Petitioner's projects from 24.11.2019 to 31.8.2022. The SECI has further submitted that the Petitioner/SPVs of the Petitioner was directed to submit the documents in line with Article 3.1 of the PPA (conditions subsequent and financial closure), to satisfy SECI that the conditions subsequent stated in Article 3.1 of the PPA have been completed within the extended Scheduled Date for achievement of

the Conditions Subsequent and Financial Closure i.e. by 31.8.2022. However, no documents were submitted by the Petitioner/SPVs in this regard. The Petitioner on 11.10.2022 sought extension of the Scheduled Date for achievement of the conditions subsequent and financial closure/ scheduled commissioning date till May/June 2023, which was denied by SECI on the ground of non- invocation of Article 3.2.1 of the PPA which provides for extension for Scheduled Date for achievement of the conditions subsequent and financial closure on payment of extension charges of Rs. 10000 per day per MW. Since the matter was pending before the Dispute Resolution Committee, the LTA to the Power Projects was operationalized on 1.2.2023. On 31.1.2023, the Petitioner/ SPVs of the Petitioner again sought an extension up to 1.2.2023. On 21.2.2023, SECI requested the Petitioner to submit a letter from CTUIL regarding the LTA operationalisation to consider a further extension request. As the Petitioner submitted no letter, SECI denied the request for extending the Scheduled Commissioning Date. Subsequently, the Dispute Resolution Committee/MNRE refused to grant any relief to the Petitioner as no concrete implementation plan was provided by the Petitioner even on 26.3.2024, i.e. even after almost 18 months after the extended scheduled commissioning date. The Petitioner is in breach of the contract for failing to commission the 300 MW by the scheduled commissioning date. When the Petitioner did not commence supply of the total contracted capacity by the extended scheduled commissioning date, i.e. 31.8.2022, the Petitioner became liable to pay liquidated damages for the delay beyond the said scheduled commissioning date. The obligation to pay such liquidated damages proportionate to the capacity not commissioned as on 31.02.2023 (6 months from the extended scheduled commissioning date, i.e. 31.08.2022 as per Article 4.6.1 of the PPA) was an accrued right of SECI under the PPA, and the performance bank guarantees under the PPAs have been encashed by SECI on 9.9.2024.

19. CTUIL has submitted that as on 10.2.2025, the Petitioner has not achieved COD for the entire 300 MW, and the bills were raised accordingly. The total pending dues payable by the Petitioner as on the date are Rs 8.02 crore. Further, CTUIL has been sending the details of outstanding dues that crossed the default trigger date on a daily basis to PFCCL to publish on the PRAAPTI Portal to enable the RLDC/NLDC for the implementation of regulated power supply as per the LPS Rules, 2022. There has continuous default of 90 days as on 10.2.2025. However, the Petitioner has not cleared the dues, as the effective regulation of power supply could not be implemented due to its non-achievement of the COD.

20. We have considered the submissions made by the Petitioner and the Respondents and perused the documents available on record. Pursuant to Tariff-Based Competitive Bidding conducted in accordance with the MNRE Guidelines dated 8.12.2017 for Tranche III and Tranche IV for setting up of the ISTS Connected Wind Power Projects, SECI entered into six PPAs of 50 MW each with the Petitioner with a combined capacity of 300 MW (T3-200 MW; T4-100 MW). To implement the 300 MW Wind Power Project (WPP), the Petitioner, Inox Green Energy Services Limited (IGESL), applied for the 300 MW connectivity at Bhuj-II PS through the LOA route on 26.7.2021.

21. At appropriate times, SECI kept extending the Scheduled Date for achievement of the Conditions Subsequent and Financial Closure from 24.12.2018 (Original date as per the PPA) to 31.08.2022. Similarly, the Scheduled Commissioning Date for the Petitioner's projects was also extended from 24.11.2019 to 31.08.2022 (as per the letter dated 30.08.2022) for all six projects. Thereafter, no extension of SCOD was granted to the Petitioner by SECI, despite the Petitioner's requests on 11.10.2022 and 31.1.2023. The Petitioner has also filed Petition Nos. 307/MP/2024 and 308/MP/2024 seeking extension of time for performance of contractual obligations under the Power Purchase Agreement dated

24.5.2018 on account of force majeure events and seeking consequent relief. In the aforementioned Petitions and also in the present Petition, the Petitioner has informed that it had also approached the Dispute Resolution Committee on 14.10.2022 seeking an extension of the deadline for achieving the conditions subsequent and the financial closure of the Projects till the commissioning of the Projects. However, the Committee rejected the Petitioners' appeal only on 2.9.2024 and did not grant any relief to the Petitioner.

22. SECI has contended that when the Petitioner did not commence supply of the total contracted capacity by the extended scheduled commissioning date, i.e. 31.8.2022, it became liable to pay the liquidated damages for the delay beyond the said scheduled commissioning date. Since the issue of extension of COD is pending adjudication in Petition Nos. 307/MP/2024 and 308/MP/2024 and beyond the scope of the instant Petition, the contentions pertaining to the extension of COD, or liquidated damages relating thereto, shall be dealt with in those Petitions.

23. It is pertinent to mention that the connectivity/ deemed GNA of the Petitioner was made effective on 1.2.2023 after commissioning of the transmission system for the LTA. The parties have also made submissions on the levy of one-time GNA Charges under the GNA Regulations, 2022, for the 300 MW @ INR 1 Lakh/MW and bilateral charges on the Petitioner. However, these issues are beyond the scope of the present Petition and shall be dealt with by CTUIL in accordance with relevant CERC Regulations.

24. It is noted that the scope of the present Petition is limited to the Petitioner's prayer to retain connectivity either through the LOA/PPA route or the Land BG route. The Petitioner also prayed that the 300 MW connectivity at Bhuj-II Ps not be reallocated to any other entity and that it be reserved for the Petitioner. The aforesaid prayers of the Petitioner are dealt with in subsequent paragraphs.

25. During the pendency of the Petition, CTUIL issued a notice on 23.1.2025 to the Petitioner seeking compliance with Regulation 11A(2) of the CERC Regulations, 2022, specifically calling for proof of Financial Closure within 15 days. CTUIL issued a subsequent notice on 24.1.2025 under Regulation 24.6(1)(a)(i), warning of revocation of 300 MW connectivity due to failure in meeting regulatory timelines, and sought an update on the commissioning status within 15 days. In response, the Petitioner, vide letter dated 6.2.2025, informed the CTUIL that the matter was sub judice before the CERC and requested CTUIL not to proceed further, citing ongoing infrastructure work nearing completion. Subsequently, on 3.3.2025, the Petitioner formally requested conversion of the 300 MW connectivity from LOA to Land Route, explaining the delay due to force majeure events and significant investments made, and expressed readiness to comply with relevant regulations. However, on 10.3.2025, CTUIL revoked the 300 MW connectivity and deemed GNA, citing non-commissioning of the capacity within the prescribed timeline and referencing prior notices.

26. The Petitioner, has submitted that execution of its 300 MW Wind Power Project in Kutch, Gujarat, has faced significant delay due to prolonged delay in land allotment stemming from changes in the Gujarat government's land allocation policy, the late completion of essential evacuation infrastructure such as the Bhuj GSS and transmission lines, and the delayed grant of Stage II Connectivity, which created uncertainty for lenders and hindered financing. The COVID-19 pandemic further compounded these issues by disrupting supply chains and workforce availability. The Petitioner has submitted that despite the aforesaid reasons, it has invested Rs 63.33 crore to develop the project, including a 220 kV transmission line and substation, the purchase of a 150 MVA transformer, the acquisition of land for a pooling substation, and securing necessary approvals, while also providing the required bank guarantees.

27. It is pertinent to mention that the CTUIL was directed to verify the status of the Project. Based on the direction of the Commission, CTUIL has verified the progress of the Petitioner's projects as under:

<b>Particular</b>	<b>Wind Power Project (300MW)</b>
Date of application for connectivity	26.07.2021
Connectivity Route (LoA/PPA/Land or Land BG)	LoA Route
Quantum of Connectivity granted	300 MW
Start Date of Connectivity (or Date from which LTA is granted)	30.03.2022 or the availability of the transmission system, whichever is later
SCOD of the project as per the application/revised SCOD by REIA	31.10.2021/31.08.2022
Status of LOA/PPA as on the date	PPA terminated, PBG of 300 MW got encashed by REIA
Maximum period for project execution with LD as per PPA	31.03.2023
Date of final grant after transition in GNA Regulations	Deemed GNA
Dedicated transmission system (under Petitioner's scope)	IGESL – Bhuj II 220 kV S/c line (on D/c tower) along with associated bay at generation end
Common Transmission System augmentation for connectivity	<ol style="list-style-type: none"> <li>Establishment of 2x1500 MVA (765/400 kV), 4x500 MVA (400/220 kV) Bhuj-II PS (GIS).</li> <li>Reconfiguration of Bhuj PS- Lakadia PS 765kV D/c line at Bhuj-II PS so as to establish Bhuj II - Lakadia 765 kV D/c line and Bhuj-Bhuj II 765 kV D/c line.</li> <li>Establishment of 2x1500 MVA, 765/400 kV Lakadia PS.</li> <li>LILO of Bhachau - EPGL 400kV D/c (triple) line at Lakadia PS.</li> <li>Bhuj PS- Lakadia PS 765 kV D/c line.</li> <li>Lakadia- Vadodara 765 kV D/c line.</li> <li>Lakadia- Banaskantha 765 kV D/c line.</li> </ol>
Capacity commissioned (in MW)	Nil
Expected COD of balanced capacity	<p>As stated by the developer, he still wants to continue the project, though their PPA got terminated and would like to develop the project for open access once they get clarity about Connectivity.</p> <p>If connectivity gets revived, commissioning will take 24 months from the date of conversion of the Criteria of Connectivity from the LOA route to the Land BG route (if permitted), and the first 50 MW are expected to be commissioned in 6 months from conversion.</p>
Date of effectiveness of connectivity/ GNA	01.02.2023
Date of Revocation of connectivity	10.03.2025



Date of applicability of Revocation			10.03.2025		
Particular as on date 23.03.2025			Wind Power Project – 300 MW		
	Require d/ applied	Installed/ acquired/ completed	Status of balance		Remarks/ expected date of completion
			at site	Schedule of supply	
WTG (nos)	91 turbine of capacity 3.3 MW are required to Commission the project.	0	Details not furnished by the developer		Details not furnished by the developer
Land (for no of WTG)	91	25 locations for WTGs are acquired. (During the site visit, it was informed by the developer that the Lease deed for 25 locations has been done.)	66	Details not furnished by the developer	Once the decision on connectivity is finalised, the developer intends to acquire the balance of the land.
WTG foundations	91	0	0	Details not furnished by the developer	Details not furnished by the developer
WTG erections - Tower	91	0	0		
WTG erections - Nacelle	91	0	0		
WTG erections – Hub and Blade	91	0	0		
CEA approval for energisation	91	0	0	Details not furnished by the developer	Details not furnished by the developer
Status of charging/ trial run	91	0	0		
<b>Particulars related to Dedicated Transmission System:</b>					



	Required	Completed	Status of balance	CEA approval for energisation	Status of charging/trial run
<b>No. of Pooling Stations:</b>	1	The substation is almost completed (with 1 no. The 150MVA transformer is about to be charged at the time of the visit.	2 more transformers for 100 MVA is ordered but kept on hold due to uncertainty of the connectivity.	CEA certificate received for partial scope, i.e. 220kV Bay No. 201, 202, 204 & 206; 33kV Bay No. 301, 302, 303, 304, 321 and 220/33kV 150MVA Transformer-1 at Samandha PSS of M/s IGESL (documents attached)	Under Process
<b>DTL Tower foundations (nos.)</b>	26	26	0	Pending	Details not furnished by the developer
<b>DTL towers erection (nos.)</b>	26	26	0		
<b>DTL stringing (ckm)</b>	7.2 km	Stringing completed except one section connecting D/c tower to M/c tower	1 section remaining for stringing at the time of visit.		
<b>Terminating bays</b>	1 Bay	1 Bay (Completed, yet to be charged at the time of visit)	Nil	Received	Details not furnished by the developer
<b>Particular of Financial Closure (FC)*</b>					
	<b>Compliance date</b>	<b>Actual Date of Financial closure</b>	<b>Date FC submitted to CTUIL</b>	<b>CTUIL remarks on FC, if any</b>	<b>Remarks</b>



\*Notice was issued to M/s IGESL on 23.01.2025 to submit the information regarding the status of financial closure, along with proof of Financial Closure, within fifteen (15) days of issuance of notice. In response to the above notice, M/s IGESL has not submitted any FC documents. However, M/s IGESL vide letter dated 06.02.2025 requested not to take any action towards non-compliance with financial closure achievement and stated that the matter relating to commissioning of 300 MW capacity is already sub-judice before the Commission vide Petition No.428/MP/2024.

However, as the above matter does not pertain to compliance under Regulation 11A (2) of CERC GNA Regulations, 2022, it was concluded that M/s IGESL has failed to achieve financial closure within the timelines specified in the Regulations.

<b>Particulars of funding of the project:</b>					
	<b>Loan Disbursement by the lender</b>	<b>Payment released to parties either from loan/equity</b>		<b>Committed Amount as on date (in Rs.)</b>	
	<b>Amount (Rs.)</b>	<b>Date</b>	<b>Amount (Rs.)</b>	<b>Date</b>	
1.	As submitted by M/s IGESL, Project funding and disbursement will happen only after M/s IGESL is able to secure connectivity firmly in the name of the entity for implementing the project in open access mode. So far, all expenses towards the project have been funded through internal accruals.				
<b>Status of Bilateral Billing for Transmission Charges:</b>					
<b>Transmission system for which bilateral billing is being done</b>	<b>Particulars of bilateral billing</b>				
	<b>Billing month</b>	<b>Bill date</b>	<b>Payment date</b>	<b>Pending Amount, if any (in Rs.)</b>	<b>LPS trigger date, if applicable</b>
2x1500 MVA (765/400 kV), 4x500 MVA (400/220 kV) ICTs at Bhuj-II PS (GIS)	Jan' 23 to Aug' 24	30.08.2024		8,01,70,465	14.11.2024

28. From the above, the following is noticed:

- Out of the total 91 Wind turbines of 3.3 MW each, lease deeds for the 25 locations are done (as informed by the Petitioner), and none of the wind turbine is installed. Further, no supply schedule for the Wind Turbine has been provided by the Petitioner to CTUIL
- The one pooling station under the scope of the Petitioner is yet to be charged.
- The Petitioner has not achieved financial closure for the project, and till date, the project has been funded through internal accruals.
- The Petitioner has not discharged the bilateral bills amounting to Rs. 8.02 crore raised for transmission charges towards system augmentation for its power evacuation.

29. Pursuant to the direction given by the Commission vide Record of the Proceedings for the hearing dated 25.3.2025, the Petitioner, vide affidavit dated 29.04.2025, has also submitted physical progress similar to the progress submitted by the CTUIL above. The

only progress in the project is towards the development of the dedicated transmission system and the acquisition of some land for the project, for which the Petitioner has claimed an investment of about 63 crore. According to the Petitioner, it will acquire the balance of the land and achieve financial closure once connectivity is firmly secured. Moreover, the Petitioner vide above affidavit dated 29.4.2025 has also submitted that the Respondent, CTUIL, vide its letter dated 10.3.2025, has revoked the connectivity and deemed GNA granted to the Petitioner, citing the non-compliance of Regulation 24.6(1)(a)(i) of the GNA Regulations.

30. We have also noted that SECI has extended the SCOD of the projects multiple times and, in the end, denied further extension, against which the Petitioner approached the Dispute Resolution Committee (DRC) of the MNRE's Dispute Resolution Mechanism. The DRC on 24.5.2024 issued its recommendations. The relevant portion of the recommendation of the Dispute Resolution Committee is as under:

*“Analysis by DRC:*

- a) *DRC heard the entire arguments of WPD and SECI in detail. DRC has discussed the matter internally on 9.4.2024, 26.4.2024 and 29.4.2024. It is noteworthy that in the DRC vide application dated 14.10.2022, WPD submitted that as per PPA, the Scheduled Commissioning Date (SCD) of the 4X50 MW projects were 24.11.2019 and 2X50 MW projects were 29.2.2020 and the Scheduled date for financial closure for these projects were 24.12.2018 and 30.3.2019 respectively. As against this original timeline, in response to the specific query of the DRC it was informed by the WPD to consider their request for extending SCD favourably by a minimum period of 12-15 months from the date of confirmation by SECI. This itself shows that very little physical progress has been made on the project. Also, it shows that the overall time taken in the project execution will be more than six years. This magnitude of delay is a huge loss of opportunity for the nation. The question before the DRC is whether the entire delay is attributable to circumstances totally beyond the control of the developer or whether some part of the delay was triggered by the action/ or lack of action on the part of the developer himself.*
- b) *In this connection, DRC has taken note of the fact that the Stage II connectivity and LTA was granted by CTUIL vide letter dated 5.10.2020. It was revoked by CTUIL due to inexplicable non-submission of Con-BG by WPD. To that extent the delay can partially be attributable to the WPD.*
- c) *Thereafter, the WPD reapplied for the Stage II and LTA application on 16.2.2021 for all of its 6 SPVs at Bhuj-II PSS only with the LTA start date of 31.10.2021. The same was*

granted by CTUIL in its 57<sup>th</sup> Meeting. However, the connectivity and LTA granted by CTUIL was again revoked by CTUIL due to non-compliance by WPD and non-submission of Con-BG by WPD once again. The claim that they did so in order to save the amount of Bank Guarantee is not a convincing argument, because the bank guarantee would have been refunded to the developer on completion of the project. And in a huge project for setting up the capacity of 300 MW giving a bank guarantee of Rs. 21 crores as against Rs. 3.5 crore should have been absorbed as commercial contingency in the interest of timely completion of the project.

- d) Finally, WPD reapplied LTA in the name of a single entity for entire 300 MW which required a bank guarantee of Rs. 3.5 Cr. Only (as against the Bank Guarantee required for Rs. 21 Cr for 6 projects of 50 MW each). From the above analysis, it can be stated that WPD applied three times for seeking connectivity and LTA at Bhuj II PSS for 6 of its projects (4X50 MW and 3X50 MW). It is also evident that lot of time elapsed only for availing connectivity and LTA approvals from CTUIL and no progress at the site could be observed by SECI. Clearly, the WPD cannot be absolved of its responsibility in the delay accruing on this score.
- e) DRC further looked at the progress of the project as the LOAs were issued in 2018 and PPA's were also signed in 2018 however, no significant physical progress can be seen in the project since 2018 to 2022. It has been observed that SECI had given sufficient time to enable WPD to fulfil its obligations under the RFS/PPA.
- f) Even in the additional information provided by the WPD on 26<sup>th</sup> March and 27<sup>th</sup> March 2024, as requested by DRC on 22.3.2024, the physical progress of the projects is found to be unsatisfactory. For example, it is construed from the response of the WPD that the land required for this project has not yet been acquired fully, some of the government land required for the project have not even been applied for. In fact, the developer has not given specific details with regards to the total land required for the project and the land actually in their procession. This is indicative of a lack of seriousness on their part even at this late stage.

a. Recommendation of the DRC:

- i) After examining the above submission of M/s IGSEL and SECI and looking at the present status of project, DRC is of the view that M/s IGSEL have not adhered to the project timelines and failed to carry out its obligations as per the terms and conditions of the RFS & PPA within the given timelines. They have neither been able to justify the undue delay in execution of the project nor been able to give a concrete timeline with supporting evidence to execute the project in support of their appeal before the DRC. Despite lapse of around six years since award of the contract, WPD has not been able to even purchase/ acquire the land required for the project.
- ii) Therefore, DRC does not see any merit in the request made by M/s IGSEL and does not recommend any further extension in the timeline to submit the documents for compliance of conditions subsequent and financial closure of 4X50 MW and 2x50 MW Wind Power Projects and in the Scheduled Commissioning Date.
- iii) Further DRC also recommends no relief from encashment of PBG."

It is noticed that the Dispute Resolution Committee, as on 24.5.2024 (18 months after the extended SCOD on 31.8.2022), examined the progress of the project and recommended that the Petitioner failed to justify the delay in execution of the project. Further, the Petitioner was unable to even purchase/ acquire land for the project, achieve financial closure of the project, which also indicated a lack of seriousness. The DRC has further pointed out that the delay clearly indicates minimal physical progress on the project, suggesting that the total time required for project execution will exceed six years. The key question before the DRC was whether this entire delay could be attributed solely to factors beyond the developer's control, or whether a portion of the delay was caused by the developer's own actions or inaction. The developer had not provided specific details regarding the total land required for the project and the land it actually possesses. In view of the lapses on the part of the Petitioner, the DRC found no merit in the Petitioner's request. Accordingly, it did not recommend any further extension of the timelines for the submission of documents related to compliance with conditions subsequent, achievement of financial closure for the 4 x 50 MW and 2 x 50 MW Wind Power Projects, or extension of the Scheduled Commissioning Date.

31. We have noted that the report of the Dispute Resolution Committee dated 24.5.2024 reflects the casual attitude of the Petitioner towards the implementation of the project. While the contentions raised with regard to the extension of COD shall be dealt with in Petition Nos. 307/MP/2024 and 308/MP/2024, it is evident that the project's current status presents a highly unsatisfactory state of affairs. The Petitioner neither achieved financial closure nor made any significant progress with regard to project activities. The physical status and financial progress as on 17.04.2025 were almost the same as presented before the DRC.

32. DRC has rejected the request of the Petitioner for extension of COD on the grounds of unexplained delay in project execution and lack of clarity on implementation timelines,

even during the proceedings before the DRC. We note that, even after rejection by the DRC on 24.5.2024, the Petitioner approached the Commission for extension of COD through Petition Nos. 307/MP/2028 and 308/MP/2024 only in September 2024, i.e., more than three months after the DRC report. Subsequently, it was also found from the status report submitted by CTUIL and the Petitioner in April 2025 that the project has achieved negligible progress from the award of the project until the DRC proceedings, and even subsequently until the present matter was reserved for order.

33. From the above, it is clear that the Petitioner has been holding onto the Connectivity for the last six years, which is a scarce resource. We also find that CTUIL has delayed the revocation of connectivity. When the Petitioner had not achieved COD by 28.5.2023, i.e. even nine months after the extended SCOD of 31.8.2022, CTUIL ought to have revoked the connectivity in 2023, particularly when the Commission had not granted any protection against revocation in Petition Nos. 307/MP/2024 and 308/MP/2024. The revocation of connectivity until 10.3.2025 stranded connectivity for almost 20 months. Timely revocation could have allowed other generators to utilise the same connectivity during the said period. The conditions for providing the LOA/LAND/BG when applying for connectivity, in case of REGS, have been specifically included in the GNA Regulations to address the issue of squatting. Subsequent milestones, such as Financial Closure and commercial operation, ensure that the Petitioner is not merely blocking connectivity but is indeed serious and sincere about bringing the project to fruition.

34. In light of the above, we are of the considered view that the connectivity revoked by CTUIL is in order. The Petitioner has taken undue advantage of the delay in revocation of connectivity and has not made out a case in the present petition to protect its connectivity. If the Petitioner intends to implement the project in good faith, it may apply afresh for the connectivity to CTUIL in accordance with law.

35. Petition No. 428/MP/2024, along with the IA No. 45/2025, is disposed of in terms of the above.

Sd/-

**(Ravinder Singh Dhillon)**  
Member

sd/-

**(Harish Dudani)**  
Member

sd/-

**(Ramesh Babu V)**  
Member

sd/-

**(Jishnu Barua)**  
Chairperson