

**CENTRAL ELECTRICITY REGULATORY COMMISSION
NEW DELHI**

Petition No.21/MP/2026

Subject : Petition under Section 79(1)(c) and (k) of the Electricity Act, 2003 read with Regulation 41 and 42 of the Central Electricity Regulatory Commission (Connectivity and General Network Access to the interstate Transmission System) Regulations, 2022 *inter alia* seeking relaxation from submission of Conn-BG 2 in terms of Regulation 37.10(b) read with Regulation 8.2(a).

Petitioners : Enfinity Global Clean Energy Pvt. Ltd. (EGCEPL) and Ors.

Respondent : Central Transmission Utility of India Limited (CTUIL)

Date of Hearing : **24.2.2026**

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

Parties Present : Shri Venkatesh, Advocate, EGCEPL
Shri Suhael Buttan, Advocate, EGCEPL
Shri Nikunj Bhatnagar, Advocate, EGCEPL
Ms. Anisha Upadhyay, Advocate, CTUIL
Shri Swapnil Verma, CTUIL
Shri Siddharth Sharma, CTUIL
Shri Lashit Sharma, CTUIL

Record of Proceedings

Learned counsel for the Petitioners submitted that the present petition has been filed *inter alia* seeking relaxation from submission of Conn-BG 2 in terms of Regulation 37.10(b) read with Regulation 8.2(a) of the GNA Regulations, 2022, on the ground that Regulation 37.10(b) is not applicable on the connectivity applications submitted by Petitioner Nos. 2 & 3, EG Pavan and EG Solaire, as Conn-BG2 submitted by EGCEPL fulfils the requirement mentioned under Regulation 8.2(a). He further submitted that in-principle connectivity was granted on 2.9.2025 at Kalyanpur PS, Petitioner Nos. 2 and 3 share the DTL and 220 kV terminal bay with Petitioner No. 1, and that although CTUIL's in-principle grant dated 2.9.2025 recorded no Conn-BG2 (towards terminal bay) for Petitioner Nos. 2 and 3, CTUIL, *vide* letter dated 5.12.2025, thereafter sought Conn-BG2 from them under Regulation 37.10(b) (Third Amendment w.e.f. 9.9.2025) despite the shared bay already being fully secured through EGCEPL's Conn-BG2 and connectivity having been granted prior to the said Amendment. The learned counsel argued that, since Regulation 8.2(a) uses the expression "per terminal bay", Conn-BG2 is to be furnished on a "per terminal bay" and not on a "per applicant" basis, as the instrument is meant to secure the cost of the bay itself. It was, therefore, suggested that, if required, the three Petitioners may furnish Conn-BG2 of Rs. 1 crore each so as to collectively meet the Rs. 3 crore requirements for the single shared bay.

2. Learned counsel for the Respondent, CTUIL, submitted that no statutory provision is to be interpreted in isolation and that Regulation 8.2(a) must therefore be read with Regulation 5.7, which mandates that “applicable Connectivity Bank Guarantee as per Regulation 8 of these regulations shall be submitted by each such Applicant”. The Petitioners’ contention regarding Conn-BG2 as a “per terminal bay” obligation is based on a selective reading of Regulation 8.2(a). It was further submitted that the Third Amendment to the GNA Regulations, effective from 9.9.2025, governs Regulation 37.10(b) and applies to all cases where in-principle connectivity has been granted but final approval is pending. Under Regulations 7.1 and 7.2 (Augmentation without ATS), Regulation 37.10(b)(i) requires that unfurnished Conn-BG1, Conn-BG2, and Conn-BG3 (as applicable) “shall be furnished in terms of the Third Amendment for further processing of the application”. Conn-BG2 furnished by one Applicant alone cannot meet the requirement for the others.

3. After hearing the learned counsels for the Parties at length, the Commission reserved the matter for order.

By order of the Commission
Sd/-
(T.D. Pant)
Joint Chief (Law)