

**CENTRAL ELECTRICITY REGULATORY COMMISSION
NEW DELHI**

Petition No. 42/MP/2024 along with IA No. 14/2024 and 69/2024

Coram:

Shri Jishnu Barua, Chairperson

Shri Ramesh Babu V., Member

Shri Harish Dudani, Member

Shri Ravinder Singh Dhillon, Member

Date of Order 26.05.2026

In the matter of:

Petition Under Section 79(l)(c) & 79(1)(f) of the Electricity Act, 2003 and all other enabling provisions

And

In the matter of:

JSW Renew Energy Ltd.,
JSW Centre, Bandra Kurla Complex,
Bandra (East), Mumbai- 400051

..... **Petitioner**

Versus

1. Central Transmission Utility of India Limited

Suadamini, Plot No.2, Sector-29,
Near IFFCO Chowk Metro Station
Gurugram, Haryana-122001

2. Karur Transmission Ltd

9th floor, A-wing,
Statesman House, Connaught Place,
New Delhi-110001

3. Southern Regional Power Committee

29, Race Course Cross Road,
Bengaluru-560009

..... **Respondent(s)**



Parties Present:

Shri Aman Anand, Advocate, JSWREL
Shri Aman Dixit, Advocate, JSWREL
Ms. Natasha Debroy, Advocate, JSWREL
Ms. Srishti Gupta, Advocate, JSWREL
Shri Amit Kapur, Advocate, KTL
Shri Guarav Dudeja, Advocate, KTL
Ms. Anumeha Smiti, Advocate, KTL
Ms. Suparna Srivastava, Advocate, CTUIL
Ms. Arshiya, Advocate, CTUIL
Shri Afak Pothiawala, KTL
Shri Lashit Sharma, CTUIL
Shri Yogeshwar, CTUIL

ORDER

JSW Renew Energy Ltd has filed the instant Petition against the levy of bilateral transmission charges, amounting to Rs.36,67,213/- and Rs. 1,83,36,065/- on it, by the Central Transmission Utility Ltd. (CTUIL/Respondent No. 1) on behalf of Karur Transmission Ltd. (KTL/Respondent No. 2), i.e. the Transmission Service Provider (TSP), vide invoices dated 06.12.2023 (pertaining to the period 24.10.2023 to 31.10.2023) and invoices dated 01.01.2024 (pertaining to the month of November, 2023), respectively ('Impugned Invoices').

2. Based on the Petitioner's request during the hearing on 19.04.2024 for amending the Petition, the commission vide RoP of this hearing allowed the Petitioner to file the amended Petition. Subsequently, the Petitioner vide affidavit dated 08.05.2024 has filed the amended Petition along with amended prayers. Accordingly, the amendment Petition has been discussed under this Order.
3. The Petitioner has made the following prayers in the amended Petition:
 - (a) *Hold and declare that the Petitioner, in terms of the MOP direction under section 107 of the Act, dated 15.01.2021 and MOP orders dated 23.11.2021, 30.11.2021 and 09.06.2023, is not liable for payment of any transmission charges; or;*
 - (b) *Strictly in the alternative, hold and declare that the Petitioner is liable only for the transmission charges for Associated Transmission System, corresponding to Connectivity generation capacity of only 100 MW, i.e. the connectivity capacity which has not achieved COD and for which the ATS has achieved CoD; and*



- (c) *Set aside the Impugned Invoices dated 06.12.2023 and 01.01.2024; and direct the Respondents to rectify/ revise the Regional Transmission Account Statement; and/or*
- (d) *pass any other order(s), as it may deem fit in the interest of justice.*

Prayer in IA.No.14/2024

- (a) *Stay the recovery of transmission charges as levied in invoice no. 94401480 dated 06.12.2023 and invoice no. 94401497 dated 01.01.2024; and*
- (b) *Restrain the Respondents from claiming/ raising any further invoice for payment of transmission charges, not corresponding to the connectivity capacity/ operationalized GNA capacity of the Petitioner i.e. 100 MW; and*
- (c) *Restrain the Respondent No. 1, from taking any coercive action against the Petitioner in relation to such wrong invoicing; and*
- (d) *pass any other order(s), as it may deem fit in the interest of justice.*

Prayer in IA.No.69/2024 by Respondent No.2

- (a) *Allow the present Application*
- (b) *Clarify/ pass appropriate direction to ensure recovery for payment of 100% of transmission charges of Respondent No. 2's Project as per TSA*
- (c) *Pass any such further order as this Hon'ble Commission may deem just and proper in the circumstances of the case*

Submissions of Petitioner

- 4. The Petitioner, vide the amended Petition, has made the following submissions:
 - a) The Petitioner, JSW Renew Energy Ltd., a company registered under the Companies Act, 2013, is a wind and solar power developer, involved in the generation and sale of power from renewable energy sources.
 - b) The Petitioner JSW Solar Ltd was issued a letter of award dated 25.09.2020, for the development of a 310 MW ISTS-connected blended wind power project. Later, JSW Solar Ltd. was renamed JSW Future Energy Ltd., a 100%-owned special-purpose vehicle formed to develop a 310-MW ISTS-connected blended wind power project.
 - c) Subsequent to the bidding, SECI entered into back-to-back Power Sale Agreements (PSA) dated 30.06.2021 and 02.07.2021, with the West Bengal State Electricity Distribution Company Ltd. (WBSEDCL/100 MW) and Chhattisgarh Discoms (170 MW) respectively; and a Power Purchase Agreement (PPA) with the Petitioner, for generation, purchase and sale of power, on 27.07.2021.

- d) Stage II connectivity for 310 MW was granted to the Petitioner on 31.12.2020 by Respondent No. 1 w.e.f. 31.10.2022 or the availability of the common transmission system, whichever is later.
- e) The Petitioner was granted long-term access (LTA) for 100 MW on 07.05.2021 by Respondent No. 1, which was later amended vide letter dated 03.02.2022 to change the target region; and the start date of the grant was extended from 01.06.2022 to 18.07.2023, for the same quantum of power. The elements of the Common Transmission system for connectivity/LTA of 100 MW are as under:
- Establishment of Karur PS with 2x500 MVA, 400/230kV ICTS
 - LILO of both circuits of Pugalur - Pugalur (HVDC) 400kV D/c line (with quad moose ACSR conductor) at Karur PS
 - 2x125 MVA, 400 kV bus reactors at Karur PS
- f) Subsequently, a transmission services agreement (TSA), dated 02.11.2021, was executed between the Petitioner and Respondent No. 2.
- g) On 03.02.2022, LTA was granted to Petitioner for 170 MW with injection region Tamil Nadu/SR and Target Region WR, w.e.f. 31.01.2024 (tentative). On 14.02.2023, the date for the grant of 170 MW has been revised from 31.01.2024 to 16.07.2024. Upon completion of the formalities relating to transition, 270 MW of LTA was converted to 270 MW of GNA by Respondent No. 1 on 21.09.2023. GNA for 170 MW (out of 270 MW) is not operationalised since the transmission system (being executed by Adani Transmission Ltd.) has not achieved CoD.
- h) On 06.07.2022, Respondent No. 2 invoked the force majeure clause under the TSA. This claim was rejected by the Petitioner vide its letter dated 14.07.2022.
- i) The transmission system of Respondent No. 2 was finally commissioned on 24.10.2023, and the Petitioner was intimated about the same vide letter dated 28.10.2023.
- j) Respondent No.1, noting the fact that the transmission system has been commissioned by Respondent No. 2 on 24.10.2023, communicated the operationalisation of GNA for the evacuation of 100 MW power to the Petitioner, vide letter dated 30.10.2023, w.e.f. from 31.10.2023.
- k) As such, the GNA for 100 MW stands wrongly operationalised w.e.f. 31.10.2023, though the SCOD has been extended by SECI on 17.07.2023 and 25.10.2023. The



operationalisation of GNA for 100 MW is in the teeth of the MOP direction under section 107 of the Act dated 15.01.2021. As stated before, the GNA for 170 MW is yet to be operationalised as the downstream transmission system is not ready.

- l) In view of the MOP direction issued under section 107, once the SCOD under the PPA has been extended by SECI, the commencement and the period of the LTA shall also be extended accordingly. The Respondent No. 1 has not paid any heed to this position and wrongly claimed transmission charges, which the Petitioner is not liable to pay at all.
- m) Without prejudice, Respondent No. 1, on behalf of Respondent No. 2, without any legal or factual basis, raised an invoice dated 06.12.2023 and levied bilateral transmission charges, amounting to Rs. 36,67,213/-, on the Petitioner. These charges allegedly pertain to the period from 24.10.2023 to 31.10.2023, a period that is not even mentioned on the invoice and has come to the Petitioner's knowledge only upon enquiries from the Respondent No. 1.
- n) The Petitioner, in terms of the procedure detailed under clause 10.9 of the TSA, issued an 'Invoice Dispute Notice' dated 18.12.2023, to the Respondents, and requested rectification of the incorrect bill dated 06.12.2023. The Respondents No. 1 and 2, however, against the terms of the TSA, have opted to remain silent.
- o) The said Respondents, raised another invoice dated 01.01.2024, for an amount for Rs. 1,83,36,065/-.
- p) The Commission, in its orders dated 23.5.2022 in Petition No.525/MP/2020 ('Spring Renewable') and dated 8.6.2022 in Petition No.103/MP/2021 ('Acme Deoghar'), did not extend the benefit of waiver of the transmission charges to the renewable generators in the event of extension in commercial operation date of the generators in terms of the Ministry of Power's Orders dated 23.11.2021 and 30.11.2021. Acme Deoghar challenged the said order before the APTEL in Appeal No. 261/2022, wherein the APTEL vide its order dated 8.7.2022 granted a stay of the operation of the order dated 8.6.2022. Subsequently, in view of the application moved by Fatehgarh Bhadla Transmission Limited in the said appeal, the stay was vacated by an order dated 14.12.2023. This order was challenged before the Hon'ble Supreme Court in Civil Appeal No. 3873 of 2024, and the Hon'ble Supreme Court vide order dated 18.3.2024 set aside the APTEL's order dated 14.12.2023 and restored the ad-

interim order dated 8.6.2022 till the pendency of the appeal before the APTEL. Therefore, the Petitioner is not liable to pay any transmission charges.

- q) Without prejudice, the Petitioner submitted that from a straight comparison of the Impugned Invoices, with the yearly Transmission Tariff of KTL, it is clear that the invoiced amount is exorbitant and does not correspond to the proportionate allocated capacity/ GNA of 100 MWs, presently operationalised. In fact, the Petitioner is being invoiced the entire burden of transmission charges liability of the 1000 MW transmission system of Respondent No. 2, though admittedly the operationalised connectivity and GNA capacity of the Petitioner is only 100 MW. Such demand is completely against Regulation 13(3) of the Sharing Regulations, 2020, Note D to Schedule 1, and clause 1.1(b) of Schedule 5 of the TSA.
- r) In accordance with the above, the Petitioner, if at all, can only be liable to pay transmission charges for 100 MW capacity, as for the balance 170 MWs, the GNA has not been operationalised, as the downstream transmission scheme is yet to declare CoD.
- s) Since the GNA was granted to the Petitioner for 100 MW, which has been made effective from 31.10.2023 only, by CTUIL. Therefore, the liability towards transmission charges, in any case, cannot commence from any time prior to 31.10.2023;
- t) In view of the aforementioned facts and circumstances, an illegal, unsustainable and completely erroneous demand has been raised by Respondent No. 1, upon the Petitioner, without adverting to either the factual circumstances or the legal provisions under the applicable regulations and the MOP direction under section 107 dated 15.01.2021.

IA No. 14/2024 (filed by the Petitioner)

- 5. Petitioner vide the IA No. 14/2024 has reiterated its submission as made under the main Petition. The Petitioner has prayed for interim relief to stay the recovery of the transmission charges vide invoices dated 06.12.2023 and 01.01.2024, and to restrain the Respondents from raising further invoices not corresponding to the operationalised GNA capacity of the Petitioner, i.e. 100 MW, and to restrain the Respondent No. 1 from taking any coercive action.



Hearing dated 19.04.2024

6. The Commission vide RoP of hearing dated 19.04.2024 has admitted the Petition, and considering the request of the Petitioner, allowed the Petitioner to file the amended Petition. Further, the Commission also directed the following:
- a) CTUIL to provide the information on whether any ATS was identified for the grant of the connectivity to the Petitioner or not? and the name of the elements, the period of the bill, and the rate at which CTUIL has raised the bilateral bills on the Petitioner.
 - b) No coercive action will be taken against the Petitioner in respect of the Impugned Invoices raised by CTUIL, provided the Petitioner pays 10% of the transmission charges raised under Impugned Invoices, within two weeks.

Submission of Petitioner

7. Petitioner vide affidavit dated 08.05.2024 has submitted the amended Petition. Further, Petitioner vide another affidavit dated 08.05.2024 has submitted that in compliance with the direction under RoP, the Petitioner on 03.05.2024, has paid to CTUIL, 10% of the transmission charges raised under impugned invoices, i.e., Rs. 21,56,322/-.

Submission of Respondent KTL

8. Respondent No. 2 Karur Transmission Limited (KTL) vide affidavit dated 09.08.2024 has submitted as below:
- a) As per the provisions of the TSA, Respondent No. 2, KTL, despite the delays, completed the scope of the works under that TSA and vide its letter dated 23.09.2023, declared 24.09.2023 as the date of the deemed Commercial Operation Date (COD) of the Project.
 - b) By an email dated 10.10.2023, the Respondent No. 1 stated that Respondent No. 2's Project was yet to be commissioned. Respondent No. 2 vide its letter dated 28.10.2023, stated that the actual power flow has been established from the transmission system with effect from 24.10.2023. In view of the above, the



Respondent No. 1 accepted the COD of the Respondent No. 2's transmission asset as 26.10.2023.

- c) The relevant details of the Yearly Transmission Charges submitted to CTUIL have been tabulated below:

Month	From	To	Transmission Charges (in Cr.)
Oct. 2023	26.10.2023	31.10.2023	0.37
Nov. 2023	01.11.2023	30.11.2023	1.83
Dec. 2023	01.12.2023	31.12.2023	1.89
Jan. 2024	01.01.2024	31.01.2024	1.89
Feb. 2024	01.02.2024	29.02.2024	1.77
Mar. 2024	01.03.2024	31.03.2024	1.89
Apr. 2024	01.04.2024	30.04.2024	1.84
May 2024	01.05.2024	31.05.2024	1.90
June 2024	01.06.2024	30.06.2024	1.83
Total			15.23

- d) Respondent No. 2 is eligible to recover the transmission charges from the date of accepted COD of 26.10.2023, the CTUIL raised the invoices dated 06.12.2023 for an amount of Rs. 36,67,213/- for the period from 26.10.2023 to 31.10.2023 for 6 days and the invoice dated 01.01.2024 for an amount of Rs. 1,83,36,065/-, i.e. for the period of November 2023.
- e) Respondent No. 2 issued a letter dated 20.05.2024 to CTUIL, stating that Respondent No. 2 has achieved the deemed COD of the Project on 24.09.2023, and as per the provisions of the TSA, it is entitled to recover the transmission charges of the Project. The Respondent No. 2 further stated that the transmission charges of all the ISTS, including the Respondent No. 2's Project, are recovered through the transmission pool except the transmission charges which are payable on a bilateral basis in terms of Regulation 13(3), 13(6), 13(9) and 13(12) of the Sharing Regulations, 2020. Therefore, the transmission charges that are not being recovered bilaterally ought to be recovered from the transmission pool. CTUIL has raised bilateral transmission charges on the Petitioner for Rs. 9.66 Crore for the billing period October 2023 to March 2024.
- f) CTUIL, vide its letter dated 24.06.2024, stated that the Impugned Invoices are in accordance with the Sharing Regulations, 2020. It was stated that JSW has already paid 10% of the transmission charges against the Impugned Invoices, and the same have been disbursed to Respondent No. 2.

- g) Despite commissioning its Project, the Respondent No. 2 has received a meagre amount of Rs. 21.56 Lacs till date as against its entitlement of Rs. 15.23 Cr till June, 2024. Further, the Respondent No. 2 is liable to its debt service obligation towards its lenders and is also incurring operational and maintenance charges from the date of COD. Therefore, in the absence of recovery of its transmission charges, the Respondent No. 2 is facing a severe financial crunch in complying with its financial obligations.
 - h) As per Article 10.1 of the TSA, the LTTC, i.e. Petitioner, is liable to pay the monthly transmission charges to the Respondent No. 2 from the date on which the Project has achieved COD.
 - i) The waiver of transmission charges would be applicable only after the Petitioner has achieved the COD of its Plant. Therefore, the reliance placed by the Petitioners on the MOP Orders is misplaced. The payment/ waiver of transmission charges is an issue which is relevant inter se the Petitioner and the Respondent No. 1. Pertinently, there is no dispute with respect to the fact that the Respondent No. 2 has commissioned its Project and it is entitled to recover transmission charges in accordance with the provisions of the TSA and the Sharing Regulations, 2020.
 - j) In view of the above, Respondent No. 2 (KTL) prayed to direct Respondent Nos. 1 and 3 to ensure 100% of its transmission charges.
9. Respondent No. 2 KTL vide affidavit dated 09.08.2024 has filed its reply on Petitioner's IA No. 14/2024 by reiterating its earlier submission.

Submission of Respondent No. 2 KTL vide IA No. 69/2024

10. Respondent 2 (KTL) vide affidavit dated 13.08.2024 has filed an IA No. 69/2024. KTL by reiterating its earlier submission, has made the following additional submission:
- a) On the first date of hearing, i.e. 19.04.2024, this Commission, while issuing notice in the Petition and said Application, passed an order that no coercive action will be taken against the Petitioner in respect of the impugned Invoices, provided the Petitioner pays 10% of the transmission charges raised under the Impugned Invoices. However, this Commission, inadvertently, did not clarify the mode of recovery of the balance transmission charges billed by Respondent No. 1/CTUIL for reimbursement to Respondent No. 2. Due to such inadvertent omission in the Order dated 19.04.2024,

the Respondent No. 2 is suffering heavy losses. As against the transmission charges of Rs. 15.23 Cr payable to the Respondent No. 2 for the period till June, 2024, the Respondent No. 2 has only received a meagre amount of Rs. 21.56 Lacs. No payment has been received for the period from December 2023 to the present date.

- b) In view of the above, the Commission may clarify regarding the mode of recovery of balance 90% of the transmission charges of Respondent No. 2's Project, as billed by CTUIL.

Hearing dated 22.08.2024

11. Relevant extract of the RoP hearing dated 22.08.2024 is as below:

“

5. Considering the submissions made by the learned counsels for the parties, the Commission directed the CTUIL to file its reply and to furnish the details/information called for vide Record of Proceedings for the hearing dated 19.4.2024 along with the following additional information within three weeks with a copy to the Petitioner, who may file its rejoinder(s) within three weeks thereafter:

(a) Total capacity of Karur pooling station, quantum of connectivity already granted.

(b) Provide the following information in respect of the connectivity granted at Karur pooling station in tabular form:

Sl. No.	Name of the RE Developer	Connectivity granted (in MW)	Start date of Connectivity	Date of effectiveness of GNA, if any

6. Further, keeping in view the Petitioner has already paid 10% of the transmission charges under the Impugned Invoices, the interim protection granted vide Record of Proceedings for the hearing dated 19.4.2024 will continue till the next date of hearing.”

Submission of Respondent CTUIL

12. CTUIL vide affidavit dated 20.09.2024 has submitted as below:

- a) Karur PS was planned for the integration of 2500 MW of potential RE capacity. Presently, Karur PS is under operation with 2X500 MVA, 400/230 kV ICTs. Further, 2X500 MVA, 400/230 kV ICTs (3rd & 4th) are under implementation with SCOD scheduled for 12.09.2025. Total Connectivity already granted/ agreed for grant is 1582.1 MW. Details of the Connectivity granted at Karur pooling station is also enclosed in the affidavit.

Submission of Respondent KTL



13. Respondent No. 2 KTL vide affidavit dated 16.10.2024 has mainly submitted as below:
- a) On 13.05.2024, JSW Renew Energy Two Limited, having a total capacity of 150 MW, located at Tiruppur, Tamil Nadu, commissioned 51.30 MW out of its total capacity of 150 MW.
 - b) On 20.06.2024, the SRLDC issued the System Operation Report for May 2024, which provides the Schedule for the month of May 2024 for the Wind and Solar generators. As is evident from the said data, JSW Renew Energy Two Limited has scheduled 80.54 MUs for the month of May, 2024, to Rajasthan Distribution Companies, from its generating station, through Respondent No. 2's Karur Substation. Additionally, the effective installed generation capacity for the month of May, 2024 with respect to the Karur Substation is indicated as 51.30 MW in the Report dated 20.06.2024.
 - c) There was actual power flow through the Respondent No. 2's Project from 15.05.2024, and therefore, 100% of Respondent No. 2's Project's transmission charges are liable to be paid from the Transmission Pool with effect from 15.05.2024, without any dispute.
 - d) Despite Respondent No. 2's COD being accepted by the Respondent No. 1/CTUIL as 26.10.2023, till date, the Respondent No. 2 has only received a meagre sum of Rs. 21.56 Lacs towards transmission charges, as against the transmission charges to the tune of Rs. 16.97 Cr payable to the Respondent No. 2 till September, 2024.
 - e) Respondent No. 2 is liable to receive 100 % of the transmission charges from the COD of its Project, either as bilateral transmission charges from the Petitioner or from the transmission pool, in terms of the Sharing Regulations, 2020.

Hearing dated 18.10.2024

14. Relevant extract of the RoP hearing dated 18.10.2024 is as below:

“

5. Considering the submissions made by the learned counsel for the parties, the Commission permitted the Respondent, CTUIL, to upload its reply, along with the details/ information as called for vide Record of Proceedings for hearing dated 19.4.2024 within five days and the Petitioner to file its rejoinder, if any, within two weeks thereafter. Also, the Petitioner shall pay the 10% of transmission charges under Bilateral Invoices already raised by CTUIL for the period starting from December 2023 within thirty days and shall continue to pay such amount against the Bilateral Invoice(s) until further order(s). Subject to this, no coercive action(s) will be taken against the Petitioner in respect of such Bilateral Bills. As regards the Respondent, KTL's averment that w.e.f. 15.5.2024, it is entitled to receive the entire transmission charges from the Transmission Pool, the Commission directed CTUIL to examine the said plea and to furnish its response, if any, prior to the next date of hearing.



6. The Commission directed the CTUIL to provide the information called for vide RoP for the hearing dated 19.4.2024 regarding whether any ATS was identified for the grant of the connectivity to the Petitioner or not and the name of the elements, the period of the bill, and the rate at which CTUIL has raised the bilateral bills on the Petitioner.”

Submission of Respondent No. 1 CTUIL

15. Respondent CTUIL vide affidavit dated 24.09.2024 (added on portal on 13.11.2024) has submitted as below:
- a) Neither the Connectivity Regulations/ Detailed Procedure nor the LTA Agreements signed by the grantees make any provision for “extension” or “deferment” of the LTA commencement date. The regulatory position under the Connectivity Regulations and the Detailed Procedure governed the grant of the subject LTA to the Petitioner (subsequently transitioned to GNA), and, as such, the Petitioner is bound by the same.
 - b) The payment of transmission charges for the LTA granted as above is governed under the Central Electricity Regulatory Commission (Sharing of Inter-State Transmission Charges and Losses) Regulations, 2010 [hereinafter, the “Sharing Regulations, 2010”], which have thereafter been replaced with the Sharing Regulations, 2020 w.e.f. 1.11.2020. Waiver from payment of transmission charges and losses is thus available for generation projects based on solar and wind power resources for a period of 25 years from the date of commercial operation [COD], subject to the prescribed conditions that are required to be met to claim such waiver; Respondent No.1 is bound to raise transmission charges bills accordingly.
 - c) It cannot be contended that the said waiver is applicable even prior to the COD of the generation project. The regulatory prescription under the Sharing Regulations is clear that it is only when an RE generator declares COD of its project that an exemption/ waiver from payment of transmission charges can be granted to it.
 - d) Under Regulation 13(3) of the Sharing Regulations, 2020, a generating station is liable to pay transmission charges corresponding to the LTA granted to such generation station, in cases where the COD of the generation station is delayed, and the associated transmission system has achieved its COD. The clear regulatory position has thus been that, irrespective of any delay in achieving the project COD, whether due to uncontrollable reasons or otherwise, the connectivity grantee is liable to pay transmission charges for the associated transmission system corresponding to the generation capacity that has not achieved COD.

- e) By placing reliance on the MoP Order dated 15.01.2021, the Petitioner is seeking a waiver from the payment of transmission charges for the capacity which has not achieved COD of its project. Further, in addition to the above MoP Order, the Petitioner has also annexed the MoP Orders dated 23.11.2021, 30.11.2021 and 9.6.2023 along with its Petition; however, without making any submissions with respect to such MoP Orders, the Petitioner has sought reliefs based thereon. The same is impermissible inasmuch as it is a settled position in law that pleadings are crucial to substantiate any relief sought by a party so as to ensure that the opposing party is provided with adequate opportunity to respond effectively to the assertions made in the pleadings. Respondent No.1 reserves its right to reply to such other contentions/ submissions, if any, raised by the Petitioner with regard to the MoP Orders dated 23.11.2021, 30.11.2021 and 9.6.2023.
- f) The issue as regards waiver of transmission charges for the capacity which has not achieved COD of an RE generator has been examined by this Commission in its Order dated 23.5.2022, passed in Petition No.525/MP/2020: Sprng Renewable Energy Pvt. Ltd. Vs. Power Grid Corporation of India Ltd. &Anr. The above Order dated 23.5.2022 has been impugned before the Tribunal in Appeal No.236/2022, which is presently pending adjudication. The Tribunal vide its Order dated 8.7.2022, read with Order dated 14.7.2022, has directed as under:

“The main decision having the effect of permitting the second respondent to raise invoices for recovery of transmission charges, prima facie, appears to be in the teeth of the directives of the Central Government under Section 107 of Electricity Act, 2003. In the facts and circumstances, there will be no precipitative action taken by the second respondent till further orders.”

The Order dated 23.5.2022 passed by this Commission thus continues to be in operation except that Respondent No.1 is restrained from taking any precipitative action pursuant thereto.

- g) The issue has further been examined by this Commission in its Order dated 8.6.2022, passed in Petition No.103/MP/2021 and batch matters: ACME Deoghar Solar Power Pvt. Ltd. and Ors. Vs Power Grid Corporation of India Ltd. &Ors. wherein, this Commission, while placing reliance on its Order 23.5.2022 passed in 525/MP/2020, has held as under:

“81. As analysed in the above extracted order dated 23.5.2022 in Petition No. 525/MP/2020, it has been clearly held by the Commission that waiver of transmission charges, if any, in terms of above quoted Orders apply after COD of the generating station and does not provide any exemption from payment of charges before COD.”

- h) The above Order dated 8.6.2022 has also been impugned before the Tribunal in Appeal No.260/2022. Herein, the Tribunal also passed an interim Order dated 8.7.2022, directing that no precipitative action would be taken by Respondent No.1 till further orders; however, the said interim protection was vacated by the Tribunal, vide its Order dated 14.12.2023. The Tribunal, vide Order dated 14.12.2023, held that transmission charges were payable in accordance with the Sharing Regulations, 2020 by the generating station which had not achieved COD and such levy of transmission charges was neither linked in any manner to the SCOD of the generating project or its extension, nor any exception was carved out under Regulation 13(3) of the Sharing Regulations, 2020 in respect of delay in COD/SCOD on account of force majeure events.
- i) In its above Order dated 14.12.2023, the Tribunal had referred to its Judgment dated 2.5.2023 passed in Appeal No.352 of 2022: Fatehgarh Bhadla Transmission Company Limited Vs, Central Electricity Regulatory Commission and Ors. wherein it upheld the regulatory position that regulatory provisions have precedence over policy directions. The legal position that came to exist under the above Order dated 14.12.2023 was that the directives of the MoP issued under Section 107(1) could only be of assistance to this Commission in taking a decision, and while this Commission was to take such directives into consideration while discharging its functions, it was not bound by such guidance. The aforesaid Order dated 2.5.2023 has since then been challenged by Fatehgarh Bhadla Transmission Company Limited before the Hon'ble Supreme Court in Civil Appeal No.4388/2023, wherein, vide Order dated 28.7.2023, the Hon'ble Court has issued notice on the Stay Application; however, no stay has been granted in favour of the Appellant by the Hon'ble Court.
- j) The Appellant in Appeal Nos. 260/2022 and 261/2022 had also approached the Hon'ble Supreme Court by filing a Civil Appeal [being Civil Appeal No. 3873-3874/2024] challenging the above Order dated 14.12.2023 vide which the Tribunal had vacated the stay granted to it. The Supreme Court, vide its Order dated 18.3.2024, has since then set aside the Order dated 14.12.2023 passed by the Tribunal and has restored the interim stay in favour of the Appellants therein; however, the Hon'ble Supreme Court has not expressed any opinion on the merits of the case, and the same are yet to be examined by the Tribunal in light of the prevailing Regulations. Consequently, the Order dated 8.6.2022 passed by this Commission continues to be

operative in terms of its observations and findings and under the interim Orders of the Tribunal, Respondent No.1 is restrained from proceeding to take any precipitative action pursuant thereto. The Petitioner has misconstrued the above Order of the Supreme Court to mean that the liability to pay transmission charges has itself been stayed, which is not the case here. A stay order or restoration of a stay order (as has been done in the above case) does not wipe off the observations/ judgment passed by this Commission in the impugned Order.

- k) The issue as regards waiver of transmission charges for the capacity which has not achieved COD of an RE generator has already been examined by this Commission in its earlier Orders, and in order to continue to uphold the principle of legal precedents and ensure consistency in judicial decisions, it is imperative for this Commission to adhere to the principle of judicial discipline and impart predictability to law.
- l) The Petitioner applied for and was granted Stage-II connectivity vide intimation dated 31.12.2020 for 310 MW (wind: 250 MW and solar: 60 MW) at Karur pooling station w.e.f. '31.10.2022 or availability of the common transmission system for connectivity, whichever is later'. The transmission system required for connectivity under the scope of the Petitioner was the 'JSW Energy Limited - Karur PS 230 kV S/c line, along with bays at the generation end (enabling at least 310 MW power transfer at nominal voltage)' and the common transmission system referred to in the grant.
- m) Thereafter, the petitioner, vide its application dated 10.12.2020, applied for the grant of LTA for 100 MW with the start date of LTA as 1.6.2022. On receipt of the LTA application, the transmission scheme for evacuation of power from RE sources in Karur/ Tiruppur Wind Energy Zone (Tamil Nadu) (2500 MW) was taken up for discussion in the 4th National Committee Transmission (NCT) Meeting held on 20.01.2021 and 28.01.2021, wherein the phasing of the transmission system was agreed.
- n) The LTA as requested was granted to the Petitioner vide intimation dated 7.5.2021, with the start date of LTA as '1.6.2022 or availability of common transmission system, whichever is later.
- o) A clear term of the LTA grant was made known to the Petitioner right from the beginning that the LTA was to become operational either from the required start date, i.e. 1.6.2022 or from the date the transmission system was made available, whichever was later. Subsequently, as per the decision in the 2nd Consultation Meeting for

evolving transmission schemes in the Southern Region held on 29.12.2021, the LTA granted for 100MW capacity to the Petitioner was revised vide intimation dated 3.2.2022 on account of firming up of the beneficiaries from target NR (granted in the earlier LTA intimation) to West Bengal and the start date of LTA was also revised from 1.6.2022 to 18.7.2023 based on the SCOD of the transmission system for LTA.

- p) The Petitioner vide its application dated 16.11.2021 also applied for the grant of LTA for 170 MW with the start date of LTA as 15.3.2023. The LTA was granted to the Petitioner vide intimation dated 3.2.2022 with a start date of LTA as 31.1.2024 (tentative). The start date of LTA for 170 MW was revised vide intimation dated 14.2.2023 from 31.1.2024 to 16.7.2024.
- q) The SCOD of the Petitioner's 170 MW project was extended by SECI vide its letter dated 17.7.2023 to 'actual date of LTA operationalisation + 60 days'. Thereafter, on request of the Petitioner, SECI vide its letter dated 25.10.2023 extended the SCOD of the entire 270 MW project of the Petitioner to 'actual date of LTA operationalisation + 60 days' based on the reasoning that a project could not have two SCODs. The said extension in project SCOD up to the 'actual date of LTA operationalisation + 60 days', meant that the extended SCOD of Petitioner's project was linked to the "actual date of LTA" granted to it plus 60 days. In this manner, the LTA operationalisation became the starting point for the extension in SCOD for the Petitioner's project, with the project commissioning taking place preferably within 60 days. In this scenario, where the extended SCOD was itself dependent upon the LTA operationalisation, there could be no occasion for any extension in the LTA start date commensurate with the project SCOD. That being so, the MoP direction issued under Section 107 of the 2003 Act, providing that once the SCOD was extended, the LTA was also to get extended, could not be made applicable to the Petitioner's project. The Petitioner has completely misconstrued this aspect of SCOD extension to claim exemption from payment of transmission charges for the capacity which has not achieved COD and has thus wrongly relied upon the MoP Orders, as also the Order of the Supreme Court.
- r) In the entire regulatory scheme of connectivity and LTA grant, the only relevant consideration was the transmission system availability as per the LTA commencement date indicated in the LTA application; the contractual privity was between Respondent No.1 (as the nodal agency) and the LTA grantee. The power purchaser and/or the project implementing agency, if any, had no privity of contract whatsoever to the LTA Agreement. Similarly, the power purchase arrangements of the LTA grantee and the

project SCOD, i.e. the date from when the power sale/purchase obligations and arrangements under the executed PPA were to commence, were not the underlying considerations, and Respondent No.1 had no privity of contract whatsoever with the power purchaser and/or the project implementing agency, if any. The applicable Regulations did not provide for any correlation between the executed PPA and the performance of obligations under the LTA Agreement. As such, no deferment in performance of obligations under the LTA Agreement could be claimed based on issues arising out of performance of obligations under the power purchase arrangements of the LTA grantee. The position had been well settled by this Commission in the Orders dated 5.2.2020 passed in Petition No.195/MP/2019, dated 23.5.2022 passed in Petition No.525/MP/2020, dated 8.6.2022 passed in Petition No.103/MP/2021 and dated 9.9.2022 passed in Petition No.86/MP/2022. If the Petitioner was permitted to avoid payment of transmission charges, the same would severely jeopardize the interest of other participants in the common PoC pool who were to ultimately share the charges attributable to the Petitioner.

- s) After the effectiveness of the Central Electricity Regulatory Commission (Connectivity and General Network Access to the inter-State Transmission System) Regulations, 2022[hereinafter, the “GNA Regulations”], the option to convert its connectivity and LTA of 270 MW capacity into GNA as per Regulation 37.3 of the GNA Regulations was exercised by the Petitioner vide its letter dated 1.5.2023 and 19.5.2023.
- t) The deemed GNA status of 270 MW was informed to the Petitioner for its project by Respondent No.1 vide its letter dated 21.9.2023; the said grant was not a fresh grant under the GNA Regulations. Petitioner had vide its letter dated 19.5.2023 requested Respondent No.1 for a change in the start date of connectivity/GNA as 31.5.2024; however, it was again informed by the Petitioner that the same could not be considered as there was no provision for a change in the start date of GNA in the Regulations.
- u) On 30.10.2023, Respondent No.1 informed the Petitioner that the transmission system required under the LTA had been declared deemed COD on 24.9.2023, and in view of the same, the deemed GNA of 100 MW granted to the Petitioner for its generation project at Karur PS was to be made effective w.e.f. 31.10.2023 as per the Regulations. The Petitioner was also requested to submit the requisite documents pertaining to the COD of its generation project, failing which, the applicable

transmission charges were to be applicable as per the Regulations of this Commission.

- v) Thus, the Petitioner, now being a deemed GNA grantee, was liable to pay the transmission charges as per the Sharing Regulations, 2020, and waiver from payment of such transmission charges was available only from the date of commercial operation of its project. As such, Respondent No.1 rightly raised the invoices against the Petitioner for the period from 26.10.2023 to 31.07.2024.
- w) Subsequent to the first invoice dated 6.12.2023 raised by Respondent No.1, the Petitioner issued an Invoice Dispute Notice dated 18.12.2023 to Respondent No.1 requesting rectification of the bill dated 6.12.2023, stating the same to be exorbitant and incorrect.
- x) To the contention of the Petitioner that transmission charges cannot be levied for a period before the operationalization of GNA, Respondent No.1 submits that it is evident from a bare reading of Regulation 13(3) of the Sharing Regulations, 2020, that in the case of a delay in the COD of the generating station, the transmission charges are to be levied corresponding to the capacity that is delayed from the start date of such connectivity. In the present case, admittedly, the Petitioner's generating station has been delayed, and, as such, it has become liable to pay transmission charges from the date of connectivity. As per the connectivity grant dated 31.12.2020, the start date of connectivity has been stated to be '31.10.2022 or availability of the common transmission system for connectivity, whichever is later'. Further, as per the LTA grant, which was transitioned to GNA, the LTA/GNA was to start from 18.7.2023. The common transmission system has achieved COD on 24.9.2023 as declared by Respondent No.2, and therefore, by virtue of Regulation 13(3), the Petitioner has become liable to pay the transmission charges for the capacity which has not achieved COD from 24.9.2023.
- y) With respect to the Petitioner's contention that it has been billed for the entire 1000 MW capacity asset of Respondent No.2 as against the proportionate allocated capacity of the Petitioner of 100 MW, it is submitted that the transmission charges for the entire transmission system of Respondent No.2 need not be loaded on the Petitioner. However, the transmission charges for the delayed period under to the common transmission system would be levied on the Petitioner in accordance with the Sharing Regulations, 2020.

z) The following elements under Karur REZ Transmission System are the ATS of the Petitioner as per the grant of LTA, TSA signing and the Regulations of this Commission:

- Establishment of Karur PS with 2x500MVA, 400/230kV ICTs
- LILO of both circuits of Pugalur – Pugalur (HVDC) 400kV D/c line (with quad moose ACSR conductor) at Karur PS.
- 2x125 MVA, 400 kV Bus reactors at Karur PS

aa) The entire transmission system implemented by KTL has been considered to raise bilateral bills, as the Petitioner is the sole LTTC for the subject transmission project as per the TSA signed between KTL and the Petitioner. The details of bills raised by CTUIL on the Petitioner on behalf of KTL, as per the Notification of transmission charges published by NLDC and subsequent RTAs issued by SRPC, are as below:

Sl. No	Billing No.	Billing Date	Period	Bill Amount
1.	94401480	6.12.2023	26.10.23 to 31.10.23	36,67,213
2.	94401497	1.1.2024	1.11.23 to 30.11.23	1,83,36,065
3.	94401518	1.2.2024	1.12.23 to 31.12.23	1,89,47,267
4.	94401542	1.3.2024	1.1.24 to 31.1.24	1,89,47,267
5.	94401578	2.4.2024	1.2.24 to 29.2.24	1,77,24,863
6.	94401603	1.5.2024	1.3.24 to 31.3.24	1,89,47,267
7.	94401630	3.6.2024	1.4.24 to 30.4.24	1,83,86,301
8.	94401655	1.7.2024	1.5.24 to 31.5.24	1,89,99,178
9.	94401679	1.8.2024	1.6.24 to 30.6.24	1,83,86,301
10.	94401716	2.9.2024	1.7.24 to 31.7.24	1,89,99,178
Total:				17,13,40,900

bb) The Petitioner has paid an amount of Rs. 22,00,327/-, i.e. 10% of the transmission charges raised against the impugned invoices dated 6.12.2023 and 1.1.2024 on 3.5.2024 in line with the directions of this Commission vide RoP of Proceedings dated 19.4.2024. As on 5.9.2024, the total pending dues payable by the Petitioner against the invoices raised is Rs.16,91,40,573/-, out of which an amount of Rs.13,17,55,094/-

has already crossed the due date and an amount of Rs.11,27,55,916/- has already crossed the default trigger date as per the LPS Rules, 2022.

- cc) Vide letter dated 24.6.2024, Respondent No.1 requested Respondent No.2 to review the earlier DOCO declared w.e.f. 24.9.2023 and revise the DOCO, if required, in compliance with all the requirements as per the TSA and IEGC Regulations, 2023. Further, CTUIL also informed that, subject to review of the DOCO of the KTL assets, necessary billing adjustments would be carried out by CTUIL as per the directions of this Commission in the present Petition.

Hearing dated 13.01.2025

16. Relevant extract of the RoP of hearing dated 13.01.2025 is as under:

“At the outset, the learned counsel for the Respondent, Karur Transmission Limited (KTL), submitted that KTL has already declared 24.9.2023 as the deemed Commercial Operation Date of the Project. Further, w.e.f. 15.5.2024, the power has also started flowing from its Project, and therefore, the Respondent is entitled to receive 100% of the transmission charges for its Project from the Pool from the said date. Learned counsel further added that as on the date, the total outstanding transmission charges payable to KTL are approximately 24 crores.

2. Learned counsel for the Petitioner submitted that in compliance with the direction of the Commission issued vide Record of Proceedings for the hearing dated 18.10.2024, the Petitioner is already paying 10% of the transmission charges under the bilateral invoices raised upon it by CTUIL. Learned counsel further added that the liability of the transmission charges for the entire 1000 MW transmission system of KTL cannot be fastened upon the Petitioner, and the Petitioner's liability, if any, without prejudice, can only correspond to the operationalised GNA, i.e., 100 MW.

3. Learned counsel for the Respondent, CTUIL, submitted that, as pointed out during the course of the previous hearing, a similar issue as involved herein is already under consideration in Petition No.187/MP/2022 (Powerica Ltd. v. CTUIL and Ors.), wherein CTUIL has also suggested a methodology for calculation of transmission charges payable by generating station(s) for the period of mismatch in such instances. Learned counsel further submitted the said matter was reserved for the order on 26.9.2024, and the decision of the Commission therein will also apply to the present case.

4. Considering the submissions made by the learned counsel for the parties, the Commission, with the consent of both sides, decided to list the matter after the issuance of the order in Petition No.187/MP/2022.”

Submission of Petitioner



17. Petitioner vide affidavit dated 16.05.2025 has reiterated its earlier submissions and additionally submitted that after the filing of the Petition, the plant capacity has been commissioned, in part, on the following dates:

Part	Commissioned Capacity	Cumulative Commissioned	Date of commissioning
First	59.4 MW	59.4 MW	01.03.2025
Second	27.0 MW	86.4 MW	28.03.2025
Third	43.2 MW	129.6 MW	29.03.2025
Fourth	32.4 MW	162.0 MW	10.05.2025

Hearing dated 22.05.2025

18. Relevant extract of the RoP hearing dated 22.05.2025 is as below:

At the outset, learned counsel for Petitioner submitted that the prayer (b), i.e., hold and declare that the Petitioner is liable only for the transmission charges for Associated Transmission System, corresponding to the connectivity generation capacity of only 100 MW - the connectivity capacity which has not achieved COD and for which ATS has achieved the COD, stood squarely covered by the recent order dated 8.5.2025 passed by the Commission in Petition No. 187/MP/2022 (Powerica Ltd. v. CTUIL and Ors.). In terms of the said order, CTUIL will now require the Petitioner to raise revised invoices on the Petitioner and given that the Petitioner's Project has already achieved the COD, the Petitioner has also filed an affidavit indicating the details of commissioning of its Project. He further submitted that the Petitioner is paying 10% of the transmission charges as per the Commission's Order, and the same be refunded to him. Learned counsel also submitted that at prayer (a), the Petitioner has also prayed to hold and declare that the Petitioner, in terms of the MOP direction under Section 107 of the Act dated 15.1.2021, and MOP orders dated 23.1.2021, 30.11.2021 and 9.6.2023, is not liable for payment of any transmission charges and since the said issue is currently pending before the APTEL, the Commission may consider adjourning the matter sine die in line with the Petition No.79/MP/2022 (Masaya Solar Energy Pvt. Ltd. v. CTUIL and Ors.).

2. Learned counsel for the Respondent, KTL, submitted that KTL has already declared the deemed Commercial Operation Date of its Project on 24.9.2023, and the power has also started flowing w.e.f. 15.5.2024. Accordingly, KTL is entitled to receive the 100% transmission charges from its Project from the Pool from the said date. However, KTL is yet to receive the transmission charges due to it. Learned counsel submitted that, as per the Petitioner, he is paying 10% of the transmission charges to CTUIL. However, CTUIL is not reimbursing 10% of the transmission charges to KTL. He further added that KTL project COD is 24.09.2023, and CTUIL started raising the bill on the Petitioner from 26.10.2023. KTL's asset is in use, but charges for the same are not being paid. Learned counsel further added that the issues involved in the present case already stood settled by the Commission in its order dated 8.5.2025 in Petition No. 187/MP/2022. Learned counsel requested direction to CTUIL to start the payment from the next billing month without waiting for the Order in this matter.

3. Learned counsel for the Respondent, CTUIL, submitted that the Commission in its order dated 8.5.2025 in Petition No. 187/MP/2022, has already held that the RE Project shall be liable to pay the transmission charges for the connectivity transmission system proportionate to the capacity of the generating station or unit thereof that was delayed and the same principle would also apply in the present case.



4. Considering the submissions made by the learned counsels for the parties and the order dated 8.5.2025 in Petition No. 187/MP/2022, the Commission directed as under:

(a) The Petitioner shall continue the payment of 10% of the transmission charges for the transmission system of KTL, till the issuance of the Order in the instant Petition, subject to the condition that no coercive action(s) will be taken against the Petitioner in respect of such bills.

(b) CTUIL is directed to reimburse the transmission charges of 10% collected from the Petitioner since December 2023 to the transmission licensee in the instant Petition within a week from the date of issue of the ROP. CTUIL is also directed to reimburse such 10% charges within a period of 3 days of receipt of the same from the Petitioner.

5. Based on the request, the Commission permitted parties to file their respective written submissions, if any, within two weeks, with a copy to the other side.

6. Subject to the above, the Commission reserved the matter for order

Submission of Respondent No. 2 KTL

19. Respondent No. 2 KTL vide written submission dated 10.06.2025 has reiterated its earlier submission and additionally submitted as below:

- a) Pursuant to the directions dated 19.04.2024 and 18.10.2024 passed by this Commission, the Petitioner has been paying 10% of the Impugned Invoices being raised by CTUIL.
- b) The total monthly transmission charges in terms of the invoices raised by CTUIL amount to Rs. 31.35 Cr till April, 2025. KTL has recovered Rs. 2.96 Cr, and the total pending dues payable to KTL up to April, 2025 amount to Rs. 28.39 Cr.
- c) The present Petition is squarely covered by the Order dated 08.05.2025 passed by this Hon'ble Commission in Petition No. 187/MP/2022 – Powerica Limited v. Central Transmission Utility of India Limited & Ors. Accordingly, this Commission may allow the recovery of the entire 100% transmission charges for KTL's Project as per the Order dated 08.05.2025, along with applicable interest on the outstanding transmission charges for the period of delay in recovery of the transmission charges.

Analysis and Decision

20. We have considered the submission of the Petitioner and the Respondents.

21. Petitioner has submitted that in terms of the MOP direction under section 107 dated 15.01.2021 and MOP orders dated 23.11.2021, 30.11.2021 and 09.06.2023, the commencement and the period of LTA should get extended and once the competent authority has granted extension in COD, the LTA cannot commence from a date earlier



than the extended COD, thus making the Petitioner not liable for payment of any transmission charges.

22. Petitioner has submitted that the GNA for 100 MW was made effective from 31.10.2023, vide letter dated 30.10.2023. Therefore, liability for transmission charges cannot commence at any time prior to 31.10.2023.
23. Petitioner has submitted that the billed amount is exorbitant and does not correspond to the GNA of 100 MW of the Petitioner for which ATS has achieved the commercial operation, i.e., 100 MW. The Petitioner has been invoiced with the entire burden of transmission charges liability for the 1000 MW transmission system of Respondent No.2.
24. Respondent No. 2 CTUIL has submitted that the MoP Order 15.1.2021, relied upon by the Petitioner to claim waiver from applicable transmission charges, has already been incorporated in the Sharing Regulations, 2020, which specifically provides that the waiver of transmission charges is for the generation of electricity. The same, therefore, cannot be read as providing relief from the payment of transmission charges due to the delay in COD of the generation project. There was no nexus whatsoever between the project SCOD and the LTA commencement date agreed under the LTA Agreement. This position had been well settled by the Commission in various Orders.
25. CTUIL has submitted that the contention of the Petitioner that the charges cannot be levied for a period before the effective date of GNA is incorrect. The Petitioner's generating station has been delayed, and, as such, it has become liable to pay transmission charges from the start date of connectivity, in accordance with Regulation 13(3) of the Sharing Regulations, 2020.
26. CTUIL has submitted that the entire transmission system implemented by Karur Transmission Limited (KTL) has been considered to raise the bilateral bills, as the Petitioner is the sole LTTC for the subject transmission project as per the TSA signed between KTL and the Petitioner.
27. Respondent KTL has submitted that pursuant to CTUIL having accepted the COD of the KTL's transmission assets as 26.10.2023, KTL is entitled to recover the 100% transmission charges as per Regulations 3(1), 3(2) and 13(3) of the Sharing Regulations, 2020, as well as the provision under the Transmission Service Agreement (TSA). Despite its transmission assets being utilised, KTL has so far been paid only 10% of the transmission charges, as per the Commission's direction. KTL

has also submitted that, with effect from 15.5.2024, power has started flowing from KTL's Project and, therefore, there cannot be any dispute that the entire transmission charges w.e.f. 15.5.2024 is required to be received from the Transmission Pool.

28. We have considered the submissions made by the Petitioner and Respondents, and also perused the facts on record. The following issues arise for our consideration:

Issue No. 1: Whether the Petitioner is not liable to pay any transmission charges in terms of the MOP orders dated 23.11.2021, 30.11.2021 and 09.06.2023, for the capacity for which the Petitioner has not achieved Commercial operation beyond the start date of Connectivity?

Issue No. 2: What shall be the COD of the KTL System? What shall be the date from which KTL is entitled to recover transmission charges?

Issue No.3: Whether the Petitioner is liable for payment of transmission charges prior to the effective date of GNA?

Issue No. 4: What is the quantum for which Petitioner is liable for payment of transmission charges? What shall be the mechanism for recovery of the balance transmission charges of the KTL's transmission system?

Issue No. 5: Whether the invoices dated 06.12.2023 and 01.01.2024 are required to be quashed?

The issues above are addressed in the following paragraphs

Issue No. 1: Whether the Petitioner is not liable to pay any transmission charges in terms of the MOP Orders dated 23.11.2021, 30.11.2021 and 09.06.2023, for the capacity for which the Petitioner has not achieved Commercial operation beyond the start date of Connectivity?

29. Petitioner has submitted that the GNA for 100 MW stands wrongly operationalised w.e.f. 31.10.2023, though the SCOD has been extended by SECI on 17.07.2023 and 25.10.2023. In view of the MOP direction under section 107 of the Act dated 15.01.2021 and subsequent MoP's orders dated 23.11.2021, 30.11.2021 and

9.6.2023, once the SCOD under the PPA has been extended by SECI, the commencement and the period of the LTA shall also be extended accordingly.

30. Petitioner has submitted that the Commission, in its orders dated 23.5.2022 in Petition No. 525/MP/2020 and dated 8.6.2022 in Petition No.103/MP/2021, did not extend the benefit of waiver of the transmission charges to the renewable generators in the event of extension in the scheduled commercial operation date of the generators in terms of the MoP Orders dated 23.11.2021 and 30.11.2021. The cases are pending adjudication before APTEL. Acme Deoghar Appeal No. 261/2022, wherein the APTEL vide its order dated 8.6.2022 directed that there will be no precipitative action taken by the CTUIL till further orders. This Order was later vacated by APTEL, vide Order dated 14.12.2023. Hon'ble Supreme Court, vide order dated 18.3.2024, set aside the APTEL's order dated 14.12.2023 and restored the ad-interim order dated 8.6.2022 till the pendency of the appeal before the APTEL. Petitioner has submitted that it is not liable to pay any transmission charges, in terms of the Appeal in APTEL and the Order of the Supreme Court restoring the ad-interim order of APTEL dated 8.6.2022.
31. The Respondent KTL has submitted that, as per Article 10.1 of the TSA, the LTTC, i.e. Petitioner, is liable to pay the monthly transmission charges to the Respondent No. 2 from the date on which the Project has achieved COD. The waiver of transmission charges would apply only after the Petitioner has achieved COD of its Plant. Therefore, the reliance placed by the Petitioners on the MOP Orders is misplaced.
32. The Respondent CTUIL has submitted that neither the Connectivity Regulations/ Detailed Procedure nor the LTA Agreements signed by the grantees make any provision for "extension" or "deferment" of the LTA commencement date.
33. CTUIL has referred to the Order dated 23.5.2022 passed in Petition No.525/MP/2020, the Order dated 8.6.2022 passed in Petition No.103/MP/2021, and batch matters dealing with the said matter. The Commission Order dated 23.05.2022 and 8.6.2022 have been impugned before the Tribunal in Appeal Nos. 236/2022 and 260/2022, respectively, which are presently pending adjudication. The Tribunal had passed an interim Order dated 8.7.2022, directing that no precipitative action would be taken by Respondent No.1 till further orders; however, the said interim protection was vacated by the Tribunal vide its Order dated 14.12.2023. The Tribunal vide Order dated 14.12.2023 held that transmission charges were payable in accordance with the

Sharing Regulations, 2020 by the generating station which had not achieved COD and such levy of transmission charges was neither linked in any manner to the SCOD of the generating project or its extension, nor any exception was carved out under Regulation 13(3) of the Sharing Regulations, 2020 in respect of delay in COD/SCOD on account of force majeure events.

34. CTUIL has submitted that the Appellant in Appeal Nos. 260/2022 and 261/2022 had also approached the Hon'ble Supreme Court by filing a Civil Appeal [being Civil Appeal Nos. 3873-3874/2024] challenging the APTEL Order dated 14.12.2023. The Supreme Court, vide its Order dated 18.3.2024, has since then set aside the Order dated 14.12.2023 passed by the Tribunal and has restored the interim stay; however, the Hon'ble Supreme Court has not expressed any opinion on the merits of the case, and the same are yet to be examined by the Tribunal in light of the prevailing Regulations. Consequently, the Order dated 8.6.2022 passed by this Commission continues to be operative in terms of its observations and findings and under the interim Orders of the Tribunal, Respondent No.1 is restrained from proceeding to take any precipitative action pursuant thereto. The Petitioner has misconstrued the above Order of the Supreme Court as meaning that the liability to pay transmission charges has itself been stayed, which is not the case here.
35. CTUIL has submitted that SECI vide its letter dated 17.7.2023 extended the SCOD of the Petitioner's 170 MW project to 'actual date of LTA operationalisation + 60 days'. In this scenario, where the extended SCOD was itself dependent upon the LTA operationalisation, there could be no occasion for any extension in the LTA start date commensurate with the project SCOD. Therefore, the MoP direction issued under Section 107 of the 2003 Act, providing that once the SCOD was extended, the LTA was also to get extended, could not be made applicable to the Petitioner's project.
36. CTUIL has submitted that the applicable Regulations did not provide for any correlation between the executed PPA and the performance of obligations under the LTA Agreement. The position had been well settled by this Commission in the Orders dated 5.2.2020 passed in Petition No.195/MP/2019, dated 23.5.2022 passed in Petition No.525/MP/2020, dated 8.6.2022 passed in Petition No.103/MP/2021 and dated 9.9.2022 passed in Petition No.86/MP/2022.
37. We have considered the submission of the Petitioner and the Respondents. We have also perused the MoP orders referred to by the Petitioner.

(a) The MoP order dated 23.11.2021 was amended by Order dated 30.11.2021 (addendum to 23.11.2021 Order). The addendum dated 30.11.2021 provides as follows:

“Subject: Waiver of inter-state transmission charges on transmission of the electricity generated from solar and wind sources of energy under Para 6.4 6 of the Tariff Policy, 2016- Addendum regarding.

In continuation to the Ministry of Power Order No. 23/12/2016-R&R dated 23.11.2021 and in supersession of order dated 26.11.2021 regarding the waiver of inter-state transmission charges on transmission of the electricity generated from solar and wind sources of energy, I am directed to convey that the following para will be added after para 3.1 (vi) of the Order dated 23.11.2021:

(vii) for any solar, wind and sources mentioned in para 3.1 (ii) and (iii) of the Order dated 23.11.2021, which is eligible for waiver of inter-state transmission charges and is having its scheduled date of commissioning on or before 30th June 2025 is granted extension of time from the commissioning by Ministry of New and Renewable Energy after careful consideration, on account of Force Majeure or for delay on the part of the transmission provider in providing the transmission even after having taken the requisite steps in time; or on account of delays on the part of any Government Agency, and the power plant is commissioned before the extended date; it will get benefit of waiver of inter-state transmission charges on the transmission of electricity generated by such power plant as if the said plant had been commissioned on or before 30th June 2025:

Provided also that where a Renewable Energy generation capacity which is eligible for ISTS waiver in terms of the extant orders, is granted extension in COD by the competent authority, the commencement and the period of the LTA shall also get extended accordingly, and it will be deemed that the period of ISTS waiver is extended by the said period.”

(b) The MOP Order dated 09.06.2023 provides as follows:

“

ORDER

Subject: Waiver of Inter-State Transmission Charges on transmission of the electricity generated from solar and wind sources of energy under Para 6.4 (6) of the Tariff Policy, 2016 Addendum- regarding.

In continuation to the Ministry of Power Order Nos. 23/12/2016-R&R dated 23.11.2021, 30.11.2021, 01.12.2022, 06.12.2022 and order No. 12/07/2023-RCM dated 29.05.2023 on the waiver of Inter-State Transmission (ISTS) Charges on transmission of the electricity generated from solar and wind sources of energy, the para 3.1 (vii) of the Order dated 30.11.2021 shall be substituted as under:

“(vii) For any solar, wind and sources mentioned in para 3.1(i),(ii) and (iii) of the Order dated 23.11.2021, which is eligible for waiver of inter-state transmission charges and is having its scheduled date of commissioning on or before 30th June 2025 is granted extension of time from the commissioning by Ministry of New and Renewable Energy after careful consideration, on account of Force Majeure or for delay on the part of the transmission provider in providing the transmission even after having taken the requisite steps in time; or on account of delays on the part of any Government Agency, and the power plant is commissioned before the extended date; it will get benefit of waiver of inter-state transmission charges on the transmission of electricity generated by such power plant as if the said plant had been commissioned on or before 30th June 2025.

Provided that where a Renewable Energy generation capacity which is eligible for ISTS waiver in terms of the extant orders, is granted extension in COD by the competent authority, the commencement and the period of the LTA shall also get extended accordingly, and it will be deemed that the period of ISTS waiver is extended by the said period.

Provided also such extension in Date of Commissioning (CoD) of a project shall be granted for a period of six months at a time and not more than 2 times."

2. This issues with the approval of the approval of the *Hon'ble Minister of Power and New and Renewable Energy.*"

38. We observe that the above-quoted MOP Orders are issued under paragraph 6.4(6) of the Tariff Policy, 2016. Paragraph 6.4(6) of the Tariff Policy 2016 is extracted as under:

"In order to further encourage renewable sources of energy, no inter-State transmission charges and losses may be levied till such period as may be notified by the Central Government on transmission of the electricity generated from solar and wind sources of energy through the inter-state transmission system for sale."

39. Thus, the above extracted provision clearly shows that no transmission charges are to be levied for the purpose of "sale". Further, the subject of all the above-quoted MOP Orders is "Waiver of inter-state transmission charges and losses on transmission of the electricity generated from solar and wind sources of energy under para 6.4(6) of the revised Tariff Policy, 2016". Therefore, it is abundantly clear that waiver of transmission charges is on "electricity generated". The 2020 Sharing regulations clearly provide that the waiver of transmission charges applies to the generation of electricity. The same cannot be read as providing relief from payment of transmission charges due to the delay of the generation project.

40. Regulation 13(3) of the Sharing Regulations, 2020 provides as under:

"(3) Where COD of a Connectivity grantee other than Renewable Power Park Developer has not been achieved on or before start date of Connectivity in terms of GNA Regulations, and the Associated Transmission System has achieved COD, which is not earlier than start date of Connectivity, the Connectivity Grantee shall pay Yearly Transmission Charges for the Associated Transmission System corresponding to Connectivity capacity which has not achieved COD:"

As per the above, where the ATS has achieved COD but not earlier than the start date of Connectivity, the Connectivity Grantee shall pay YTC for the ATS corresponding to Connectivity capacity which has not achieved COD.

41. Petitioner has also referred to policy directions of MOP under Section 107 dated 15.1.2021. We are of the considered view that policy directions under Section 107



remain policy directions till they are included in Regulations after following due process in accordance with law. The policy directions dated 15.1.2021 have already been incorporated through the amendment to the Sharing Regulations, 2020, appropriately after proposing the draft amendment along with an Explanatory Memorandum, stakeholders' consultations and issuance of the amendment after considering the comments of stakeholders. As per the Regulations, there is no waiver from payment of transmission charges before achieving COD of the generating station where the generating station is delayed.

42. We have perused the intimation of grant of 100 MW LTA issued by CTU dated 07.05.2021, which provides as under:

FORMAT-LTA-5

Intimation for Grant of Long Term Access (LTA) to M/s JSWREL

1	Intimation No.	C/CTU/S/07/1200002956
	Date :	07.05.2021
2	Ref. Application No.	1200002956
	Date :	10.12.2020
3	Name of the Applicant	M/s JSW Renew Energy Ltd.
4	Address for Correspondence	: JSW Renew Energy Ltd. JSW Centre, Bandra Kurla Complex, Bandra East, Mumbai-400051 Maharashtra
5	Nature of the Applicant	
	Normal Generator (other than captive)	: Generator (Hybrid)
	Captive Generator	
	Bulk Consumer	
	Electricity Trader	
	Distribution Licensee	
	Others	
6	Details for Long Term Access (LTA)	
6a	Quantum (MW) for which LTA is granted	100 MW
7	Injection of Power (more than one only in case of single Drawl)	
	Entity-1	M/s JSW Renew Energy Ltd.; Hybrid (Wind & Solar) power project at Karur
	State/Region	Tamil Nadu/ SR
	Quantum-1	100 MW
	Connectivity with the Grid	Dedicated Connectivity Tr. system : • JSW Renew Energy Limited – Karur PS 230 kV S/c line strung on D/c tower (enabling atleast 310 MW power at nominal voltage) Common transmission system of Connectivity under ISTS : • Establishment of Karur PS with 2X500 MVA, 400/230kV ICTs • LILO of both circuit of Pugalur – Pugalur (HVDC) 400kV D/c line (with quad moose ACSR conductor) at Karur PS • 230kV bay at Karur PS for termination of dedicated line of M/s JSWREL at Karur PS

8	Drawl of Power (more than one only in case of single Injection)	Entity-1 State/Region Quantum-1 Connectivity with the Grid	Target Northern Region 100 MW Through ISTS network
9	Transmission System for LTA	Common Transmission System for Connectivity/LTA: - Establishment of Karur PS with 2x500MVA, 400/230kV ICTs - LILO of both circuit of Pugalur – Pugalur (HVDC) 400kV D/c line (with quad moose ACSR conductor) at Karur PS. 2x125 MVAR, 400 kV Bus reactors at Karur PS	
9a	Date from which LTA is granted	01.06.2022 or availability of Common Transmission System for LTA, whichever is later	
9b	Date upto which LTA is granted	31.05.2047	
9c	Implementing Agency for transmission system required for LTA	Yet to be identified	
9d	Agencies between which agreement is to be signed for implementation of transmission system	M/s JSW Renew Energy Ltd. & CTU	
9e	Amount (in Rupees) for which Bank Guarantee is to be provided by the applicant	Rs.50000000.00/(5 Cr.)	
10	Transmission Charges Applicable	Transmission charges as per CERC Sharing of Inter-State Transmission Charges and Losses Regulations, 2020.	

As per the above, the intimation of Grant of LTA provides the date from which LTA is granted, but does not provide any information regarding SCOD or the revised SCOD of the project.

43. We have perused the Order dated 31.12.2025 in Petition No. 107/MP/2021, in which a similar matter has been dealt with and quoted as under:

“26. The Commission has considered the issue of aligning the date of operationalisation of the LTA with the SCD of the Project, in order dated 5.2.2019 in Petition No.195/MP/2019 and rejected the same. The relevant portions of the said order are as follows:

.....

27. Further, the Commission, while dealing with a similar issue in an order dated 23.5.2022 in Petition No. 525/MP/2020, held that it is the responsibility of the LTA grantee to seek the start date of LTA as per its assessment, and the LTA Agreement does not provide for any matching with the SCD of the Project. The relevant portions of the order dated 23.2.2022 are as follows:

.....

28. We are of the view that the PPA and the LTA Agreement are two distinct agreements, and the liabilities and obligations contained in them are also different. The Petitioner's obligations under the PPAs are independent of its obligation to meet the timeline sought in the LTA application and LTA Agreement. The LTA Agreement does not provide for the anticipated date of supply under the PPA or for aligning that date with the LTA start date. The start date of LTA is solely based on the Petitioner's assessment, request and agreement. It is the Petitioner's responsibility to correctly assess the SCD of the Project and accordingly seek the LTA. There is no reference to the PPA clauses in the LTA Agreement, and deferment of the start date of LTA is not provided either in the LTA Agreement or in any of the regulations. The Petitioner



cannot claim to match the date of operationalisation of LTA with the revised SCD of the Project. Accordingly, we are of the view that the date of operationalisation of the LTA cannot be aligned with the revised SCD of the Project as approved by SECI.”

As per the above, the Commission held that the PPA and the LTA Agreement are two distinct agreements, and the liabilities and obligations contained in them are also distinct. The Commission has rejected that the date of operationalisation of the LTA cannot be aligned with the revised SCD of the Project as approved by SECI.

44. Considering the above discussions, we are of the view that there is no bearing on the liability of transmission charges for ATS vis-à-vis extension in SCOD under the PPA. Therefore, the Petitioner's contention that the date of operationalisation of the LTA should be aligned with the revised SCD of the Project as approved by SECI is rejected.
45. Petitioner has referred to the Interim Order of the APTEL and the Hon'ble Supreme Court, issued in respect of the appeal preferred against the above-referred Commission Orders.
46. The relevant extract of the APTEL Order dated 08.07.2022 IA No.993 of 2022 in Appeal No.261 of 2022 & IA Nos. 992, 991 & 1032 of 2022, is as under:

“The main decision having the effect of permitting the third respondent to raise invoices for recovery of transmission charges, prima facie, appears to be in the teeth of the directives of the Central Government under Section 107 of Electricity Act, 2003. In the facts and circumstances, there will be no precipitative action taken by the third respondent till further orders.

Be listed before the Registrar on 24.08.2022 for completion of pleadings/service.”

As per the above, the APTEL has not issued any “stay’ on the Order as contended by the Petitioner or have decided the case but only given the interim direction in the form of restraining the third respondent from taking any precipitative action till further orders.

47. The relevant extract of the APTEL Order dated 14.12.2023 in Appeal No. 260 of 2022 & IA No. 995 of 2022 and IA No. 752 of 2023, and 261 of 2022 & IA No. 992 of 2022 and IA No. 751 of 2023, is as under:

“For the foregoing reasons as stated above, we are of the considered view that the IA No. 751 of 2023 and IA No. 752 of 2023 in captioned Appeal No. 261 of 2022 and 260 of 2022 respectively filed by the Respondent No. 4 i.e. M/s Fatehgarh Badhla Transmission Limited have merit and are allowed.

The ex parte ad interim Stay Orders dated 08.07.2022 granted by this Tribunal, in IA No. 995 of 2022 and 992 of 2022 filed by the Appellants in captioned Appeal Nos. 260 of 2022 and 261 of 2022, respectively, stand vacated.

The IAs are disposed of accordingly, the captioned Appeals are included in the list of Finals to be taken up from there in their turn."

As per the above, APTEL has vacated ex parte ad interim Stay Orders dated 08.07.2022 granted in IA No. 995 of 2022 and 992 of 2022 in Appeal Nos. 260 of 2022 and 261 of 2022. The APTEL further directed that the captioned appeals be taken up from there in their turn.

48. The relevant extract of the Hon'ble Supreme Court order dated 18.03.2024 in CIVIL APPEAL Nos. 3873-3874 OF 2024 filed against the APTEL Order dated 14.12.2023, is as under:

"11 In view of the pendency of the appeal before APTEL, we are not expressing any final opinion on the merits of the rival submissions which have been urged by Mr Mukul Rohatgi, senior counsel appearing on behalf of the Appellants and Mr Parag P Tripathi, senior counsel appearing on behalf of the respondents. However, we are of the view that since an arguable point has arisen which would fall for interpretation by APTEL, an order for vacating the stay was not warranted.

12 Accordingly, we allow the appeals by setting aside the impugned order dated 14 December 2023 and restore the ad Interim order dated 8 July 2022 pending the disposal of the appeal by APTEL.

13 However, it has been agreed both by the appellants and the respondents that parties would jointly move APTEL for an expeditious decision of the appeal and shall not seek any undue adjournments in complying with the time schedule that may be set by the APTEL. APTEL shall deal with any such request consistent with the exigencies of its own work."

As per the above, the Hon'ble Supreme Court has not expressed any final opinion on the merits of the case, and only set aside the impugned order dated 14.12.2023 of the APTEL and restored the ad Interim order dated 8.7.2022 of the APTEL, pending the disposal of the appeal by the APTEL.

From perusal of the above-quoted Orders of APTEL and the Supreme Court, it cannot be construed that the Supreme Court has given any directions regarding the merits of the case or APTEL has given any directions on the matter. The status of Appellant in Appeals at APTEL is that "no precipitative action by CTU" against such Appellants.

49. Considering the above discussion, the Petitioner's contention that the Petitioner is not liable to pay any transmission charges by placing reliance on the MoP Orders and the relevant Orders of the APTEL and Hon'ble Supreme Court is misplaced. We agree

with the CTUIL submission that the Petitioner has misconstrued the above-referred Orders of the APTEL and the Hon'ble Supreme Court to mean that the liability to pay transmission charges itself has been stayed.

50. Further, it is also a matter of fact that the Petitioner in the instant Petition is not a party under the above-mentioned Appeals before APTEL. Therefore, there is no direct nexus between the Petitioner and those Appeals in the instant case.
51. Therefore, the Petitioner is not entitled to a waiver from payment of the transmission charges prior to the COD of the generating station, and thus, the Petitioner is liable to pay the transmission charges, where the COD of the generating station has been delayed, in terms of Regulation 13(3) of the Sharing Regulations, 2022.
52. Issue No. 1 is answered accordingly.

Issue No. 2: What shall be the COD of the KTL System? What shall be the date from which KTL is entitled to recover transmission charges?

53. Respondent No. 2, KTL, has submitted that despite the delays, KTL completed the scope of the works under TSA and, vide its letter dated 23.09.2023, declared 24.09.2023 as the date of the deemed Commercial Operation Date (COD) of the Project. KTL has submitted that the SCOD of its project was 18.07.2023. By an email dated 10.10.2023, the Respondent No. 1, CTU, stated that Respondent No. 2's Project was yet to be commissioned. Respondent No. 2 vide its letter dated 28.10.2023, stated that the actual power flow has been established from the transmission system with effect from 24.10.2023. In view of the above, the Respondent No. 1 accepted the COD of the Respondent No. 2's transmission asset as 26.10.2023. The relevant details of the Yearly Transmission Charges submitted to CTUIL have been tabulated below:

Month	From	To	Transmission Charges (in Cr.)
Oct. 2023	26.10.2023	31.10.2023	0.37
Nov. 2023	01.11.2023	30.11.2023	1.83
Dec. 2023	01.12.2023	31.12.2023	1.89
Jan. 2024	01.01.2024	31.01.2024	1.89
Feb. 2024	01.02.2024	29.02.2024	1.77
Mar. 2024	01.03.2024	31.03.2024	1.89
Apr. 2024	01.04.2024	30.04.2024	1.84
May 2024	01.05.2024	31.05.2024	1.90
June 2024	01.06.2024	30.06.2024	1.83
Total			15.23

54. Respondent No. 2, KTL, has submitted that it issued a letter dated 20.05.2024 to CTUIL, stating that Respondent No. 2 has achieved the deemed COD of the Project on 24.09.2023, and as per the provisions of the TSA, it is entitled to recover the transmission charges of the Project.
55. KTL has submitted that on 20.06.2024, the SRLDC issued the System Operation Report for May, 2024 which provides the Schedule for the month of May, 2024 for the Wind and Solar generators, as per which, JSW Renew Energy Two Limited has scheduled 80.54 MUs for the month of May, 2024 to Rajasthan Distribution Companies, from its generating station, through Respondent No. 2's Karur Substation. There was actual power flow through the Respondent No. 2's Project from 15.05.2024, and therefore, 100% of the Respondent No. 2's Project's transmission charges are liable to be paid from the Transmission Pool with effect from 15.05.2024.
56. We have perused the submissions of KTL and the documents available on record. KTL has declared the deemed COD of its project on 24.09.2023 vide letter dated 23.09.2023 as under:

Ref: KTL/CoD/23092023

Date: 23rd September 2023

To,

Mr. Pritpal Singh, JSW Renew Energy Limited, JSW Centre, Bandra Kurla Complex, Bandra (E), Mumbai – 400 051	Executive Director – (Commercial), Central Transmission Utility of India Ltd, Saudamini, Plot No.2, Sector 29, Near IFFCO Chowk, Gurgaon (Haryana) – 122001
Chairman cum Managing Director, Power System Operation Corporation Ltd B-9, 1 st Floor, Qutab Institutional Area, Katwaria Sarai, New Delhi – 110 016	Executive Director, Southern Regional Load Despatch Center 29, Race Course Cross Road, Bangalore – 560 009

Sub: Declaration of Commercial Operation Date of the project

Ref: 1. Transmission Service Agreement dated 02.11.2021
2. KTL letter dated 17.05.2023 in compliance with Article 6.1.1 of TSA

Dear Sir,

Karur Transmission Limited ("KTL") hereby declares 24.09.2023 as Deemed Commercial Operational Date ("CoD") of project in compliance with Article 6.2.1 of TSA which reads as under:

"An Element of the Project shall be declared to have achieved COD seventy-two (72) hours following the connection of the Element with the Interconnection Facilities or seven (7) days after the date on which it is declared by the TSP to be ready for charging " (Emphasis provided).

Deputy Director & Electrical Inspector to Govt of India, Ministry of Power, CEA has provided the approval for energization of the electrical installations.

Details of the same is as under:

Element No.	Element Name	Date of Certificate
1	Establishment of 2X500MVA, 400/230kV Karur Pooling Substation (at a location in between Karur wind zone and Tiruppur wind zone) 4 Nos. of 230 kV line bays for interconnection of wind projects • 2 X 500 MVA, 400/230 kV ICTs • 400 kV ICT bay – 2 nos. • 230 kV ICT bay – 2 nos. • 400 kV line bay – 4 nos. • 400 kV reactor bay – 2 nos. • 230 kV line bays – 4 nos. • 230 kV Bus coupler bay – 1 nos. • 230 kV Transfer Bus Coupler (TBC) bay – 1 no.	17.09.2023 (Annexure – 1)
2	LILO of both Ckt of Pugalur- Pugalur (HVDC) 400kV D/C line (with Quad Moose ACSR conductor) at Karur PS	17.09.2023 (Annexure – 2)
3	2X125 MVA, 400kV Bus Reactors at Karur PS.	17.09.2023 (Annexure – 1)

KTL was required to take shutdown of 400 kV HVDC Pugalur – HVAC Pugalur Ckt I & II as part of installation of LILO (Element-2). Accordingly, KTL had proposed for shutdown in the month of July-23 to Sept-23 in SRPC OCC meetings, however the requests were rejected due to high wind generation in the Karur region and KTL was requested to plan shutdown in lean wind period.

KTL has completed its scope of work and the Electrical Inspector approval for energization of assets has been obtained. Accordingly, KTL would like to submit that the above-mentioned elements are ready for charging.

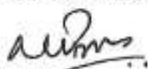
In view of the above, KTL declares 24.09.2023 (7 days from latest date of certificate i.e 17.09.2023), as deemed CoD in terms of Article 6.2.1 of TSA. Please note that in terms of Article No. 6.2.2 of the TSA reproduced herein below, KTL shall be eligible to claim availability equal to Target Availability with effect from 24.09.2023 and therefore shall be entitled to Tariff as mentioned in Schedule 6 of the TSA.

6.2.2 Once any Element of the Project has been declared to have achieved deemed COD as per Article 6.2.1 above, such Element of the Project shall be deemed to have Availability equal to the Target Availability till the actual charging of the Element and to this extent shall be eligible for payment of the Monthly Transmission Charges applicable for such Element.

Accordingly, KTL respectfully submits that it will be entitled to payment of the monthly transmission charges as per Schedule 3 of TSA with effect from 24.09.2023.

This is without prejudice to our rights available under the TSA and Law.

For Karur Transmission Ltd,



(M. R. Krishna Rao)
President

57. The CEA approval for electrical installation dated 17.9.2023 in support of its claim of deemed COD is quoted as under:



भारत सरकार
GOVERNMENT OF INDIA
विद्युत मंत्रालय
MINISTRY OF POWER
केन्द्रीय विद्युत प्राधिकरण
CENTRAL ELECTRICITY AUTHORITY
क्षेत्रीय निरीक्षक संगठन
REGIONAL INSPECTORIAL ORGANISATION



ब्लॉक IV तीसरी मंजिल, Block IV Floor III, शास्त्री भवन Shastri Bhavan, चेन्नई-6, Chennai - 600 006

No. 37/172/09/2023-RIO(S)/ 1235-1236

Dated:17.09.2023

To

**The Authorized Signatory,
Karur Transmission Limited,
1st Floor, South Wing,
Adani Corporate House, S.G. Highway,
Ahmedabad -382421, Gujarat, India**

Approval for Electrical Installation

(Under Regulation 45)

Equipment:	Installation of 2x500 MVA, 400/230 kV Karur Pooling Station with 2x125 MVAR, 420 kV Bus reactor (List is enclosed at Annexure- 2 Page)
Location:	400/230 kV Karur Pooling Station, Karur Transmission Limited (KTL)
Inspected by:	Deputy Director, RIO, CEA, Chennai on 06.09.2023
Reference: -	1. Online application No: A/2023/12103 dated 29.08.2023. 2. Our Inspection Report No. 37/172/09/2023-RIO(S)/ 1171-1172 Dated:13.09.2023 3. Your Online Compliance Report dated 15.09.2023

With reference to the above, approval is hereby granted for energizing the electrical installation as given above. This approval is strictly subject to your full compliance with the relevant provisions of the CEA (Measures relating to Safety and Electric Supply) Regulations, 2023 in every respect. The statement of energization particulars may please be forwarded to this office immediately after energization of the installation.

The next inspection of these equipment under regulation 32 shall be due after two years from the date of this approval.

Srikanth

**(M. Srikanth Reddy)
Deputy Director &**

Electrical Inspector to the Govt. of India

Copy to: The Chief Engineer (CEI), CEA, New Delhi – 110 066

उप निदेशक / Deputy Director
क्षेत्रीय निरीक्षण संगठन
Regional Inspectional Organisation
केन्द्रीय विद्युत प्राधिकरण
Central Electricity Authority
चेन्नई / Chennai-600 006





भारत सरकार
GOVERNMENT OF INDIA
विद्युत मंत्रालय
MINISTRY OF POWER
केंद्रीय विद्युत प्राधिकरण
CENTRAL ELECTRICITY AUTHORITY
क्षेत्रीय निरीक्षक संगठन
REGIONAL INSPECTORIAL ORGANIZATION

Annexure - 22



ब्लॉक IV तल III Block IV Floor III, शास्त्री भवन Shastri Bhavan, चेन्नई Chennai - 600 006

No. 37/172/09/2023-RIO(S)/ 1237-38

Dated:17.09.2023

To

The Authorized Signatory,
Karur Transmission Limited,
1st Floor, South Wing,
Adani Corporate House, S.G. Highway,
Ahmedabad -382421, Gujarat, India

Approval for Electrical Installation
(Under Regulation-45)

Details: <i>LILO of both circuits of Pugalur - Pugalur (HVDC) 400 kV D/C line (with Quad Moose ACSR Conductor) at Karur Transmission Limited pooling S/S – 3.04 KMs</i>			
Inspected by:		Deputy Director, RIO, CEA, Chennai on 06.09.2023	
Reference: -			
Your letter No.	Online Application No: B/2023/01361	Dated	29.08.2023
Our_IR_No.	No. 37/172/09/2023-RIO(S)/ 1173-1174	Dated	13.09.2023
Your_CR No.	No. KTL/TL/Compliance/150923	Dated	15.09.23

With reference to the above, approval is hereby granted for energizing the electrical installation as mentioned above. This approval is strictly subject to your full compliance with the relevant provisions of the CEA (Measures relating to Safety and Electric Supply) Regulations, 2023 in every respect. The statement of energization particulars may please be forwarded to this office immediately after energization of the installation.

The next inspection of these equipment under regulation 32 shall be due after two years from the date of this approval.

Srikanth
(M Srikanth Reddy)
Deputy Director &
Electrical Inspector to the Govt. of India

Copy to: The Chief Engineer (CEI), CEA, New Delhi – 110 066

उप निदेशक / Deputy Director
क्षेत्रीय निरीक्षण संगठन
Regional Inspectorial Organization
केंद्रीय विद्युत प्राधिकरण
Central Electricity Authority
चेन्नई / Chennai-600 006.

1

As per the above, CEA approved the installation of all three elements of the KTL transmission system on 17.09.2023.

KTL has filed an email dated 10.10.2023 by NLDC (Implementing Agency under 2020 Sharing Regulations), quoted as under:



From: Implementing Agency <implementingagency@grid-india.in>
Sent: Tuesday, October 10, 2023 3:38 PM
To: Matulya Shah <Matulya.Shah@adani.com>
Cc: M.R. Krishna Rao <MR.Krishnarao@adani.com>; Bhavesh Kundalia <Bhavesh.Kundalia@adani.com>; Prashant Kumar <Prashant.Kumar1@adani.com>; Neeraj Kumar (नीरज कुमार) <neeraj.kumar@grid-india.in>; S. C. Saxena (एस. सी. सक्सेना) <scsaxena@grid-india.in>; Abhash Rai <abhash.rai@grid-india.in>; Laxman Singh (लक्ष्मण सिंह) <laxmanrawat@grid-india.in>; Rajesh Sirigirisetty <Rajesh.Sirigirisetty@adani.com>; ajayupadhyay@powergrid.in; CTUBCD <ctubcd@powergrid.co.in>; Manish Karna <manish.karna@adani.com>; Praveen Tamak <PRAVEEN.TAMAK@ADANI.COM>; Narendra Kumar Ojha <Narendran.Ojha@adani.com>; Sanny Machal (सन्नी मचल) <sannymachal@grid-india.in>
Subject: Re: Furnishing YTC of ISTS assets for the billing period September,2023

***CAUTION:** This mail has originated from outside Adani. Please exercise caution with links and attachments.*

Sir,

In absence of the format-I(C) (details required for bilateral billing) to be furnished by Transmission licensee, transmission charges for the assets owned by Karur Transmission Ltd. can not be recovered as per the provision under clause 13(12) of Sharing Regulations, 2020.

Further, as informed by SRLDC, Karur Transmission Limited has applied for First Time charging (FTC) on 27-Sep-2023 18:26 with likely date of charging as 03rd Oct 2023, the safety clearance from CEA been uploaded as an annexure for the FTC request to SRLDC on 29th Sep'23.

It is also to be noted that transmission assets of Karur Transmission Limited are not yet Commissioned.

Regards
Sanny Machal

As per the above, NLDC has pointed out that KTL applied for the first time, charging only on 27.09.2023, with a likely date of charging as 3.10.2023, and the CEA certificate was uploaded for this request only on 29.9.2023.

58. KTL has filed a letter dated 28.10.2023 regarding "Update on declaration of Commercial Operation Date of the Project, quoted as under:

Ref: KTL/CoD/28102023

Date: 28th October 2023

To,

Mr. Pritpal Singh, JSW Renew Energy Limited, JSW Centre, Bandra Kurla Complex, Bandra (E), Mumbai – 400 051	Executive Director – (Commercial), Central Transmission Utility of India Ltd, Saudamini, Plot No.2, Sector 29, Near IFFCO Chowk, Gurgaon (Haryana) – 122001
Chairman cum Managing Director, Grid Controller of India Ltd B-9, 1 st Floor, Qutab Institutional Area, Katwaria Sarai, New Delhi – 110 016	Executive Director, Southern Regional Load Despatch Center, 29, Race Course Cross Road, Bangalore – 560 009

Sub: Update on Declaration of Commercial Operation Date of the project

Ref: 1. Transmission Service Agreement dated 02.11.2021
2. KTL letter dated 17.05.2023 in compliance with Article 6.1.1 of TSA
3. KTL letter dated 23.09.2023 regarding declaration of deemed CoD

Dear Sir,

This has reference to Karur Transmission Limited ("KTL") letter dated 23.09.2023 regarding declaration of deemed CoD as 24.09.2023 of the Project. KTL would like to submit that actual power flow has been established in LILO of 400 kV Puglar (HVDC) – Puglar (HVAC) transmission line along with charging of 400 kV Karur pooling station as well as reactor with effect from 24.10.2023. The details of the charging and actual power flow is as under:

Type	Element Name	Charging Date & Time
Line	400kV Pugalur (HVDC) PGCIL- Karur Line 2 (Along with Karur - 409 & HVDC SS - 426 Bay(s))	24-Oct-23 17:44 Hrs
Line	400kV Pugalur (HVDC) PGCIL- Karur Line 1 (Along with Karur - 412 & HVDC SS - 429 Bay(s))	24-Oct-23 17:17 Hrs
Line	400kV Pugalur (HVAC) PGCIL- Karur Line 1 (Along with Karur - 403 & HVAC (Existing) SS - 421 Bay(s))	24-Oct-23 10:24 Hrs
Line	400kV Pugalur (HVAC) PGCIL- Karur Line 2 (Along with Karur - 406 & HVAC (Existing) SS - 418 Bay(s))	24-Oct-23 11:55 Hrs
Bay	401 bay at 400/230 kV Karur Pooling Station	24-Oct-23 11:45 Hrs

Bay	400 KV, 402 at 400/230kV Karur Pooling Station (Tie Bay)	24-Oct-23 11:44 Hrs
Bay	400 KV, 405 at 400/230kV Karur Pooling Station (Tie Bay)	24-Oct-23 12:20 Hrs
Bay	403 bay at 400/230 kV Karur Pooling Station	24-Oct-23 11:12 Hrs
Bay	404 bay at 400/230 kV Karur Pooling Station	24-Oct-23 12:21 Hrs
Bay	406 bay at 400/230 kV Karur Pooling Station	24-Oct-23 12:09 Hrs
Bay	409 bay at 400/230 kV Karur Pooling Station	24-Oct-23 18:08 Hrs
Bay	412 bay at 400/230 kV Karur Pooling Station	24-Oct-23 17:32 Hrs
Miscellanies	400kV Main Bus-I	24-Oct-23 11:12 Hrs
Miscellanies	400kV Main Bus-II	24-Oct-23 11:45 Hrs
Reactor	125 MVAR, 420 KV Bus Reactor 1 at 400/230 kV Karur Pooling Station (connected to 401 Bay(s))	24-Oct-23 18:52 Hrs
Reactor	125 MVAR, 420 KV Bus Reactor 2 at 400/230 kV Karur Pooling Station (Connected to 404 Bay(s))	24-Oct-23 19:37 Hrs

SCADA screenshots depicting power flow in 400 kV Pugalur HVDC - HVAC both line is marked and attached as **Annexure 1**.

In view of the above, KTL has completed its scope of work in element 1, 2 and 3 with actual power flow and KTL is entitled to payment of monthly transmission tariff as mentioned in Schedule 6 read with Schedule 3 of the TSA.

This is without prejudice to our rights available under the TSA and Law.

For Karur Transmission Ltd,


(M. R. Krishna Rao)
President

As per the above, KTL intimated regarding the actual power flow from the LILO of the 400 kV Pugalur (HVDC) - Pugalur (HVAC) transmission line, along with the charging of 400 kV Karur pooling station and the reactor on 24.10.2023.

59. We note that KTL has submitted that CTU accepted COD of KTL from 26.10.2023 and not 24.09.2023, and commenced billing for KTL from 26.10.2023. We have perused the CTUIL letter dated 20.05.2024, suggesting KTL to review the DOCO of the element, which is as under:



Annexure- R2/6

CENTRAL TRANSMISSION UTILITY OF INDIA LTD.
(A wholly owned subsidiary of Power Grid Corporation of India Limited)
(A Government of India Enterprise)

Without prejudice

Ref: CTU/KTL/2024-25

Date: 24.06.2024

To,
Karur Transmission Limited
Adani Corporate House, Shantigram,
S G Highway, Ahmedabad- 382421.

Sub: Recovery of monthly transmission charges of Karur Transmission Limited (KTL)-Reg.

Ref: Your letter ref no. KTL/COD/20052024 Dated. 20.05.2024

Sir,

We write with reference to your letter wherein KTL requested CTU to recover 10% of transmission charges from JSW Renew Energy Ltd (JREL) and balance 90% of transmission charges from the pool DICs from deemed COD of the project i.e., 24.09.2023. Clarification in this regard are as given below:-

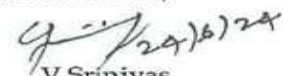
1. In terms of the provisions of CERC Sharing Regulations, CTUIL is mandated to raise ISTS charges bills in accordance with the monthly notification of NLDC and subsequent issuance of monthly RTAs by RPCs from time to time. Therefore, your request to CTUIL to deviate from the notification of NLDC and RTA issued by RPC in particular cannot be accepted. It appears that there is some misunderstanding on the part of KTL with regard to the roles entrusted upon CTUIL, NLDC and RPC. In this regard it would be pertinent to mention that your contention with regard to mail dtd 05.10.2023 by CTUIL is misplaced as no such communication has been sent from CTU.
2. In the referred letter KTL have stated that the recovery of transmission charges from JREL was restricted to 10% by Hon'ble CERC RoP order dtd. 19.04.2024 in petition no. 42/MP/2024 and balance 90% of transmission charges ought to be recovered from pool DICs in terms of Regulation 13(3) of Sharing Regulations, 2020. It is clarified that the bilateral bills raised by CTUIL on behalf of KTL are in line with CERC Sharing Regulations and no regulatory provision is available to recover the balance transmission charges (90%) from pool DICs, as wrongly claimed by KTL. Further, in line with the direction of CERC vide RoP dtd 19.04.2024 in Pet 42/MP/2024, JREL has paid the 10% of transmission charges raised against the Impugned Invoices dtd 6.12.2023 and 1.1.2024 and the same has already been disbursed to KTL to comply the said direction of Hon'ble Commission.



3. In above regard, it is also observed that as per the certificates issued by SRLDC, some of the elements of transmission system viz ICTs along with associated bays & Tie Bays etc., had completed their 24 Hrs of successful trial run operation by 30.11.2023. Hence, KTL is requested to review the earlier DOCO declared w.e.f 24.09.2023 and revise the DOCO, if required, in compliance of all the requirements as per TSA and IEGC Regulations, 2023. Subject to review of the DOCO of the KTL assets, necessary billing adjustments shall be carried out by CTUIL as per the directions of the Hon'ble Commission in the pending JREL Petition no.42/MP/2024.
4. We hope the above clarifies the concerns raised by KTL and KTL is requested to review and take necessary action towards declaration of DOCO of their assets as mentioned at Para 3 above.

Thanking you,

Yours faithfully,
For and on behalf of CTUIL,


V Srinivas

Chief General Manager (Commercial)

CC: Executive Director, NLDC, GCIL, Katwaria Sarai, New Delhi -110016.

As per the above, CTUIL has stated that as per the SRLDC certificate, some elements of the transmission system, viz., ICTs along with associated bays and Tie Bays, etc., have completed their 24 Hrs of successful trial run operation by 30.11.2023. Accordingly, CTUIL requested that KTL review its DOCO declared w.e.f. 24.09.2023. CTU also stated in the above-said letter that it shall carry out necessary billing adjustments as per the Commission's directions in the instant Petition.

60. We have perused Clause 6.2.1 of the TSA dated 02.11.2021 regarding the provision of a declaration of deemed COD of transmission system, which is as under:

"6.2.1 An Element of the Project shall be declared to have achieved COD seventy two (72) hours following the connection of the Element with the Interconnection Facilities or seven (7) days after the date on which it is declared by the TSP to be ready for charging but is not able to be charged for reasons not attributable to the TSP or seven (7) days after the date of deferment, if any, pursuant to Article 6.1.2.

Provided that an Element shall be declared to have achieved COD only after all the Element(s), if any, which are pre-required to have achieved COD as defined in Schedule 3 of this Agreement, have been declared to have achieved their respective COD."

As per above, an Element can be declared to have achieved COD or deemed COD only after it is ready for charging and all the Element(s), if any, which are pre-required to have achieved COD as defined in Schedule 3 of the TSA, have been declared to have achieved their respective COD.

61. We have perused Schedule 3 of the TSA dated 2.11.2021 for KTL, which provides as under:

Transmission Service Agreement

Schedule : 3

Scheduled COD

[Note: As referred to in the definition of "Element", "Scheduled COD", and in Articles 3.1.3 (c), 4.1 (b) and 4.3 (a) of this Agreement]

All Elements of the Project are required to be commissioned progressively as per the schedule given in the following table:

S. No.	Name of the Transmission Element	Scheduled COD	Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project	Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element
1.	Establishment of 2x500 MVA, 400/230 kV Karur Pooling Station (at a location in between Karur Wind zone and Tiruppur wind zone) 4 Nos. of 230kV line bays for interconnection of wind projects • 2x500MVA, 400/230 kV ICTs • 400kV ICT bay – 2 nos. • 230kV ICT bay – 2 nos. • 400kV line bay – 4 nos. • 400kV reactor bay – 2 nos. • 230kV line bays – 4 nos. • 230kV Bus coupler bay- 1 no.* • 230kV Transfer Bus Coupler (TBC) bay - 1 no.* Space provision for Phase-II: (i) 400/230kV ICTs along with bays: 3 nos. (ii) 230kV line bays: 5 nos. (iii) 230 kV Bus Sectionaliser bays: 2 nos. Future provisions (Additional Space for): (i) 400/230kV ICTs along with bays: 3 nos. (ii) 400kV line bays: 6 nos. (iii) 230kV line bays: 7 nos.	Matching with schedule of RE developers or 18 months from the date of transfer of SPV whichever is later "	100%	Element at S. No 2 & 3


JSW Renew Energy Limited


Karur Transmission Limited

Karur Transmission Limited

Page 98 of 121

S. No.	Name of the Transmission Element	Scheduled COD	Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project	Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element
2.	LILO of both circuits of Pugalur – Pugalur (HVDC) 400kV D/c line (with Quad Moose ACSR conductor) at Karur PS			Element at S. No 1 & 3
3.	2x125 MVAR, 420kV bus reactor at Karur			Element at S. No 1 & 2

Note:

* To fulfill the requirement of bus switching scheme.

As per gazette notification dated 19.07.2021.

The payment of Transmission Charges for any Element irrespective of its successful commissioning on or before its Scheduled COD shall only be considered after successful commissioning of the Element(s) which are pre-required for declaring the commercial operation of such Element as mentioned in the above table.

Scheduled COD for overall Project: **Matching with schedule of RE developers or 18 months from the date of transfer of SPV whichever is later**

As per above, all elements are prerequisites of each other, meaning that all 3 elements can be declared COD together.

62. We note that though CEA has given approval for electrical installation on 17.09.2023 for all three elements of the transmission system, but whether the elements of KTL were ready for charging or not is to be ascertained, especially in light of email of NLDC pointing out that KTL applied for FTC only on 27.9.2023, 3 days after declaring deemed COD with likely date of charging as 3.10.2023 and the fact that CTU agreed for COD date as 26.10.2023 and not 24.09.2023. We note there is a contradiction between the letter dated 23.09.2023 from KTL claiming deemed COD as 24.9.2023 and the facts noted in the NLDC email, which KTL has not disputed.
63. We note that CTU, as a Respondent, has not furnished any response on COD/ deemed COD of KTL in the instant matter despite the fact that CTU is the agency identified as the Nodal agency under the 2020 Sharing Regulations to carry out all the billing and collection of ISTS.
64. We note that Elements of the KTL comprise LILO, ICTs and reactors. In the absence of generation capacity connecting to ICT, ICTs would not carry any power. LILO, however, is a loop of existing lines connecting through the substation busbar, and would carry power through it, even in the absence of a generating station. Further, the 400/230 kV ICTs could be idle-charged from the 400 kV side. If the elements of KTL

were ready on 23.9.2023 but could not carry power due to the absence of a generating station, why LILO carried power only on 24.10.2023, and ICTs were charged on no load only on 29.11.2023 is not clear. NLDC's email further underscores that the elements were not ready, leading to the situation that LILO, despite having no impediment due to the generation project, did not carry power till 24.10.2023. Once LILO carried power on 24.10.2023, it can be concluded that LILO was ready as of 24.10.2023. Further, once the ICTs were charged on 29.11.2023 (considering 30.11.2023 as the date of completion of the 24-hour successful trial operation, as per the CTUIL's communication dated 24.06.2024), it can be concluded that the ICTs were ready on that date, i.e. 29.11.2023. Since all elements are prerequisites of each other, the COD/ COD of elements can be considered together only after 29.11.2023 and hence cannot be considered as 24.09.2023. KTL has also furnished that the Petitioner's project is scheduled to commence in May 2024. Since ICTs could be connected to interconnection facilities (generation project on one side) only as late as May 2024, it can at best be declared deemed COD in terms of TSA from the date they are ready, plus 7 days (after prerequisites are ready).

65. We note that KTL has not furnished any RLDC certificate of trial run on load/ no load for LILO, Reactors or ICTs to establish completeness of the elements. We also note that from 1.10.2023, IEGC 2023 came into force, which provides as under:

"26..

(3)Transmission system

- a) *The transmission licensee shall submit a certificate signed by the authorized signatory not below the rank of CMD or CEO or MD of the company to the concerned RLDC and to the Member Secretary of the concerned RPC before declaration of COD that the transmission line, sub-station and communication system conform to the CEA Technical Standards for Construction, CEA Technical Standards for Connectivity, CEA Technical Standards for Communication, Central Electricity Authority (Measures relating to Safety and Electricity Supply) Regulations,2010 and these regulations and are capable of operation to their full capacity.*

..

27...

(a) Transmission System

- (i) *The commercial operation date in the case of an Inter-State Transmission System or an element thereof shall be the date declared by the transmission licensee on which the Transmission System or an element thereof is in regular service at 0000 hours after successful trial operation for transmitting electricity and communication signals from the sending end to the receiving end as per Regulation 23 and submission of a declaration as per clause (3) of Regulation 26 of these regulations:*

Provided that the commercial operation date of a transmission element that is a part of the Associated Transmission System (ATS) shall be declared only after a successful trial run of the last element of the said ATS:

....:



.....

Provided also that in the case of inter-State Transmission System executed through Tariff Based Competitive Bidding, the transmission licensee may declare deemed COD of the ISTS in accordance with the provisions of the Transmission Service Agreement after obtaining (a) a certificate from the CTU to the effect that the transmission system is complete as per the specifications of the bidding guidelines and applicable CEA Standards and (b) no load charging certificate from the respective RLDC, where no load charging is possible. “

As per the above, the deemed COD of any element of the transmission system under TBCB can be declared only after obtaining a certificate from CTU for completion and no-load charging from RLDC, where no-load charging is possible.

66. We note that KTL has not submitted a CTU completion certificate, nor a load charging certificate (considering that no load charging for ICT was possible since LILO was connected at both ends and the substation was charged).
67. In light of the above discussions, we are of the considered view that KTL could only have declared deemed COD for its elements (prior to a date when the generating station got connected to ICTs), since all elements were prerequisites of each other, only once all elements of KTL are ready. As per the CTUIL letter dated 24.06.2024, the ICTs, along with their associated bays, successfully completed a 24-hour trial operation on 30.11.2023. It implies the ICTs were ready and charged on 29.11.2023. As we have already discussed, LILO could have carried power if it were ready, but LILO carried power only on 24.10.2023, while the ICTs were ready and charged on 29.11.2023. We are of the considered view that the date of completion of elements of KTL shall be considered as 29.11.2023. Hence, the deemed COD for KTL shall be 7.12.2023, 7 days after the completion of all prerequisite elements. Hence, the transmission charges for KTL shall be billed from 7.12.2023 in terms of this Order.
68. Issue No 2 is answered accordingly.

Issue No.3: Whether the Petitioner is liable for payment of transmission charges prior to the effective date of GNA?

69. Petitioner has submitted that since the GNA was granted to the Petitioner for 100 MW effective from 31.10.2023 only, the liability towards transmission charges, in any case, cannot commence any time prior to 31.10.2023.



70. Respondent, KTL, has submitted that it is entitled to receive 100 % of the transmission charges from the COD of its Project, either as bilateral transmission charges from the Petitioner or from the transmission pool, in terms of the Sharing Regulations, 2020.
71. CTUIL has submitted that on 30.10.2023, it informed the Petitioner that the deemed GNA of 100 MW granted to the Petitioner for its generation project at Karur PS was to be made effective w.e.f. 31.10.2023 as per the Regulations. Subsequently, CTUIL raised the first invoice on 6.12.2023 for the month of October, on which the Petitioner issued an Invoice Dispute Notice dated 18.12.2023, stating the same to be exorbitant and incorrect. From then on, CTUIL continued to issue invoices to the Petitioner. The Petitioner has paid an amount of Rs.22,00,327/-, i.e. 10% of the transmission charges raised against the impugned invoices dated 6.12.2023 and 1.1.2024, on 3.5.2024, in line with the directions of this Commission vide RoP dated 19.4.2024.
72. CTUIL has submitted in respect of the Petitioner contention that transmission charges cannot be levied for a period before the effective date of GNA, that in terms of Regulation 13(3) of the Sharing Regulations, 2020, in the case of a delay in the COD of the generating station, the transmission charges are to be levied corresponding to the capacity that is delayed from the start date of such connectivity. CTUIL submitted that in the present case, the generating station of the Petitioner has been delayed and, as such, it has become liable to pay the transmission charges from the start date of connectivity. As per the connectivity grant dated 31.12.2020, the start date of connectivity has been stated to be '31.10.2022 or availability of the common transmission system for connectivity, whichever is later'. Further, as per the LTA grant, which was transitioned to GNA, the start date of GNA was 18.7.2023. The common transmission system has achieved COD on 24.9.2023 as declared by Respondent No.2, and therefore, by virtue of Regulation 13(3), the Petitioner has become liable to pay the transmission charges for the capacity which has not achieved COD from 24.9.2023.
73. We have considered the submission of the Petitioner and the Respondents and perused the facts on record.
74. We have perused the LTA grant letter dated 07.05.2021 issued by CTUIL to the Petitioner, and the relevant extract of the same is as under:

8 Drawl of Power (more than one only in case of single Injection)	Entity-1 State/Region Quantum-1 Connectivity with the Grid	Target Northern Region 100 MW Through ISTS network
9 Transmission System for LTA	Common Transmission System for Connectivity/LTA:	
9a Date from which LTA is granted	• Establishment of Karur PS with 2x500MVA, 400/230kV ICTs • LILO of both circuit of Pugalur – Pugalur (HVDC) 400kV D/c line (with quad moose ACSR conductor) at Karur PS. • 2x125 MVar, 400 kV Bus reactors at Karur PS	
9b Date upto which LTA is granted	01.06.2022 or availability of Common Transmission System for LTA, whichever is later	
9c Implementing Agency for transmission system required for LTA	31.05.2047	
9d Agencies between which agreement is to be signed for implementation of transmission system	Yet to be identified	
9e Amount (in Rupees) for which Bank Guarantee is to be provided by the applicant	M/s JSW Renew Energy Ltd. & CTU	
10 Transmission Charges Applicable	Rs.50000000.00/-(5 Cr.)	
	Transmission charges as per CERC Sharing of Inter-State Transmission Charges and Losses Regulations, 2020.	

Note: Long Term Access is granted to the ISTS subject to the following:

As per above, the LTA was granted by the CTUIL with the transmission system under ISTS identified as the establishment of Karur PS with 2x500 MVA, 400/230 kV ICTs, LILO of both circuits of Pugalur – Pugalur (HVDC) 400 kV D/c line at Karur PS, and 2x125 MVar, 400 kV Bus reactors at Karur PS.

75. We have also perused the revision in the LTA grant vide letter dated 03.02.2022 issued by CTUIL to the Petitioner, and the relevant extract of the same is as under:

Date : 03.02.2022

Shri Pritpal Singh
AGM(Business Development)
JSW Renew Energy Limited
JSW Centre, Bandra Kurla Complex
Bandra East, Mumbai
Maharashtra - 400051

Subject: Revision in grant of Long-Term Access (LTA) to M/s JSW Renew Energy Limited for 100 MW – reg.

Dear Sir,

We write with reference to your LTA application no. 1200003535 for firming up of beneficiary to West Bengal from target NR in earlier granted LTA vide intimation no. C/CTU/S/07/1200002956 dated 07.05.2021 for LTA application no. 1200002956, on the basis of PPA dated 27.07.2021 signed between M/s JSW Renew Energy Limited & SECI and PSA dated 30.06.2021 signed between SECI & West Bengal State Electricity Distribution Company Limited, West Bengal with same start and end date of LTA. The LTA application of M/s JSW Renew Energy Limited for firming of beneficiary was agreed in the 2nd Consultation Meeting for Evolving Transmission Schemes in Southern Region held on 29.12.2021.

Accordingly, as per the decision during above referred meeting, earlier LTA intimation C/CTU/S/07/1200002956 dated 07.05.2021 is revised and details are given at **Annexure-1**.

This revision shall form an integral part of earlier Grant of LTA intimation C/CTU/S/07/1200002956 dated 07.05.2021. Further, all other terms and conditions of the earlier intimations for grant of LTA shall remain the same.

You are requested to sign the supplementary LTA Agreement within 30 days from the date of this intimation, failing which the grant of LTA shall be revoked without any prior notice in line with the CERC Connectivity Regulations.

You may contact at the following address for signing the referred agreements.

Chief General Manager
Central Transmission Utility of India Ltd
(Wholly Owned Subsidiary of POWERGRID)
Saudamini, Plot No. – 2, Sector – 29,
Near IFFCO Chowk, Gurugram – 122 001
Tel: 0124-2822317

Thanking you,

Yours faithfully,

Details of the revised clauses to earlier LTA Intimation C/CTU/S/07/1200002956 dated 07.05.2021

Clause No.	Description	Earlier	Amended with this letter
8	Drawl of Power (more than one only in case of single Injection)	-	-
	Entity-1	Target	M/s West Bengal State Electricity Distribution Company Limited
	State/Region	NR	West Bengal / ER
	Quantum-1	100 MW	100 MW
	Connectivity with the Grid	Through ISTS network	Through interconnections between West Bengal STU with ISTS network
9a	Date from which LTA is granted	01.06.2022 or availability of Common Transmission System for LTA, whichever is later	18.07.2023
9c	Implementing Agency for transmission system required for LTA	Yet to be identified	M/s Adani Transmission Ltd.
9e	Amount (in Rupees) for which Bank Guarantee is to be provided by the applicant	Rs. 5.0 Cr.	NA

Amended
18/07/22

As per the above, CTUIL, vide letter dated 03.02.2022, has changed the start date of LTA to 18.07.2023 without changing the transmission system mentioned under the original LTA grant letter dated 07.05.2021.

76. We also note that subsequently, after the effectiveness of the GNA Regulations, CTUIL, vide letter dated 21.09.2023, has transitioned the Petitioner's LTA into GNA under the GNA Regulations, quoted as under:

Date: 21-09-2023

To,

As per distribution list

Sub: Grant of deemed GNA under Regulation 37.3 of GNA Regulations, 2022

Dear Sir/Ma'am,

This is in continuation to our notice for "Transition of Connectivity/LTA/MTOA in line with CERC (Connectivity and GNA to the ISTS) Regulations, 2022" dated 13-04-2023 wherein requisite compliances for different provisions of Regulation 37 were published on the CTU website.

As per Regulation 37.3 of GNA Regulations, if the entity exercises the option to convert the Long Term Access (LTA) granted under the Connectivity Regulations, 2009 as GNA under GNA Regulations, they were required to submit applicable Conn-BG(s) within two (2) months of exercising such option. Details regarding submission of Conn-BG(s) by entities under Regulation 37.3 was also published on CTU website on 27-06-2023.

Details of such entities were also deliberated in the 21st CMETS-SR held on 18-08-2023, wherein it was decided that such entities shall be considered as GNA deemed to have been granted under GNA Regulations, upon submission and acceptance of amended BGs (if pending any), for the quantum of LTA granted to these entities under Connectivity Regulations 2009. Further, the existing agreements between the entity (deemed GNA Grantee) and the Nodal Agency shall be aligned in line with the provisions of GNA Regulations.

As per minutes of the 21st CMETS-SR, held on 18.08.2023, details of the deemed GNA under Regulation 37.3 of GNA Regulations, 2022 is attached at **Annexure-I**.

**Grant of deemed GNA to SR entities as per Regulation 37.3
of GNA Regulations, 2022**

Sl. No.	Name of Applicant	Connectivity granted at PS	Conn. App. no.	Conn. Quantum under CERC Connectivity Reg. 2009 (MW)	LTA App. no.	Present LTA granted (MW)	Deemed GNA under Reg. 37.3 (MW)
1.	ReNew Surya Ojas Pvt. Ltd.	Koppal PS	1200002536	300	1200002993	300	300
2.	Renew Solar Power Pvt. Ltd.	Koppal PS	1200003254	300	1200003267	300	300
3.	Ayana Renewable Power Six Pvt. Ltd.	Koppal PS	1200003181	300	1200003482	300	300
4.	Tunga Renewables Energy Pvt. Ltd.	Koppal PS	1200003392	115	1200003577	189.84	189.84
			1200003507	189.93			
			1200003849	45.07			
5.	Project Ten Renewable Power Pvt. Ltd.	Koppal PS	1200003530	150	0451100005	150	150
6.	Renew Solar Power Pvt Ltd	Gadag PS	1200003242	300	1200003268	300	300
7.	Vena Energy Vidyuth Pvt. Ltd.*	Gadag PS	1200002872	160	1200003276	160	160
8.	Azure Power India Pvt. Ltd. *	Gadag PS	1200003497	120	0451100008	120	120
9.	Azure Power India Pvt. Ltd. *	Gadag PS	1200003534	50	0451100003	50	50
10.	Green Infra Wind Energy Ltd	Gadag PS	1200003500	180	0451100007	178.5	178.5
			0251100003	120			
			0351100002	50			
11.	ReNew Naveen Urja Pvt. Ltd.	Gadag PS	1200003597	300	451100009	297.5	297.5
12.	JSW Renew Energy Ltd.	Karur PS	1200002868	270	1200002956 1200003535 1200003533	270	270
13.	JSW Neo Energy Ltd. (earstwhile JSW Future Energy Ltd.)	Karur PS	1200003212	150	1200003536	150	150
14.	Project Ten Renewable Power Pvt. Ltd.	Pavagada	1200003540	300	0451100004	300	300
15.	JSW Renew Energy Ltd.	Tuticorin-II (GIS)	1200002869	500	1200003316	540	540
16.	JSW Renew Energy Ltd.	Tuticorin-II (GIS)	1200003262	40			

As per above, Petitioner's LTA was transitioned into GNA. We note that there is no communication regarding the modification of the start date of the LTA or the start date of GNA in the above-said letter. We also note that under the GNA Regulations, the start date of Connectivity is the same as the start date of LTA under the 2009 Connectivity Regulations, since under the GNA Regulation, a full evacuation system is planned on the application of Connectivity, which was planned with the LTA Application under the 2009 Connectivity Regulations.

77. Regulation 13(3) of the 2020 Sharing Regulations effective from 1.11.2023 provides as under:

“(3) Where COD of a Connectivity grantee other than Renewable Power Park Developer has not been achieved on or before start date of Connectivity in terms of GNA Regulations, and the Associated Transmission System has achieved COD, which is not earlier than start date of Connectivity, the Connectivity Grantee shall pay Yearly Transmission Charges for the Associated Transmission System corresponding to Connectivity capacity which has not achieved COD:

Provided that where a Connectivity grantee is Renewable Power Park Developer and the generation capacity within the Renewable Power Park has not declared COD on or before start date of Connectivity in terms of GNA Regulations, and the Associated Transmission System has achieved COD, which is not earlier than start date of Connectivity, the Renewable Power Park Developer shall pay Yearly Transmission Charges for the Associated Transmission System corresponding to generation capacity which has not achieved COD:

Provided that Yearly Transmission Charges in respect of Associated Transmission System corresponding to the Connectivity capacity which have achieved COD shall be included for determination of transmission charges of DICs in accordance with Regulations 5 to 8 of these regulations.

As per the above, transmission charges for ATS are to be levied on the connectivity grantee corresponding to the Connectivity capacity that has not achieved COD, in case ATS has achieved COD (*not earlier than the start date of Connectivity*), but the generating station is delayed.

78. For the instant, the Petitioner's start date of Connectivity/start date of LTA/ start date of GNA is 18.7.2023. However, the effective date of GNA is 31.10.2023 as communicated by CTU to the Petitioner. We have already concluded under Issue No.2 that billing in the instant case shall start from 7.12.2023, considering the deemed COD of the transmission system as 7.12.2023, and since billing is after GNA was made effective, the issue of billing prior to GNA's effective date no longer survives in light of these discussions.

79. Issue No. 3 is answered accordingly.

Issue No. 4: What is the quantum for which Petitioner is liable for payment of transmission charges? What shall be the mechanism for recovery of the balance transmission charges of the KTL's transmission system?

80. Petitioner has submitted that Petitioner is being invoiced for the entire transmission charges of the 1000 MW transmission system of KTL, though the operationalised connectivity and GNA capacity of the Petitioner is only 100 MW. Such demand is

against Regulation 13(3) of the Sharing Regulations, 2020. The Petitioner, if at all, can be liable only to pay transmission charges for a 100 MW capacity.

81. Respondent KTL has submitted that KTL has commissioned its Project, and it is entitled to recover 100% transmission charges from its COD in accordance with the provisions of the TSA and the Sharing Regulations, 2020.
82. KTL has submitted that there was actual power flow through the Respondent No. 2's Project from 15.05.2024, and therefore, 100% of the Respondent No. 2's Project's transmission charges are liable to be paid from the Transmission Pool with effect from 15.05.2024.
83. CTU vide Affidavit dated 24.09.2024 has submitted that the following elements under Karur REZ Transmission System are the ATS of the Petitioner as per the grant of LTA, TSA signing and the Regulations of this Commission:
 - Establishment of Karur PS with 2x500 MVA, 400/230 kV ICTs
 - LILO of both circuits of Pugalur – Pugalur (HVDC) 400kV D/c line (with quad moose ACSR conductor) at Karur PS.
 - 2x125 MVA, 400 kV Bus reactors at Karur PS
84. CTUIL has submitted that the entire transmission system implemented by KTL has been considered to raise the bilateral bills, as the Petitioner is the sole LTTC for the subject transmission project as per the TSA signed between KTL and the Petitioner.
85. KTL has submitted that the present issue is squarely covered by the Order dated 08.05.2025 passed by this Commission in Petition No. 187/MP/2022. Accordingly, this Commission may allow recovery of the entire 100% transmission charges for KTL's Project as per the Order dated 08.05.2025, along with applicable interest on the outstanding transmission charges for the period of delay in their recovery. CTUIL has submitted that with respect to the Petitioner's contention that it has been billed for the entire 1000 MW capacity asset of Respondent No.2, as against the proportionate allocated capacity of the Petitioner of 100 MW, the transmission charges for the entire transmission system of Respondent No.2 need not be loaded on the Petitioner.
86. We have considered the submission of the Petitioner and the Respondents. We have perused Schedule 3 of the TSA quoted as under:

"Schedule : 2

Project Description and Scope of Project



.....
The transmission system has been agreed in the 1% meeting of Southern Region Standing Committee on Transmission (SRSCCT) held on 07.09.2018. The National Committee on Transmission in its 3rd meeting held on 01.03.2019 has recommended the implementation of the subject transmission scheme through TBCB route. The transmission scheme was also deliberated in the 4% meeting of Empowered committee on Transmission held on 12.07.2019. Ministry of Power vide Gazette notification dated 10.10.2019 has appointed PFC Consulting Ltd. as BPC for bidding of the subject scheme through TBCB route.

The Transmission Scheme was subsequently discussed again in the re-constituted 4th NCT meeting held on 20.01.2021 & 28.01.2021 wherein it was agreed to segregate the transmission schemes “Evacuation of power from RE sources in Karur / Tiruppur Wind Energy Zone (Tamil Nadu) (2500 MW)” into two phases and is to be implemented as two separate transmission schemes, the details are as below:

A. Transmission Scheme for Evacuation of power from RE sources in Karur/ Tiruppur Wind Energy Zone (Tamil Nadu) (1000MW) under Phase-I:

1. Establishment of 2x500 MVA, 400/230 kV Karur PS
2. LILO of both circuits of Pugalur — Pugalur (HVDC) 400 kV D/c line (with Quad Moose ACSR Conductor) at Karur PS
3. 4no. of 230kV bays at Karur PS for interconnection of RE projects
4. 2x125 MVAR, 420 kV Bus reactors at Karur PS

Note: The schedule of implementation would be matching with schedule of RE developers or 18 months from the date of transfer of SPV whichever is later.

Presently the transmission scheme involves implementation of Phase-I only with the detailed scope of works as given below.

Transmission Scheme for Evacuation of power from RE sources in Karur/ Tiruppur Wind Energy Zone (Tamil Nadu) (1500MW) under Phase-II:

1. Augmentation of 3x500 MVA, 400/230 kV transformation capacity at Karur PS
2. 5nos. of 230kV bay at Karur PS for interconnection of RE projects

Note: Phase-II scheme to be taken up only after receipt of Connectivity/LTA applications beyond 1000 MW at Karur.

..”

As noted above, the instant scheme is intended to cater to 1000 MW of Connectivity/ LTA applications. Petitioner’s Connectivity/ GNA for the instant case is 100 MW.

87. Petitioner has submitted the details of the Commissioning of its project as under:

Part	Commissioned Capacity	Cumulative Commissioned	Date of commissioning
First	59.4 MW	59.4 MW	01.03.2025
Second	27.0 MW	86.4 MW	28.03.2025
Third	43.2 MW	129.6 MW	29.03.2025
Fourth	32.4 MW	162.0 MW	10.05.2025



88. Petitioner and CTUIL, during the hearing on 22.05.2025, referred to the Order dated 8.5.2025 in Petition No. 187/MP/2022, stating that Commission has already held that the RE Project shall be liable to pay the transmission charges for the connectivity transmission system proportionate to the capacity of the generating station or unit thereof that was delayed and the same principle should also apply in the present case.
89. We have perused the Order dated 08.05.2025 in Petition No. 187/MP/2022 quoted as under:

“76.....

As per the above TSA, elements under Parts A and B form part of the Connectivity transmission system. An issue that arises for our consideration is that the Petitioner is a generating station with a capacity of 50.6 MW, while the Connectivity transmission system has been developed for generating stations of 1500 MW; should the Petitioner be levied the entire transmission charges for the 1500 MW system. We have perused submissions of the CTUIL and it is our considered view that the Petitioner shall be liable to pay the transmission charges for the Connectivity transmission system (Parts A and B under TSA of JKTL) proportionate to the capacity of the generating station or unit thereof that was delayed. Accordingly, we direct that Petitioner shall be liable to pay transmission charges for 50.6 MW capacity from 27.04.2022 till 02.06.2022 and for 26.3 MW capacity from 03.06.2022 till 18.08.2022.

For example, if the Monthly transmission charges for Part A and Part B of the JKTL system are Rs 10 Crore for 1500 MW, the Petitioner shall pay, for the delay of 50.6 MW capacity, monthly transmission charges = $(50.6/1500) \times 10$ Crore to be calculated for the period of delay and capacity delayed.

Accordingly, the CTUIL is directed to recalculate the transmission charges payable by the Petitioner for the mismatch period and raise the revised bills to the Petitioner within a period of one month of issuance of this order.

77. Since the Petitioner has been levied proportionate transmission charges for a transmission system under deemed COD, the recovery of the balance transmission charges of JKTL till it is included in the transmission charges pool is required to be specified. We are of the considered view that the balance transmission charges for the JKTL system shall be recovered from charges collected under Regulation 11 and Regulation 12 of the 2020 Sharing Regulations till the JKTL system is included under Regulations 5 to 8 of the Sharing Regulations.

As per the above, the liability to pay the transmission charges was directed to be proportionate to the capacity of the generating station or unit thereof that was delayed. Further, the Commission has directed that the balance transmission charges for the transmission system shall be recovered from charges collected under Regulations 11 and 12 of the Sharing Regulations, 2020, until such transmission system is included under Regulations 5 to 8 of the Sharing Regulations, 2020.

90. Keeping in view that the transmission system has been planned for 1000 MW LTA and Petitioner's LTA is for 100 MW, we are of the considered view that Petitioner should be levied proportionate transmission charges corresponding to 100 MW, for the capacity which has been delayed in achieving COD. Accordingly, we direct that Petitioner shall be liable to pay transmission charges for the proportionate capacity for which COD has been delayed, starting from the deemed COD of the transmission system of KTL, i.e. 1.11.2023 till achieving COD of such generation capacity.

For example, if the Monthly transmission charges for the KTL system are Rs 10 Crore for 1000 MW, the Petitioner shall pay, for the delay of 100 MW capacity, monthly transmission charges = $(100/1000) \times 10$ Crore, calculated for the period of delay and the capacity delayed.

91. Petitioner has furnished the date of commissioning for part capacity; however, the date of declaration of COD of generation capacity is not on record. Petitioner is directed to furnish the declaration of COD by the generating station, along with a copy of the successful trial run in terms of IEGC 2023 to CTU within a period of 10 days of issue of this Order.

CTU is directed to calculate the transmission charges keeping in view the COD date of the generating station.

92. The issue of the balance transmission charges for the Respondent KTL transmission system arises since the petitioner shall pay charges corresponding to 100 MW capacity. We note that the KTL system is for 1000 MW. CTU shall assess whether the KTL system is ATS for any other generating station that is delayed beyond its start date of Connectivity in terms of Regulation 13(3) of the 2020 Sharing regulations, then it shall be levied proportionate transmission charges on a similar principle as directed in this Issue. The balance, if any, shall be recovered from charges collected under Regulations 11 and 12 of the Sharing Regulations, 2020, until such transmission system is included under Regulations 5 to 8 of the Sharing Regulations, 2020.

Issue No. 5: Whether the invoices dated 06.12.2023 and 01.01.2024 are required to be quashed?

93. Petitioner has also prayed for the quashing of the invoices dated 06.12.2023 and 01.01.2024 raised by CTUIL.



94. We note that CTUIL has issued the following invoices:

Sl. No	Billing No.	Billing Date	Period	Bill Amount
11.	94401480	6.12.2023	26.10.23 to 31.10.23	36,67,213
12.	94401497	1.1.2024	1.11.23 to 30.11.23	1,83,36,065
13.	94401518	1.2.2024	1.12.23 to 31.12.23	1,89,47,267
14.	94401542	1.3.2024	1.1.24 to 31.1.24	1,89,47,267
15.	94401578	2.4.2024	1.2.24 to 29.2.24	1,77,24,863
16.	94401603	1.5.2024	1.3.24 to 31.3.24	1,89,47,267
17.	94401630	3.6.2024	1.4.24 to 30.4.24	1,83,86,301
18.	94401655	1.7.2024	1.5.24 to 31.5.24	1,89,99,178
19.	94401679	1.8.2024	1.6.24 to 30.6.24	1,83,86,301
20.	94401716	2.9.2024	1.7.24 to 31.7.24	1,89,99,178
Total:				17,13,40,900

The above-said bills have been raised by CTU for the entire transmission system of KTL, i.e., for a 1000 MW system. However, the liability of the Petitioner shall be proportionate to 100 MW and would keep reducing as the generating station achieves COD.

95. We note that the Petitioner is paying the 10% of the transmission charges for the transmission system of the KTL in terms of the Commission direction vide RoP of hearing dated 19.04.2024 and dated 22.05.2025. We note that the deemed COD for KTL has been approved as 7.12.2023 under Issue No. 2 herein, hence the bill dated 6.12.2023 for the period 26.10.2023 to 31.10.2023 and the bill dated 1.1.2024 for the period 1.11.23 to 30.11.23 are quashed. Bill dated 1.2.2024 shall be revised to make the bill for the Petitioner 10% of the bill raised for the period from 7.12.2023 to 31.12.2023. Other bills shall also be revised accordingly.

96. We direct CTUIL to recalculate the transmission charges payable by the Petitioner for the mismatch period and raise the revised bills to the Petitioner within a period of one month of issuance of this order, after the Petitioner furnishes the COD declaration letters along with supporting documents to CTU in terms of the decision in Issue No. 4 herein. As the Petitioner has already paid 10% of the transmission charges against

the invoices raised by the CTUIL, the CTUIL shall adjust the same amount towards the revised bill.

97. We also noted that the Petitioner and the Respondent KTL have filed the IA No. 14/2024 and 69/2024, respectively. The prayers made under these IAs have already been addressed in this Order.
98. Accordingly, Petition No. 42/MP/2024, along with IA NO. 14/2024 and 69/2024 are disposed of in terms of the above.

Sd/-	Sd/-	Sd/-	Sd/-
(Ravinder Singh Dhillon)	(Harish Dudani)	(Ramesh Babu V.)	(Jishnu Barua)
Member	Member	Member	Chairperson