

**CENTRAL ELECTRICITY REGULATORY COMMISSION
NEW DELHI**

Petition No. 301/MP/2025

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

Petitioner : TP Saurya Limited (TPSL)

Respondents : Northern Regional Load Despatch Centre and Ors.

Date of Hearing : **8.5.2025**

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

Parties Present : Shri Venkatesh, Advocate, TPSL
Shri Suhael Buttan, Advocate, TPSL
Shri Nikunj Bhatnagar, Advocate, TPSL
Shri Hemant Singh, Advocate, MUL
Shri Chetan Garg, Advocate, MUL
Ms. Alchi Thapliyal, Advocate, MUL
Shri Jay Lal, Advocate, MUL
Ms. Shikha Ohri, Advocate, SECI
Shri Kartik Sharma, Advocate, SECI
Ms. Divya Chaturvedi, Advocate, CESC Ltd.
Shri Saransh Shaw, Advocate, CESC Ltd.
Shri Jai Dhanani, Advocate, CESC Ltd.
Shri Ajit Kumar Yadav, NRLDC
Shri Alok Mishra, NRLDC
Shri Ashok Rajan, NRLDC

Record of Proceedings

During the course of the hearing, learned counsel for the Petitioner submitted that the Guidelines for Tariff Based Competitive Bidding Process for procurement of power from Grid Connected Wind-Solar Hybrid Project dated 14.10.2020, issued by the MNRE and RfS provides that the part commissioning cannot be construed by just installing one

source of generation. The generator shall be required to install both solar and wind capacities in the proposed ratio on a pro-rata basis. Accordingly, the commissioning of a single project component is not allowed in terms of the Guidelines and RfS. However, in terms of the Guidelines as well as the RfS, there is special scenario where if one of such components (wind or solar PV) is ready for injection of power into the grid, but the remaining component is unable to get commissioned due to delay in grant of the LTA/LTA operationalization, the HPD will be allowed for commissioning of such component which is ready. Further, the terms "COD" and "commissioning" as per the RfS, PPA and PSA will not be applicable for such component. Learned counsel for the Petitioner further submitted that in terms of the agreed PPA terms, the ratio under PPA is 2:1 (wind:solar), and also in terms of the Grid Code, the Petitioner can declare the COD of its project subject to the fulfilment of terms and conditions of the PPA.

2. The learned counsel of the Petitioner further submitted that originally, both projects, i.e., solar and wind, were at Koppal-II and Gadag in Karnataka, where there was a delay in the substation being awarded, and the Petitioner had 100 MW of solar capacity ready at Bikaner. Therefore, on 23.10.2023, the Petitioner requested SECI to allow to the change of the project location for 100 MW solar capacity at Bikaner. SECI vide letter dated 11.12.2023 allowed to a change in location for the 100 MW solar capacity to Bikaner-II and 300 MW solar from Koppal-II to Koppal.

3. In response to the specific query of the Commission, the learned counsel for the Petitioner submitted that the SCOD under the PPA for the project is January 2025, and the solar component got commissioned in April 2024. In this regard, the Commission observed that SECI wanted the power from January 2025, and while changing the location from Koppal to Bikaner-II, SECI was very well aware that the Petitioner would be selling power from the solar component under Clause 10.2 as infirm power because the wind power was not coming up, and such sale of power shall be outside of the PPA.

4. Learned counsel for the Respondent, CESC, pointed out that the power from the solar component of the project is being sold by the Petitioner outside the PPA at a higher tariff rate as compared to the PPA tariff. As CESC is the ultimate beneficiary of the project and the first right of refusal should be given to it. The learned counsel for the CESC added that CESC never refused to take such power from SECI. SECI has interpreted its letters as a denial to off-take such power from the solar component of the project of the Petitioner.

5. Learned counsel for the SECI submitted that the power is being sold by the Petitioner in terms of Clause 10.2 of the RfS at a mutually agreed tariff. Under the new Guidelines of the MNRE issued in 2023, such a scenario is specifically covered, and such power shall be offered to the beneficiaries at a 75% tariff as per the PPA.

6. Learned counsel for the MUL submitted that there is gaming and the Petitioner is not commissioning the project and selling the power outside the PPA, calling it infirm power. He also submitted that the contract does not contemplate allowing the Petitioner to sell this contract capacity, which is meant for its renewable purchase obligation.

7. The matter remained part-heard and the parties were further permitted to file their respective written submissions within three weeks, with a copy to the other side. In the interregnum, the Petitioner shall be permitted to inject the infirm power in respect of its 100 MW solar component in terms of the IEGC 2023, till the next date of the hearing.

8. The Commission directed the Petitioner to submit the following information on an affidavit within a week, with a copy to the other side:

(a) According to SECI, meetings were held between SECI, MUL, and the Petitioner on 28.4.2025 and SECI, CESC, and the Petitioner on 30.4.2025 on the issues involved in the instant Petition. Submit the outcome of such meetings held on 28.4.2025 and 30.04.2025.

(b) The details of the connectivity obtained for the 100 MW solar project at Bikaner and the action taken to include this 100 MW solar connectivity to be a part of the wind-solar hybrid project.

(c) As per the Petitioner, *"in terms of guidelines as well as RfS there is special scenario where if one of such components (wind or solar PV) is ready for injection of power into the grid, but the remaining component is unable to get commissioned due to delay in grant of LTA/LTA operationalization, the HPD will be allowed for commissioning of such component which is ready". Further, the terms "COD" and "commissioning" as per the RfS, PPA and PSA will not be applicable for such component"*. What prevents the Petitioner from commissioning the 100 MW solar capacity as merchant capacity in terms of IEGC 2023?

9. The Commission directed the Respondents, CESC and MUL, to submit on an affidavit within a week, action taken/ correspondence made with SECI/ Petitioner subsequent to the issuance of the NOC dated 25.4.2024. Whether the Respondents, MUL and CESC, specifically expressed their consent to the effect that they are willing to buy the power from the solar project of the Petitioner at the PPA tariff rate.

10. The Commission directed the SECI to submit the following information on an affidavit within a week, with a copy to the other side:

(a) Clarify "commissioning" used in the title of Clause 10.2 vs that used in clause 10.2(iii) of the RfS, which appears contradictory.

(b) Clause 10.2 of the RfS provides for the treatment of power in case of delay in commissioning on account of delay in operationalization of the LTA. In this regard, the Petitioner has contended that it cannot declare COD of solar component, in terms of the Guidelines for Tariff Based Competitive Bidding Process for procurement of power from Grid Connected Wind Solar Hybrid Project dated 14.10.2020, issued by the MNRE. However, the same is not incorporated in the PPA signed with the

Respondents. Whether the exclusion of such provisions in the PPA is as per guidelines issued by the Government.

(c) Action taken from 26.04.2024 till 30.4.2025 (~1 year) and submit the correspondence, if any, exchanged between SECI and MUL after 26.4.2024.

(d) SECI allowed the change of location for the solar component from Koppal to Bikaner-II. Under which provisions of the Guidelines, RFS, and the PPA, has such a change in location been permitted by SECI? Whether is there a requirement to obtain the consent of buyers (MUL and CESC) in the instant case? If yes, copy of the communication with buyers in this regard.

11. The parties are directed to submit their respective written submissions within three weeks, with a copy to the other side.

12. The matter will be listed for hearing on **8.7.2025**.

By order of the Commission

Sd/-

(T.D. Pant)

Joint Chief (Law)