केन्द्रीय विद्युत विनियामक आयोग
CENTRAL ELECTRICITY REGULATORY COMMISSION

नई दिल्ली

NEW DELHI

याचिका संख्या. / I.A. 102 of 2025 in Petition No. 257/MP/2024

कोरम/ Coram:

श्री जिश्नु बरुआ, अध्यक्ष/ Shri Jishnu Barua, Chairperson

श्री रमेश बाबू वी., सदस्य/ Shri Ramesh Babu V., Member

श्री हरीश दुदानी, सदस्य/ Shri Harish Dudani, Member

श्री रविंदर सिंह ढिल्लों, सदस्य/ Shri Ravinder Singh Dhillon

आदेश दिनांक/ Date of Order: 19th of November, 2026

IN THE MATTER OF:

Application for amendment of Petition order VI rule 17 read with Section 151 of the Code of Civil Procedure, 1908 read Regulations 38 read and 26(3)(b) of the Central Electricity Regulatory Commission (Conduct of Business) Regulations, 2023 seeking amendment of the captioned Petition.

AND IN THE MATTER OF:

1. **Chhattisgarh State Power Distribution Co. Limited,**
   Vidyut Sewa Bhawan, Dagania,
   Raipur – 492001

… Petitioner/Applicant

Versus

1. **Adani Solar Energy Jaisalmer One Private Limited,**
   C 105, Anand Niketan New Delhi
   South Delhi-110021

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

3. **Haryana Power Purchase Centre,**
2 nd Floor, Shakti Bhavan, Sector-
6, Panchkula-134108

…Respondents

Parties Present: Shri Sitesh Mukherjee, Sr. Advocate, CSPDCL
Shri Ravi Sharma, Advocate, CSPDCL
Shri Aryan Chanda, Advocate, CSPDCL
Shri Amit Kapur, Advocate, ASEJOPL
Ms. Sakshi Kapoor, Advocate, ASEJOPL
Shri Palash Moolchandani, Advocate, ASEJOPL

आदेश/ ORDER

The Petitioner/ Applicant, Chhattisgarh State Power Distribution Co. Limited (CSPDCL), a successor company of the Chhattisgarh State Electricity Board (CSEB), is a distribution licensee within the State of Chhattisgarh, and has filed the present Petition with the following prayers:

a) *Admit the present Petition; and*
b) *Hold and declare that abolition of Safeguard Duty w.e.f. 30.07.2021 amounts to a Change in Law Event under Article 8 of the PSA dated 11.07.2019; and*
c) *Hold and declare that the Petitioner is entitled to a sum of Rs. 85,28,38,326.10 (Rupees Eighty-Five Crores Twenty-Eight Lakhs Thirty-Eight Thousand Three Hundred Twenty-Six-point 10 paisa only) along with carrying cost on account of the impact of such Change in Law event; and*
d) *Direct the Respondent No.1 & 2 to downward revision of levelized tariff on account of abolition of Safeguard Duty w.e.f. 30.07.2021 amounting to a Change in Law Event to the extent of to a sum of Rs. 85,28,38,326.10 (Rupees Eighty-Five Crores Twenty-Eight Lakhs Thirty-Eight Thousand Three Hundred Twenty-Six-point 10 paisa only) along with carrying cost;*

Alternate Prayers-

e) *In alternative to prayer (d), direct the Respondents to make payment of the sum of Rs. 85,28,38,326.10 Rupees Eighty-Five Crores Twenty-Eight Lakhs Thirty-Eight Thousand Three Hundred Twenty-Six point 10 paise only) along with carrying cost*

towards compensation for such Change in Law event to the Petitioner; and

f) *Pass any order as the Hon'ble Commission may deem just and proper in the facts and circumstances of the present case, in the interest of justice.*

2. Respondent No. 1, Adani Solar Energy Jaisalmer One Private Limited (Adani Solar), is a Generating Company and is engaged in the business of Generation of electricity and has set up the Project in the State of Rajasthan having a total Wind-Solar Hybrid capacity of 400 MW.

3. Respondent No. 2, Solar Energy Corporation of India Limited (SECI), has been set up under the administrative control of the Ministry of New and Renewable Energy (MNRE) and has been designated as the nodal agency for the implementation of MNRE schemes for developing grid-connected solar power capacity in India.

4. Respondent No. 3, Haryana Power Purchase Centre (HPPC), acting on behalf of the Haryana Distribution Licensees, has executed a Power Supply Agreement dated 28.05.2019 with SECI for procurement of 50 MW power.

Background of the case:

In 2018, the Ministry of New & Renewable Energy (MNRE) issued guidelines on 25.08.2018 for setting up 2500 MW of ISTS-connected Wind-Solar Hybrid Power Projects under the National Wind-Solar Hybrid Policy dated 14.05.2018, designating the Solar Energy Corporation of India (SECI) as the Nodal/Implementing Agency. Pursuant to these guidelines, SECI issued a Request for Selection (RfS) on 22.06.2018 for selecting Hybrid Power Developers (HPDs) for the development of 2500 MW capacity. Adani Solar Energy Jaisalmer One Private Limited (Adani Solar)

(formerly SBE Renewables Ten Projects Limited) submitted its bids on 20.11.2018, and SECI conducted an e-reverse auction on 05.12.2018. Adani Solar was declared a successful bidder and subsequently awarded an aggregate capacity of 450 MW, comprising 150 MW and 300 MW, through Letters of Award issued on 25.01.2019. Two Power Purchase Agreements (PPAs) dated 31.12.2019 (effective date 08.11.2019) were executed between Adani Solar and SECI for supply of 450 MW of Solar Power. SECI entered into two separate Power Supply Agreements (PSAs), both dated 20.06.2019, with Haryana Power Purchase Centre (HPPC) and Chhattisgarh State Power Distribution Company Limited (CSPDCL) for the supply of 50 MW and 400 MW of power, respectively. As per the PPA, the Project's Scheduled Commissioning Date (SCoD) was 07.05.2021, which was further revised to 29.09.2022. The actual commissioning date (COD) of the project is 04.12.2022.

Factual Matrix:

2. The brief facts of the case are as under:

Scheme	Setting-up of 2500 MW ISTS-connected Wind-Solar Hybrid Power Projects
Guidelines	Ministry of New & Renewable Energy (MNRE) vide F.No. 238/78/2017-Wind dated 25.05.2018, under the National Wind-Solar Hybrid Policy issued by MNRE dated 14.05.2018.
Project Location	150 MW in Karnataka & 300 MW in Rajasthan
RfS was floated on	22.06.2018 for selection of hybrid power developers (HPDs)
Bid was submitted on	20.11.2018
eReverse Auction	05.12.2018
LoA was issued on	25.01.2019
Nodal Agency	SECI
Notification No. 01/2018-Customs (SG) (*2018 SGD Notification)*	30.07.2018

PSA executed with SECI on	20.06.2019 • PSA with HPPC was executed for supply of power of 50 MW • PSA with CSPDCL was executed for supply of power of 400 MW.
PPA signed on	31.12.2019 (effective date 08.11.2019)
LTA Applied on	31.12.2019
LTA granted by CTU	18.03.2020.
Notification No.02/2020-Customs (SG) (*2020 SGD Notification)*	29.07.2020
SCoD	07.05.2021
Revised SCoD	29.09.2022
Actual CoD	04.12.2022
Tariff Adoption Date	56/AT/2022: 28.02.2020

3. The Petition was admitted on 22.11.2024, and the Respondents were directed to file replies within four weeks; Adani Solar filed its reply on 28.04.2025. Meanwhile, on 01.09.2025, CSPDCL filed IA No. **102 of 2025 for** amendment of the Petition and to clarify the basis of the CSPDCL's claim for compensation arising from the abolition of Safeguard Duty on imported solar cells with the following prayers:

> **"(a)** *Allow the present Application seeking amendment of the captioned Petition and take on record the amendments proposed in para. 11 of the present application;*
> *a) Take on record the Amended Petition annexed with the present Application as Annexure P/1; and*
> *b) Pass any such orders as this Commission may deem fit in the facts and circumstances of the present case."*

4. During the hearing held on 25.05.2026, the parties made detailed submissions and concluded their respective arguments in the matter. At the request of the parties, they were permitted to file their respective written submissions, if any, within two weeks, and accordingly the matter was reserved for orders.

5. It is pertinent to mention here that CSPDCL has filed written submissions on 10.06.2026, whereas Adani Solar has filed the written submissions on 12.06.2026.

Submissions of CSPDCL:

6. Briefly, CSPDCL has submitted that although its claim of ₹85,28,38,326.10 is calculated on the basis of the 15% Safeguard Duty prevailing at the time of bid submission, the prayer inadvertently refers only to Notification No. 02/2020-Customs (SG) dated 29.07.2020 and does not specifically mention the earlier Notification No. 01/2018-Customs (SG) dated 30.07.2018, which prescribed the 15% duty applicable when the bid was submitted.

Reply on behalf of Adani Solar on 9.1.2026

7. Adani Solar has briefly submitted as under:

a) CSPDCL is attempting to expand its original claim of ₹85.28 crore by introducing a new allegation that the expiry of the *2018 SGD Notification* on 29.07.2020, in addition to the expiry of the *2020 SGD Notification* on 30.07.2021, constituted a Change in Law and resulted in financial savings to Adani Solar.

b) The amendment is belated, time-barred, legally untenable and irrelevant, as CSPDCL was already aware of the relevant facts and the *2018 SGD Notification* had expired more than five years before the amendment was filed.

c) The *2018 SGD Notification* was a fixed-term measure known at the time of bidding on 20.11.2018, and its expiry could not constitute an unforeseen Change in Law. The project's original SCOD was 07.05.2021, while actual commissioning occurred on 04.12.2022, and procurement of modules began only in October 2021, well after the expiry of both the *2018 SGD Notification* and the *2020 SGD Notification*.

d) It neither paid nor saved any SGD and had no reason to factor the *2018 SGD Notification* into its bid. CSPDCL's ₹85.28 crore claim is therefore alleged to be based on hypothetical assumptions rather than actual evidence or financial impact. APTEL, in its judgment in the case of M/s Fortum Solar Pvt. Ltd. v. RERC & Ors.,

has held that continuation of the *2018 SGD Notification* could not have been presumed and that Change in Law compensation must be assessed on actual circumstances rather than speculative assumptions.

e) On these grounds, the amendment application may be dismissed with punitive costs.

Rejoinder on behalf of CSPDCL on 09.03.2026

8. Briefly, CSPDCL has submitted as under:

a) The proposed amendment to Petition No. 257/MP/2024 is clarificatory in nature and does not introduce a new case or cause of action. CSPDCL contends that Adani Solar is improperly arguing the merits of the main petition while opposing the amendment, whereas, at this stage, the Commission must only examine whether the amendment is necessary to determine the real controversy between the parties.

b) The *2018 SGD Notification* was already specifically referred to in the body of the original petition, and the amendment merely seeks to incorporate the same reference in the prayers so that the prayers are consistent with the pleadings.

c) The claim of ₹85.28 crore is based on the 15% SGD rate applicable under the *2018 SGD Notification* at the time of bid submission on 20.11.2018, which it alleges was factored into Adani Solar's bid, while the subsequent abolition of SGD resulted in a financial benefit to Adani Solar that should be passed on to CSPDCL under the Change in Law provisions.

d) Adani Solar's objections regarding limitation, and a waiver or relinquishment of CSPDCL's alleged entitlement, whether the *2018 SGD Notification* constitutes a Change in Law, whether SGD was actually factored into the bid, whether there was any financial impact, whether the computation is hypothetical, and the applicability of the Fortum Solar judgment are all merits-based issues that should be decided in the main petition and not at the amendment stage.

e) The amendment is necessary to fully and effectively determine the real controversy, causes no prejudice to Adani Solar, and should therefore be allowed in the interest of justice.

Written Submission of Adani Solar vide dated 12.06.2026:

9. Adani Solar, in its written submissions, has reiterated its submissions made in the pleadings; as such, the same are not reproduced herewith for the sake of brevity. Additionally, Adani Solar has submitted as under:

   a) The cause of action, if any, arose on 29.07.2020, making the amendment filed on 11.08.2025 beyond the three-year limitation period under Article 113 of the Limitation Act, and that CSPDCL had long been aware of Adani's Change in Law claims. The expiry of the *2018 SGD Notification* was foreseeable on the bid date (20.11.2018) and therefore could not constitute a subsequent Change in Law. Moreover, no modules were procured during the period of the *2018 SGD Notification*, which expired on 29.07.2020, whereas procurement commenced only in October 2021; hence, no SGD was paid, saved, or avoided.
   b) CSPDCL's claim for ₹85.28 crore was founded merely on assumptions that SGD had been factored into the bid, without supporting documentary evidence, contrary to the principle that Change in Law compensation must be based on actual facts and costs rather than hypothetical assumptions.

Written Submission by CSPDCL on 10.06.2026:

10. CSPDCL, in its written submissions, has reiterated its submissions made in the pleadings; as such, the same are not reproduced herewith for the sake of brevity.

Analysis and Decision:

11. We have heard the learned counsels for the Petitioner and the Respondents and have carefully perused the records, and considered the submissions of the parties. The only question for adjudication in the IA is whether the present application seeking

amendment of the captioned Petition and taking on record the amendments can be allowed.

12. CSPDCL has submitted that although the claim of ₹85,28,38,326.10 is calculated on the basis of the 15% Safeguard Duty prevailing at the time of bid submission, the prayer inadvertently refers only to Notification No. 02/2020-Customs (SG) dated 29.07.2020 and does not specifically mention the earlier Notification No. 01/2018-Customs (SG) dated 30.07.2018, which prescribed the 15% duty applicable when the bid was submitted. The proposed amendment is clarificatory in nature, as the *2018 SGD Notification* was already pleaded in the main Petition and the amendment seeks only to incorporate the corresponding relief in the prayers. The *2018 SGD Notification* was applicable at the time of bidding; the amendment involved a continuing contractual obligation and caused no prejudice to Adani Solar, which had already responded to the issue. Accordingly, the amendment application be allowed, and the amended Petition be taken on record. *Per contra*, Adani Solar has submitted that the cause of action arose on 29.07.2020, whereas the amendment was filed only on 11.08.2025, beyond the three-year limitation period. No safeguard duty (SGD) was actually paid or avoided, as the *2018 SGD Notification* had expired before module procurement commenced in October 2021. CSPDCL's claim of ₹85.28 crore is based on unsupported assumptions regarding SGD being factored into the bid, rather than actual costs.

13. We have considered the submissions of the parties. Order 6, Rule 17 of the Code of Civil Procedure (CPC), 1908, which governs the amendment of pleadings, stipulates as under:

> *"17. Amendment of pleadings —The Court may at any stage of the proceedings allow either party to alter or amend his pleadings in such manner and on such terms as may be just, and all such amendments shall be made as may be necessary for the purpose of determining the real questions in controversy between the parties:*
>
> *Provided that no application for amendment shall be allowed after the trial has commenced, unless the Court comes to the conclusion that in spite of due diligence, the party could not have raised the matter before the commencement of trial."*

As per the above provision, the court may at any stage of the proceedings allow either party to alter or amend the pleadings in such manner and on such terms as may be just, and all such amendments shall be made as may be necessary for the purpose of determining the real questions in controversy between the parties.

14. Further, the Hon'ble Supreme Court, vide its judgment in *LIC v. Sanjeev Builders Private Limited, Civil Appeal No. 5909 of 2022,* has held as under:

> *70. Our final conclusions may be summed up thus:*
> *(i) Order II Rule 2 CPC operates as a bar against a subsequent suit if the requisite conditions for application thereof are satisfied and the field of amendment of pleadings falls far beyond its purview.*
> *The plea of amendment being barred under Order II Rule 2 CPC is, thus, misconceived and hence negatived.*
> *(ii)* ***All amendments are to be allowed which are necessary for determining the real question in controversy provided it does not cause injustice or prejudice to the other side. This is mandatory, as is apparent from the use of the word "shall", in the latter part of Order VI Rule 17 of the CPC.***
> ***(iii) The prayer for amendment is to be allowed***
> ***(i) if the amendment is required for effective and proper adjudication of the controversy between the parties, and***
> ***(ii) to avoid multiplicity of proceedings, provided***
> ***(a) the amendment does not result in injustice to the other side,***
> ***(b) by the amendment, the parties seeking amendment does not seek to withdraw any clear admission made by the party which confers a right on the other side and….***

15. Further, the Hon`ble Supreme Court in Rajesh Kumar Aggarwal vs. K.K. Modi, [(2006) 4 SCC 385], has held as under:

> *"17. In our view, **since the cause of action arose during the pendency of the suit, proposed amendment ought to have been granted because the basic structure of the suit has not changed and that there was merely change in the nature of the relief claimed. We fail to understand if it is permissible for the appellants to file an independent suit, why the same relief which could be prayed for in the new suit cannot be permitted to be incorporated in the pending suit.***
>
> *18. As discussed above, the real controversy test is the basic or cardinal test and it is the primary duty of the court to decide whether such an amendment is necessary to decide the real dispute between the parties."*

16. The relevant paragraph in Sampath Kumar v. Ayyakannu, [(2002) 7 SCC 559] is as follows:

> *"7. In our opinion, **the basic structure of the suit is not altered by the proposed amendment.** What is sought to be changed is the nature of relief sought for by the plaintiff. In the opinion of the trial court, it was open to the plaintiff to file a fresh suit and that is one of the reasons which has prevailed with the trial court and with the High Court in refusing the prayer for amendment and also in dismissing the plaintiff's revision. We fail to understand, if it is permissible for the plaintiff to file an independent suit, why the same relief which could be prayed for in a new suit cannot be permitted to be incorporated in the pending suit. In the facts and circumstances of the present case, allowing the amendment would curtail multiplicity of legal proceedings.*
> *….*
> *9**. Order 6 Rule 17 CPC confers jurisdiction on the court to allow either party to alter or amend his pleadings at any stage of the proceedings and on such terms as may be just. Such amendments as are directed towards putting forth and seeking determination of the real questions in controversy between the parties shall be permitted to be made…..**".*

17. As per the above, the prayer for amendment should be allowed for effective and proper adjudication of the controversy between the parties and to avoid multiplicity of proceedings. Further, the amendment should not result in injustice to the other side. Also, the proposed amendment should not alter the basic structure of the petition.

18. In the instant case, CSPDCL has submitted that although the claim of ₹85,28,38,326.10 is calculated on the basis of the 15% Safeguard Duty prevailing at

the time of bid submission, the prayer inadvertently refers only to Notification No. 02/2020-Customs (SG) dated 29.07.2020 and does not specifically mention the earlier Notification No. 01/2018-Customs (SG) dated 30.07.2018, which prescribed the 15% duty applicable when the bid was submitted.

19. We observe that the *2018 SGD Notification* (dated 30.07.2018) was applicable at the time of bidding, viz. 20.11.2018. We are of the view that allowing CSPDCL to amend the Petition does not change the nature of the case, since the proposed amendment is clarificatory in nature, as the *2018 SGD Notification* was already pleaded in the main Petition and the amendment only seeks to incorporate the corresponding relief in the prayers. The proposed amendment shall remain an adjudicatory proceeding under Section 79(1)(b) and Section 79(1)(f) of the Electricity Act, 2003. The impugned amendment only adds a reference to the 2018 SGD Notification (dated 30.07.2018) in the prayers, which was applicable at the time of bidding, viz. 20.11.2018 and the claim of ₹85,28,38,326.10 calculated on the basis of the 15% Safeguard Duty prevailing at the time of bid submission remains unchanged. We are of the view that the proposed amendment involves a continuing contractual obligation and will cause no prejudice to Adani Solar, which can argue on merits before the Commission, and the principle of natural justice will stand complied with. Adani's objection to the IA is hyper-technical in nature, as the proposed amendment has no material impact on the merits of the case. Accordingly, the proposed amendment to the Petition is allowed. It is further clarified that this Order is limited to determining the issue of permitting amendment of the Petition only, and we have not expressed any view on the merits of the issues raised in the Petition. The parties shall complete pleadings in the matter within four

weeks of issue of this order. No further extension of time for completion of pleadings shall be permitted.

20. The Petitions shall be listed for hearing in due course, for which a separate notice shall be issued to the parties.

21. I.A. 102 of 2025 in Petition No. 257/MP/2024 is disposed of in terms of the above.

sd/-	sd/-	sd/-	sd/-
रविंदर सिंह ढिल्लों	**हरीश दुदानी**	**रमेश बाबू वी.**	**जिश्नु बरुआ**
सदस्य	**सदस्य**	**सदस्य**	**अध्यक्ष**