

**CENTRAL ELECTRICITY REGULATORY COMMISSION  
NEW DELHI**

**Petition No. 525/MP/2020**

**Coram:**

**Shri P.K. Pujari, Chairperson**

**Shri I. S. Jha, Member**

**Shri Arun Goyal, Member**

**Shri P. K. Singh, Member**

**Date of Order: 23.05.2022**

**In the matter of :**

Petition under Section 79 read with Regulations 20 and 21 of the Central Electricity Regulatory Commission (Sharing of Inter State Transmission Charges and Losses) Regulations, 2010 read with Regulation 33A and 33B of the Central Electricity Regulatory Commission (Grant of Connectivity, Long-term Access and Medium-term Open Access in Inter-State Transmission and related matters) Regulations, 2009 and Regulations 111 and 112 of the Central Electricity Regulatory Commission (Conduct of Business) Regulations, 1999 invoking the jurisdiction of the Commission for inter-alia resolving discrepancies arising on account of conflict between the SCOD under the PPA and the date of operationalisation of connectivity and long term access, for seeking recognition of Change in Law and Force Majeure events impacting the implementation of the Project by the Petitioner and seeking appropriate reliefs with regard to exemption from payment of transmission charges, opening a Letter of Credit for PoC charges and quashing of Default Notice issued by CTU.

**And**

**In the matter of:**

Sprng Renewable Energy Private Limited,  
Unit No. FF-48 A, First Floor, Omaxe Square,  
Plot No. 14, Jasola District Centre,  
New Delhi – 110025

**...Petitioner**

**Versus**

1. Central Transmission Utility of India Limited (CTUIL),  
Saudamini, Plot No. 2, Sector 29,  
Gurgaon - 122 001

2. Solar Energy Corporation India Limited,  
1st Floor, A-Wing, D-3,  
District Centre, Saket,  
New Delhi - 110 017

**...Respondents**

**Parties present:**

Shri Deep Rao, Advocate, SREPL

Ms. Harneet Kaur Advocate, SREPL  
Shri Gaurav Sood, Advocate, SREPL  
Ms. Parichita Chowdhary, Advocate, SREPL  
Shri M. G. Ramachandran, Senior Advocate, SECI  
Ms. Tanya Sareen, Advocate, SECI  
Ms. Poorva Saigal, Advocate, SECI  
Ms. Suparna Srivastava, Advocate, CTUIL  
Mr. Tushar Mathur, Advocate, CTUIL  
Ms. Soumya Singh, Advocate, CTUL  
Shri Shashank Kumar, SREPL  
Shri Avinash Mirajkar, SREPL  
Shri Sumit Jodge, SREPL  
Shri Gaurav Sood, SREPL  
Shri Avinash Mukherjee, SREPL  
Shri V. Srinivas, CTUIL  
Shri P.C Garg , CTUIL  
Shri Ashok Pal, CTUIL  
Shri Yatin Sharma, CTUIL  
Shri Swapnil Verma, CTUIL  
Shri Anil Kr. Meena, CTUIL

### **ORDER**

Spring Renewable Energy Private Limited (hereinafter to be referred as Petitioner) has filed the present Petition under Section 79 of the Electricity Act, 2003 (hereinafter to be referred as “Act”) read with Regulations 20 and 21 of the Central Electricity Regulatory Commission (Sharing of Inter State Transmission Charges and Losses) Regulations, 2010 (hereinafter to be referred as “2010 Sharing Regulations”), read with Regulation 33A and Regulation 33B of the Central Electricity Regulatory Commission (Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-State Transmission and related matters) Regulations, 2009 (hereinafter to be referred as “Connectivity Regulations”) and Regulation 111 and Regulation 112 of the CERC (Conduct of Business) Regulations, 1999 for resolving dispute arising on account of conflict between the Scheduled Commercial Operation Date under the Power Purchase Agreement dated 04.09.2018 between SECI and the Petitioner (“PPA”) and the date of operationalization of connectivity and Long Term Access (“LTA”) granted

by Central Transmission Utility to the Petitioner and seeking appropriate reliefs with regard to exemption from payment of transmission charges, opening a Letter of Credit (“LC”) for PoC charges and quashing of the Default Notice issued by the CTU.

2. The Petitioner has made the following prayers:

- a) *Admit the instant Petition and list the same on an urgent basis;*
- b) *Quash the Default Notice issued by the CTU and the related correspondence in relation to opening of the Letter of Credit for PoC charges and operationalization of LTA;*
- c) *Direct that the operationalization of connectivity and LTA and related obligations to provide any payment security mechanisms be deferred and aligned with the Anticipated SCOD under the PPA;*
- d) *Direct CTU to operationalize the connectivity and LTA in phases corresponding to the commissioned Project capacity as per the terms of the RFS and PPA;*
- e) *Direct that no liability shall be attributed to the Petitioner for the unutilized LTA capacity on account of the Change in Law events coupled with illustrated events of force majeure and further direct that the Petitioner is not obliged to pay transmission charges or open the letter of credit including for any part capacity that could not get commissioned by 30.11.2019;*
- f) *Direct CTU to not take any coercive measures against the Petitioner and maintain status quo with respect to the rights and obligations of the Petitioner under the Transmission Agreement and LTAA, during the pendency of the instant Petition;*
- g) *Grant an exemption from filing duly affirmed affidavit in view of the prevailing lockdown in the country on account of the outbreak of COVID-19;*
- h) *Pass such other order(s) and/or direction(s) as this Hon’ble Commission may deem just and proper in the facts and circumstances of the case.*

### **Submissions of the Petitioner**

3. The Petitioner vide its Petition has mainly submitted as under:

a) SECI vide RFS dated 5.2.2018 invited bids for setting up 2000 MW of Wind Power Projects in India. Upon notification of the RFS, Spring Energy Private Limited participated in the bidding process, proposing to construct and commission a 300 MW Tranche-IV Project. SECI vide LOA dated 1.6.2018 intimated that SEPL had been selected as a Successful Bidder for implementing the Project. The Petitioner is a 100 % owned subsidiary of SEPL.

b) Clause 1.10 of the said LOA categorically stated that the Successful Bidder (the Wind Power Developer (WPD)) shall meet financial closure within 7 months from the Effective Date of the PPA. Further, as per Clause 1.11 of the LOA, the WPD was required to commission the full capacity of the Project within 18 months from the Effective Date of the PPA. The PPA was executed on 04.09.2018. Clause 2.1 of the PPA mentions the Effective Date to be 30.08.2018, and accordingly the scheduled commissioning date for the Project was 29.02.2020.

c) As per the terms and conditions of the RFS, the Petitioner was required to get the connectivity and the LTA, ensuring actual injection/evacuation of capacity at an ISTS substation and transmission of power up to point of interconnection where metering is done for energy accounting and the Buying Entity is responsible for all transmission charges and losses and any other charges as applicable under the respective regulations beyond Delivery Point and up to Drawl Point.

d) The obligations of the Petitioner with respect to transmission charges and related costs under the PPA are aligned with the provisions of the RFS. In this regard, Article 4.2 of the PPA states that the transmission of power up to the point of interconnection where the metering is done for energy accounting shall be the responsibility of the WPD at his own cost. Penalties, fines and charges imposed by the CTU/STU under any statute or regulation in relation to delay in commissioning of Project shall be payable by the WPD to the extent the delay is attributable to the WPD.

e) The Project is being set up for drawl of power by the Buying Entity i.e. Uttar Pradesh Power Corporation Limited (UPPCL) with whom SECI has executed the Power Sale Agreement dated 23.08.2018 (PSA). As per the terms of the PSA, the Buying Entity has agreed to pay *all charges pertaining to open access, CTU charges, SOC, MOC, scheduling charges* (if any) and any other charges from injection/delivery point to the receiving substation(s)of Buying Entity and transmission losses as well.

f) In terms of the order issued by Ministry of Power dated 13.02.2018, the transmission charges and losses on transmission of electricity generated from wind and solar projects are waived under the Tariff Policy for a period of 25 years from the commissioning of such projects (ISTS Waiver).

g) Stage-I Connectivity was granted by the CTU to the Petitioner vide its intimation dated 12.07.2018. The Petitioner applied for Stage-II Connectivity vide its application dated 15.06.2018, after the issuance of the LOA. Stage-II Connectivity was granted by the CTU to the Petitioner at Pugalur (existing) ISTS sub-station, Bay No. 212, type 230kV AIS, vide its intimation dated 13.07.2018 (“Stage-II Connectivity Grant”). The date from which Stage-II connectivity was granted is 31.10.2019.

h) Subsequently, the Petitioner applied for Long Term Access (LTA) on 20.06.2018 at 400kV/230kV Pugalur Existing Substation for the Project which was revised vide application dated 6.7.2018. A bank guarantee of Rs.30,00,000 (Rupees Thirty Lakhs), was submitted with the application.

i) The Petitioner signed the Transmission Agreement for Connectivity with the CTU on 08.08.2018 in terms of the RE Connectivity Procedure and submitted a bank guarantee of Rs.5,00,00,000 (Rupees Five Crores) dated 09.08.2018 . As per Annexure 3 of the Transmission Agreement, the scheduled commissioning date of the dedicated transmission line and the developer pooling station is 29.10.2019, at the time of signing the Transmission Agreement.

j) CTU vide its intimation dated 24.08.2018 granted LTA to the Petitioner commencing from 30.11.2019 till 29.11.2044.

k) On 20.09.2018 the CTU and the Petitioner entered into the Long-Term Access Agreement (LTAA) to avail long term access of transmission facilities for transfer of 300 MW power from the Project on target region basis in Northern Region. The Petitioner also signed the Transmission Service Agreement (TSA) with the CTU on 20.09.2018.

l) The Petitioner has faced many challenges and impediments during the course of land acquisition for the Project on account of events and circumstances which were not within the reasonable control of the Petitioner and could not have been avoided by Petitioner. On account of such events, there was a delay in acquisition of land for the Project and the Petitioner lost working time in completing activities towards commissioning of the Project as per the prescribed timelines under the PPA. Such events constitute Change in Law and Force Majeure, leading to difficulty in timely completion of the generation project in terms of the TSA and the PPA and include the following:

**(I) Introduction of the Tamil Nadu Combined Development and Building Rules 2019 (“TNCDB Rules”) by the Government of Tamil Nadu on 04.02.2019:**

As the framework was new and evolving, there was a delay in according necessary approvals. The Petitioner had filed applications for 67 nos. of locations for approval under Rule 45 of the TNCDB Rules to various taluka level offices in month of February 2019 but received approval for 25 nos. from one of the offices in month of January 2020.

**(II) Tamil Nadu Town and Country Planning Act, 1971 (Conversion of Agricultural Land to Non-Agricultural Land – NA Conversion):**

The Petitioner has already submitted applications for 74 locations under Section 47A of the said Act till date at Block Development

Officer (BDO), Mulanur; DO, Aravakuruchi and Executive Officer (EO), Kannivadi offices and Mulanur BDO had already forwarded 30 locations application to Assistant Director (AD) Agriculture on 23.11.2019. It is extremely important to get NA approval done from lenders point of view for perfection of security on Project land.

**(III) Land Ceiling Approval under the Tamil Nadu Land Reforms (Fixation of Ceiling on Land) Act, 1961:**

There is no exemption from the requirement of seeking land ceiling approval in Tamil Nadu for installing wind turbines as available in other states. The Petitioner has already submitted 72 locations applications under Section 37A of the said Act and is yet to receive any response from the concerned authorities.

m) The Petitioner vide letter dated 19.3.2019 brought the occurrence of above events and circumstances to the notice of SECI and requested for an extension of the timeline for satisfaction of conditions subsequent and financial closure under Clause 3.1 of the PPA by a period of 3 months. SECI vide letter dated 29.3.2019 provided the Petitioner an interim relief by extending the deadline for compliance of financial closure and conditions subsequent for the Project up to 30.06.2019. Thereafter, SECI vide its letter dated 24.05.2019 informed the Petitioner of its decision to grant an extension to the deadline for compliance of financial closure and conditions subsequent for the Project, without seeking extension charges, up to the Original SCOD.

n) The Petitioner vide its letter dated 16.07.2019 sought an extension to the Original SCOD in view of the Change in Law and Force Majeure Events. Thereafter, correspondences dated 23.10.2019, 24.10.2019, 25.10.2019 and 30.10.2019 were exchanged between SECI and the Petitioner and on 05.11.2019, a meeting was held between them in this regard. The Petitioner requested an extension to the Original SCOD by 6 months vide its letter dated 05.11.2019 to SECI. Post consideration of the representations made by the Petitioner, SECI vide its letter dated

22.11.2019 extended and revised the SCOD of the Project to 28.08.2020 or actual commercial operation date, whichever is earlier.

o) CTU issued the following letters to the Petitioner:

(i) Letter dated 11.07.2019 intimating that as per the terms of the LTAA and prevailing CERC Regulations, the Petitioner is required to open a LC in favor of PGCIL towards payment security mechanism for Rs. 1698.02 lakhs for the PoC charges calculated based on rates pertaining to the period April 2019 to June 2019.

(ii) Letter dated 05.11.2019 stating that the LTA for the 300 MW Project is to be operationalised from 30.11.2019 in terms and conditions of the intimation on grant of LTA and LTAA in line with the Connectivity Regulations. The Petitioner was advised to submit certain documents towards fulfillment of the provisions for waiver of transmission charges and losses for the use of the ISTS network (in line with the 6<sup>th</sup> Amendment to the Sharing Regulations), failing which applicable transmission charges would be billed as per the CERC Regulations.

p) The Petitioner vide its letter dated 28.11.2019 intimated the CTU of the extension of the Original SCOD of the Project to the Revised SCOD granted by SECI and requested CTU to link the date of operationalization of the connectivity and LTAA with the Revised SCOD. The CTU vide its letter dated 5.12.2019 informed the Petitioner that the LTA dated 24.08.2018 has already been made effective w.e.f. 30.11.2019.

q) Thereafter, the CTU vide another letter dated 19.12.2019 informed the Petitioner about the Petitioner's default in opening of the LC as per Clause 16.2.1 of the TSA on alleged non-compliance of Clause 3.6 of the Billing, Collection and Disbursement Procedure approved under Sharing Regulations.



r) There has been a shutdown of movement of all goods and services globally, on account of worldwide outbreak of the Covid-19 Corona virus. In India, the National Disaster Management Authority (“NDMA”) vide its Order dated 24.03.2020, in exercise of its powers under Section 6(2)(i) of the Disaster Management Act, 2005 *inter alia* directed all Ministries and Departments of the Government of India, All State Governments and State Authorities to take all necessary measures to prevent the spread of COVID-19 in India. In terms of the said NDMA Order, the Ministry of Home Affairs under Section 10(2)(1) of the DM Act issued an Order dated 24.03.2020 along with certain guidelines for the Relevant Authorities for implementing measures, including a lockdown in the country for a period of 21 days with effect from 25.03.2020, to curb the spread of the virus. Thereafter, multiple addendums to the said MHA Order have been issued along with Consolidated Guidelines dated 28.03.2020 and Revised Consolidated Guidelines dated 15.04.2020.

s) In terms of the MHA Orders dated 14.04.2020 and 01.05.2020, the lockdown measures have continued to remain in force till date since 25.03.2020. The said orders and guidelines are hereinafter collectively referred to as the “Containment Measures”. It is submitted that the COVID-19 Outbreak together with the Containment Measures constitutes a Force Majeure Event in terms of Article 14 of the TSA.

t) Ministry of New & Renewable Energy vide its Office Memorandum No. 283/18/2020 – Grid Solar dated 20.03.2020 issued directions to all Renewable Energy Implementing Agencies of MNRE including SECI to treat delay on account of disruption of the supply chains due to spread of coronavirus in China or any other country, as Force Majeure and grant suitable extension of time for projects, on account of coronavirus, based on evidences / documents produced by project developers in support of their claim of such disruption.

u) The Petitioner vide its letter dated 23.03.2020 notified SECI that the Coronavirus outbreak together with the Containment Measures taken

thereafter is a force majeure event under the PPA. The Petitioner vide its letter dated 30.03.2020 has also notified the CTU of the occurrence of such force majeure event impacting the Project in terms of Article 14.4 of the TSA. Vide the said letter, the Petitioner *inter alia* has requested the CTU to be excused from its obligations under the TSA and be allowed to avail the connectivity in line with the time extension that may further be granted by SECI for achieving the commissioning of the Project under the PPA(beyond the Revised SCOD) in view of the said force majeure. The said force majeure event has caused major disruption in the supply chain related to the Project as detailed in the said letters and has severely impacted the Petitioner's ability to commission the Project even by the Revised SCOD.

v) MNRE vide another Office Memorandum dated 17.04.2020 has further directed all Renewable Energy Implementing Agencies of MNRE including SECI to treat lockdown due to COVID-19 as a force majeure event and to grant a blanket extension of time for renewable energy projects on account of such lockdown, equivalent to the period of lockdown and an additional period of 30 (thirty) days after the end of such lockdown period, without the need of case to case examination or any evidence for extension due to lockdown. In terms of the said direction of MNRE, SECI is obliged to grant a blanket extension to the Petitioner for the period of lockdown plus 30 (thirty) days, without requiring the Petitioner to submit any evidence in regard thereto.

4. Petitioner has further submitted as follows:

a) The provisions of the BCD Procedure are not applicable in the case of Petitioner considering that as per the provisions of Regulation 8(6) of the Sharing Regulations, the mechanism for calculating transmission charges at the drawl nodes of the generator, i.e. the PoC charges are attracted only after the commercial operation of the generator. Petitioner is a renewable energy generator who is exempted from payment of transmission charges from the date of commissioning of its generating station and commencement of supply in terms of the 6<sup>th</sup> Amendment to

the Sharing Regulations, upon fulfilling the criteria laid down for availing the said ISTS Waiver. From the date of commissioning of the Project, the transmission charges shall be recovered from the PoC Pool and not from the Petitioner. Accordingly, there is no provision applicable upon the Petitioner that requires it to provide for a payment security mechanism as there is no liability of payment towards transmission charges on the Petitioner. The said position is in line with the orders of this Commission dated 05.02.2020 and 06.08.2019 in Petition Nos. 195/MP/2019 and 172/TT/2018, respectively. In any event Petitioner would not be liable for any amount beyond the monthly transmission charges for the assets in terms of the aforementioned Orders. Accordingly, the requirement indicated by the CTU to open the LC corresponding to the monthly average PoC charges is unwarranted and requires a revision.

b) The TSA between CTU and the Petitioner was executed on 20.09.2018, and in terms of Article 3 of the TSA, the Effective Date (i.e. the Cut-off date in context of the aforementioned Change in Law Clause) is 20.09.2018. Accordingly, the events that have caused the delay in implementation of the Project by the Petitioner constitute Change in Law Events in terms of the provisions of Article 15.

c) CTU is not entitled to issue notice for an Event of Default under Article 16.2.1 of the TSA in case of failure to comply with the prevailing regulations (as per Article 16.2.1.1 of the TSA), where such an event occurs as a result of a Force Majeure Event. Further, as per Article 14.6.1.1 of the TSA, Petitioner is not in breach of its obligations under the TSA, to the extent its performance of obligations has been prevented, hindered or delayed due to a Force Majeure event and Petitioner is entitled to claim relief for such Force Majeure event impacting its performance under the TSA.

d) SECI has already extended the timeline for commissioning from Original SCOD to Revised SCOD and that the Petitioner is entitled to further extension till Anticipated SCOD for reasons detailed in this Petition, this Commission should realign the date of operationalization of

connectivity and long term access granted to the Petitioner with the Anticipated SCOD.

e) As per the LTA Grant Intimation and the LTAA signed between the CTU and the Petitioner, the instant open access has been granted on 'Existing Transmission Networks'. The existing transmission system, upon which the LTA has been granted to the Petitioner is already being utilized by the ISTS customers and PoC charges are being recovered. As the Petitioner is a generating station having lowest generation tariff in the country, it should not be saddled with any negative cash flows (contrary to the terms of the bidding documents including inter alia the RFS, PPA and PSA) in the beginning of its project life, as it could lead to great financial difficulty in completing the Project itself. Therefore, the LTA should be realigned for the Petitioner and must be operationalized only from the Anticipated SCOD i.e. the date of commencement of supply under the PPAs per the terms and conditions of the PPA, specifically Clause 4.2.2, the Petitioner is only responsible for injecting power into the ISTS grid owned by CTU at the Delivery Point and Petitioner is only liable and responsible for bearing the penalties, fines and charges imposed by the CTU/STU under any statute or regulation in relation to delay in commissioning of Project, to the extent the delay is attributable to Petitioner. The Petitioner is not liable or in any way responsible for the inconsistency between the provisions of the PPA and TSA and cannot be penalized or required to bear the burden of any transmission charges or losses beyond the Delivery Point in the present circumstances where the RFS and PPA have cast that obligation on the Buying Entity.

f) Petitioner's Project was fully commissioned on 30.10.2021.

**Hearing dated 11.8.2020 and IA No. 38/2020**

5. Commission vide RoP of hearing dated 11.8.2020 admitted the Petition and disposed of IA No. 38/2020 observing as under:

*"6. Learned counsel submitted that the Petitioner has filed IA No. 38/2020 praying to restrain CTU from taking any coercive action during the pendency of*

*the present Petition. He further submitted that the Petitioner is willing to furnish the LC commensurate with transmission charges or alternatively as per Regulation 13.7 of the Central Electricity Regulatory Commission (Sharing of Transmission Charges and Losses) Regulations, 2020. Considering the submissions of the learned counsel for the Petitioner, the Commission directed CTU not to take any coercive action against the Petitioner till the next date of hearing. Accordingly, the Commission disposed of IA No.38/2020.”*

### **Reply of CTUIL**

6. CTUIL in its reply dated 28.08.2020 has mainly submitted as under:
  - a) CTUIL is within its right to en-cash the connectivity bank guarantee submitted by the Petitioner as the Petitioner has failed in constructing the dedicated transmission system within the prescribed period of 24 months from the date of bay allocation (i.e. by 12.7.2020).
  - b) From the recitals to the LTA Agreement dated 20.09.2018, it is clear that the Petitioner was eligible for waiver from payment of transmission charges under the subject LTA from the date of commissioning of its project, provided the power sale arrangements with the beneficiary(s) had been firmed up in compliance to their RPO obligations. In the event that the conditionalities for waiver from payment of transmission charges were not satisfied and/or the facility of waiver was no longer availing owing to a subsequent amendment, then the Petitioner was required to provide the prescribed security mechanism to the answering Respondent towards ensuing liability of payment of transmission charges, including furnishing of the required LC, failing which the LTA Agreement was liable to be terminated and the LTA grant was liable to be revoked.
  - c) The obligation under clause 14 of the TSA which was undertaken to be performed by the Petitioner was with respect to payment of transmission charges as per the bills raised upon it by Respondent No.1. Since there was no inter-se obligation agreed to or recorded in the TSA relating to construction of the generating station of the Petitioner or any other matter, any issues arising out of or relating to the same could not be

considered under the operation of clause 14. It followed that in the event of any delay in commissioning of the Petitioner's project and upon operationalization of the subject LTA, the liability of the Petitioner to pay transmission charges commenced and also continued till the Petitioner became eligible to claim exemption by satisfying the required conditions. The limited operation of clause 14 under the TSA for payment of transmission charges pursuant to the bills raised by Respondent No.1 had no nexus to any issues now being cited by the Petitioner qua construction of its generating station.

d) Extension of SCOD by SECI was related to the power sale purchase/obligations under the PPA executed by the Petitioner with SECI and had no nexus with the rights and obligations undertaken by the Petitioner under the transmission agreements entered into with the answering Respondent.

e) CTUIL vide its letter dated 5.12.2019 informed the Petitioner that as per the conditionalities of the LTA grant as well as the LTA Agreement entered into by the Petitioner, its entire LTA of 300 MW had already been made effective from 30.11.2019. Further, considering that the Petitioner had failed to open the requisite LC in terms of the extant regulatory framework, the answering Respondent, vide its letter dated 19.12.2019 issued Notice to the Petitioner towards default in opening of LC.

f) The Petitioner vide letter dated 11.2.2020, issued a notice under the TSA intimating delay in commissioning of the wind power project and requested that the date of operationalization of connectivity be realigned to the revised SCOD i.e. 28.8.2020.

g) The Commission in its Order dated 5.2.2020 in Petition No. 195/MP/2019 has observed that for the capacity which has not been declared in commercial operation, the RE based generator is liable to pay the transmission charges and maintain LC as per the provisions of the BCD Procedure.

h) Further, vide Order dated 6.8.2018 in Petition No. 172/TT/2018, while determining the transmission tariff for the assets commissioned by the answering Respondent, the Commission had observed that the long term transmission customers are required to pay transmission charges from the date of operationalization of their respective LTAs as per the start date of LTA till the commissioning of their respective generation and thereafter the asset would be included in the PoC.

i) Accordingly, in line with the regulatory framework under the Sharing Regulations and Orders passed by this Commission, the Petitioner has time and again been requested to open the LC pertaining to the transmission charges. Vide Record of Proceedings (RoP) dated 11.8.2020 issued by this Commission in the present Petition, it has been recorded that the Petitioner has agreed to furnish the LC commensurate with the transmission charges. However the Petitioner has not opened the LC till date.

j) The request made by the Petitioner as regards realignment of date of operationalization of LTA is also not sustainable as connectivity and LTA has been granted to the Petitioner as per the start date requested by the Petitioner in the application. Pursuant to grant of LTA with effect from 30.11.2019, the transmission capacity for the Petitioner has been reserved. The shifting of dates of start of connectivity and LTA would entail burden of transmission charges for the period from which capacity is allocated to other DICs of the ISTS and the same has been acknowledged by this Commission in Order dated 5.2.2020 passed in Petition No.195/MP/2019.

k) The force majeure events cited by the Petitioner as regards delay in acquisition of land do not affect the rights and obligations under the TSA and as such the Petitioner cannot be granted any relief by way of extension of start date of LTA and connectivity in this regard.