

**BEFORE THE GUJARAT ELECTRICITY REGULATORY COMMISSION
GANDHINAGAR**

Petition No. 1966 of 2021.

In the Matter of:

Petition under Section 86 of the Electricity Act, 2003 read with Article 9 of the Power Purchase Agreement (PPA) dated 22.05.2019 executed between the parties.

Petitioner : Renew Sun Energy Private Limited
Represented By : Ld. Advocates Mr. Sujit Ghosh and Ms. Mannat Waraich

V/s.

Respondent : Gujarat Urja Vikas Nigam Limited
Represented By : Ld. Adv. Mr. Utkarsh Singh and Ms. Vaishali Dalal

CORAM:

**Anil Mukim, Chairman
Mehul M. Gandhi, Member
S. R. Pandey, Member**

Date: 15/04/2025.

DAILY ORDER

1. The above matters were heard on 24.09.2024.
2. Ld. Adv. Mr. Sujit Ghosh, appearing on behalf of the Petitioner, submitted that the Commission in its Daily Order dated 18.04.2024 directed for verification and reconciliation of documents with the Respondent and same is now concluded.

- 2.1. It is further submitted that the present Petition filed under Section-86 of the Electricity Act 2003 read with Article 9 of the Power Purchase Agreement dated 22.05.2019 signed between the Petitioner and the Respondent- GUVNL for the solar project.
- 2.2. It is stated that the Petitioner is seeking a declaration that the imposition of safeguard duty on solar cells vide Notification No. 02/2020 dated 29.07.2020 amounts to Change in Law along with consequential relief thereto.
- 2.3. It is also provided a detailed chart showing a list of events and dates and also referred to various orders/ judgements supporting their claim.
- 2.4. It is further submitted that all the required documents in connection with the claim and as needed during the course of reconciliation are submitted.
- 2.5. It is submitted that based on the correspondence exchanged between parties, the Petitioner has revised its claim limited to modules actually installed. Impact of spare modules is not considered in claim now and CA certificate dated 04.03.2024 also submitted in this regard.
- 2.6. It is also submitted that the compensation for the additional project cost is to be awarded with carrying cost and also referred to Order dated 12.10.2023 of the Commission in Petition No. 1941 of 2021.
- 2.7. It is further submitted that unless the Petitioner is not awarded the carrying costs for the period from the date of incurring of the additional expenditure till the date of actual payment, the Petitioner shall not be restituted to the same financial position.
3. Ld. Adv. Mr. Utkarsh Singh, appearing on behalf of the Respondent- GUVNL submitted that a reconciliation of all the documents submitted by the Petitioner was concluded and minor differences were observed. It is also stated that the additional cost related to spares of the project not to be allowed.

- 3.1. It is submitted that there is no carrying cost or interest cost provided in the present PPA. There is no principle of restitution in the PPA between the Petitioner and GUVNL and the same cannot be imported or implied by the Petitioner.
- 3.2. It is submitted that the PPA clause provides for the specific formula in case of change in law and there is no provision for any relief de hors the same. When the PPA provides a formula for change in law, the relief is restricted to that formula and all other claims are barred. Further, the PPA itself provides that there cannot be any claim of any consequential relief:
- 3.3. It is also submitted that in the present case, the provision under the present PPA is different than the PPA in Parampujya Case and is even more specific than the PPA considered in Adani Case in Appeal No. 210 of 2017. Therefore when the Hon'ble Tribunal had decided that the carrying cost is not admissible in view of absence of provision for restitution in the PPA, allowance of carrying cost in the present case would be contrary to the decision of the Hon'ble Tribunal in Appeal No. 210 of 2017.
- 3.4. The claim of carrying cost is not maintainable and in any case, the rate of 14% cannot be accepted. The Petitioner has not provided any justification for the said rate.
4. Heard the parties. We note that the parties have argued the matter at length and completed their arguments. Hence, we decide to reserve the present matter for Final Order, in the meantime parties are allowed to file written submissions, if any within time period of 4 weeks.
5. Order accordingly.

sd/-
[S. R. Pandey]
Member

sd/-
[Mehul M. Gandhi]
Member

sd/-
[Anil Mukim]
Chairman

Place: Gandhinagar.
Date: 15/04/2025.