

**CENTRAL ELECTRICITY REGULATORY COMMISSION
NEW DELHI**

**Petition No. 216/MP/2024 along with 66/IA/2024, 242/MP/2024 along with
57/IA/2024 and 271/MP/2024**

Coram:

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

Date of Order: 28th April, 2026

Petition No. 216/MP/2024

In the Matter Of:

Petition under Section 79 of the Electricity Act, 2003, challenging the levy of Bills of Supply for Bilateral Charges raised by Central Transmission Utility of India Ltd., being contrary to the CERC (Sharing of Inter-State Transmission Charges and losses) Regulations, 2020 and CERC (Connectivity and General Network Access to the Inter-State Transmission System) Regulations, 2022.

And In the Matter Of:

1. ReNew Solar Power Pvt. Ltd.

138, Ansal Chambers-II, Bhikaji Cama Place, Delhi- 110 066

2. ReNew Surya Aayan Pvt. Ltd.

138, Ansal Chambers-II, Bhikaji Cama Place, Delhi- 110 066

3. ReNew Surya Roshni Pvt. Ltd.

138, Ansal Chambers-II, Bhikaji Cama Place, Delhi- 110 066

4. ReNew Surya Vihaan Pvt. Ltd.

138, Ansal Chambers-II, Bhikaji Cama Place, Delhi- 110 066

.....**Petitioner(s)**

Versus

1. Central Transmission Utility of India Limited

“Saudamini”, Plot No-2, Sector-29, Gurgaon, Haryana – 122001

2. Solar Energy Corporation of India Ltd.

6th Floor, Plate-B, NBCC Office Block Tower-2,
East Kidwai Nagar, New Delhi – 110023

3. Powergrid Ramgarh Transmission Ltd.

B-9 Qutab Institutional Area, Katwaria Sarai, New Delhi - 110016



4. Grid Controller of India Ltd.

B-9 (1st Floor), Qutab Institutional Area,
Katwaria Sarai, New Delhi-110016

..... Respondent (s)

Petition Number 242/MP/2024

In the Matter Of:

Petition under Sections 79 of the Electricity Act, 2003 seeking for quashing of the 3 Bills/ Invoices dated (i) 22.03.2024; (ii) 22.03.2024 and (iii) 02.04.2024 issued by the Central Transmission Utility of India Limited (CTUIL), cumulatively of Rs. 2,62,71,559/- and for a declaration that the Petitioner has no liability towards payment of transmission charges corresponding to its Long Term Open Access/ General Network Access Quantum of 600 MW.

And In the Matter Of:

1. Adani Renewable Energy Holding Seventeen Limited

(formerly known as Adani Renewable Energy Holding Seventeen Private Limited & SBE Renewables Seventeen Pvt. Ltd.)
C-105 Anand Niketan New Delhi -110021

2. Adani Solar Energy Barmer One Private Limited

(formerly known as SBE Renewables Twenty Three Projects Private Limited)
C-105 Anand Niketan New Delhi -110021

.....Petitioners

Versus

1. Central Transmission Utility of India Limited

Power Grid Corporation of India Limited

CTU-Planning (1st Floor-A Wing)

Saudamini, Plot No. – 2, Sector – 29, Near IFFCO Chowk Metro Station

Gurgaon, Haryana– 122 001

2. NHPC Limited

NPHC Office Complex, Sector – 33, Faridabad,
Haryana – 121003

3. Grid Controller of India Limited

B-9 (1st Floor), Qutab Institutional Area,
Katwaria Sarai, New Delhi -110016

4. POWERGRID Ramgarh Transmission Limited

B-9, Qutub Institutional Area,
Katwaria Sarai, New Delhi – 110016

.....Respondent(s)

Petition 271/MP/2024

In the Matter Of:



Petition under Section 79(1) (c) and 79 (1) (f) of the Electricity Act, 2003 read with Regulation 65 of the CERC (Conduct of Business) Regulations, 2023.

And In the Matter Of:

Altra Xergi Power Private Limited

Corporate office at 8th Floor, DLF Square,
Jacaranda Marg, DLF Phase 2,
Sector 25, Gurugram, Shahpur, Haryana-122002

..... **Petitioner**

Versus

1. Central Transmission Utility of India Ltd.

First Floor, Saudamini, Plot No.2, Sector-29,
Near IFFCO Chowk Metro Station,
Gurgaon-122 001 Haryana

2. PowerGrid Ramgarh Transmission Limited

B-9, Qutab Institutional Area,
Katwaria Sarai, New Delhi-110016

3. Power Finance Corporation Consulting Limited

First Floor, Urja Nidhi, 1 Barakhamba Lane, Connaught Place
New Delhi-110 001

4. Grid Controller of India Limited (GRID-INDIA)

B-9 (1st Floor), Qutab Institutional Area,
Katwaria Sarai, New Delhi-110016

5. Northern Regional Load Despatch Centre

18-A, Shaheed Jeet Singh Sansanwal Marg
Katwaria Sarai, New Delhi-110016

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

Parties Present: Shri Sanjay Sen, Sr. Advocate, AREHSL
Shri Hemant Singh, Advocate, AREHSL
Shri Lakshyajit Singh, Advocate, AREHSL
Ms. Neha M Dabral, Advocate, AREHSL
Shri Basava Prabhu Patil, Sr. Advocate, RSPPL
Shri Girik Bhalla, Advocate, RSPPL
Shri Vishrov Mukerjee, Advocate, RSPPL
Ms. Garima Adlakha, Advocate, RSPPL
Shri Venkatesh, Advocate, AXPPL
Shri Aashwyn Singh, Advocate, AXPPL
Ms. Manu Tiwari, Advocate, AXPPL
Ms. Ranjitha Ramachandran, Advocate, CTUIL
Ms. Shristi Khindaria, Advocate, CTUIL
Shri Aneesh Bajaj, Advocate, CTUIL
Shri Haribabu Vakada, CTUIL
Shri Siddharth Sharma, CTUIL
Shri Shubham Arya, Advocate, PRTL



Ms. Reeha Singh, Advocate, PRTL
Shri Prashant Kumar, PRTL
Shri Gajendra Sinh, NLDC & NRLDC
Ms. Himani Dutta, NLDC & NRLDC
Shri Prashant Garg, NLDC & NRLDC
Shri Ashok Rajan, NLDC & NRLDC
Ms. Priyanshi, NLDC & NRLDC

ORDER

Petition No. 216/MP/2024 pertaining to ReNew Solar Power Pvt. Ltd. (RSPPL), ReNew Surya Aayan Pvt. Ltd. (RSAPL), ReNew Surya Roshni Pvt. Ltd. (RSRPL) and ReNew Surya Vihaan Pvt. Ltd. (RSVPL) (hereinafter to be referred to as “Petitioners RSPPL, RSAPL, RSRPL and RSVPL”), Petition No. 242/MP/2024 pertaining to Adani Renewable Energy Holding Seventeen Limited (AREHSL) and Adani Solar Energy Barmer One Private Limited (ASEBOPL) (hereinafter to be referred to as “Petitioners AREHSL and ASEBOPL”) and Petition No. 271/MP/2024 pertaining to Altra Xergi Power Private Limited (hereinafter to be referred to as “AXPPL”) have been filed challenging the invoices raised by Central Transmission Utility of India Ltd. levying bilateral/ transmission charges under the CERC (Sharing of Inter-State Transmission Charges and Losses) Regulations, 2020 (hereinafter referred to as ‘2020 Sharing Regulations’).

2. The Petitioners RSPPL, RSAPL, RSRPL and RSVPL have made the following prayers in Petition No. 216/MP/2024:

- (a) *Set aside the Impugned Invoices dated 22.03.2024, 02.04.2024 and 01.05.2024 issued by CTUIL to the Petitioners levying Transmission / Bilateral Charges on the Petitioners.*
- (b) *Injunct CTUIL from taking any coercive and/or precipitative steps towards recovery of the transmission charges during pendency of the present petition.*
- (c) *Pass such other order or orders which are deemed fit and proper in the facts and circumstances of the case.*

3. The Petitioners AREHSL and ASEBOPL have made the following prayers in Petition No. 242/MP/2024:

- (a) *Quash/ Set aside the impugned bills/ invoices dated (i) 22.03.2024; (ii) 22.03.2024 and (iii) 02.04.2024 issued by the Central Transmission Utility of India Limited (CTUIL), cumulatively of Rs. 2,62,71,559/-, in terms as stated in the present petition;*
- (b) *Consequently, hold and declare that no form of transmission charges can be imposed upon the Petitioners, in terms as stated in the present petition; and*



- (c) *Pass any order and/ or any such orders as this Hon'ble Commission may deem appropriate.*
4. The Petitioner AXPPL has made the following prayers in Petition 271/MP/2024:
- (a) *Quash the Impugned Invoice dated 22.03.2024 for the Month of February 2024, Impugned Invoice dated 22.03.2024 for the month of March, 2024 and Impugned Invoice dated 02.04.2024 issued for the month of April, 2024 by CTUIL;*
- (b) *Direct the CTUIL to not issue any coercive direction/ backdown/curtailment instructions to NRLDC with respect to the Petitioner's Project;*
- (c) *Pass any further order(s)/direction(s) that this Hon'ble Court may deem fit in nature of the facts and circumstances of the present case.*
5. The Petitioners RSPPL, RSAPL, RSRPL and RSVPL have also filed an IA being No. 66/IA/2024 in Petition No. 216/MP/2024 and made the following prayers:
- (a) *Allow the present Application and urgently list and hear the Petition No. 216/MP/2024 on 08.08.2024 or at any earliest date convenient to this Hon'ble Commission;*
- (b) *Direct the CTUIL to not take any coercive steps against the Petitioners, including but not limited to, issuance of directions for backdown / curtailment of power from the Petitioners' Project;*
- (c) *Pass any such other order(s) as this Hon'ble Commission deems just in the facts and circumstances of the present case.*
6. The Petitioner AREHSL and ASEBOPL have also filed an IA, being No. 57/IA/2024, in Petition No. 242/MP/2024 and made the following prayers in 57/IA/2024:
- (a) *Allow and admit the present application;*
- (b) *Stay the operation of the impugned bills as the same are against the extant regulations and the mandate of EA 2003;*
- (c) *Direct the Respondent No. 1/ CTUIL to not issue any further invoices qua transmission charges till the pendency of the petition;*
- (d) *Direct the Respondent No. 1/ CTUIL to not take coercive measures against the Applicants/ Petitioners, in any manner whatsoever, till the pendency of the petition; and*
- (e) *Pass any order, as this Hon'ble Commission may deem fit and proper in the light of facts and circumstances of the instant case.*
7. The Commission vide RoP for hearing dated 13.08.2024 in Petition No. 216/MP/2024 along with IA No. 66/2024, directed that, CTUIL, is not to take any coercive steps against the Petitioners, including the issuance of directions for backdown/ curtailment of power from their projects, provided the Petitioners deposit an amount of Rs. 1 crore against such invoices within a week subject to the outcome of the present case.

8. The Commission vide RoP for hearing dated 08.11.2024 in Petition No. 242/MP/2024 along with IA No. 57/2024, directed that, the Petitioners will deposit an amount of Rs. 1 crore on a lump sum basis against the Bilateral Transmission charges invoices raised and subject to such payment, the CTUIL will not take any coercive measures against the Petitioners until further directions.
9. The issues raised in Petition No. 216/MP/2024, 242/MP/2024 and Petition No. 271/MP/2024 are identical. Hence, pleadings in Petition No. 216/MP/2024 are covered in detail, and additional submissions (apart from those already covered in Petition No. 216/MP/2024) in Petitions 242/MP/2024 and 271/MP/2024 are covered in brief. Analysis and decision are applicable to all three cases.

Submissions of Petitioners RSPPL, RSAPL, RSRPL and RSVPL, in Petition 216/MP/2024:

10. The Petitioners RSPPL, RSAPL, RSRPL and RSVPL have mainly submitted as under:
 - (a) RSAPL, RSRPL and RSVPL are Special Purpose Vehicles incorporated by RSPPL, for developing and commissioning 300 MW Solar, 400 MW Hybrid (Solar + Storage) and 300 MW Solar Power Project located at Jaisalmer, Rajasthan, respectively.
 - (b) Facts pertaining to the project of RSRPL are as under:
 - (i) On 10.09.2020, PGCIL granted Stage-II connectivity to RSRPL for its 400 MW Hybrid Project at Fatehgarh-III PS. The Connectivity was to become effective from 01.08.2022 or the availability of the ISTS, whichever is later.
 - (ii) On 30.07.2021, Central Transmission Utility of India Ltd. ("CTUIL") granted 400 MW Long Term Access to RSRPL from 31.12.2022 or commissioning of the ISTS as per the LTA grant, whichever is later.
 - (iii) RSRPL on 20.08.2021 executed LTA Agreement with CTUIL for availing 400 MW Long Term Access to ISTS from RSRPL Project to its beneficiaries in Northern Region (200 MW), Eastern Region (100 MW) and Western Region (100 MW).
 - (iv) On 01.05.2023, RSRPL wrote to CTUIL providing confirmation for the transition of connectivity & LTA granted to RSRPL into GNA in line with GNA Regulations 2022.
 - (v) On 25.09.2023, CTUIL granted a deemed GNA to RSRPL under Regulation 37.3 of the GNA Regulations, 2022.

- (vi) On 22.03.2024, CTUIL issued Bills of Supply levying transmission charges on RSRPL for the month of December 2023 and January 2024 for Rs. 20.30 Lacs and 78.66 Lacs respectively.
- (vii) On 25.03.2024, Grid Controller of India Ltd. ("GCIL") issued a notification levying transmission charges for the month of February 2024 on other ReNew entities, including RSRPL.
- (viii) On 02.04.2024, CTUIL issued Bill of Supply levying transmission charges amounting to Rs. 73,58,909/- on RSRPL for the month of February 2024.
- (ix) On 05.04.2024, RSRPL wrote to CTUIL requesting them to withdraw the Bill of Supply issued for the months of December 2023 to February 2024, levying bilateral/ transmission charges on RSRPL.
- (x) SECI on 08.04.2024 issued a commissioning certificate to RSRPL for the 285 MW capacity of RSRPL's Project.
- (xi) On 01.05.2024, CTUIL issued Bill of Supply levying transmission charges amounting to Rs. 78.66 Lacs on RSRPL for the month of March 2024.
- (c) Facts pertaining to the 200 MW project of RSVPL are as under:
- (i) On 03.08.2020, PGCIL granted Stage-II connectivity to RSVPL for 200 MW of its 300 MW RSVPL Project at Fatehgarh-III PS. The Connectivity was to become effective from 31.03.2022 or the availability of the ISTS, whichever is later.
- (ii) On 03.08.2020, PGCIL granted Long Term Access to RSVPL for 200 MW of its 300 MW Solar Project at Fatehgarh-III PS, inter alia, stating that the LTA was to be granted from 31.03.2022 or commissioning of the ISTS as per the LTA.
- (iii) On 27.08.2020, RSVPL executed a Long Term Access Agreement with system strengthening with PGCIL for availing 200 MW Long Term Access to ISTS for transmission of power from RSVPL's Project in Jaisalmer, Rajasthan, to its target beneficiaries in the Southern Region (200MW).
- (iv) On 27.08.2020, RSVPL executed a Transmission Agreement for Connectivity with PGCIL with regard to the 200 MW proposed Solar Project.
- (v) On 16.12.2020, PGCIL issued revised intimation for the grant of 200 MW LTA to RSVPL, revising the start date of LTA to 31.08.2022 or commissioning of ISTS for LTA, whichever is later.
- (vi) On 16.06.2021, RSVPL executed the 1st Supplementary LTA with CTUIL, wherein it was stated that the start date of the LTA had been modified by CTUIL vide letter dated 03.08.2020. Accordingly, the start date of LTA shall be 31.08.2022 or commissioning of ISTS, whichever is later.

- (vii) On 10.08.2021, CTUIL issued revised intimation for the grant of 200 MW LTA to RSVPL, revising the start date of LTA to 30.11.2022 or commissioning of ISTS for LTA, whichever is later.
- (viii) On 01.05.2023, RSVPL wrote to CTUIL providing confirmation for the transition of connectivity & LTA granted to RSVPL into GNA in line with GNA Regulations 2022. Subsequently, on 25.09.2023, CTUIL granted Deemed GNA to RSVPL under Regulation 37.3 of the GNA Regulations, 2022.
- (ix) On 22.02.2024, GCIL issued a certificate to Renew Surya Pratap Pvt. Ltd. for the successful trial run of 175 MW out of 200 MW Solar Power Plant. Under proviso to Regulation 15.1 of the GNA Regulations 2022, a connectivity grantee may transfer its connectivity to its parent company, or vice versa. Accordingly, Renew Surya Pratap, being the wholly owned subsidiary of RSVPL, is using RSVPL's connectivity.
- (x) On 22.02.2024, Renew Surya Pratap issued '*Intimation of Commercial Operation Date*' for 175 MW of its 200 MW Solar Power Plant, specifying Commercial Operation Date ("COD") as 24.02.2024.
- (xi) On 18.03.2024, CTUIL wrote to RSVPL declaring COD of the last element of the associated transmission system with effect from 25.02.2024 and on 19.03.2024, CTUIL wrote to RSVPL stating that the deemed GNA/ connectivity granted to RSVPL is being made effective from 20.03.2024. In terms of the same, RSVPL shall be liable to bear all commercial and operational liabilities corresponding to the quantum of deemed GNA/connectivity made effective from 20.03.2024.
- (xii) On 22.03.2024, CTUIL issued Bills of Supply levying transmission charges on RSVPL for the month of December 2023 and January 2024 for Rs. 15.45 Lacs and 59.88 Lacs respectively.
- (xiii) On 31.03.2024, GCIL issued a certificate to Renew Surya Pratap for the successful trial run of 22 MW out of 200 MW and on 31.03.2024, Renew Surya Pratap issued an '*Intimation of Commercial Operation Date*' for RSVPL's Project specifying COD of 175 MW as 24.02.2024 and COD of 22 MW as 02.04.2024.
- (xiv) On 02.04.2024, CTUIL issued Bill of Supply levying transmission charges amounting to Rs. 56.02 Lacs on RSVPL for the month of February 2024.
- (xv) On 05.04.2024, RSVPL wrote to CTUIL requesting them to withdraw the Bill of Supply issued for the months of December 2023 to February 2024, levying bilateral/ transmission charges on RSVPL.
- (xvi) On 01.05.2024, CTUIL issued Bill of Supply levying transmission charges amounting to Rs. 24.95 Lacs on RSVPL for the month of March 2024.

(d) Facts pertaining to the 100 MW project of RSVPL are as under:

- (i) On 09.10.2020, PGCIL granted Stage-II connectivity to RSVPL for 100 MW of the RSVPL Project at Fatehgarh-III PS. The Connectivity was to become effective from 13.04.2022 or the availability of the ISTS, whichever is later.
- (ii) On 27.10.2020, PGCIL granted Long Term Access to RSVPL for its proposed 100 MW Solar Power Project at Jaisalmer, Rajasthan, *inter alia*, that the LTA was to be granted from 30.04.2022 or commissioning of the ISTS as per the LTA.
- (iii) On 29.10.2020, RSVPL and PGCIL executed a Transmission Service Agreement for Connectivity with regard to 100 MW of its 300 MW Solar Project.
- (iv) On 24.11.2020, RSVPL executed an LTA Agreement with PGCIL for availing 100 MW Long Term Access to ISTS for transmission of power from RSVPL's 300 Solar Project in Jaisalmer, Rajasthan, to its target beneficiaries in the Eastern Region (100 MW).
- (v) On 18.08.2021, CTUIL issued a letter to RSVPL *inter alia* stating that the start date of the LTA of 100 MW shall be 30.07.2022 or commissioning of ISTS, whichever is later.
- (vi) On 13.09.2021, RSVPL executed a Supplementary LTA with CTUIL wherein it was stated that the start date of the LTA has been modified by CTUIL vide letter dated 18.08.2021. Accordingly, the start date of LTA shall be 30.07.2022 or the commissioning of ISTS, whichever is later.
- (vii) On 27.03.2024, GCIL issued a certificate to RSVPL for the successful trial run of 48 MW and 50 MW out of 98 MW and on 29.03.2024, SECI issued a commissioning certificate to RSVPL for 98 MW capacity out of 100 MW capacity.
- (viii) On 29.03.2024, RSVPL issued '*Intimation of Commercial Operation Date*' for RSVPL's 98 MW Solar Power Project specifying Commercial Operation Date ("COD") as 31.03.2024.

(e) Facts pertaining to the 100 MW project of RSVPL are as under:

- (i) On 09.10.2020, PGCIL granted Stage-II connectivity to RSAPL's Project at Fatehgarh-III PS. The Connectivity was to become effective from 13.04.2022 or the availability of the ISTS, whichever is later.
- (ii) On 27.10.2020, PGCIL granted Long Term Access to RSAPL for its proposed 300 MW Solar Power Project at Jaisalmer, Rajasthan. LTA was to be granted from 30.04.2022, or from the commissioning of the ISTS, as per the LTA.
- (iii) On 29.10.2020, RSAPL and PGCIL executed a Transmission Service Agreement for Connectivity.



- (iv) On 24.11.2020, RSAPL executed the LTA Agreement (with System strengthening) with PGCIL for the transmission of 300 MW quantum of power from the RSAPL Project to the targeted beneficiaries in the Eastern Region.
- (v) On 18.08.2021, CTUIL issued a letter to RSAPL inter alia stating that the start date of LTA shall be 30.07.2022 or commissioning of ISTS, whichever is later.
- (vi) On 13.09.2021, RSAPL executed a Supplementary LTA Agreement with CTUIL wherein it was stated that the start date of the LTA has been modified by CTUIL vide letter dated 18.08.2021. Accordingly, the start date of LTA shall be 30.07.2022 or the commissioning of ISTS, whichever is later.
- (vii) On 01.05.2023, RSAPL wrote to CTUIL providing confirmation for the transition of connectivity & LTA granted to RSAPL into GNA in line with GNA Regulations 2022 and on 25.09.2023, CTUIL granted Deemed GNA to RSAPL under Regulation 37.3 of the GNA Regulations, 2022.
- (viii) On 22.03.2024, CTUIL issued Bills of Supply levying transmission charges on RSAPL for the month of December 2023 and January 2024 for Rs. 15.45 Lacs and 59.88 Lacs respectively.
- (ix) On 27.03.2024, GCIL issued a certificate to RSAPL for the successful trial run of 48.25 MW, 48.75 MW and 193 MW out of 290 MW of RSAPL's Project and on 28.03.2024, SECI issued a commissioning certificate to RSAPL for the commissioning of 290 MW out of 300 MW.
- (x) On 29.03.2024, RSAPL issued '*Intimation of Commercial Operation Date*' for 290 MW out of 300 MW RSAPL Project specifying COD as 31.03.2024.
- (xi) On 02.04.2024, CTUIL issued Bill of Supply levying transmission charges amounting to Rs. 56.02 Lac on RSAPL for the month of February 2024.
- (xii) On 05.04.2024, RSAPL wrote to CTUIL requesting them to withdraw the Bill of Supply issued for the months of December 2023 to February 2024, levying bilateral/ transmission charges on RSAPL.
- (f) The following invoices have been raised by the CTUIL levying bilateral / transmission charges under the 2020 Sharing Regulations:

S.N.	Entity	Date of Invoice	Month	Amount
1.	ReNew Surya Aayan Pvt. Ltd. (RSAPL)	22.03.2024	December 2023	Rs. 15,45,386/-
			January 2024	Rs. 59,88,370/-
		02.04.2024	February 2024	Rs. 56,02,024/-
		01.05.2024	March 2024	Rs. 59,88,370/-
2.		22.03.2024	December 2023	Rs. 20,30,044/-
			January 2024	Rs. 78,66,420/-

	ReNew Surya Roshni Pvt. Ltd. (RSRPL)	02.04.2024	February 2024	Rs. 73,58,909/-
		01.05.2024	March 2024	Rs. 78,66,420/-
3.	ReNew Surya Vihaan Pvt. Ltd. (RSVPL)	22.03.2024	December 2023	Rs. 15,45,386/-
			January 2024	Rs. 59,88,370/-
		02.04.2024	February 2024	Rs. 56,02,024/-
		01.05.2024	March 2024	Rs. 24,95,154/-

(g) Invoices for transmission charges have been issued by CTUIL in contravention of the GNA Regulations 2022, and the 2020 Sharing Regulations, since the GNA / Connectivity has not been made effective till date. In the absence of the GNA having been made effective and the same having been intimated to the Petitioners, the actions of CTUIL in issuing the said invoices are patently illegal.

(h) Petitioners are generating stations based on renewable sources of energy and are, as such, exempt from payment of transmission charges in accordance with the 2020 Sharing Regulations and the extant MoP orders. The only scenario in which a renewable energy-based generating station is required to pay transmission charges is as per Regulation 13(3) of the 2020 Sharing Regulations. Regulation 13(3) of the 2020 Sharing Regulations as amended by the CERC Sharing Regulations (First Amendment) 2023 and CERC Sharing Regulations (Second Amendment) 2023 deals with a scenario where COD of a Connectivity Grantee has not been achieved on or before the start date of connectivity and the Associated Transmission System has achieved COD, then the Connectivity Grantee shall pay Yearly Transmission Charges for the Associated Transmission System corresponding to Connectivity capacity which has not achieved COD. It is submitted that the prerequisite for attributing liability to a connectivity grantee is that the ATS has achieved COD, which is not earlier than the start date of connectivity. The trigger for the application of Regulation 13(3) of the amended Sharing Regulations is that:

(i) Connectivity Grantee (Petitioner in this case) have not achieved COD before the start date of connectivity; **AND**

(ii) The ATS has achieved COD, which is not earlier than the start date of connectivity.

- (i) In the present case, none of the above conditions are satisfied since there has been no delay by the Petitioners in attaining the COD. All the Petitioners have attained COD as below:
- (i) Renew Surya Pratap, wholly owned subsidiary of RSVPL: attained COD for 175 MW capacity on 22.02.2024 and the balance 22 MW on 02.04.2024.
 - (ii) RSVPL (100 MW): attained COD for 98 MW capacity on 31.03.2024.
 - (iii) RSAPL: attained COD for 290 MW capacity on 31.03.2024.
 - (iv) RSRPL: attained COD for 285 MW capacity.
- (j) CTUIL vide Impugned Invoices has sought to levy transmission charges for the months of December 2023, January 2024, February 2024 and March 2024 upon the Petitioners, allegedly for the delay in commencement of generation and supply of power from the Projects. However, without all elements of the transmission system being ready, the issuance of the transmission invoices is completely unlawful and contrary to the extant Regulations and decisions of this Commission. In this regard, the Petitioners' liability to pay transmission charges accrues only when the last element of the transmission asset is operationalised, and the bays at both ends of the transmission line are put to use.
- (k) Regulation 2(1)(g) of the 2020 Sharing Regulations, defined 'COD of the ATS' to mean the COD of the last transmission element of the ATS. Admittedly, all the elements of the ATS/ Common Transmission System as specified in the grant of LTA to the Petitioners are not ready as of the date, and therefore, there is no basis for CTUIL to impose any transmission / bilateral charges.
- (l) Regulation 22.4 of the GNA Regulations 2022 **provides that the start date of connectivity will be the effective date of GNA**. Since the Petitioners have not received any letter/ intimation from CTUIL for operationalisation of GNA, it emerges that the start date of connectivity and effective date of GNA have not been achieved. No transmission charges are payable before the Effectiveness of the GNA/ Connectivity.
- (m) The intimation of grant of LTA to the Petitioners categorically states that liability to pay transmission charges shall start from the start date of LTA as requested by the applicant or from the date of commissioning of the transmission system identified for LTA, whichever is later. Admittedly, the last element of the

transmission system has not been commissioned, and therefore, there is no basis for making effective the GNA/ Connectivity and imposing bilateral charges.

- (n) The various elements of the transmission system envisaged for the Common Transmission System required for the evacuation of firm long term power from the Projects are yet to be commissioned as per data obtained from the CEA Monthly Progress Report for the month of March 2024 and the Joint Co-ordination Committee – Northern Region held in March 2024.
- (o) It is only in the case of RVSP (200 MW) wherein CTUIL vide letter dated 19.03.2024 informed RVSP that PGCIL has declared COD of the last element of the ATS w.e.f. 25.02.2024, and the deemed GNA/ connectivity granted to RVSP is being made effective from 20.03.2024.

Submissions of Petitioners AREHSL and ASEBOP in Petition 242/MP/2024:

11. The Petitioners AREHSL and ASEBOP have submitted as under:

- (a) Petitioner ASEBOP has executed two different PPAs with NHPC Limited, both dated 10.09.2020, for the supply of 280 MW and 320 MW, respectively, on a long term basis for a period of 25 years from COD. Under the said PPAs, the Original Scheduled Commercial Operation Date (SCOD) was 10.03.2022, which was later revised progressively up to 31.08.2024 through multiple SCOD extensions granted by NHPC. Thus, once the SCOD under the aforesaid PPAs stood extended, there can clearly be no allegation of a mismatch in COD by the generator qua the ATS or that the COD has not been achieved. This is because the COD cannot be before the SCOD under the PPAs mentioned in Regulation 13(1).
- (b) As per Regulation 6.2 of GNA Regulations 2022, an ATS has been defined to mean the augmentation, which is required for immediate evacuation of power, excluding terminal bay(s). However, post the transition from LTA to GNA (vide letter dated 25.09.2023 issued by CTUIL), till date, CTUIL has never communicated any revised ATS to the Petitioner. Thus, without such intimation/ communication, it can be assumed that the transmission system as was identified at the time of grant of LTA to the Petitioner, is the ATS under the GNA of the said Petitioner as well, whose elements/ system has till date not achieved commissioning.

- (c) Regulation 13(3) of 2020 Sharing Regulations can only apply if the generator is not able to achieve SCOD/ COD in terms of the PPAs mentioned under Regulation 13(1), while the transmission infrastructure required for immediate evacuation of power (i.e., ATS) achieves COD.
- (d) As per Regulation 13(3) read with Regulation 2(1)(g) of the 2020 Sharing Regulations, Regulation 22.4 of the GNA Regulations 2022 and Clause 7 of the Conditions to the Grant of LTA the liability to pay transmission charges only accrues upon a connectivity grantee from the date of commissioning of all elements identified in the LTA forming part of the Common Transmission System.
- (e) RE Power Plants are exempted from payment of transmission charges under the 2020 Sharing Regulations. Therefore, by imposing such penalty qua transmission charges, CTUIL is in effect acting in contravention to the above Regulations, as well as against the intent of the EA 2003, qua promotion of the RE generation. Hence, on this count also, the impugned invoices deserve to be quashed/ set aside.

Submissions of Petitioner AXPPL in Petition 271/MP/2024:

12. The Petitioner AXPPL has submitted as under:

(a) On 07.02.2024, the Petitioner declared COD of its entire Project as under:

Description	380 MW AXPPL	
	Part-1	Part-2
Project Part	Part-1	Part-2
Capacity (MW)	259.60 MW	120.40 MW
Date of Commissioning	30.01.2024	07.02.2024
Commercial Operation Date	31.01.2024	09.02.2024

(b) It is evident from the provisions of 2020 Sharing Regulations that transmission charges cannot be levied unless the ATS have achieved COD. Admittedly, all the elements of the ATS/ Common Transmission System as specified in the grant of LTA to the Petitioner are not ready as on date, and therefore, there is no basis for CTUIL to impose any transmission/ bilateral charges.

Hearing dated 13.08.2024 in Petition No. 216/MP/2024:

13. The extracts of the RoP for the hearing dated 13.08.2024 is as under: