

**JOINT ELECTRICITY REGULATORY COMMISSION
FOR THE STATE OF GOA AND UNION TERRITORIES
GURGAON**

Quorum

Shri M.K. Goel, Chairperson

Petition No. 26/2019

Date of Hearing: 16.06.2020

Date of Order: 21.09.2020

And in the matter of:

M/s Waaree PV Technologies Pvt. Ltd.,
501, Western Edge – I,
Off. Western Express Highway,
Borivali (East), Mumbai – 400 066.

..... Petitioner

And in the matter of:

The Superintending Engineer,
Electricity Department, 137,
Netaji Subhash Chandra Bose,
Salai (Gingee Salai), Duppuypet,
Puducherry – 605 001.

..... Respondent

Present

For the Petitioner

1. Shri Hemant Singh, Counsel
2. Shri Chetan Kumar Garg, Counsel
3. Shri Mridul Chakravarty, Counsel
4. Shri Sharad Saxena, Director
5. Shri B.C. Bhandari, Chief Financial Officer

For the Respondent

1. Shri R. Murli, Superintending Engineer-cum- HOD, Electricity Department, Puducherry
2. Shri V. Sridharan, Superintending Engineer, O & M, Puducherry

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ORDER

The Commission heard the Petitioner and the Respondent at length.

The Id. Council for the Petitioner advanced his arguments in detail. The brief of the arguments made on behalf of the Petitioner are as under: -

- I. The Petitioner conceived its solar PV project in early 2018 considering the provisions of JERC Regulations, 2015. It is further stated that the petitioner has completed most of the project preparatory activities such as execution of PPA, acquisition of land, obtaining financial assistance and grid connectivity etc before the notification of JERC Regulations 2019
- II. That the Petitioner has executed a Power purchase agreement dated 05.01.2019 with M/s. Chemfab Alkalies Limited for supply of the entire power generated for a period of 25 years.
- III. That the Petitioner vide its letter dated 25.07.2018 to the respondent sought advice whether open access charges and losses for wheeling of power are applicable on the said project.
- IV. That the Petitioner submitted that respondent vide its letter 01.10.2018 has clarified that the open access charges will not be applicable, provided the entire power generated is fed into the grid for meeting RPO requirement of the respondent.
- V. That the Petitioner stated that PED has wrongfully construed M/s Sangam Renewables to be a completely separate entity, it is stated that the Petitioner is a part of M/s Sangam Renewables. The Respondent in its reply itself categorically accepted and admitted the fact that the exemptions from payment of open access charges were available to M/s Sangam Renewables on the condition that the entire power is generated and fed into the grid for meeting the RPO requirement of the said Respondent. *However, the Respondent is treating the Petitioner/ Waaree PV Technologies Limited as a completely non-related separate entity from Sangam Renewables. Although, PED is aware of the fact that the Petitioner is the subsidiary of Sangam Renewables Limited, and the project was to be set up by the Petitioner/ Waaree.*
- VI. That the Petitioner submitted an application vide its letter dated 04.02.2019 to Puducherry Industrial Promotion Development and Investment corporation ('PIPDIC') for allotment of land for setting up of solar PV Project.
- VII. That the Petitioner submitted that PIPDIC vide its letter dated 11.02.2019 gave its consent for allotment of 50 acres of land.
- VIII. That the Petitioner procured 50 acres of land from Puducherry Industrial Promotion Development and Investment Corporation (PIPDIC) for 30 years and made payment of Rs.5,56,46,250/-dated 05.04.2019.
- IX. That the Petitioner vide its letter 07.06.2019 submitted all the application forms along with the documents for grant of connectivity for the proposed power plant.

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- X. That IREDA sanctioned the financial assistance for the purpose of development of Solar PV Project vide its letter dated 09.09.2019.
- XI. That the Petitioner for the purpose of wheeling of electricity from its solar PV project to M/s Chemfab Alkalies limited applied vide its letter dated 14th Nov 2019 for grant of long-term open access (LTOA) for a period of 25 years.
- XII. That the Petitioner was granted grid connectivity for offtake of 10 MW solar power from its solar power plant vide letter dated 17.01.2020.
- XIII. That the Petitioner submitted that the respondent issued a letter dated 24.01.2020 intimating that open access charges in respect of usage of intra-state transmission network shall be applicable to the petitioner.
- XIV. That the Petitioner submitted that the entire project of the petitioner is based upon the provisions of JERC Regulations, 2015 and the petitioner achieved all the milestones before the promulgation of the JERC Regulations, 2019. Therefore, the petitioner submits for relaxing the provisions of the JERC Regulations, 2019, thereby extending the benefit of exemption from payment of open access charges to the petitioner for the tenure of PPA.
- XV. That the Petitioner further submitted that due to absence of new Regulations applicable in the state of Puducherry , proceeded on the basis of earlier JERC Regulations , 2015.It is submitted that, apart from proceeding on the basis of the exemption granted under the JERC Regulations, 2015, there was no other option for the petitioner as the JERC Regulations were issued much later.
- XVI. That the Petitioner is covered under the principle of “Legitimate Expectation”, which imposes a duty on the public authority to act fairly taking into consideration all relevant factors before effecting a change in its policies which would affect a person who had been beneficiary of the previous policy.
- XVII. That the Petitioner was under the legitimate expectation that the incentives contained under the JERC Regulations, 2015 would be available in the future regulations as well. This is because of the Hon’ble Commission did not immediately promulgate the new regulations, as soon as the JERC Regulations, 2015 expired.
- XVIII. That the Petitioner submitted that the entire solar project was envisaged and the petitioner entered into the PPA based upon the JERC Regulations, 2015, on account of the fact that there was no other bench mark , or policy , or regulation , which provided , or contained a hint , that the JERC regulations , 2019 would be silent on the said issue.
- XIX. That the Petitioner submitted that Section 86(1)(e) of the Electricity Act, 2003 provides for promotion of generation of electricity from renewable sources by providing suitable measures for connectivity with the grid and sale of electricity to any person.

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The Respondent, represented by the Superintending Engineer (ED-Puducherry), also advanced his arguments and opposed the arguments made by the Id. Council of the Petitioner. The brief of the arguments on behalf of the Respondent are as under: -

- I. That the Respondent submitted that the clause 5 (ii) JERC (solar PV Grid Interactive System based on net metering) Regulations 2019 provides exemption from Open Access charges to the third party owned solar projects only if project developer sells the entire energy generated to the owner of the land who leases the land. Accordingly, the petitioner was informed that all open access charges are applicable. However, the Petitioner has mentioned that they have executed long term power purchase Agreement with M/s Chemfab Alkalies Limited, Puducherry for sale of their entire generated power under Open access for a period of 25 years.
- II. That the Petitioner was given formal grant of connectivity vide letter dated 17.01.2020. That the Respondent submits that the details were received vide their letters dated 03/02/2020 and 14/02/2020 respectively. After scrutiny of the connectivity details, the petitioner was informed to sign the connectivity agreement vide letter dated 21.02.2020.
- III. That the Respondent submits that Connectivity Agreement stand lapsed
 - a. The petitioner submitted an application for grant of connectivity for 10 MW solar power plant vide its application dated 23.12.2019.
 - b. Further vide letter dated 14.11.2019 received by the respondent on 31.12.2019, the petitioner intimated that the petitioner has executed long term Power Purchase Agreement with M/s Chemfab Alkalies Ltd. Puducherry under open access mechanism.
 - c. The ED-Puducherry vide letter dated 21.02.2020 informed the petitioner to sign the connectivity agreement as per approved format.
 - d. The applicant has neither executed the connectivity agreement nor paid required charges. As such, the connectivity offer is deemed to stand lapsed due to non-execution and due to inordinate delay on the part of petitioner.
- IV. That the Respondent submitted that in its letter to M/s Sangam Renewables Pvt. Ltd., it was stated that open access charges will not be made applicable provided the Electricity Department Puducherry is permitted by the solar power developer to account the entire quantum of solar power generated and fed into the grid towards RPO compliance. However, Respondent states that M/s Waaree Technologies Pvt. Ltd. cannot seek any claim of the exemptions mentioned in the letter.
- V. That the Respondent submits that the petitioner has alleged that the ED-Puducherry is not executing the Open Access Agreement which is not factually correct. The department has advised the petitioner to submit the open access application without which open access could not be executed and the petitioner has not submitted the application till date. The Respondent further submits that as per JERC (Solar PV Grid Interactive) system based on Net metering) Regulations, 2019, the Open access charges and losses are applicable to Long term open access Consumer and same has been informed to the petitioner.
- VI. That the Respondent submits that the open access charges such as additional surcharge, cross subsidy surcharges and wheeling & transmission charges are determined as part of MYT order approved by the Hon'ble Commission. As such M/s Chemfab Alkalies Ltd. being an Extra High-

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Tension Consumer of the Electricity Department, any exemption of open access charges & losses will have an impact on Aggregate Revenue Requirement (ARR) of the Electricity Department.

- VII. That the Respondent submits relaxation under Regulations 2019, cannot be sought:
- a. The present petition file by the petitioner to grant exemption from payment of all open access charges under provisions of JERC (Solar PV Grid Interactive & Net metering Regulations) 2019 is not maintainable because the relief sought by the petitioner does not pertain to the said JERC (Solar PV Grid Interactive & Net metering Regulations), 2019.
 - b. The Petitioner has apparently mixed up the provisions of JERC (Connectivity and Open Access in Intra State Transmission and Distribution Regulations) 2017 and JERC (Solar PV Grid Interactive & Net metering Regulations) 2019.
 - c. The Provisions of JERC (Connectivity and Open Access in Intra State Transmission and Distribution) Regulation 2017 provides for payment of open access charges by the applicants. Therefore, the petitioner is liable to pay open access charges.
- VIII. The Respondent submits that they have never been informed by M/s Sangam Renewables Limited that the Petitioner is a subsidiary of M/s Sangam Renewable. The Respondent vide its letter dated 01.10.2018 clarified to M/s Sangam Renewables Limited about the provisions regarding open access and wheeling charges as they then existed. The respondent has also mentioned that the clarifications are for guidance only and are subject to change based on the amendments made from time to time, and that concession mentioned in the clarification are applicable only if the project is commissioned during the period JERC (Grid Connected Solar Power Regulations) 2015 in force.

The Commission has examined in depth the arguments made by both the parties. It has also carefully examined the entire record placed before it in this petition along with additional information sought by the Commission from both the parties. The Commission also examined the relevant provisions of the Electricity Act 2003 and rules and regulations made thereunder.

The ED Puducherry at the outset has raised the issue of maintainability of this petition itself. It has submitted that the present petition filed by the Petitioner under provisions of the JERC (Solar PV Grid Interactive & Net metering Regulations) 2019 is not maintainable because the relief sought by the Petitioner does not pertain to the said JERC (Solar PV Grid Interactive & Net metering Regulations) 2019.

The ED Puducherry has further submitted that the Petitioner has apparently mixed up the provisions of the JERC (Connectivity and Open Access in Intra State Transmission and Distribution) Regulations 2017 and JERC (Solar PV Grid Interactive & Net metering Regulations) 2019

Thus, the issue regarding maintainability ought to be decided by the Commission before proceeding further. It has revisited in depth the said Solar PV Grid Interactive and Net metering Regulations, 2019 wherein Clause 5 is pertinent to mention here. The said Clause provides as under:

- i. *The consumer may lease out/rent the rooftop space/land/water bodies to a solar project developer on a mutual commercial arrangement for setting up solar project under net metering framework. The consumer will pay the solar project developer for all the energy generated by the solar project at a mutually agreed tariff. The commercial arrangement between the project developer and the Prosumer will be submitted to the distribution licensee for record and the distribution licensee will not have any role in such commercial arrangement.*

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All the provisions of net metering framework shall be applicable for solar project set up by a solar project developer.

- ii. Such solar projects set up under these regulations shall be exempted from open access restrictions and associated charges including losses.*
- iii. The distribution licensee/nodal agency may explore other business models that may facilitate the proliferation of grid connected roof top solar projects. **For any new business model not envisaged in these regulations, the Commission will approve the framework for such business model based on the specific petition to be filed in this regard.***

The Commission is of the considered view that clause 5(iii) is the relevant clause in these Regulations under which this petition is certainly maintainable. This clause particularly its second sentence empowers the Commission to consider such third party owned solar projects which are not covered under clause 5(ii). The very purpose of this clause appears to cover third party owned solar projects and particularly this petition wherein the Petitioner has started developing 10-megawatt solar project, and continued such development activities under the extended period of the JERC (Solar Power-Grid connected ground mounted and solar rooftop and metering Regulations, 2015). Thus, the Commission is not convinced with the arguments advanced by the ED Puducherry regarding maintainability of this petition and rejects all contentions of the ED Puducherry. The Commission is of the view that this petition is maintainable under Clause 5(iii) of the JERC (Solar PV Grid Interactive & Net metering Regulations) 2019.

The Commission has noted the contentions of the Petitioner wherein it is submitted that it has conceived this solar pv project in early July 2018 under the provisions of JERC Regulations 2015 which were subsequently extended upto 24th July 2019. The Petitioner has further submitted that they have achieved some major milestones in relation to the development of the said project like execution of the PPA, acquisition of land, obtaining financial assistance and grid connectivity etc. based upon the premise of availability of exemption from payment of open access charges under the Clause 5(c) of the JERC Regulations 2015. The Power Purchase Agreement was executed with M/s. Chemfab Alkalies Ltd. for supply of the entire 10 MW power generated from the said power plant located at Karaikal, Puducherry for a period of 25 years on 05.01.2019.

The Petitioner further submitted that on 25.07.2018 by their letter addressed to the Superintending Engineer of the Respondent, they sought advice with regard to the fact as to whether open access charges and losses for wheeling of power are applicable on the said project as the same were exempted under the JERC Regulations, 2015. The Respondent vide their letter dated 01.10.2018 clarified and intimated to the Petitioner that as per the provisions of the JERC Regulations, 2015, read with JERC (Connectivity and open access in intra state transmission and distribution) Regulations 2017, the open access charges, which include transmission and wheeling charges, cross subsidy surcharge, transmission losses, imbalance charges etc. will not be applicable upon the power wheeled from the ground mounted solar pv plant of the Petitioner, in the event the entire power is fed into the grid for meeting the RPO requirements of the ED Puducherry.

The Petitioner was allotted 50 acres of land at Growth Centre, Polagam, Karaikal for setting up of the Petitioner's Solar PV project by Puducherry Industrial Promotion Development and Investment Corporation (PIPDIC). The Petitioner made a payment of Rs. 5,56,46,250/- towards allotment of land for a period of 30 years. The Petitioner has informed the ED Puducherry about the said allotment of land at Karaikal by PIPDIC for setting up of 10 MW solar mega plant vide its letter dated 05.04.2019.

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ED Puducherry granted grid connectivity for off take of 10 MW solar power from the Petitioner's said solar power plant vide its letter dated 17.01.2020. The Petitioner further stated that they are very apprehensive that if the Respondent fails to execute the Open Access Agreement post grant of grid connectivity it would amount to calling grave injustice to him to the extent that the entire project of the Petitioner would be rendered futile.

The Petitioner is of the view that the said solar power project is entirely being developed on the premise that the provisions of JERC Regulations 2015 which contained provisions for granting benefits/incentives in the form of exemptions from imposition of Open Access Charges shall apply.

The Petitioner further submitted that clause 5(c) of the Regulation 2015 provides that-

The Solar Power Units generated will be allowed Open access, as per JERC-9/2009 "Open Access in Transmission and Distribution Regulations, 2009" or as amended and in force result in an open access transaction with implications of wheeling charges and surcharge relating to cross subsidy. However, to encourage green energy, such Solar Projects set up under these regulations would be exempted from open access restrictions and associates charges for sale/purchase within the jurisdiction of the same licensee.

The Petitioner has submitted that as on date he has invested approximately Rs.20 crores into the project which is likely to turn infructuous, yielding no return, if the open access is denied.

The Petitioner further submitted that he also made application to the Respondent for grant of open access and signing of Connectivity Agreement in accordance with JERC Regulations 2015. However, even while ED Puducherry has granted its approval for connectivity, the Agreement could not be entered into due to regulatory uncertainty as to the applicability of incentive provided under clause 5(c) of the JERC Regulations 2015. Further it is also relevant to mention here that the financial assistance granted by IREDA to the Petitioner is subject to the provision of open access agreement executed between the Petitioner and the ED Puducherry. However, due to the aforesaid regulatory uncertainty the Petitioner is unable to go ahead and sign the Connectivity Agreement which is hindering the development of this project.

It is not out of place to mention here that due to absence of new regulations the Petitioner proceeded on the basis of earlier JERC Regulations 2015. It is submitted that apart from proceeding on the basis of exemption granted under the JERC Regulations 2015 there was no other option for the Petitioner as the JERC Regulations 2019 were issued much later.

In the light of aforementioned facts and circumstances of the present petition it is evident that the case of the Petitioner is covered under the principle of "Legitimate Expectations"

In this regard, it is submitted that it is a settled principle of law that that the "Doctrine of Legitimate Expectation", in essence, imposes a duty on public authority to act fairly taking into consideration all relevant factors before effecting a change in its policies which would affect a person who has been beneficiary of the previous policy.

The Petitioner further submitted that he was under a legitimate expectation that the incentives contained under the JERC Regulation 2015 would be available in the future regulations as well. This is more so, because this honourable Commission did not immediately promulgate the new Regulations as soon as JERC Regulations 2015 expired. Had the new Regulations been promulgated immediately after the expiry of the Regulations 2015 then it would not have created any regulatory uncertainty which surely cannot be interpreted against the Petitioner or entity which has invested based upon the previous Regulations.

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It is submitted that due to the above situation, there was a situation of regulatory vacuum/uncertainty in relation to the grant of open access approvals and signing of Open Access Agreement (OAA) for ground mounted, grid connected Solar PV projects. In this context, it is stated that there cannot be a vacuum/lacuna in law, meaning thereby that the said vacuum had to be filled by applying the exemptions provided in the above Regulations, read with Sections 86(1)(e) and 61 (h) of the Electricity Act, 2003 which provide for promotion of renewable energy.

The Commission has also examined specific relevant provisions of the Electricity Act 2003, rules and regulations made thereunder, and tariff policy of 2016 as amended from time to time as mentioned under-

- i. Section 61 provides that the appropriate Commission shall, subject to provisions of this Act, specify the terms and conditions for the determination of tariff, and in doing so, shall be (inter alia) guided by the following, namely: -

(h) The promotion of cogeneration and generation of electricity from renewable sources of electricity

(i) the national electricity policy and tariff policy

- ii. Section 86 provides that (1) the State Commission shall discharge the following functions, namely:-

(e) promote cogeneration and generation of electricity from renewable sources of energy by providing suitable measures for connectivity with the grid and sale of electricity to any person, and also specify, for purchase of electricity, for such sources, a percentage of the total consumption of electricity in the area of the distribution licensee.

- iii. Clause 5(c) of the JERC Regulations 2015 provided that the solar power units generated will be allowed open access as per JERC-9/2009 "Open access in transmission and distribution regulations, 2009 or as amended and in force. Such third party owned project may normally result in an open access transaction with implications of wheeling charges and surcharge relating to cross subsidy, however to encourage green energy such solar projects set up under these regulations would be exempted from open access restrictions and associated charges for sale/purchase within the jurisdiction of the same licensee."

- iv. Clause 5(iii) of JERC Regulations 2019, provides that the distribution licensee/nodal agency may explore other business models that may facilitate the proliferation grid connected roof top solar projects. For any new business model not envisaged in these regulations, the Commission will approve the framework for such business model based on the specific petition to be filed in this regard.

The Commission has considered the facts mentioned above and also analysed the specific legal provisions discussed above. The Commission is of the considered view that Clause 5 (c) of the JERC Regulations 2015, even while removed from 2019 regulations in its original form, the newly incorporated Clause 5(iii) in the 2019 Regulations recognizes the possibility of different business frameworks including third party sale and therefore seeks to provide flexibility wherein the Commission is given discretion to approve the framework of any new business model for third party owned solar projects based on existing technologies and fast emerging new technologies. On the basis of the factual and legal backdrop discussed above the Commission is convinced with the submissions of the Petitioner and feels that the Petitioner has made out a case on merits since he has achieved some significant milestones during the extended period of the 2015 Regulations and thus has accrued a bonafide right to claim the exemptions granted in Clause 5(c) of the 2015 Regulations. This claim of

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the Petitioner is well supported by the doctrine of legitimate expectations duly endorsed by the Supreme Court of India in the following matter

The Hon'ble Supreme Court has elaborately elucidated on legitimate expectation in Punjab Communications Ltd. v. Union of India and Ors. (1999) 4 SCC 727 in which the judgment in Council of Civil Service Unions and Ors. v. Minister for the Civil Service 1985 AC 374: (1984) 3 All ER 935 has been referred to wherein Lord Diplock had observed that for a legitimate expectation to arise, the decisions of the administrative authority must affect the person by depriving him of some benefit or advantage which,

(i) he had in the past been permitted by the decision-maker to enjoy and which he can legitimately expect to be permitted to continue to do until there has been communicated to him some rational grounds for withdrawing it on which he has been given an opportunity to comment; or

(ii) he has received assurance from the decision-maker that they will not be withdrawn without giving him first an opportunity of advancing reasons for contending that they should not be withdrawn.

The Hon'ble Supreme Court has observed in this case, that the procedural part of legitimate expectation relates to a representation that a hearing or other appropriate procedure will be afforded before the decision is made. The substantive part of the principle is that if a representation is made that a benefit of a substantive nature will be granted or if the person is already in receipt of the benefit, that it will be continued and not be substantially varied, then the same could be enforced

The Commission has noted that the Petitioner has completed major project preparatory activities such as execution of PPA for 25 years with M/s Chemfab Alkalies Ltd. on 5th Jan, 2019, acquisition of 50 acres of land from Puducherry Industrial Promotion Development and Investment Corporation (PIPDIC) on 30 years lease on 8th March, 2019 by making payment of about Rs.5.56 crs., obtaining sanction of financial assistance from M/s IREDA on 9th Sept., 2019, obtaining approval for Grid connectivity from the Respondent on 17th Jan., 2020. As may be seen from the above, two major activities namely, execution of PPA and obtaining land lease from M/s PIPDIC were indeed completed before the new JERC Net Metering Regulations, 2019 became effective. As per records placed before the Commission the Petitioner has spent approximately Rs.20 Cr in this project till date. The photographs of project construction activities have also been submitted by the Petitioner to the Commission. The Petitioner also stated that they have made enquiries through their parent company about open access exemptions for this very project and also informed them about the purchase of land etc. the Commission has also noted that the Respondent has opposed the said contentions of the Petitioner and categorically informed that the applicable Regulation in this case is the Open Access Regulations, 2017 under which they have to pay all Open Access charges including other charges as Regulation, 2015 was repealed by the solar power net metering regulations 2019.

The Respondent has further raised an issue regarding the locus standi of the Petitioner, M/s Waaree in so far as the clarification provided by the Respondent vide letter dated 1.10.18. The view expressed by the Respondent is that the clarification was provided by them to M/s Sangam Renewables and not to M/s Waaree and therefore, being a separate corporate entity, the later cannot lawfully draw any reference to that clarification letter to their advantage. The Commission has examined the matter and also the papers submitted by the Respondent, establishing the fact that the Petitioner is a 100% owned subsidiary of M/s Sangam Renewables. It is a well-established and accepted practice for PPP

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and other project situations for Corporate entities to execute projects through subsidiaries. This is also acceptable to GoI and Financial Institutions funding such ventures. The Commission therefore finds no legitimate ground for considering such objection raised by the Respondent.

The Commission has considered the submissions of both the parties and is of the view that had this project been completed before the repeal of Regulation 2015, the Petitioner would have availed all exemptions regarding Open Access charges etc. The Project is caught in a **regulatory cusp** due to delay in completion. However, the fact remains that the Petitioner has already sunk substantial amount of resources and given its commitment in the Project in the form of preliminary expenses, land acquisition, signing of PPA, getting sanction for term loans from IREDA and construction activities. While a major part of the responsibility for such delay and corresponding financial implications will have to be shouldered by the Petitioner, considering the merits of green power and also admittedly regulatory uncertainties, concessions need to be provided so the Project does not turn completely unviable. Keeping in mind its mandatory functions under Section 86(e) of the Act the Commission intends to promote generation of electricity from solar power in Puducherry and feels that all concessions under Clause 5 (c) of regulations 2015 may be granted to the Petitioner to make this project workable under the circumstances. In view of the above the Commission has accepted the submissions of the Petitioner and at the same time rejects the submissions of the ED Puducherry. The Commission decides this Petition in favour of the Petitioner and directs the ED Puducherry to grant connectivity for the said solar power project of the Petitioner along with all the exemptions pertaining to open access under Clause 5 (c) of the JERC (Solar PV Grid Interactive & Net metering Regulations) 2015. The Commission further directs the ED Puducherry to execute the long-term open access agreement with the Petitioner for a period of 25 years.

At the same time, the window for such concession cannot be kept open ended indefinitely and therefore the Commission directs the Petitioner to complete this Project to achieve commercial operation within the current financial year i.e. by 31st March, 2021. The Petitioner is also directed to submit the report regarding completion of the Project to the Commission within two weeks from the date of achievement of commercial operation of the project. ED, Puducherry is directed to monitor the progress of the Project and grant long term Open Access and Grid connectivity subject to the Project meeting the above timeline. Should there be any delay for completing the project beyond the above timeline, all charges payable by the Petitioner to the Respondent in respect of this project shall be governed by the relevant provisions of extant Regulations in force at the time of project completion.

Ordered accordingly.

Sd/-
(M.K Goel)
Chairperson

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(Rakesh Kumar)
Secretary