

**BEFORE THE HARYANA ELECTRICITY REGULATORY COMMISSION AT PANCHKULA**

**Case No. HERC/ Petition No.47 of 2026**

**AND**

**IA No 26 of 2026, IA No. 31 of 2026 (Impleadment), IA No. 32 of 2026, IA No. 33 of 2026, IA No. 34 of 2026, IA No. 35 of 2026 (Impleadment), IA No. 36 of 2026, IA No. 37 of 2026 (Impleadment), IA No. 38 of 2026 IA 40 of 2026 (Impleadment), IA 42 of 2026 (Impleadment), IA No. 43 of 2026 (Impleadment) and IA No. 44 of 2026**

**Date of Hearing : 29.09.2026**

**Date of Order : 12.10.2026**

**In the Matter of**

**Petition under Section 39(2)(d) and Section 40(c) of the Electricity Act, 2003 read with Regulation 4, 6, 11 to 13 of the Haryana Electricity Regulatory Commission (Green Energy Open Access) Regulations, 2023 seeking approval of the Hon'ble Commission for amendment of Clause 10 of the Procedure for Grant of Connectivity and Green Energy Open Access in the State of Haryana, so as to incorporate provisions governing extension of tentative completion time for construction of evacuation system, along with the consequent protective obligations including submission of an Indemnity Bond-cum-Undertaking by the applicant seeking such extension.**

**Petitioner**

**Haryana Vidyut Prasaran Nigam Limited (HVPNL)**

**Respondents**

1. M/s. Hexa Climate Solutions Private Limited (IA No. 31 of 2026)
2. M/s. Urmiya Solar Private Limited (IA No. 35 of 2026)
3. M/s. Truere Solar Private Limited (IA No. 37 of 2026)
4. M/s. CMES Power 2 Pvt. Ltd. (IA No. 40 of 2026)
5. M/s. Clean Renewable Energy HR 1A Pvt. Ltd. (IA No. 42 of 2026)
6. M/s. FPEL Sustain Energy Pvt. Ltd. (IA No. 43 of 2026)

**Present On behalf of the Petitioner**

1. Mr. Raghujeet Singh Madan, Advocate
2. Ms. Aerika Singh, Advocate
3. Mr. Lovepreet Singh, Advocate
4. Mr. Ashok Mathuria, XEN/OA, HVPNL

**Present On behalf of the Respondents**

1. Mr. Akshay Gupta, Advocate for R-1
2. Mr Raheel Kohli, Advocate for R-2 and R-3
3. Mr Tarsem Rana, Advocate for R-2 and R-3
4. Mr. Aditya K. Singh, Advocate for R-4
5. Ms. Ishita Jain, Advocate for R-5
6. Mr. Mani Aneja, Advocate for R-6
7. Mr. Vishal Singh, Head (A&P)
8. Mr. Jai Vardhan, DGM-BD
9. Mr. Vishal, SE-A, HAREDA
10. Mr. Sombir Singh, CSE, HAREDA

**Quorum**

**Shri Mukesh Garg  
Shri Shiv Kumar**

**Officiating Chairman  
Member**

## ORDER

### **Brief Background of the case**

1. That the present petition has been filed by the HVPNL seeking amendment in the "Procedure for Grant of Connectivity and Green Energy Open Access" in view of the peculiar facts and circumstances which have arisen i.e. in view of the number of applications that have been received by the Petitioner by the applicants/generators who, having been granted connectivity and open access, are unable to complete the construction of the dedicated evacuation system within the tentative completion timelines prescribed under Clause 10(c)(iii) of the Procedure.
2. **Petitioner's submissions: -**  
The petitioner has submitted as under: -
  - 2.1 That the Hon'ble Commission notified the HERC (Green Energy Open Access) Regulations, 2023 (hereinafter "**GEOA Regulations, 2023**") in exercise of powers conferred under Sections 86 and 181 of the Electricity Act, 2003 ("**Act, 2003**"), providing the broad framework for grant of connectivity and green energy open access in the State of Haryana.
  - 2.2 That the Petitioner, Haryana Vidyut Prasaran Nigam Limited ("**HVPNL**"), is the State Transmission Utility ("**STU**") in terms of Section 39 of the Act, 2003 and in terms of Regulation 5 of the GEOA Regulations, 2023, the Petitioner has been designated as the State Nodal Agency ("**SNA**") for grant of medium term and long-term open access. The relevant provisions are reproduced below for ready reference:

***"5. Nodal Agency:***  
*(1) SLDC Haryana shall be the State Nodal Agency for grant of green energy open access for short term (upto a month) and the State Transmission Utility (STU), shall be the nodal agency for grant of Green Energy Open Access, for medium (one month to three years) and long term (more than three years.)"*
  - 2.3 That Regulation 6(1) of the GEOA Regulations, 2023 mandated that the SNA shall, within 30 days of notification of the GEOA Regulations, prepare a detailed procedure for grant of connectivity and green energy open access including application format and applicable bank guarantees/fee/charges, and file the same before the Hon'ble Commission for approval.
  - 2.4 In compliance thereof, HVPNL, in its capacity as SNA, duly prepared and filed the detailed Procedure for Grant of Connectivity and Green Energy Open Access in the State

of Haryana (hereinafter the "**Procedure**") before the Hon'ble Commission, which was duly approved by the Commission.

- 2.5 Attention of the Hon'ble Commission, at this stage, is brought towards Clause 10 of the Procedure, which provides for the cost of dedicated line and/or bay, including the tentative timelines for completion of construction of evacuation system by applicants under self-execution. Clause 10 of the Procedure is reproduced below for ready reference of the Hon'ble Commission:

**"10. Cost of dedicated line and or bay:**

- a) The construction of bay at transmission or distribution licensee sub-station and transmission or distribution line shall be governed as per provisions of applicable Regulation of HERC/Guidelines of respective Nigam/provisions of PPA etc.
- b) The construction of a dedicated transmission line shall not be construed as augmentation of transmission system for the purpose of this regulation.
- c) In case a dedicated line and or bay in the transmission system or distribution system is to be created by applicant under self-execution:
  - i. The nodal agency within 30 days, shall inform the applicant about estimated cost, the timeframe for completion of the dedicated line and the broad design features.
  - ii. The work shall be executed by the applicant under supervision/monitoring of respective construction wing of HVPNL/DISCOM.
  - iii. Tentative timelines for completion of transmission or distribution work shall be regulated as under:

| <i>Sr. No.</i> | <i>Construction of evacuation system<br/>Voltage wise</i> | <i>Tentative time period (in<br/>months)</i> |
|----------------|-----------------------------------------------------------|----------------------------------------------|
| 1.             | 11 kV                                                     | 9                                            |
| 2.             | 33 kV                                                     | 9                                            |
| 3.             | 66 kV                                                     | 12                                           |
| 4.             | 132 kV                                                    | 12                                           |
| 5.             | 220 kV                                                    | 15                                           |
| 6.             | 400 kV                                                    | 24                                           |

**Note: -**

The time period mentioned in the above table shall be calculated after 30 (Thirty) days of issue of letter for connectivity to applicant.

- iv. In case of non-commencement of work or non-execution of project within stipulated time period without seeking extension, HVPNL shall reserve the right to cancel connectivity granted to the applicant as per regulation/procedure."

2.6 Further, Clause 35 of the Procedure provides for revision/amendment of the Procedure, in the following terms:

*"35. Revision of Procedure: The State Nodal Agency may revise/amend this procedure, as and when considered necessary in order to resolve any problem experienced during practical experience or in accordance with the HERC Green Energy Open Access Regulation, 2023, with prior approval of Hon'ble HERC."*

2.7 That since the operationalization of the Procedure, HVPNL has received several applications from applicants/generators who, having been granted connectivity and open access, are unable to complete the construction of the dedicated evacuation system within the tentative completion timelines prescribed under Clause 10(c)(iii) of the Procedure. The applicants are seeking extension of the stipulated time period on account of various practical exigencies including delays in land acquisition, procurement of equipment, supply chain disruptions, force majeure events, and other site-specific constraints. At present 9 application have been received by the Petitioner seeking extension of time.

2.8 That the Procedure as presently framed does not contain any provision dealing with applications seeking extension of tentative completion time. The absence of such a provision has created the following difficulties:

- a) HVPNL, as SNA, has no clear regulatory framework to process or decide such applications;
- b) In the absence of a prescribed procedure, extensions have been granted/considered on an ad hoc basis, without uniformity or consistency;
- c) HVPNL, DISCOMs and the Haryana Power Purchase Centre (HPPC) are exposed to financial risk and liability arising from delays in project commissioning, without any mechanism for recovery from or indemnification by the applicant;
- d) The Bank Guarantee submitted by the applicant at the time of grant of connectivity may expire or become inadequate during the extended construction period, thereby exposing HVPNL to unmitigated risk; and
- e) Delays in construction of the evacuation system may adversely affect the obligations of HPPC under existing Power Purchase Agreements, without any recourse against the responsible party.

2.9 That as such a protective mechanism, along with a structured extension procedure, ought to be formally incorporated into Clause 10 of the Procedure with the prior approval of the Hon'ble Commission. The proposed amendment, as set out below, is necessitated by practical experience in administering the Procedure and is squarely within the scope of Clause 35, which expressly permits the SNA to revise the Procedure to resolve

problems encountered in practical implementation. The amendment seeks to bring the Procedure in conformity with the object and intent of the GEOA Regulations, 2023 so as to ensure orderly, time-bound and accountable execution of connectivity-related infrastructure.

- 2.10 That the Petitioner submits that Clause 10 of the Procedure be amended by inserting the following sub-clause (d), (e) and (f), with the sub-clauses thereunder, immediately after existing sub-clause (c)(iv) of Clause 10:

**PROPOSED INSERTION IN CLAUSE 10 OF THE PROCEDURE**

*“(d) The applicant/Generator shall submit its request seeking extension of tentative completion time, duly recommended by Concerned CE/TS, HVPNL or CE/Operation, DISCOM, along with requisite documents clearly mentioning the following:*

- i. Period for which extension is sought;*
- ii. Reasons due to which the project could not be completed in stipulated time period.*
- iii. Steps being taken to ensure that the project shall be completed as per requested extension schedule.*
- iv. Progress of evacuation system as on date of application.*
- v. Requisite Documents:*
  - a. The Connectivity BG validity duly extended as per revised completion period in line with Procedure.*
  - b. An Indemnity Bond on prescribed proforma (Annexure-K) to be furnished by the applicant seeking extension in tentative completion time (on non-judicial stamp paper of Rs. 100/- duly attested by Notary Public).*

*(e) Thereafter, the request of the applicant/Generator seeking extension in tentative completion time shall be submitted for consideration and approval of Whole Time Directors, HVPNL.*

*(f) The applicant seeking extension shall pay a non-refundable extension fee of 10% of total application fee per month, with a ceiling of twice the original fee.”*

- 2.11 That the Petitioner further submits that the following format of Indemnity Bond cum Undertaking i.e. Annexure K to the Procedure may also kindly be approved by the Hon’ble Commission:

## ANNEXURE – K

### **"INDEMNITY BOND-CUM-UNDERTAKING TO BE FURNISHED BY THE APPLICANT SEEKING EXTENSION IN TENTATIVE COMPLETION TIME**

*(On non-judicial stamp paper of Rs. 100/- duly attested by Notary Public)*

*In the matter of application for seeking extension in tentative completion time to Haryana  
Vidyut Prasaran Nigam Limited (HVPNL).*

*I, .....(Name) ..... S/o Shri ..... (Father's Name) .... working as .....  
(Post)..... in ..... (Name of the Company) ..... (hereinafter referred  
to as "Applicant"), having its registered office at ..... (address of the  
company) ..... and works office at ..... (address of the company) do hereby  
solemnly affirm and declare as under:*

*(i) That I am the ..... (Post) ..... of ..... (Name of the Company)  
....., and am duly authorized to execute this Indemnity bond on behalf of the Applicant.*

*(ii) That M/s ..... (Name of the Company/Firm) ..... is a registered  
company/firm ..... (Public Ltd./Pvt. Ltd./Partnership) ..... Registered under  
the Companies Act/Partnership Act.*

*(iii) That the Applicant has been granted connectivity by HVPNL vide letter no. ....  
dated ..... for ..... (Name of Project) .... to be connected from ..... (Name of  
Substation) .... with a tentative completion period of ..... Months. I have submitted  
an application for seeking extension in tentative completion time for ..... months with  
reasons mentioned in the application.*

*(iv) That all the details furnished in the application for grant of Medium Term Open  
Access/Long Term Open Access along with necessary documents are true and correct  
and nothing material has been concealed therefrom.*

**NOW THIS BOND WITNESSETH AS UNDER:**

*The Indemnifier i.e. M/s .....hereby agrees and undertakes to indemnify  
and keep indemnified against all losses, damages, costs, charges and expenses which  
may arise or be incurred due to grant of extension in tentative timelines. It further  
undertakes that:*

- 1. HVPNL, DISCOMs and HPPC shall not be liable for any  
loss/levies/costs/damages etc. caused to the Applicant arising therefrom.*
- 2. If at any stage, any loss/liability etc. arises towards HVPNL, DISCOMs &  
HPPC due to extension in tentative timelines for completion, the same shall  
be recoverable from the Applicant forthwith, including through adjustment or  
recovery proceedings such as encashment of BG for connectivity submitted*

by the Applicant etc., as deemed fit by HVPNL. Further, HVPNL, DISCOMs & HPPC shall be kept harmless and fully indemnified in every way.

3. In case the extension in timelines is granted and same are not adhered to by ..... i.e., the work of ..... is not completed within the extended time than firm ..... shall be liable for action as per the terms & conditions of the Connectivity Agreement.

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Authorised Signatory

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Seal: \_\_\_\_\_

Note: Copy of Board Resolution/Power of Attorney/Authority Letter in favour of Authorised Signatory to be attached.”

- 2.12 That it is reiterated that the existing Clause 10 of the Procedure does not contain any mechanism to process or decide applications seeking extension of tentative completion time for construction of dedicated evacuation systems, thereby creating a regulatory lacuna.
- 2.13 That the proposed amendment is necessitated by practical experience in implementing the Procedure and falls squarely within Clause 35 thereof, which empowers the SNA to revise the Procedure with prior approval of the Hon'ble Commission. The relevant provision of the Procedure is reproduced below for ready reference:

**“35. Revision of Procedure:**

**The State Nodal Agency may revise/amend this procedure, as & when consider necessary in order to resolve any problem experienced during practical experience or in accordance with the HERC Green Energy Open Access Regulation, 2023, with prior approval of Hon'ble HERC.”**

It is further submitted that the requirement of Connectivity BG extension and execution of an Indemnity Bond-cum-Undertaking is a reasonable and necessary safeguard to protect HVPNL, DISCOMs and HPPC from financial risk and liability arising on account of project delays. Even otherwise, the proposed amendment does not alter the substantive entitlement of applicants to connectivity or open access, but merely introduces an accountability framework where timelines are sought to be extended.

- 2.14 That the following prayers have been made by the Petitioner: -
- a) Allow the present petition and approve the proposed amendment to Clause 10 of the Procedure for Grant of Connectivity and Green Energy Open Access in the State

of Haryana, by insertion of sub-clause (d), (e) and (f) and Annexure-K, as set out in the present Petition; AND/ OR

b) Pass such other order(s) as this Hon'ble Commission may deem fit and proper in the facts and circumstances of the case.

3. The following IAs seeking impleadment have been received in this case:

**3.1 M/s. Hexa Climate Solutions Private Limited – IA No. 31 of 2026: -**

- a) That the present Application is being filed by Hexa Climate Solutions Private Limited seeking its impleadment as a party/petitioner in the above-captioned proceedings pending before the Hon'ble Haryana Electricity Regulatory Commission. The Applicant is directly and substantially affected by the issues involved in the present petition, as the proposed amendments to the "Procedure for Grant of Connectivity and Green Energy Open Access" are likely to have a significant bearing on its existing rights, obligations and ongoing renewable energy projects. The Applicant, therefore, wants to place before this Hon'ble Commission the factual and legal circumstances relevant to the adjudication of the present proceedings.
- b) That the continued non-decision on the Applicant's requests for extension is causing grave, continuing and irreparable harm not merely to the Applicant but to 15 (fifteen) captive consumers who have established their solar power projects within the commissioned 70 MW Solar Power Park at Village Jamal, District Sirsa. The construction of all the said 15 consumer projects stands completed, and the consumers have already deployed equity and investments aggregating to approximately INR. 337crore therein. However, solely on account of the pendency of the decision on the Park-level extension: (i) the said consumers are unable to execute their connectivity agreements with HVPNL; (ii) the ABT/main meter numbers of the said projects are not being issued by HVPNL; and (iii) in consequence, the said consumers are unable even to apply for Green Energy Open Access. Fully constructed green energy capacity of approximately 56 MW thus stands idle, entailing an estimated loss of green energy generation of approximately 10 MU per month and a corresponding financial loss apart from the continuing carrying cost of the investments already made.
- c) That the aforesaid state of affairs directly defeats the mandate of Section 86(1)(e) of the Electricity Act, 2003, which enjoins this Hon'ble Commission to promote generation of electricity from renewable sources of energy, as also the avowed object of the Electricity (Promoting Renewable Energy Through Green Energy Open Access) Rules, 2022 and the HERC (Green Energy Open Access) Regulations, 2023, namely, expeditious and time-bound facilitation of green energy. Every day of delay results in

irretrievable loss of green energy generation, which, once lost, cannot be compensated in any manner whatsoever. The balance of convenience thus lies overwhelmingly in favour of the Applicant and the captive consumers; no prejudice whatsoever shall be caused to the Petitioner/HVPSNL by the grant of interim relief, particularly when its own field offices have already recommended the extension; and the loss being suffered is irreparable, squarely warranting urgent interim orders by this Hon'ble Commission in exercise of its powers under Section 94(2) of the Electricity Act, 2003.

- d) That as per the GEOA regulation 2023 below are the Roles and Responsibility of STU:
- i. The CNA shall exchange the registration information with the STU in respect of the registered participants at GOAR Portal.
  - ii. STU shall collect additional information, if any after the registrations of grid connected intra state entities intending to avail intra state Green Energy Open Access under long term and medium-term open access, while processing the application.
  - iii. The nodal agency shall process all bilateral long term and medium-term Green Energy Open Access applications at intra state level and update the same in the Green Energy Open Access portal.
  - iv. The concerned STU shall process the registration and the Long Term/Medium Term Green Energy Open Access applications in accordance with the Green Energy Open Access rules and the extant SERC Regulations and procedures thereunder.
- e) That the Applicant, Hexa Climate Solutions Private Limited, is the holding/promoter company which has incorporated two Special Purpose Vehicles (SPVs), namely Hexa Renewable Solution Private Limited and Hexa Sun Energy Private Limited, for the development of utility-scale solar power projects in the State of Haryana. Pursuant thereto, Hexa Renewable Solution Private Limited has established a 50 MW Solar Power Park at Village Bhidola, Tehsil Tosham, District Bhiwani, whereas Hexa Sun Energy Private Limited has established a 70 MW Solar Power Park at Village Jamal, Tehsil Nathusari Chopta, District Sirsa. The aforesaid projects have been developed for the generation of renewable energy and are governed by the provisions of the Haryana Electricity Regulatory Commission (Green Energy Open Access) Regulations, 2023, including the procedure relating to grant of Connectivity and Green Energy Open Access.
- f) That the Applicant has duly complied with all the procedural requirements prescribed for grant of Connectivity and Green Energy Open Access in respect of its two Solar Power Projects. The list of material events along with the corresponding dates in

respect of both the projects is tabulated hereinbelow for the kind consideration of this Hon'ble Commission.

**g) List of events of 50MW Solar Park, Hexa Renewable Solutions Pvt. Ltd. situated at Village Bhidola, Tehsil Tosham, District Bhiwani.**

| #  | Description                                                                                                             | Received Approval and Communications                                 | Timelines    |
|----|-------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|--------------|
| 1  | HAREDA Registration                                                                                                     | DNRE/2024-25/3008 Dated 29 <sup>th</sup> July 2024                   | NA           |
| 2  | Submission of Application for Grant Connectivity                                                                        | Ref No. HRSPL/HVPNL/70T/24/01 dated 2 <sup>nd</sup> Aug 2024         | NA           |
| 3. | Forwarding letter for feasibility study of Connectivity                                                                 | Memo No. Ch-08/ISB-788 dated 14.08.2024                              | NA           |
| 4. | Field Feasibility Report Letter                                                                                         | Memo No. Ch-93/GSS-352/Vol-III Dated: 16 <sup>th</sup> Aug. 2024     | NA           |
| 5  | Connectivity has been granted by HVPNL                                                                                  | Memo No. Ch- 12 /ISB-788 Dated 12 <sup>th</sup> Sept. 2024.          | Day 0        |
| 6  | Acceptance of Connectivity                                                                                              | Ref: HRSPL/HVPNL/50MW/ 24-25/02 Dated: 16 <sup>th</sup> Sept. 2024   | 0-4 Days     |
| 7  | Request for Issuance of "R" Number                                                                                      | Ref: HRSPL/HVPNL/50MW/24-25/03 Dated: 16 Sept. 2024                  | 0-4 days     |
| 8  | Issuance of R. No. approval                                                                                             | Memo. No. R-2032/Ch-5 /NCR/HSR-35 Dated: 17.09.2024                  | 04-05 days   |
| 9  | Request for GELO Approval                                                                                               | Ref: HRSPL/HVPNL/50MW/24-25/04 Dated 25 Sept. 2024                   | 05-09 days   |
| 10 | Submission and Signing of Tri-party Connection Agreement                                                                | Ref: HRSPL/HVPNL/Solar-50MW /24-25/05 Dated: 26th Sept. 2024         | 09-10 days   |
| 11 | Received Tri-Party Connection Agreement has been signed with HVPNL and DHBVNL                                           | Dated 25 <sup>th</sup> Oct 2024.                                     | 10-43 days   |
| 12 | GELO Revision (R-13) approval                                                                                           | Memo No. CH-513/DGS-307/R&I, Design Dated 07 <sup>th</sup> Nov 2024. | 43-56 days   |
| 13 | Submission of detailed T/L Route Survey Report                                                                          | Ref no. HRSPL/HVPNL/50MW/24-25/05 Dated 02 <sup>nd</sup> Jan 2025    | 56- 113 days |
| 14 | Issuance of Revised R. No. approval                                                                                     | Memo No. R-062/CH09/NCR/HSR-35 dated 11th.Feb.2025.                  | 113-152 days |
| 15 | Submission of revised detailed T/L Route Survey Report                                                                  | Ref no. HRSPL/HVPNL/50MW/24-25/06 Dated 28 <sup>th</sup> Feb 2025    | 152-170 days |
| 16 | Submission of revised detailed T/L Route Survey Report                                                                  | Ref no. HRSPL/HVPNL/50MW/24-25/07 Dated 25 <sup>th</sup> March 2025  | 170-194 days |
| 15 | Transmission Line route approval                                                                                        | Memo No. Ch. 28/GSS-387 dated 27th March 2025.                       | 194-196 days |
| 16 | Request For T/L Vendor Approval                                                                                         | Ref no. HRSPL/HVPNL/50MW/24-25/08 Dated 11thApril 2025               | 196-211      |
| 17 | T/Line and Bay end civil and electrical works estimation approval and confirmation of Supervision Charges and BG Amount | Memo No. Ch-67/OMBE-71 dated 11thApril 2025.                         | 196-211 days |
| 18 | Creation of 132kV Transmission line works vendor approval                                                               | Memo No. Ch-47/GSS-387 dated 02nd May 2025.                          | 211-232 days |

|    |                                                                                                                                                                            |                                                                                    |               |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|---------------|
| 19 | Deposition of Supervision Charges and Bank Guarantee                                                                                                                       | Ref. No. HRSPL/HVPNL/Solar-50MW/25-26/09 dated 06th May 2025.                      | 232-236 days  |
| 20 | Request for Vendor Approval – for Creation of 132kV PSS and GSS works Bay end                                                                                              | Ref. No. HRSPL/HVPNL/Solar-50MW/25-26/11 dated 28 <sup>th</sup> May 2025.          | 236-259 days  |
| 21 | Approval of PSS Metering & Protection SLD                                                                                                                                  | Memo No: Ch -07/IR -770/Prot. dated 16th June 2025                                 | 236-277 days  |
| 22 | Approval of GA layout of 132/33 KV Switchyard                                                                                                                              | Memo No: Ch-519/DGS-307/ R&I /Design dated 17th June 2025.                         | 277-278 days  |
| 23 | Approval of drawings of 132kV Isolator and Surge Arrester                                                                                                                  | Memo No: Ch-50/BP-308/R&I/Design and Ch-49/BP-308/R&I/Design dated 26th June 2025. | 278-287 days  |
| 24 | Approval of GTPs and drawings of SEMs and drawings of ACSR Zebra Conductor & Earth Wire, Silicon rubber composite Insulators, 132kV SF6 Circuit Breaker and Post Insulator | Memo No. Ch-13/ IR-770/Prot. And Ch-53/BP-308/R&I/Design dated 30th June 2025.     | 287-291 days  |
| 25 | Approval of GTPs & Drawings of 132 kV Metering/Protection CT and fresh GTPs & Drawings of 132 kV Line CT (for PSS end)                                                     | Memo No.: Ch- 20/IR-770/Prot dated 25 <sup>th</sup> July 2025.                     | 291-316 days  |
| 26 | Received Vendor Approval - for Creation of 132kV PSS and GSS works Bay end                                                                                                 | Memo No. ch.73/GSS-387 dated 30.07.2025                                            | 316- 321 days |
| 27 | Received ABT Meter Serial No.                                                                                                                                              | Memo No. 39/ISB-788 dated 19.09.2025                                               | 321- 373 days |
| 28 | Drawings and connectivity SDH equipment's approval for 132 kV bay extension                                                                                                | Memo No. Ch.52/SLDC/Design-222 dated 25.09.2025                                    | 373-379 days  |
| 29 | Submission of extended 5 Cr. Connectivity BG                                                                                                                               | Ref No. HRSPL/HVPNL/Solar-50MW/25-26/01-03 dated 24 <sup>th</sup> March 2026       | 379- 560 days |
| 30 | Submission of T/L and Bay end works extended BG of INR. 1,99,89,669.13/-                                                                                                   | Ref: HRSPL/HVPNL/Solar-50MW/2026/01-04 dated 30 <sup>th</sup> March 2026           | 560-566 days  |

**h) List of events of 70MW Solar Park, Hexa Sun Energy Pvt. Ltd. situated at Village Jamal, Tehsil Nathusari Chopta, District Sirsa.**

| #  | Description                                             | Received Approval                                                | Timelines |
|----|---------------------------------------------------------|------------------------------------------------------------------|-----------|
| 1  | HAREDA Registration                                     | DNRE/2024-25/2952 Dated 26 <sup>th</sup> July 2024               | NA        |
| 2  | Submission of Application for Grant Connectivity        | Ref No. HSEPL/HVPNL/70T/24/01 dated 2 <sup>nd</sup> Aug 2024     | NA        |
| 3. | Forwarding letter for feasibility study of Connectivity | Memo No. Ch-08/ISB-790 dated 14.08.2024                          | NA        |
| 4. | Field Feasibility Report Letter                         | Memo No. Ch-92/GSS-352/Vol-III Dated: 16 <sup>th</sup> Aug. 2024 | NA        |
| 5  | Connectivity has been granted by HVPNL                  | Memo No. Ch- 09 /ISB-790 Dated 14 <sup>th</sup> Nov. 2024.       | day 0     |
| 6  | Acceptance of Connectivity                              | Ref: HSEPL/HVPNL/50MW/24-25/02 Dated: 20 <sup>th</sup> Nov. 2024 | 0-06 Days |

|    |                                                                                                                                              |                                                                                                                                          |              |
|----|----------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| 7  | Proposal for allocation / creation 132 kV                                                                                                    | Memo No. Ch-4/NCR/HSR-36 Dated: 21 <sup>st</sup> Nov. 2024                                                                               | 06-07 days   |
| 8  | Request For Issuance of "R" Number                                                                                                           | Ref. no. HSEPL/HVPNL/50MW/24-25/04 Dated: 21 <sup>st</sup> Nov. 2024                                                                     | 06-07 days   |
| 9  | Issuance of R. No. approval                                                                                                                  | Memo No. R- 2053/Ch-68 /408/K-52/Vol-I Dated 03 <sup>rd</sup> Dec. 2024                                                                  | 07-19 days   |
| 10 | Request For GELO                                                                                                                             | Ref. no. HSEPL/HVPNL/50MW/24-25/05 Dated: 03 <sup>rd</sup> Dec. 2024                                                                     | 07-19 days   |
| 11 | Tri-Party Connection Agreement has been signed with HVPNL and DHBVNL                                                                         | Dated 13 <sup>th</sup> Dec 2024.                                                                                                         | 19-29 days   |
| 12 | Submission of Land Docs (T.S Divison, sirsa)                                                                                                 | Ref. no. HSEPL/HVPNL/50MW/24-25/06 Dated: 17 <sup>th</sup> Dec. 2024                                                                     | 29-33 days   |
| 13 | GELO Revision Approval                                                                                                                       | Memo No. Ch. 39/BP-308/R&I/Design dated 30 <sup>th</sup> Dec.2024.                                                                       | 33- 46 days  |
| 14 | Submission of detailed T/L route survey report                                                                                               | Ref. no. HSEPL/HVPNL/50MW/24-25/07 Dated: 03 <sup>rd</sup> Feb. 2025                                                                     | 46-81 days   |
| 15 | Forwarding Marking revised GELO revision Approval                                                                                            | Memo No. 21/GSS-387 dated 20 <sup>th</sup> Feb.2025.                                                                                     | 81-98 days   |
| 16 | Revised GELO Revision Approval                                                                                                               | Memo No. CH-41/BP-308/R&I, Design Dated 24 <sup>th</sup> Feb 2025.                                                                       | 98-102 days  |
| 17 | Submission of revised detailed T/L route survey report                                                                                       | Ref. no. HSEPL/HVPNL/50MW/24-25/08 Dated: 25 <sup>th</sup> Feb. 2025                                                                     | 102-103      |
| 18 | Transmission Line route approval                                                                                                             | Memo No. Ch. 26/GSS-387 dated 25 <sup>th</sup> March 2025.                                                                               | 103-131 days |
| 19 | T/Line and Bay end civil and electrical works estimation approval and confirmation of Supervision Charges and BG Amount                      | Memo No. Ch:168/OMS-87/C dated 04 <sup>th</sup> April 2025.                                                                              | 131-141 days |
| 20 | Deposition of Supervision Charges and Bank Guarantee                                                                                         | Ref. No. HSEPL/HVPNL/70MW/25-26/09 dated 16 <sup>th</sup> April 2025.                                                                    | 141-153 days |
| 21 | Request for vendor approval Creation of 132kV Transmission line works                                                                        | Ref: HSEPL/HVPNL/70MW/25-26/10 Dated: 20 <sup>th</sup> May. 2025                                                                         | 153-187      |
| 22 | Creation of 132kV Transmission line works vendor approval                                                                                    | Memo No. 53/GSS-387 dated 21 <sup>st</sup> May 2025.                                                                                     | 187-188 days |
| 23 | Request for vendor - Creation of 132kV PSS and GSS works Bay end                                                                             | Ref: HSEPL/HVPNL/70MW/25-26/12 Dated: 28 <sup>th</sup> May. 2025                                                                         | 188-194      |
| 24 | Approval of PSS Metering & Protection SLD                                                                                                    | Memo No: Ch -05/IR -777/Prot. dated 16 <sup>th</sup> June 2025.                                                                          | 194-214 days |
| 25 | Approval of GA layout of 132/33 KV Switchyard                                                                                                | vide Memo No: Ch-45/BP-308/ R&I/Design dated 17 <sup>th</sup> June 2025.                                                                 | 214-215 day  |
| 26 | Approval of drawings of 132kV Isolator and Surge Arrester                                                                                    | Memo No: Ch-49/BP-308/R&I/Design dated 26 <sup>th</sup> June 2025 and Memo No: Ch-50/BP-308/R&I/Design dated 26 <sup>th</sup> June 2025. | 215-224 days |
| 27 | Approval of drawings of ACSR Zebra Conductor & Earth Wire, Silicon rubber composite Insulators, 132kV SF6 Circuit Breaker and Post Insulator | Memo No: Ch-53/BP-308/R&I/Design dated 30 <sup>th</sup> June 2025.                                                                       | 224-228 days |

|    |                                                                                                                                                                          |                                                                          |               |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|---------------|
| 28 | Request for Approve GA'GTP of 132 Hardware Fittings Zebra, ACSR 0.4 Sq. Zebra Conductor, OPGW 24 Fiber and 132 kV 90/120 KN Insulator                                    | Ref: HSEPL/HVPNL/70MW/25-26/12 dated Date: 01st July 2025                | 228-229 days  |
| 29 | Approval of GTPs and drawings of SEMs                                                                                                                                    | Memo No: Ch-8/IR-777/Prot. Dated 02 <sup>nd</sup> July 2025.             | 229-230 days  |
| 30 | Hold-good requests for GTPs & Drawings of 132 kV PT 8b CVT (M/s Mehru make), 132 kV Line C8bR Panel (M/s ZIV make) and Un-armoured Copper Control Cable (M/s Prime make) | Memo No.: Ch- J.2. /IR-777/Prot. Dated 16 <sup>th</sup> July 2025        | 230- 234 days |
| 31 | Vendor Approval – For 132kV Bay creation                                                                                                                                 | Memo No. 77/GSS-387 dated 22.08.2025                                     | 234-272 days  |
| 32 | Received ABT Meter Serial No.                                                                                                                                            | Memo No. Ch- 35 /ISB- 790 dated:19.09.2025                               | 272-302 days  |
| 33 | SDH equipment's for 132 kV Bay                                                                                                                                           | Memo No. Ch.52/SLDC/Design-221 dated 25.09.2025                          | 302-307 days  |
| 34 | CEIG Approval of Line-1 (Creation of 132 kV S/C transmission line)                                                                                                       | Memo No. : Sirsa/015787/2025 dated 26.12.2025                            | 307-400 days  |
| 35 | Submission extended 7 Cr. Connectivity BG                                                                                                                                | Ref: HSEPL/HVPNL/Solar-70MW/25-26/01-02 dated: 09 March 2026             | 400-474 days  |
| 36 | CEIG Approval - Substation Transformer-1                                                                                                                                 | Memo No.: 2026/SRS/N/00051 Dated 10.03.2026                              | 474-475 days  |
| 37 | CEIG Approval - Line-1 (132KV GSS END LINE BAY)                                                                                                                          | Memo No.: 2026/SRS/N/00052 Dated 10.03.2026                              | 474-475 days  |
| 38 | M&P Witness inspection charges letter                                                                                                                                    | Memo No.: Ch 85/ DRG-9/Vol-II Dated 24.03.2026                           | 475-490 days  |
| 39 | Submission of T/L and Bay end works extended BG of INR. INR. 1,12,12,528/-                                                                                               | Ref: HSEPL/HVPNL/Solar-70MW/2026/01-03 dated 30 <sup>th</sup> March 2026 | 490- 496 days |

- i) That the connectivity as per the regulation be given at voltage level of 66 KV for more than 5 MW and upto 20 MW, 132 KV for more than 20 MW and upto 70 MW.
- j) That during the execution of the aforesaid projects, the Applicant encountered significant and unforeseen challenges relating to the Right of Way (ROW) for the construction of the dedicated transmission line, owing to which it became practically impossible to complete the transmission and evacuation works within the timelines prescribed under Clause 10(c)(iii) of the Procedure for Grant of Connectivity and Green Energy Open Access. In view of the said circumstances, the Applicant, vide its letter dated 4.06.2025 and 30.07.2025, for 70 MW and 50 MW project respectively, requested HVPNL to grant an extension of the connectivity timeline by six months, explaining the substantial progress already achieved in the project and the unavoidable ROW-related impediments.
- k) That, in respect of both the aforesaid Solar Power Parks, the Applicant's requests for extension of the tentative completion time have already been duly processed at the field level by HVPNL. The concerned Chief Engineer/Transmission System (CE/TS),

HVPNL, after due examination of the progress of the evacuation works and the reasons for the delay, has duly recommended the Applicant's requests for extension in respect of both the Solar Power Parks and has forwarded the said recommendations to the Chief Engineer/Commercial, HVPNL.

- l) That the Applicant has further duly extended the validity of the Connectivity Bank Guarantees furnished in respect of both the Solar Power Parks, in line with the revised completion period sought, and the said extended Bank Guarantees stand submitted to HVPNL.
- m) That, pertinently, in respect of the 70 MW Solar Power Park the evacuation system stands fully completed and the Park stands commissioned. Despite the Park being complete in all respects, the individual consumer projects established within the said Park numbering 15 (fifteen), whose construction also stands completed are unable to execute their connectivity agreements with HVPNL, and the ABT/main meter numbers of the said projects are not being issued by HVPNL, solely on account of the pendency of the decision on the Applicant's request for extension of the tentative completion time. In consequence, the said consumer projects are also unable to even apply for Green Energy Open Access.
- n) That, in respect of the 50 MW Solar Power Park at Village Bhidola, Tehsil Tosham, District Bhiwani, the works are at an advanced stage; however, the completion of the transmission line has been delayed on account of prolonged Right of Way obstructions, i.e., for reasons entirely beyond the control of the Applicant, despite the Applicant having taken all diligent steps for completion of the Park.
- o) That the Applicant has already complied with substantially all the requirements which HVPNL now proposes to incorporate by way of the proposed sub-clause (d) of Clause 10 of the Procedure, namely, submission of a request for extension specifying the period sought, the reasons for the delay, the steps being taken to complete the project and the progress of the evacuation system, the recommendation of the concerned CE/TS, HVPNL, and the extension of the validity of the Connectivity Bank Guarantee. The only step which remains outstanding is the formal approval of the extension, which could not be granted solely for want of an approved procedure. The grant of extension to the Applicant, upon approval of the procedure by this Hon'ble Commission, is therefore a mere formality, and no prejudice shall be caused to any party if such extension is granted to the Applicant by this Hon'ble Commission in these very proceedings.
- p) That the timelines for completion of the evacuation system under the approved Procedure are, by the express language of the Procedure itself, only tentative. Clause 10(c)(iii) of the Procedure, under the heading "*Tentative time lines for completion of*

*transmission or distribution work*”, prescribes a tentative time period of 12 (twelve) months for construction of the evacuation system at the 132-kV voltage level, to be reckoned after 30 (thirty) days of issue of the letter for connectivity. The deliberate use of the expression “tentative” in the Procedure, as approved by this Hon'ble Commission vide its order dated 29.11.2023, makes it evident that the said timelines are directory in nature and inherently capable of extension, and are not rigid outer limits entailing automatic adverse consequences.

- q) That Clause 10(c)(iv) of the Procedure provides as under: *“In case of non-commencement of work or non-execution of project within stipulated time period without seeking extension, HVPNL shall reserves the right to cancel connectivity granted to the applicant as per regulation/procedure.”* It is therefore evident that the approved Procedure itself **expressly recognizes and contemplates the seeking of extension** of the tentative completion time by an applicant. The right of HVPNL to cancel connectivity arises only where the applicant has failed to execute the project *without seeking extension*. Conversely, an applicant who has duly sought extension — as the Applicant has done in respect of both its Solar Power Parks vide its requests dated 30.07.2025, duly recommended by the concerned CE/TS, HVPNL — stands fully protected under the existing Procedure, and no adverse consequence of cancellation of connectivity or encashment of Bank Guarantee can be visited upon it.
- r) That Clause 12.3 of the Procedure expressly contemplates that the connectivity Bank Guarantee “shall be revalidated, if required”, and the grounds for encashment enumerated in Clause 12.5 do not extend to an applicant whose duly recommended request for extension is pending consideration. The Applicant has duly revalidated/extended the Bank Guarantees for both the Solar Power Parks and submitted the same to HVPNL. The Applicant is thus in complete compliance with each and every requirement of the existing approved Procedure and the GEOA Regulations, 2023.
- s) That it is a settled principle of interpretation that where a statutory or regulatory instrument expressly permits an act to be sought, the power to grant that act is necessarily implied therein. The absence of enumerated internal mechanics for processing a request for extension cannot be construed as an absence of the power to grant it, and, in any event, cannot operate to the prejudice of a compliant applicant. It is equally settled that no party can be made to suffer on account of the act or omission of an authority.
- t) That the scheme of the Procedure is time-bound at every stage: Clause 13 mandates disposal of connectivity applications within 30 days; the proviso to Clause 16(A)(1) and Clause 17.3 mandate that applications for Green Energy Open Access shall be

allowed by the State Nodal Agency within 30 days, failing which the same shall be deemed to have been approved. Indefinite non-decision on a duly recommended request for extension is wholly alien to this scheme and defeats its object.

- u) That Clause 35 of the Procedure itself empowers the State Nodal Agency to revise/amend the Procedure "in order to resolve any problem experienced during practical experience", with the prior approval of this Hon'ble Commission. The amendment proposed by HVPNL in the present petition is thus curative and remedial in nature, intended to resolve a practical difficulty already experienced by applicants including the Applicant herein, and accordingly ought to be made applicable to all requests for extension already pending on the date of the order of this Hon'ble Commission, including the requests of the Applicant.
- v) That the HVPNL has filed the present petition seeking amendment to the "Procedure for Grant of Connectivity and Green Energy Open Access" in view of the large number of applications received from applicants/generators who, despite having been granted connectivity and Green Energy Open Access, have been unable to complete the construction of the dedicated evacuation system within the tentative completion timelines prescribed under Clause 10(c)(iii) of the said Procedure.
- w) That the HVPNL in aforesaid petition has proposed to amend the clause 10 of the procedure by inserting the following sub- clause (d), (e) and (F), with the sub-clauses there under, immediately after existing sub -clause (s) (iv) of clause 10.

**Proposed insertion in clause 10 of the procedure**

“(d) the applicant/ generator shall submit its request seeking extension of tentative completion time, duly recommended by concerned CE/TS, HVPNL or CE/ Operations, Discom along with requisite documents clearly mentioning the following: -

- i. Period for which extension is sought.
- ii. Reasons due to which the project couldn't be completed in stipulated time period.
- iii. Steps being taken to ensure that the project shall be completed as per requested extension schedule.
- iv. Progress of evacuation system as on date of application.
- v. Requisite Documents:
  - a) The connectivity BG validity duly extended as per revised completion period in line with procedure.
  - b) An indemnity bond on prescribed Performa (Annexure K) to be furnished by the applicant seeking extension in tentative completion time (on non-Judicial stamp paper of Rs 100/- duly attested by Notary Public).

- c) Thereafter, the request off the applicant/ generator seeking extension in tentative completion time shall be submitted for consideration and approval of Whole Time Directors, HVPNL
- d) The applicant seeking extension shall pay a non- refundable extension fee of 10% of total application fee per month, with a ceiling of twice the original fee.
- x) That the Applicant prays that, upon being impleaded, this Hon'ble Commission may also be pleased to consider the Applicant's request for extension of the connectivity timeline in terms of its representation already submitted to HVPNL, in view of the genuine and unavoidable delays caused due to Right of Way (ROW) issues and other circumstances beyond the Applicant's control. The Applicant respectfully submits that the relief sought by HVPNL in the present petition is intrinsically connected with the difficulties faced by the Applicant and similarly placed renewable energy developers. Accordingly, the Applicant ought to be afforded an opportunity of hearing before any decision is taken in the present proceedings.
- y) That in light of the foregoing, it is most humbly submitted that the impleadment of the Applicant is necessary for the complete, effective and adequate adjudication of all the issues involved in the above noted Petition and great prejudice will be caused to the Applicant if the Applicant is not impleaded as a proper party to the instant Petition. The Supreme Court in case titled *Mumbai International Airport Pvt. Ltd. V. Regency Convention Centre and Hotels Pvt. Ltd. and Ors.*, AIR 2010 SC 3109 has held, while laying down the rule of necessary parties to a suit, that:

*"The general rule in regard to impleadment of parties is that the plaintiff in a suit, being dominus litis, may choose the persons against whom he wishes to litigate and cannot be compelled to sue a person against whom he does not seek any relief. Consequently, a person who is not a party has no right to be impleaded against the wishes of the plaintiff. But this general rule is subject to the provisions of Order I Rule 10(2) of Code of Civil Procedure ('Code' for short), which provides for impleadment of proper or necessary parties. The said sub-rule is extracted below:*

*"Court may strike out or add parties.*

*The Court may at any stage of the proceedings, either upon or without the application of either party, and on such terms as may appear to the Court to be just, order that the name of any party improperly joined, whether as plaintiff or defendant, be struck out, and that the name of any person who ought to have been joined, whether as plaintiff or defendant, or whose presence before the Court may be necessary in order to enable the Court effectually and completely to adjudicate upon and settle all the questions involved in the suit, be added."*

*The said provision makes it clear that a court may, at any stage of the proceedings (including suits for specific performance), either upon or even without any application, and on such terms as may appear to it to be just, direct that any of the following persons may be added as a party: (a) any person who ought to have been joined as plaintiff or defendant, but not added; or (b) any person whose presence before the court may be necessary in order to enable the court to effectively and completely adjudicate upon and settle the question involved in the suit. In short, the court is given the discretion to add as a party, any person who is found to be a necessary party or proper party. A 'necessary party' is a person who ought to have been joined as a party and in whose absence no effective decree could be passed at all by the Court. If a 'necessary party' is not impleaded, the suit itself is liable to be dismissed. A 'proper party' is a party who, though not a necessary party, is a person whose presence would enable the court to completely, effectively and adequately adjudicate upon all matters in disputes in the suit, though he need not be a person in favour of or against whom the decree is to be made. If a person is not found to be a proper or necessary party, the court has no jurisdiction to implead him, against the wishes of the plaintiff. The fact that a person is likely to secure a right/interest in a suit property, after the suit is decided against the plaintiff, will not make such person a necessary party or a proper party to the suit... "*

- z) That furthermore, the Supreme Court in *Ramji Dayawala & Sons (P) Ltd. vs. Invest Import* – 1981 (1) SCC 80, reiterated the classic definition of 'discretion' by Lord Mansfield in *R. vs. Wilkes* – 1770 (98) ER 327, that 'discretion' when applied to courts of justice, means sound discretion guided by law. It must be governed by rule, not by humour; it must not be arbitrary, vague, and fanciful, 'but legal and regular'. The Supreme Court in the said decision gave the following illustrations regarding exercise of discretion under the said Sub-Rule.:

*"12.1) If a plaintiff makes an application for impleading a person as a defendant on the ground that he is a necessary party, the court may implead him having regard to the provisions of Rules 9 and 10(2) of Order I. If the claim against such a person is barred by limitation, it may refuse to add him as a party and even dismiss the suit for non-joinder of a necessary party.*

*12.2) If the owner of a tenanted property enters into an agreement for sale of such property without physical possession, in a suit for specific performance by the purchaser, the tenant would not be a necessary party. But if the suit for specific performance is filed with an additional prayer for delivery of physical possession from the tenant in possession, then the tenant will be a necessary party in so far as the prayer for actual possession.*

12.3) *If a person makes an application for being impleaded contending that he is a necessary party, and if the court finds that he is a necessary party, it can implead him. If the plaintiff opposes such impleadment, then instead of impleading such a party, who is found to be a necessary party, the court may proceed to dismiss the suit by holding that the applicant was a necessary party and in his absence the plaintiff was not entitled to any relief in the suit.*

12.4) *If an application is made by a plaintiff for impleading someone as a proper party, subject to limitation, bonafides etc., the court will normally implead him, if he is found to be a proper party. On the other hand, if a non-party makes an application seeking impleadment as a proper party and court finds him to be a proper party, the court may direct his addition as a defendant; but if the court finds that his addition will alter the nature of the suit or introduce a new cause of action, it may dismiss the application even if he is found to be a proper party, if it does not want to widen the scope of the specific performance suit; or the court may direct such applicant to be impleaded as a proper party, either unconditionally or subject to terms. For example, if 'D' claiming to be a co-owner of a suit property, enters into an agreement for sale of his share in favour of 'P' representing that he is the co-owner with half share, and 'P' files a suit for specific performance of the said agreement of sale in respect of the undivided half share, the court may permit the other co-owner who contends that 'D' has only one-fourth share, to be impleaded as an additional defendant as a proper party, and may examine the issue whether the plaintiff is entitled to specific performance of the agreement in respect of half a share or only one-fourth share; alternatively the court may refuse to implead the other co-owner and leave open the question in regard to the extent of share of the vendor-defendant to be decided in an independent proceeding by the other co-owner, or the plaintiff; alternatively the court may implead him but subject to the term that the dispute, if any, between the impleaded co-owner and the original defendant in regard to the extent of the share will not be the subject matter of the suit for specific performance, and that it will decide in the suit, only the issues relating to specific performance, that is whether the defendant executed the agreement/contract and whether such contract should be specifically enforced. In other words, the court has the discretion to either to allow or reject an application of a person claiming to be a proper party, depending upon the facts and circumstances and no person has a right to insist that he should be impleaded as a party, merely because he is a proper party".*

aa) That the above two judgments apparently make it clear that the Courts have discretionary powers to order for impleadment of a necessary and proper party at any

stage of the proceedings. Therefore, the Hon'ble Commission has the power to order for impleadment of the Applicant a necessary and proper party in the instant matter.

bb) That the following prayers have been made by the Applicant:-

- a. Allow the present Application and implead Hexa Climate Solutions Private Limited as a necessary and proper party in Petition No. 47 of 2026;
- b. Permit the Applicant to participate in the present proceedings and to file its reply, additional pleadings, documents and written submissions, and to advance oral arguments in the interest of complete and effective adjudication of the issues involved in the present petition;
- c. Consider and allow the Applicant's request for extension of the connectivity timeline in respect of its Solar Power Projects, in view of the genuine and unavoidable delays caused due to Right of Way (ROW) issues and other circumstances beyond the Applicant's control, in terms of the representation already submitted by the Applicant to HVPNL; with the clarification that the same shall apply to Applicant's all requests for extension pending as on the date of the order of this Hon'ble Commission; and, in terms thereof, allow and grant to the Applicant's wholly-owned SPVs, namely M/s Hexa Sun Energy Private Limited (70 MW Solar Power Park, Village Jamal, District Sirsa) and M/s Hexa Renewable Solutions Private Limited (50 MW Solar Power Park, Village Bhidola, District Bhiwani), extension of the tentative completion time under Clause 10(c)(iii) of the Procedure, reckoned from the respective dates of expiry of the original period, in terms of the requests dated 30.07.2025 already duly recommended by the concerned CE/TS, HVPNL;
- d. Direct the Petitioner/HVPNL to permit execution of the connectivity agreements of, and to issue the ABT/main meter numbers to, the Solar Projects established within the commissioned 70 MW Solar Power Park at Village Jamal, District Sirsa, and to process their applications for Green Energy Open Access in accordance with law;
- e. Pass such other or further order(s) as this Hon'ble Commission may deem fit and proper in the facts and circumstances of the present case, in the interest of justice, equity and fair play.

### 3.2 M/s. Urmiya Solar Private Limited – IA No. 35 of 2026

- i. The present Application is being preferred by M/s Urmiya Solar Private Limited ("**Applicant**") seeking impleadment in the captioned Petition. The Applicant is directly and substantially affected by the issues arising for consideration in the captioned Petition, as the regulatory mechanism proposed therein would directly govern the treatment of pending extension requests, including that of the Applicant. The

Applicant's factual circumstances also constitute a bona fide instance of the very category of cases which the Petitioner seeks to address through the present proceedings.

- ii. That the Applicant respectfully places on record its appreciation for the initiative taken by HVPNL in approaching this Hon'ble Commission for evolving an appropriate regulatory mechanism to address cases involving genuine implementation constraints. The Applicant respectfully submits that the present Application is entirely supportive of the regulatory objective underlying the captioned Petition and seeks only to assist this Hon'ble Commission by placing before it the factual circumstances of an existing connectivity grantee whose case exemplifies the necessity for the mechanism proposed by HVPNL.
- iii. The Applicant is developing a 50 MW Solar Park at Village Dhudianwali, Tehsil Rania, District Sirsa, Haryana ("**Solar Park**"). The Haryana Renewable Energy Development Agency (HAREDA), vide communication dated 22.07.2024, granted a No Objection Certificate (NOC) for the said Solar Park. Thereafter, HVPNL, vide communication dated 20.12.2024, granted connectivity for the aforesaid 50 MW Solar Park, to be connected with the HVPNL Substation at Dhudianwali, District Sirsa.
- iv. The Solar Park has been conceived and developed on a common infrastructure model, whereby individual solar power projects forming part of the Solar Park shall utilise the common Pooling Substation and evacuation infrastructure developed by the Applicant for injection and evacuation of power into the HVPNL grid. The common evacuation infrastructure is thus fundamental to the operation of the Solar Park and the projects established thereunder.
- v. Presently, two solar power projects, namely, M/s Raj Darbar Assets Private Limited and M/s DD Resort Private Limited, are being established within the Solar Park by M/s Raj Darbar Assets Private Limited and M/s DD Resort Private Limited, respectively, in their capacity as Solar Project Developers ("SPDs"). The said projects are duly registered with the New and Renewable Energy Department/HAREDA and have capacities of 1.10 MW and 1.925 MW, respectively. Both SPDs are dependent upon the common Pooling Substation and evacuation infrastructure developed by the Applicant for injection and evacuation of electricity into the HVPNL grid.
- vi. In the course of execution of the Project, the Applicant encountered circumstances which materially affected completion of the associated evacuation infrastructure within the stipulated timeline. These included, inter alia, delays relating to Bay End estimates and associated approvals and unforeseen Right of Way ("**RoW**") constraints along portions of the transmission line route.

- vii. Consequently, vide communication dated 13.10.2025, the Applicant approached HVPNL seeking extension of the completion timeline. The request was founded upon the aforesaid circumstances and also set out the progress already achieved in execution of the Project.
- viii. HVPNL has instituted the captioned Petition seeking amendment of Clause 10 of the *Procedure for Grant of Connectivity and Green Energy Open Access in the State of Haryana* ("**Procedure**"), with a view, inter alia, to provide a mechanism for consideration of requests seeking extension of the tentative completion timelines prescribed for dedicated evacuation systems.
- ix. Following submission of its request for extension, the Applicant remained in continuous engagement with HVPNL and, from time to time, addressed further communications apprising HVPNL of the progress of the Project, the implementation constraints encountered and the status of the evacuation infrastructure. The Applicant respectfully submits that the implementation-related issues encountered in the present case were not unique to the Applicant and similar practical difficulties appear to have arisen in respect of other connectivity grantees as well. It is in this broader regulatory backdrop that HVPNL has approached this Hon'ble Commission seeking an appropriate mechanism for consideration of such cases. The outcome of the present Petition would, therefore, have a direct bearing upon the Applicant's request for extension.
- x. The Petition filed by HVPNL recognises that requests for extension have arisen on account of genuine implementation-related constraints, including delays in land acquisition, procurement of equipment, supply-chain disruptions, force majeure events and other site-specific difficulties. The Applicant respectfully submits that the present proceedings seek to evolve a structured regulatory framework for dealing with such situations in a fair, consistent and transparent manner.
- xi. The Applicant respectfully submits that its case represents a bona fide instance of the very implementation-related aspect recognised by HVPNL in the captioned Petition. Much prior to institution of the present proceedings, the Applicant had placed before HVPNL the RoW and approval-related constraints encountered in execution of its evacuation infrastructure and had sought extension of the completion timeline on that basis.
- xii. The captioned Petition seeks formulation of a regulatory mechanism to address cases involving genuine implementation constraints. The decision of this Hon'ble Commission on the proposed mechanism is, therefore, likely to have a bearing upon the regulatory treatment of similarly situated connectivity grantees, including the Applicant. The Applicant is, accordingly, directly and substantially interested in the outcome of the present proceedings.

- xiii. Notwithstanding the implementation constraints encountered during execution of the Project, the Applicant continued with the works and committed substantial financial and technical resources towards completion of the Solar Park and the common evacuation infrastructure.
- xiv. As on date, the Applicant has invested approximately INR 35 Crores towards development of the Solar Park and the associated common infrastructure, including acquisition and development of land, construction of the Pooling Substation, transmission line, evacuation infrastructure, statutory approvals and other allied project development activities. In addition, the Applicant has furnished a Connectivity Bank Guarantee of INR 5 Crores in favour of HVPNL, which remains valid up to 15.05.2027, reflecting the Applicant's continued commitment towards implementation of the Project.
- xv. It is pertinent to note that the Applicant did not permit the implementation constraints encountered during execution of the Project to impede or defer completion of the works. On the contrary, the Applicant continued to diligently pursue completion of the Solar Park and the associated evacuation infrastructure by committing the necessary financial and technical resources. In this regard, the Electrical Inspectorate, Haryana inspected the relevant electrical installations of the Applicant under the applicable provisions of the Central Electricity Authority (Measures Relating to Safety and Electric Supply) Regulations, 2023, including the 50 MVA Substation Transformer, 132 kV Transmission Line and 132 kV Line Bay. Upon such inspection, the installations were found compliant with the applicable safety requirements and, vide approval dated 05.05.2026, the Electrical Inspectorate accorded approval for energisation thereof.
- xvi. Thereafter, vide communication dated 14.05.2026, the Applicant informed HVPNL that the work relating to creation of the 132 kV Line Bay allotted for the 50 MW Solar Park had been completed, all pre-commissioning activities stood concluded and the Applicant was ready for charging. The Applicant accordingly requested HVPNL to facilitate the requisite action in relation to the existing Substation Automation System ("SAS") at the 132/33 kV Dhudianwali GSS.
- xvii. Pursuant thereto, and with the necessary coordination and assistance extended by HVPNL, the 132 kV Transmission Line was successfully charged on 20.05.2026. This development assumes considerable significance, as the common evacuation infrastructure developed by the Applicant now stands duly completed and operational. All relevant works have been executed, the requisite statutory approvals for energisation have been obtained, and the transmission line has, in fact, been successfully charged and is fully capable of transmitting electricity. The aforesaid developments demonstrate that, notwithstanding the genuine implementation

constraints encountered during execution of the Project, the Applicant continued with the works and completed the evacuation infrastructure with due diligence. These subsequent developments constitute relevant factual circumstances which would assist this Hon'ble Commission in examining the regulatory issues arising in the captioned Petition.

- xviii. The Applicant respectfully submits that the factual circumstances of the present case clearly demonstrate the practical necessity for the regulatory mechanism proposed by HVPNL. During implementation of the Project, the Applicant remained in regular engagement with HVPNL, apprised it of the implementation constraints and progress achieved from time to time, and continued to commit substantial financial and technical resources towards completion of the Solar Park and the common evacuation infrastructure. The Applicant thereafter obtained all requisite statutory approvals for energisation and, with the coordination and assistance extended by HVPNL, successfully achieved charging of the 132 kV Transmission Line. These facts would materially assist this Hon'ble Commission in examining the issues arising in the present Petition and in evolving an appropriate regulatory framework governing requests for extension of timelines.
- xix. The aforesaid developments assume considerable significance in the context of the captioned Petition. The Applicant's case presents a bona fide and existing instance of the very category of cases which has prompted HVPNL to approach this Hon'ble Commission for evolving an appropriate regulatory mechanism. Notwithstanding genuine implementation constraints beyond its reasonable control, the Applicant continued with execution of the Project, completed the common evacuation infrastructure, obtained the requisite statutory approvals for energisation and successfully achieved charging of the 132 kV Transmission Line with the coordination and assistance of HVPNL. The factual circumstances of the Applicant would, therefore, materially assist this Hon'ble Commission in examining the issues arising in the present proceedings and in evolving an appropriate regulatory mechanism governing pending requests for extension. The Applicant respectfully submits that its participation would enable this Hon'ble Commission to consider the practical implications of the proposed mechanism in the context of an existing connectivity grantee whose project has substantially progressed notwithstanding the implementation constraints encountered during execution.
- xx. Accordingly, the determination in the captioned Petition would have a direct bearing upon the manner in which pending requests for extension, including that of the Applicant, are to be considered and dealt with. The Applicant is, therefore, directly concerned with and substantially affected by the issues arising in the present

proceedings. The Applicant is not merely a proper party but also a necessary party for an effective and complete adjudication of the issues involved in the captioned Petition, as its factual circumstances constitute a bona fide and existing instance of the very category of cases which the proposed regulatory mechanism seeks to address. The Applicant's participation would enable this Hon'ble Commission to consider the practical implications of the proposed mechanism in the context of a connectivity grantee whose evacuation infrastructure has already been completed and successfully charged notwithstanding the genuine implementation constraints encountered during execution.

- xxi. Accordingly, the issues arising for consideration in the captioned Petition are of direct and substantial relevance to the Applicant. The Applicant is, therefore, directly concerned with and substantially affected by the present proceedings. The Applicant is not merely a proper party but also a necessary party for an effective and complete adjudication of the issues involved in the captioned Petition, as its factual circumstances constitute a bona fide and existing instance of the very category of cases which the proposed regulatory mechanism seeks to address. The Applicant's participation would enable this Hon'ble Commission to consider the practical implications of the proposed mechanism in the context of a connectivity grantee whose evacuation infrastructure has already been completed and successfully charged notwithstanding the genuine implementation constraints encountered during execution.
- xxii. That the following prayers have been made by the applicant: -
- a) allow the present Application and implead M/s Urmiya Solar Private Limited as a party/respondent in the captioned Petition;
  - b) permit the Applicant to place its response/submissions and relevant material on record and participate in the proceedings arising out of the captioned Petition;
  - c) pass such further or other order(s) as this Hon'ble Commission may deem fit and proper in the facts and circumstances of the present case, consistent with the regulatory objective underlying the captioned Petition.

### 3.3 M/s. Truere Solar Private Limited – IA No. 37 of 2026

- i. That the present Application is being preferred by Truere Solar Private Limited ("**Applicant**") seeking impleadment in the captioned Petition. The Applicant is directly and substantially affected by the issues arising for consideration in the captioned Petition, as the regulatory mechanism proposed therein would directly govern the treatment of pending extension requests, including that of the Applicant. The Applicant's factual circumstances also constitute a bona fide instance of the very

category of cases which the Petitioner seeks to address through the present proceedings.

- ii. At the outset, the Applicant respectfully places on record its appreciation for the initiative taken by HVPNL in approaching this Hon'ble Commission for evolving an appropriate regulatory mechanism to address cases involving genuine implementation constraints. The Applicant respectfully submits that the present Application is entirely supportive of the regulatory objective underlying the captioned Petition and seeks only to assist this Hon'ble Commission by placing before it the factual circumstances of an existing connectivity grantee whose case exemplifies the necessity for the mechanism proposed by HVPNL.
- iii. The Applicant is developing a 50 MW Solar Park at Villages Chilkani Dhab and Bhuratwala, District Sirsa, Haryana ("**Solar Park**"). The Haryana Renewable Energy Development Agency (HAREDA), vide communication dated 10.09.2024, accorded approval to the said Solar Park. Thereafter, HVPNL, vide communication dated 19.12.2024, granted connectivity for the aforesaid 50 MW Solar Park, to be connected with the HVPNL 220 kV Substation at Mehnakhara, District Sirsa, at the 132 kV voltage level. A copy of the HAREDA communication dated 10.09.2024 is annexed herewith as "**Annexure A-1**", and a copy of the HVPNL communication dated 19.12.2024 is annexed herewith as "**Annexure A-2**".
- iv. The Solar Park has been conceived and developed on a common infrastructure model, whereby individual solar power projects forming part of the Solar Park utilise the common Pooling Substation and evacuation infrastructure developed by the Applicant for injection and evacuation of power into the HVPNL grid. The common evacuation infrastructure is thus fundamental to the operation of the Solar Park and the projects established thereunder.
- v. Presently, a solar power project, namely, Imperial Nature Private Limited form part of the Solar Park and are registered with the New and Renewable Energy Department/HAREDA. The capacity of the said project are 11.70 MW. The project is dependent upon the evacuation infrastructure developed by the Applicant.
- vi. In the course of execution of the Project, the Applicant encountered circumstances which materially affected completion of the associated evacuation infrastructure within the stipulated timeline. These included, inter alia, delays relating to Bay End estimates and associated approvals and unforeseen Right of Way ("**RoW**") constraints along portions of the transmission line route.
- vii. Consequently, vide communication dated 01.04.2026, the Applicant approached HVPNL seeking extension of the completion timeline. The request was founded upon the aforesaid circumstances and also set out the progress already achieved in

execution of the Project. A copy of the communication dated 01.04.2026 is annexed herewith as “**Annexure A-3**”.

- viii. HVPNL has instituted the captioned Petition seeking amendment of Clause 10 of the *Procedure for Grant of Connectivity and Green Energy Open Access in the State of Haryana* (“**Procedure**”), with a view, inter alia, to provide a mechanism for consideration of requests seeking extension of the tentative completion timelines prescribed for dedicated evacuation systems.
- ix. Significantly, HVPNL has itself stated in the captioned Petition that, since operationalisation of the Procedure, it has received several applications from applicants/generators who, despite grant of connectivity and open access, have been unable to complete construction of their dedicated evacuation systems within the tentative timelines stipulated under Clause 10(c)(iii) of the Procedure.
- x. HVPNL has further recognised that such requests have arisen on account of practical exigencies, including delays in land acquisition, procurement of equipment, supply-chain disruptions, force majeure events and other site-specific constraints. It is in the backdrop of these difficulties faced by connectivity grantees that HVPNL has sought intervention of this Hon’ble Commission.
- xi. The Applicant respectfully submits that its case represents a bona fide instance of the very implementation-related aspect recognised by HVPNL in the captioned Petition. Much prior to institution of the present proceedings, the Applicant had placed before HVPNL the RoW and approval-related constraints encountered in execution of its evacuation infrastructure and had sought extension of the completion timeline on that basis.
- xii. The captioned Petition seeks formulation of a regulatory mechanism to address cases involving genuine implementation constraints. The decision of this Hon’ble Commission on the proposed mechanism is, therefore, likely to have a bearing upon the regulatory treatment of similarly situated connectivity grantees, including the Applicant. The Applicant is, accordingly, directly and substantially interested in the outcome of the present proceedings.
- xiii. Notwithstanding the implementation constraints encountered during execution of the Project, the Applicant continued with the works and committed substantial financial and technical resources towards completion of the Solar Park and the common evacuation infrastructure.
- xiv. As on date, the Applicant has incurred expenditure of approximately INR 32,00,00,000/- towards development of the Solar Park & (Approx. 62 Cr. Of Solar Project cost which developed inside this park) and associated infrastructure, including the Pooling Substation, transmission line, evacuation infrastructure and allied works.

- xv. It is pertinent to note that the Applicant did not permit the implementation constraints encountered during execution of the Project to impede or defer completion of the works. On the contrary, the Applicant continued to diligently pursue completion of the Solar Park and the associated evacuation infrastructure by committing the necessary financial and technical resources. In this regard, the Electrical Inspectorate, Haryana inspected the relevant electrical installations of the Applicant under the applicable provisions of the Central Electricity Authority (Measures Relating to Safety and Electric Supply) Regulations, 2023, including the 50 MVA Substation Transformer, 132 kV Transmission Line and 132 kV Line Bay. Upon such inspection, the installations were found compliant with the applicable safety requirements and, vide approval dated 02.04.2026, the Electrical Inspectorate accorded approval for energisation thereof. A copy of the said approval is annexed herewith as "**Annexure A-4**".
- xvi. Thereafter, the Applicant informed HVPNL that the work relating to creation of the 132 kV Line Bay allotted for the 50 MW Solar Park had been completed, all pre-commissioning activities stood concluded and the Applicant was ready for charging. The Applicant accordingly requested HVPNL to facilitate the requisite action in relation to the existing Substation Automation System ("SAS") at the 132/33 kV Mehnakhara GSS.
- xvii. Pursuant thereto, and with the necessary coordination and assistance extended by HVPNL, the 132 kV Transmission Line was successfully charged on 16.04.2026. This development assumes considerable significance, as the common evacuation infrastructure developed by the Applicant now stands duly completed and operational. All relevant works have been executed, the requisite statutory approvals for energisation have been obtained, and the transmission line has, in fact, been successfully charged and is fully capable of transmitting electricity. The aforesaid developments demonstrate that, notwithstanding the genuine implementation constraints encountered during execution of the Project, the Applicant continued with the works and completed the evacuation infrastructure with due diligence. These subsequent developments constitute relevant factual circumstances which would assist this Hon'ble Commission in examining the regulatory issues arising in the captioned Petition. Copy of communication dated 16.04.2026 capturing the factum of charging is annexed herewith as "**Annexure A-5**".
- xviii. The Applicant respectfully submits that the factual circumstances of the present case clearly demonstrate the necessity for the regulatory mechanism proposed by HVPNL in the captioned Petition. The Applicant encountered genuine implementation constraints beyond its reasonable control but, notwithstanding such constraints, continued to diligently execute the project, committed substantial financial and

technical resources towards completion of the Solar Park and its associated evacuation infrastructure, obtained the requisite statutory approvals for energisation and successfully achieved charging of the 132 kV Transmission Line with the coordination and assistance of HVPNL, substantially prior to the extended timeline sought by it. The Applicant's case, therefore, illustrates that genuine implementation constraints need not result in abandonment or failure of a project and that a fair and pragmatic regulatory mechanism is necessary to appropriately address such bona fide cases. These factual circumstances would materially assist this Hon'ble Commission in examining the issues arising in the captioned Petition and in evolving an appropriate regulatory framework governing pending requests for extension.

- xix. The aforesaid developments assume considerable significance in the context of the captioned Petition. The Applicant's case presents a bona fide and existing instance of the very category of cases which has prompted HVPNL to approach this Hon'ble Commission for evolving an appropriate regulatory mechanism. Notwithstanding genuine implementation constraints beyond its reasonable control, the Applicant continued with execution of the Project, completed the common evacuation infrastructure, obtained the requisite statutory approvals for energisation and successfully achieved charging of the 132 kV Transmission Line with the coordination and assistance of HVPNL. The factual circumstances of the Applicant would, therefore, materially assist this Hon'ble Commission in examining the issues arising in the present proceedings and in evolving an appropriate regulatory mechanism governing pending requests for extension. The Applicant respectfully submits that its participation would enable this Hon'ble Commission to consider the practical implications of the proposed mechanism in the context of an existing connectivity grantee whose project has substantially progressed notwithstanding the implementation constraints encountered during execution.
- xx. Accordingly, the determination in the captioned Petition would have a direct bearing upon the manner in which pending requests for extension, including that of the Applicant, are to be considered and dealt with. The Applicant is, therefore, directly concerned with and substantially affected by the issues arising in the present proceedings. The Applicant is not merely a proper party but also a necessary party for an effective and complete adjudication of the issues involved in the captioned Petition, as its factual circumstances constitute a bona fide and existing instance of the very category of cases which the proposed regulatory mechanism seeks to address. The Applicant's participation would enable this Hon'ble Commission to consider the practical implications of the proposed mechanism in the context of a connectivity grantee whose evacuation infrastructure has already been completed and successfully

charged notwithstanding the genuine implementation constraints encountered during execution.

- xxi. Accordingly, the issues arising for consideration in the captioned Petition are of direct and substantial relevance to the Applicant. The Applicant is, therefore, directly concerned with and substantially affected by the present proceedings. The Applicant is not merely a proper party but also a necessary party for an effective and complete adjudication of the issues involved in the captioned Petition, as its factual circumstances constitute a bona fide and existing instance of the very category of cases which the proposed regulatory mechanism seeks to address. The Applicant's participation would enable this Hon'ble Commission to consider the practical implications of the proposed mechanism in the context of a connectivity grantee whose evacuation infrastructure has already been completed and successfully charged notwithstanding the genuine implementation constraints encountered during execution.
- xxii. That the following prayers have been made by applicant: -
- a) allow the present Application and implead Truere Solar Private Limited as a party/respondent in the captioned Petition;
  - b) permit the Applicant to place its response/submissions and relevant material on record and participate in the proceedings arising out of the captioned Petition;
  - c) pass such further or other order(s) as this Hon'ble Commission may deem fit and proper in the facts and circumstances of the present case, consistent with the regulatory objective underlying the captioned Petition.

#### 3.4 **M/s. CMES Power 2 Pvt. Ltd. – IA No. 40 of 2026**

- i. The present Application is being filed on behalf of CMES Power 2 Private Limited (100% subsidiary of Clean Max Enviro Energy Solutions Limited) ("Applicant"), seeking impleadment as a party in the present Petition. The Applicant is a stakeholder in the renewable energy sector and is engaged in the development and implementation of renewable energy projects requiring grant of connectivity and Green Energy Open Access in the State of Haryana.
- ii. The Applicant's various project(s) and upcoming project(s) are directly governed by the provisions of the HERC (Green Energy Open Access) Regulations, 2023 and the Procedure for Grant of Connectivity and Green Energy Open Access in the State of Haryana ("**Connectivity Procedure**"). The Applicant is filing the present Application on the ground that it is a necessary and proper party to the present proceedings since the amendments proposed by Haryana Vidyut Prasaran Nigam Limited ("**HVPNL** /

**Petitioner”)** have a direct and substantial bearing upon the rights, obligations, financial commitments and operational requirements of renewable energy developers and connectivity applicants in the State of Haryana.

- iii. That the present Petition, HVPNL has proposed amendment of Clause 10 by inserting the following sub-clause (d), (e) and (f), immediately after existing sub-clause (c)(iv) of Clause 10:

PROPOSED INSERTION IN CLAUSE 10 OF THE PROCEDURE

*“(d) The applicant/Generator shall submit its request seeking extension of tentative completion time, duly recommended by Concerned CEP’S, HVPNL or CE/Operation, DISCOM, along with requisite documents clearly mentioning the following:*

- i. Period for which extension is sought;*
- ii. Reasons due to which the project could not be completed in stipulated time period.*
- iii. Steps being taken to ensure that the project shall be completed as per requested extension schedule.*
- iv. Progress of evacuation system as on date of application. v. Requisite Documents:*
  - a. The Connectivity BG validity duly extended as per revised completion period in line with Procedure.*
  - b. An indemnity Bond on prescribed proforma (Annexure-K) to be furnished by the applicant seeking extension in tentative completion time (on non-judicial stamp paper of Rs. 100/-duly attested by Notary Public).*
- (e) Thereafter, the request of the applicant/Generator seeking extension in tentative completion time shall be submitted for consideration and approval of Whole Time Directors, HVPNL.*
- (f) The applicant seeking extension shall pay a non-refundable extension fee of 10% of total application fee per month, with a ceiling of twice the original fee.”*

- iv. The Applicant respectfully submits that the present proceedings directly impact on the substantive rights and obligations of all renewable energy developers seeking connectivity and open access in the State of Haryana. Any amendment approved by this Hon'ble Commission would necessarily govern future projects as well as ongoing projects which have already been granted connectivity and are presently at various stages of implementation. The Applicant is therefore directly and substantially be impacted by the outcome of the present proceedings.
- v. It is further submitted that the practical challenges encountered during project development, including land acquisition issues, delays in statutory approvals, procurement constraints, right of way issues, force majeure events, delays attributable

to governmental authorities and changes in project circumstances, are matters concerning renewable energy developers. Consequently, the perspective of stakeholders such as that of the Petitioner is essential for effective hearing of the present Proceedings.

- vi. The Applicant further submits that it seeks to place before this Hon'ble Commission various practical and regulatory issues arising from implementation of the Connectivity Procedure, which, in the Applicant's respectful submission, merit consideration while examining the amendments proposed by HVPNL. The Applicant's participation would therefore assist this Hon'ble Commission in ensuring that any amendment ultimately approved is balanced, practical, implementable and conducive to promotion of renewable energy development in the State of Haryana.
- vii. The Applicant respectfully submits that it is both necessary as well as a proper party to the present proceedings. The Applicant is a necessary party because the amendments proposed by the Petitioner to the Connectivity Procedure have far-reaching implications for renewable energy generators, captive users, open access consumers and connectivity applicants, including the Applicant. Any decision rendered by this Hon'ble Commission in the present proceedings would directly affect the rights, obligations, operational requirements and commercial interests of the Applicant and similarly placed stakeholders.
- viii. The Applicant is also a proper party inasmuch as, being an active participant in the renewable energy sector and directly governed by the Connectivity Procedure, it would be in a position to assist this Hon'ble Commission by placing practical inputs, stakeholder concerns, implementation related difficulties and industry perspectives arising from the operation of the Connectivity Procedure. The presence of the Applicant would therefore facilitate complete, effective and informed adjudication of the present proceedings and assist this Hon'ble Commission in arriving at a fair, balanced and practically implementable regulatory framework.
- ix. The Applicant respectfully submits that apart from the issues arising from the amendments proposed by the Petitioner, the Applicant is also facing certain practical and operational difficulties in the implementation of various provisions of the Connectivity Procedure. The Applicant submits that the issues sought to be highlighted by the Petitioner in the present proceedings arise from practical hardships experienced during implementation of the Connectivity Procedure. Similarly, renewable energy generators, open access consumers and other stakeholders are also facing practical difficulties in relation to various provisions of the Connectivity Procedure, which have

a direct bearing on project development, implementation and utilization of Green Energy Open Access within the State of Haryana.

- x. The Applicant respectfully submits that in the event this Hon'ble Commission is persuaded that the hardships highlighted by the Petitioner merit consideration and appropriate regulatory intervention through amendment of the Connectivity Procedure, this Hon'ble Commission may also be pleased to consider and appreciate the practical difficulties being faced by other affected stakeholders, including but not limited to renewable energy generators, captive users, open access consumers and connectivity applicants, whose rights and obligations are similarly governed by the Connectivity Procedure. The Applicant seeks to assist this Hon'ble Commission by placing on record such stakeholder concerns and practical difficulties so that a comprehensive and balanced approach may be adopted while considering amendments to the Connectivity Procedure.
- xi. The Applicant further submits that permitting its impleadment in the present proceedings would facilitate a holistic consideration of the issues arising from implementation of the Connectivity Procedure and would avoid multiplicity of proceedings before this Hon'ble Commission. In the absence of such impleadment, the Applicant and similarly situated stakeholders may be compelled to initiate separate proceedings seeking clarifications, amendments or appropriate directions in relation to the Connectivity Procedure. Such a course would unnecessarily consume judicial time and resources of this Hon'ble Commission. Accordingly, it would be in the interest of regulatory efficiency, judicial economy and effective proceedings that the Applicant be permitted to place its concerns as a stakeholder before this Hon'ble Commission in the present Petition itself.
- xii. In this regard, reliance may be placed on the judgment of the Hon'ble Supreme Court of India in the matter of **Ramesh Hirachand Kundanlal v Municipal Corporation of Greater Bombay**, (1992) 2 SCC 524, wherein the Hon'ble Supreme Court held as follows:

*"6 .... The question of impleadment of a party has to be decided on the touch stone of Order 1 Rule 10 of the Code of Civil Procedure, 1908, which provides that only a necessary or a proper party may be added. In the light of the clear language of the Rule, it cannot be said that a person cannot be added as defendant even in a case where his presence is necessary to enable the Court to decide the matter effectively. A necessary party is one without whom no order can be made effectively. A proper party is one in whose absence an effective order can be made but whose presence is necessary for a complete and final decision on the question involved in the proceeding. The addition of parties is generally not a question of initial jurisdiction of the Court but of a judicial discretion which has to be exercised in view of all the facts and circumstances of a particular*

case. The Court is empowered to join a 'person whose presence 'is necessary for the prescribed purpose and cannot under the Rule direct the addition of a person whose presence is not necessary for that purpose.'"

[Emphasis supplied]

- xiii. Further reliance is placed on the judgment of the Hon'ble Supreme Court in **Vidur Impex & Traders (P) Ltd. v. Tosh Apartments (P) Ltd., (2012) 8 SCC 384** wherein the Hon'ble Supreme Court has reiterated the settled principles governing impleadment of parties and has recognised that a party whose presence is necessary for complete and effective proceedings involved ought to be impleaded in the proceedings. The relevant extract of the said judgment is reproduced hereinbelow for the ready reference of this Hon'ble Commission:

*"41. Though there is apparent conflict in the observations made in some of the aforementioned judgments, the broad principles which should govern disposal of an application for impleadment are:*

*41.1. The court can, at any stage of the proceedings, either on an application made by the parties or otherwise, direct impleadment of any person as party, who ought to have been joined as plaintiff or defendant or whose presence before the court is necessary for effective and complete adjudication of the issues involved in the suit.*

*41.2. A necessary party is the person who ought to be joined as party to the suit and in whose absence an effective decree cannot be passed by the court.*

*41.3. A proper party is a person whose presence would enable the court to completely, effectively and properly adjudicate upon all matters and issues, though he may not be a person in favour of or against whom a decree is to be made."*

[Emphasis Supplied]

- xiv. The Hon'ble APTEL has taken a similar stance on the impleadment of necessary and proper parties for the purpose of fair proceedings. Reliance may be placed on the judgment passed by this Hon'ble APTEL in **Cellular Operators Association of India v. Chhatisgarh State Electricity Regulatory Commission and Ors.** [Appeal No. 127 of 2024 dated 06.08.2024], wherein this Hon'ble Tribunal held as follows:

*"A necessary party is one without whom no order can be made effectively and a proper party is one in whose absence an effective order can be made but whose presence is necessary for a complete and final decision of the question involved in the proceeding. (Udit Narain Singh Malpaharia v. Additional*

*Member, Board of Revenue, Bihar AIR 1963 SC 786; U.P. Awas Evam Vikas Parishad v. Gyan Devi; Indiabulls Housing Finance Ltd. v. Surya Chakra Power Corporation Ltd., 2015 SCC OnLine Hyd 181; Trivikram Singh Kunwar v. State of Uttarakhand, 2019 SCC OnLine Utt 32).*

***A tribunal performs a judicial or quasi-judicial act after hearing parties. Its order affects the right or rights of one or the other of the parties before it. In an appeal preferred by the defeated party, to set aside the order issued by the tribunal in favour of the successful party, the appellate court cannot interfere with the said order without the successful party being before it. Without the presence of the successful party the appellate Court cannot issue a substantial order affecting his right. Such a party is, therefore, a necessary party and an appeal filed without making him a party or without impleading him subsequently, if allowed by the court, would certainly be incompetent. A party whose interests are directly affected is, therefore, a necessary party. (Udit Narain Singh Malpaharia v. Additional Member, Board of Revenue, Bihar AIR 1963 SC 786; Indiabulls Housing Finance Ltd. v. Surya Chakra Power Corporation Ltd., 2015 SCC OnLine Hyd 181; Trivikram Singh Kunwar v. State of Uttarakhand, 2019 SCC OnLine Utt 32)."***

[Emphasis Supplied]

- xv. A perusal of the aforementioned judgment demonstrates that the power of impleadment is to be exercised where the presence of a party is necessary to enable the Court / Commission to effective proceedings. In the facts of the present case, the Applicant satisfies the aforesaid test inasmuch as the outcome of the present Petition would directly affect the rights, obligations and commercial interests of the Applicant as a renewable energy developer and stakeholder governed by the Procedure for Grant of Connectivity and Green Energy Open Access in the State of Haryana. The amendments proposed by the Petitioner, particularly those relating to extension of tentative completion timelines for evacuation infrastructure, extension of Connectivity Bank Guarantees, submission of Indemnity Bond-cum-Undertakings and levy of extension fees, are matters which have a direct and substantial bearing upon the Applicant and other similarly placed renewable energy developers.
- xvi. The Applicant respectfully submits that it intends to place certain suggestions and concerns regarding the Connectivity Procedure, including issues *inter alia* **(i)** concerning flexibility in the format of Bank Guarantees; **(ii)** acceptance of alternative security mechanisms; **(iii)** clarification regarding material changes in project location;

(iv) timelines associated with approvals of Whole Time Directors; (v) introduction of deemed approvals where prescribed timelines are not adhered to by the utility authorities; (vi) execution timelines for MTOA / LTOA Agreements; (vii) clarification regarding simultaneous utilization of connectivity; (viii) open access arrangements; and various aspects concerning the Connectivity Procedure and amendment proposed by HVPNL under Clause 10 of the Connectivity Procedure.

- xvii. Insofar as the amendments proposed by HVPNL are concerned, the Applicant respectfully submits that while the introduction of a mechanism for extension of timelines may be necessary, the proposed framework requires further stakeholder consultation and refinement. The Applicant seeks an opportunity to assist this Hon'ble Commission in examining aspects such as reasonable implementation timelines for development of higher voltage evacuation infrastructure, recognition of force majeure events, consideration of delays attributable to statutory authorities, proportionality of extension fees, and safeguards necessary to ensure that genuine project developers are not adversely affected by circumstances beyond their control
- xviii. The presence of the Applicant before this Hon'ble Commission would assist in bringing on record the practical experience of project developers and connectivity applicants who are directly impacted by the Connectivity Procedure. The Applicant respectfully submits that permitting the Applicant would enable this Hon'ble Commission to comprehensively evaluate the implications of the proposed amendments and ensure that the regulatory framework strikes an appropriate balance between protection of utility interests and facilitation of renewable energy development.
- xix. Without prejudice to its detailed submissions on merits, the Applicant respectfully submits that it proposes to place before this Hon'ble Commission certain suggestions relating to the Connectivity Procedure, including:
- (i) permitting reasonable flexibility in prescribed Bank Guarantee formats and allowing alternative security instruments such as Fixed Deposits, Demand Drafts or direct deposits;
  - (ii) clarifying that a change in the location of the generating station which does not involve change in the approved point of interconnection or sanctioned capacity should not constitute a material change requiring a fresh application;
  - (iii) introducing deemed approval mechanisms in situations where prescribed timelines are not adhered to by the concerned authorities;
  - (iv) prescribing timelines for execution of MTOA/LTOA Agreements by the utilities;
  - (v) incorporating recognition of force majeure events and delays attributable to governmental authorities while considering requests for extension of timelines; and
  - (vi) clarifying the operation of connectivity and open access arrangements under the existing regulatory framework.

- xx. The Applicant respectfully submits that its impleadment would neither prejudice any existing party nor delay the proceedings. On the contrary, the Applicant's participation would facilitate a more comprehensive consideration of the issues involved and would assist this Hon'ble Commission in arriving at a fair, balanced and informed decision on the amendments proposed by HVPNL.
- xxi. At this juncture, it is relevant to present gist of the suggestions annexed in the present Application by the Applicant for proposed amendments in the Connectivity Procedure are as follow: -

#### **GIST OF THE PROPOSED SUBMISSIONS / SUGGESTIONS BY THE APPLICANT**

**xxii. Re. Bank Guarantee requirements under the Connectivity Procedure**

A. The Applicant proposes to place submissions regarding the provisions of the Procedure governing submission, validity and extension of Bank Guarantees at various stages of the connectivity and open access process, including the need for permitting reasonable flexibility in the prescribed Bank Guarantee formats and recognition of alternative forms of financial security, wherever appropriate, without compromising the interests of the State Nodal Agency and the concerned utilities.

**Re. Clause 9(j) of the Connectivity Procedure relating to material change and change in location**

B. The Applicant proposes to place submissions regarding Clause 9(j) of the Procedure concerning "material change" in an application and the requirement of submission of a fresh application, including clarification regarding the distinction between a change in project land location and a change in the approved point of interconnection and the circumstances under which a fresh application should or should not be required.

**Re. Clauses 9(e) and 9(f) of the Connectivity Procedure relating to approval by Whole Time Directors**

C. The Applicant proposes placing suggestions with respect to Clauses 9(e) and 9(f) of the Procedure and other related provisions requiring approval from the Whole Time Directors of the concerned utilities, including issues arising from delays in obtaining such approvals and the need for ensuring adherence to the timelines prescribed under the Procedure.

**Re. Clause 19 and Clause 20 of the Connectivity Procedure governing open access applications and execution of agreements**

D. The Applicant proposes to place suggestions regarding Clause 19 pertaining to processing of open access applications and Clause 20 pertaining to execution of MTOA / LTOA Agreements, including the need for regulatory certainty, timely processing of applications and prescription of appropriate timelines for execution of agreements by the concerned authorities.

**Proposed amendment to Clause 10 of the Connectivity Procedure sought by the Petitioner**

E. The Applicant proposes to place suggestions concerning the amendments proposed by the Petitioner to Clause 10 of the Connectivity Procedure, including provisions relating to extension of tentative completion timelines for evacuation infrastructure, extension of Bank Guarantee validity, submission of the proposed Indemnity Bond-cum-Undertaking, levy of extension fees and other consequential obligations proposed to be imposed upon applicants seeking extension of timelines.

F. The Applicant further proposes to place suggestions regarding the need for reasonable and practical timelines for development of higher voltage evacuation infrastructure, recognition of Force Majeure events and circumstances beyond the control of developers, and treatment of delays attributable to governmental authorities, transmission utilities, distribution licensees or other statutory authorities while considering requests for extension of timelines.

**Re. Simultaneous grant and utilisation of Connectivity, STOA, MTOA and LTOA**

G. The Applicant proposes to place suggestions regarding the provisions of the HERC GEOA Regulations 2023 and the Connectivity Procedure governing Connectivity, STOA, MTOA and LTOA, including clarification regarding their simultaneous grant and utilization and the scheduling and sale of electricity through alternate open access arrangements pending operationalization of long-term arrangements.

The detailed comments / suggestions of the Applicant are marked and attached **herewith as ANNEXURE - A/1.**

- xxiii. The Applicant respectfully submits that the impleadment of the Applicant would assist this Hon'ble Commission in undertaking a comprehensive examination of the implications of the proposed amendment and would facilitate formulation of a fair, balanced and practically implementable framework for promotion of renewable energy and green open access in the State of Haryana.

- xxiv. That the following prayers have been made by the applicant: -
- a) Allow the present Application;
  - b) Implead the Applicant, i.e. CMES Power 2 Private Limited, as a party in the present Petition;
  - c) Permit the Applicant to file its further response, objections, suggestions and/or such other pleadings as may be required for the effective hearing of the present Petition;
  - d) Permit the Applicant to participate in the proceedings and make oral submissions before this Hon'ble Commission in the present Petition; and
  - e) Pass such other Order(s) that this Hon'ble Commission may deem just and proper.

**A. Suggestions pertaining to requirement of Bank Guarantee under the Connectivity Procedure**

- i. The Procedure requires renewable energy projects to furnish a Bank Guarantee at various stages, including at the time of application for the grant of connectivity and application for the LTOA, for an amount of Rs. 10 lakh/MW and Rs. 2 Lakhs per Application respectively. In practice, while the Procedure prescribes a format for submission of the Bank Guarantee, empaneled and non-empaneled banks often require certain standard provisions to be incorporated in the Bank Guarantee, which do not dilute the requirements of the draft BG Format provided in the Connectivity Procedure.
- ii. Such flexibility may be allowed to the developer in the BG, where minor rider clauses or standard banking language do not materially dilute the enforceability of the Bank Guarantee or results in deviations from the prescribed format.
- iii. Further, as an alternative to the BG, superior security mechanisms such as submission of the security amount in the form of Demand Draft, Fixed Deposits, or Direct Transfer of the amount in the account of the Nodal Agency / STU may also be permitted. Such deviations frequently lead to rejection of the Bank Guarantee by the Nodal Agency on the grounds that it is not strictly in conformity, word for word, with the prescribed format, requiring the applicant to repeatedly coordinate with the issuing bank for revisions. This process causes avoidable delays in the processing of connectivity applications despite the applicant having arranged the requisite financial security. Therefore, the introduction of alternative payment security instruments and the flexibility aforesaid would eliminate procedural delays arising from variations in bank documentation while continuing to adequately safeguard the interests of HVPNL.

- iv. Further, it is most humbly requests this Hon'ble Commission to refer to the grant of connectivity procedure of the State of Uttar Pradesh, wherein the Hon'ble UPERC has provided the provision for treatment of Conn-BG, the relevant clause is provided below: -

***“8A Treatment of Connectivity Bank Guarantee***

***8A-1 Conn-BG1 shall be returned within fifteen (15) days after deposition of estimated cost of interconnection facility:***

*Provided that Conn-BG1 shall be encashed and in-principal grant of connectivity shall be revoked if applicant fails to deposit such estimated cost within sixty (60) days from signing of connection agreement.*

***8A-2 Conn-BG2 shall be returned within thirty (30) days of date of commercial operation (COD) of generating station / of electrical plant or electric line of the applicant in following event and manner:***

***(a) If applicant has achieved COD of less than 50% capacity and is not able to commission the remaining capacity, the Nodal Agency shall return Conn-BG2 of proportionate capacity which has achieved COD;***

***(b) If applicant has achieved COD of at least 50% and up to 75% capacity and is not able to commission the remaining capacity, the Nodal Agency shall return 50% of Conn-BG2 of capacity which has not achieved COD in addition to Conn-BG2 of proportionate capacity which has achieved COD;***

***(c) If applicant has achieved COD of more than 75% capacity and is not able to commission the remaining capacity, the Nodal Agency shall return entire Conn-BG2;***

*Provided that Conn-BG2 shall be encashed and connectivity shall be revoked if applicant fails to achieve such commercial operation within a period of six (6) months in case of capacity up to 10 MW and within a period of twelve (12) months in case of capacity more than 10 MW from the scheduled date of commercial operation (unless otherwise extended by the Nodal Agency on request of the applicant subject to submission of additional Conn-BG2 @ Rs. 0.25 lakh/MW/month or part thereof).*

*Provided further that additional Con-BG2 may by revised by the Commission by an order from time to time, as deemed appropriate.”*

**B. Suggestions pertaining to the clarification of the expression “material change in the location” under Clause 6.1 and “change in the location” under Clause 8.5(j) of the Connectivity Procedure**

- i. The relevant excerpts of Clause 6.1 and 8.5(j) of the Connectivity Procedure are produced herein below: -

***“6.1 The application for grant of connectivity with the intra-State transmission system and or the distribution system shall contain details such as proposed geographical location of the applicant, the quantum of power to be injected in the case of a generating station, including a captive generating plant and quantum of power to be drawn in the case of consumer and such other details as per the application format attached as Annexure-C on duly notarized affidavit Annexure-D. In case of any material change in the location or a change of more than 10% in the quantum of power to be interchanged as per the original application, the applicant shall file a new application incorporating revised particulars. No application fee shall be required to be deposited if the new application is filed within 15 days of the filing of the original application. If the new application is filed after 15 days from the date of filing of original application, then the same shall be considered as a fresh application and requisite charges shall be payable by the applicant in accordance with this procedure/regulation.”***

(Emphasis added)

***“8.5. Processing of Application***

***(j) In case the clarification/change sought by the applicant affects the status of the original application or the connectivity offer, such as change in the location or quantum of power etc., then the same shall be considered as a fresh application and processed accordingly. However, the comments of the respective DISCOMs will be sought in the matter if connectivity has been granted from the distribution system.”***

(Emphasis added)

- ii. It is submitted that the aforesaid provisions may be clarified to the effect that “*material change in the location*” under Clause 6.1 and “*change in the location*” under Clause 8.5(j) of the Connectivity Procedure refers to a change in the point of interconnection with the grid and not a change in the placement of the generating station where the same is interconnected with the same substation at which connectivity has been awarded and the capacity also remains within the  $\pm 10\%$  variation.
- iii. Further, it is clarified that the clause pertaining to material change and the requirement of making a fresh application is limited only to the period between the making of the application and the issuance of the grant of connectivity.
- iv. Post the grant of connectivity, in the event of a need for change of location of interconnection with the substation, i.e., a change of the substation at which

connectivity is granted, the same may also be permitted in cases of genuine difficulties, including force majeure and reasons beyond the control of the developers, which are to be evaluated by the competent authority subject to certain conditions.

- v. It is submitted that the “proposed” land location of the generating project, where such change does not result in any alteration to the location of the point of interconnection with the grid, the approved capacity, or the applicable project timelines, ought not to constitute a ground for denial or cancellation of connectivity or necessitates filing of a fresh application.
- vi. Such a change is merely a project-level modification and does not adversely impact the technical feasibility or the evacuation planning undertaken by the Nodal Agency.
- vii. However, if the Hon’ble Commission considers it appropriate, the developer may be required, in line with the approach adopted under the Central Electricity Regulatory Commission (“CERC”) Connectivity and General Network Access Regulations, 2022, to submit the requisite documents evidencing the new land parcel for the purpose of verification.
- viii. The CERC GNA Regulations, by way of Regulation 5.10 thereof, expressly permit an applicant which has been granted connectivity to implement its project at a land parcel different, partly or fully, from that submitted at the time of seeking connectivity, with the approval of the Nodal Agency, provided there is no change in the point of connectivity or the start date of connectivity on account of such implementation at a different land parcel.

**C. Suggestions pertaining to the Whole Time Director (WTD) Approval under the Connectivity Procedure**

- i. The Connectivity Procedure requires the approval of the Whole Time Directors (WTDs) at multiple stages of the connectivity process, including approval of the technical feasibility and the final acceptance or rejection of the connectivity application.
- ii. Although the Connectivity Procedure prescribes specific timelines for processing connectivity applications, approvals at various stages are contingent upon consideration by the WTDs. In practice, meetings of the WTDs are held at relatively long intervals and are not convened with sufficient frequency to align with the timelines stipulated under the Procedure.

***Re. At the stage of Grant of Connectivity: Clause 8.5 - Processing of Application.***

- iii. Under the Connectivity Procedure, upon receipt of a complete connectivity application, the Planning Wing of HVPNL or the PD&C Wing of the concerned DISCOM is required to examine the technical feasibility of the application, carry out the necessary technical studies, and submit the technical feasibility report, duly approved by the WTDs of the respective utilities, within 15 days of receipt of the application. Thereafter, upon receipt of the technical feasibility report, HVPNL is required to process the application for approval or rejection by the WTDs of HVPNL and issue the connectivity offer, where applicable, within the subsequent 10 days, thereby prescribing an overall timeline of 30 days for disposal of the connectivity application.
- iv. The Procedure assumes that WTD approvals will be available within these prescribed timelines. However, in practice; **(i)** technical feasibility is completed by the Planning Wing/PD&C Wing; **(ii)** the file is then placed before the WTD(s); **(iii)** WTD(s) meetings are generally convened periodically rather than on a continuous basis; and **(iv)** if the file misses the agenda of one meeting, it may have to wait until the next meeting.
- v. Since the provisions for grant of connectivity prescribe timelines to be adhered to by the applicants as well as the utility, and the consequences of non-adherence are provided only for the applicant and not for the utility, in the interest of the principles of natural justice, once a timeline or turn-around time has been defined, the consequences of non-adherence should be binding on both sides.
- vi. Thus, in the event of any delay in approval beyond the stipulated time, the delay attributable to the utility shall be categorically mentioned, and the application shall be deemed to be approved, with no retention on that account. The relevant clause is reproduced below:

*"8.5. Processing of application:*

*(e) Planning wing of HVPNL or PD&C wing of DISCOMs, shall decide the case within 15 days of receipt of application, duly approved by Whole Time Directors (WTDs) of respective Utilities and submit the technical feasibility to the CE/SO&C, HVPNL, Panchkula.*

*(f) After receipt of technical feasibility report as per Sr. no. e above, the case for connectivity shall be processed for approval/rejection of Whole Time Director of HVPNL. HVPNL within 10 days, shall: –*

*i. accept the application with such modification or such conditions as may be stipulated by other agencies which are consistent with the regulations/procedure,*

*ii. Reject the application, if such application is not in accordance with the provisions of these regulations or grant of connectivity is not technically feasible, for reasons to be recorded in writing.*

*However, before rejecting an application, an opportunity of hearing shall be given to the applicant. If the applicant does not avail the opportunity within the specified time period of 10 days from the letter of rejection, the application shall be rejected forthwith.*

.....

*(h) Within 10 days from the date of receipt of "Connectivity Offer", the applicant may either accept the offer or may seek clarification/change. In case the applicant has not sought any clarification/change within 10 days, the "Connectivity Offer" of HVPNL shall be deemed to be accepted by the applicant.*

**D. Suggestions pertaining to the introduction of a “deemed approval” mechanism in the event of delay by the State Nodal Agency under Clause 19 of the Connectivity Procedure**

- i. Under Clause 19 of the Connectivity Procedure, upon receipt of a complete application for grant of Long-Term Open Access (“LTOA”), the State Nodal Agency is required to forward the application to the concerned Distribution Licensee within three days for obtaining its consent. The concerned Distribution Licensee is thereafter required to examine the application and communicate any deficiency, defect, refusal, or consent within 15 days to the Nodal Agency. Significantly, the Procedure already provides that where the Distribution Licensee fails to communicate its decision within the stipulated period, the consent shall be deemed to have been granted.
- ii. However, upon receipt of such consent, the Nodal Agency is required to process the application and convey its decision for grant of LTOA within 10 days to the applicant. Thus, the Connectivity Procedure envisages a defined timeline for processing and disposal of an application for grant of Long-Term Open Access.
- iii. While the Connectivity Procedure appropriately incorporates a deeming fiction in the event of delay by the Distribution Licensee, no similar consequence has been prescribed where the Nodal Agency fails to adhere to the timeline stipulated under Clause 19.10 for grant of LTOA. Consequently, despite the applicant having submitted a complete application and the Distribution Licensee having either granted or being deemed to have granted its consent, the application may continue to remain pending indefinitely owing to administrative delays at the level of the Nodal Agency.

- iv. Therefore, it is submitted that the timelines prescribed under the Connectivity Procedure are intended to ensure regulatory certainty and timely processing of applications. Such timelines ought to be equally binding upon all authorities involved in the approval process. In the absence of any consequence for non-adherence by the Nodal Agency, the objective of prescribing statutory timelines stands substantially diluted, resulting in uncertainty and avoidable delays for applicants.
- v. Accordingly, it is respectfully submitted that the Connectivity Procedure may be suitably amended to provide that where the Nodal Agency fails to communicate its decision on the application within the timeline prescribed under Clause 19.10, and such delay is not attributable to any default or deficiency on the part of the applicant, the application for connectivity and/or grant of LTOA shall be deemed to have been approved, subject to satisfaction of the applicable technical and regulatory requirements.
- vi. Such an amendment would ensure parity in the treatment of timelines under the Connectivity Procedure, uphold the principles of fairness and natural justice, and provide much-needed certainty to developers and consumers seeking LTOA. The relevant excerpts of the existing Clauses are reproduced below:

*“Clause 19.7 - On receipt of complete application, within three days, the State Nodal Agency shall forward one set of application to the following office, seeking consent from the nodal office of the Distribution Licensee:*

***Note - In case the Distribution Licensee (UHBVNL & DHBVNL) has not communicated any deficiency or defect in the application or refusal or consent within the time period specified for grant of consent, consent shall be deemed to have been granted.”***

*“Clause 19.10 - After receipt of consent from State DISCOMs and thereafter subsequent to the decision by the nodal agency (STU), within 10 days, the approval for grant of the STOA/MTOA/LTOA shall be conveyed by the nodal agency to the Applicant/ Customer with a copy to SLDC and concerned field office of distribution /transmission licensee.”*

(Emphasis added)

**E. Suggestions pertaining to the prescription of a definitive timeline for execution of the MTOA / LTOA Agreement by the Nodal Agency and concerned licensees under Clause 20 of the Connectivity Procedure**

- i. Clause 20 of the Connectivity Procedure requires the applicant to execute the MTOA / LTOA Agreement within 90 days of grant of open access, failing which the Connectivity Procedure provides for cancellation of the approval and encashment of the Bank Guarantee. However, while a definitive timeline has been prescribed for the applicant, no corresponding timeline has been provided for the Nodal Agency and the concerned licensees to execute the Agreement upon receipt of the duly signed copy from the applicant.
- ii. Consequently, this results in uncertainty and may delay the operationalization of the granted open access despite the applicant having complied with all procedural requirements. Accordingly, it is proposed that Clause 20 may be amended to prescribe a definite timeline, preferably 15 days, within which the Nodal Agency and the concerned licensees shall execute the MTOA / LTOA Agreement after receipt of the duly executed Agreement from the applicant.

**F. Amendment to the proposed Clause 10 by HVPNL**

***Re. Need for reasonable timelines for the development of higher voltage evacuation systems***

- i. The Applicant respectfully submits that while the proposed amendment seeks to introduce a mechanism for grant of extension of timelines for completion of evacuation infrastructure, the Connectivity Procedure continues to prescribe uniform timelines irrespective of the voltage level of the evacuation system.
- ii. In practice, the development of 132 kV and 220 kV evacuation infrastructure involves substantially greater complexity in terms of design, procurement, statutory approvals, construction, and commissioning than lower voltage systems. The Applicant proposes to place before this Hon'ble Commission the need for prescribing differentiated timelines for such Extra High Voltage (EHV) projects, having due regard to the implementation timelines recognized by the Ministry of Power for higher voltage transmission infrastructure. The CEA has also recently issued standard implementation timelines recognizing longer execution periods for 132 kV and 220 kV transmission projects.
- iii. In this regard, reliance is also placed on the amendment carried out by the Gujarat Electricity Regulatory Commission, which, identifying 12 months as an impractical timeline, has amended and aligned it with the Central recommendation to increase it to 18 to 24 months for the development of common evacuation infrastructure.

- iv. Further, the Applicant respectfully submits that while the proposed amendment introduces a mechanism for grant of extension of timelines, it does not expressly recognize “*Force Majeure*” conditions and conditions beyond the control of the developer or not attributable to the developer as a ground for seeking such extension. The absence of an express *Force Majeure* provision creates uncertainty in implementation and may give rise to avoidable adjudication while considering extension requests. It is therefore proposed that the Connectivity Procedure, or alternatively the Connectivity Agreement executed pursuant thereto, expressly incorporate a Force Majeure clause specifying the events that would entitle an applicant to seek extension of timelines. Such incorporation would be consistent with well-established principles of contract law, wherein Force Majeure provisions are recognized as an essential contractual safeguard for allocating risks arising from events beyond the reasonable control of the contracting parties.
- v. The Applicant further submits that the proposed amendment may expressly clarify that delays attributable to statutory and governmental authorities shall constitute circumstances beyond the control of the developer for the purpose of considering requests for extension of timelines. Such delays may include, *inter alia*, (i) delay in allocation of bays; and (ii) grant of statutory approvals, permissions, inspections, energization approvals or any other approvals or actions required from the STU, DISCOMs, State Government authorities, or other competent authorities. Since the occurrence and duration of such delays are entirely beyond the control of the developer, the same ought not to result in adverse consequences under the Connectivity Procedure.

**G. Clarification on the permission for supply of power under Long Term / Medium Term / Short Term simultaneously**

- i. The provisions of the HERC GEOA Regulations and the Connectivity Procedure categorically provide that:
 

*“1.2 .....Provided further that a person may apply for connectivity as well as long term or medium term or short-term open access simultaneously.”*
- ii. It is submitted that there are various instances where the LTOA is delayed, and rather than keeping the assets stranded, the developer would like to supply the power as merchant / STOA. The same shall be permitted in line with the provisions of the Connectivity Procedure.

- iii. Further, if the generator does not prefer to bank the power in full or in part or wishes to schedule the surplus power in part or in full under short term on a real-time basis in place of banking or letting it lapse, the same may also be clarified and brought under implementation. In practice, the STU denies the grant of connectivity and LTOA / MTOA / STOA simultaneously.

### 3.5 M/s. Clean Renewable Energy HR 1A Pvt. Ltd. – IA No. 42 of 2026

- i. The present Interlocutory Application is filed by M/s Clean Renewable Energy HR 1A Private Limited ("**CRE HR1A**" / "**Applicant**"), under Regulation 22 of the Haryana Electricity Regulatory Commission (Conduct of Business) Regulations, 2019, ("**Business Regulations**") read with the Order I Rule 10 of the Code of Civil Procedure, 1908 ("**CPC**") and Section 94 of the Electricity Act, 2003 ("**EA Act**"), seeking impleadment of the Applicant as Respondent in Petition No. 47 of 2026 ("**Petition**"), which is presently pending adjudication before this Hon'ble Commission ("**Application**").
- ii. The Applicant is a solar power developer establishing a 50 MW Solar Power Park at Village Jalana & Jagmalwali, Tehsil Kalanwali, District Sirsa, Haryana ("**Project**"). Notably, in terms of Clause 5 of the Connectivity Procedure, a generating station seeking connectivity for a capacity of more than 20 MW and up to 70 MW is required to be connected at 132 kV voltage level.
- iii. On 11.02.2025, the Applicant had duly applied to the Petitioner for grant of connectivity to the Project *vide* its application dated 11.02.2025 for evacuation of power from the Project.
- iv. That the Petitioner *vide* its memo dated 14.08.2025 bearing Ref No. Ch-30/ISB-815, granted connectivity to the Applicant for the Project from 220 kV Chormar S/s at 132 kV voltage level. The letter dated 14.08.2025 further stated that in case of non-commencement of work and non-execution of Project within stipulated time period, without seeking extension, the Petitioner could proceed to cancel the connectivity granted to the Applicant as per applicable regulations/ procedures.
- v. It is submitted that in terms of Clause 11 of the Connectivity Procedure and Clause 10 of the Green Energy Open Access Procedure, the timeline for the construction of the evacuation infrastructure of 132 kV for connectivity is 12 months, to be calculated after 30 days from the letter granting connectivity. In view of the aforementioned, the stipulated timeline for completion of the evacuation infrastructure for the Applicant's Project expires on 13.09.2026.

- vi. That on 09.06.2026, the Applicant issued a letter to the Petitioner, requesting for an extension of four (4) months for completion of the power evacuation infrastructure, solely as a measure of abundant caution against unplanned or force majeure delays. Further, considering the current progress of the work, the Applicant *vide* its dated 19.08.2026 bearing Letter No. CREHR1A/26-27/HVPNL/A6, requested for an extension of three (3) months instead of four (4) months in relation to completion of the power evacuation infrastructure for the project. Moreover, the Applicant apprised the Petitioner about the status of the activities related to the Project and power evacuation infrastructure development, which are as under:

| S. No.                                                  | Particulars                | Status              | Remark                                                                                                                                                                  |
|---------------------------------------------------------|----------------------------|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1. 132 KV Bay at Chormar GSS</b>                     |                            |                     |                                                                                                                                                                         |
| 1.1                                                     | Material Ordering          | 100% Completed      |                                                                                                                                                                         |
| 1.2                                                     | Civil Work                 | 100% Completed      |                                                                                                                                                                         |
| 1.3                                                     | Structure Erection         | 100% Completed      |                                                                                                                                                                         |
| 1.4                                                     | Equipment Erection         | 100% Completed      | Testing activity under progress. Exp to complete by 5th Sep 2026.                                                                                                       |
| <b>2. 132 KV Transmission Line</b>                      |                            |                     |                                                                                                                                                                         |
| 2.1                                                     | Material Ordering          | 100% Completed      |                                                                                                                                                                         |
| 2.2                                                     | Tower Foundation Work      | 76% Completed       | At 16 out of 21 tower foundation completed. Remaining work is under progress. (Impacted due to rain)                                                                    |
| 2.3                                                     | Tower Erection & Stringing | 50% Completed       | 14 Tower Erection Completed & 6 Span Stringing Completed. Expected to complete by 10th Sep 2026 (Delayed due to ROW issue & increase of 1 Monopole as per HVPNL advise) |
| <b>3. Pooling Sub-station</b>                           |                            |                     |                                                                                                                                                                         |
| 3.1                                                     | Material Ordering          | 100% Completed      |                                                                                                                                                                         |
| 3.2                                                     | Civil Work                 | 90% Completed       | MCR building finishing is under progress. The entire PSS work is expected to be completed by end of Aug'26.                                                             |
| 3.3                                                     | Structure Erection         | 100% Completed      |                                                                                                                                                                         |
| 3.4                                                     | Equipment Erection         | 45% Completed       | Remaining work exp by 15th Sep 2026                                                                                                                                     |
| <b>4. Approval Status (after grant of connectivity)</b> |                            |                     |                                                                                                                                                                         |
| 4.1                                                     | Connection Agreement       | Executed with HVPNL |                                                                                                                                                                         |
| 4.2                                                     | GSS bay R-Number issuance  | Completed           | R-2084/ch-07/NCR/HSR-52 dated 24.04.2025                                                                                                                                |
| 4.3                                                     | TL Profile approval        | Received            | CH-99/GSS-400; dated 06.08.2026                                                                                                                                         |
| 4.4                                                     | Mono Pol Design Approval   | Received            | CH-53/T-1109/HSR VOL II; dated 29.05.2026                                                                                                                               |

|     |               |          |                    |
|-----|---------------|----------|--------------------|
| 4.5 | PTCC Approval | Applied  | Expected by Aug'26 |
| 4.6 | SLD Approval  | Received |                    |

- vii. It is submitted that despite the issuance of the above letter requesting for an extension of timelines, the Petitioner has been unable to take a final view thereon in the absence of any specific provision in the Connectivity Procedure.
- viii. That the Petitioner in the instant Petition seeks amendment of the Connectivity Procedure and the Green Energy Open Access Procedure, in respect of the provisions governing extension of tentative completion time for construction of evacuation systems together with protective obligation in form of an Indemnity Bond-cum-Undertaking, by the Applicant seeking such extension. As submitted earlier, the Applicant has been granted connectivity for its upcoming Project. While the key activities related to the Project and Power evacuation infrastructure development work is at the advance stage and near completion, the Applicant as a way of abundant precaution has sought extension of 4 months vide its letter dated 09.06.2026, which request is pending before the Petitioner till date.
- ix. Accordingly, the decision of this Hon'ble Commission in the instant Petition will have a direct impact and bearing on the outcome of Applicant's pending extension request *vide* letter dated 09.06.2026. Thus, the Applicant is a necessary and proper party in the instant matter.
- x. That in the absence of the impleadment of the Applicant as a party in the present Petition, any amendment to the provisions of Connectivity Procedure and the Green Energy Open Access Procedure would impact Applicant's pending application. Further, in case the Applicant does not get its opportunity to be heard, the same would be prejudicial to the Applicant and would also violate the principles of natural justice.
- xi. Further, the principles underlying Order I Rule 10 of the CPC, which apply to proceedings before quasi-judicial forums such as this Hon'ble Commission, equally support the impleadment of the Applicant for fair adjudication of the present proceedings. In terms thereof, any person may be added as a party, whether as petitioner or respondent, where the presence of such person is necessary to enable the court to completely adjudicate upon and settle all questions involved, or where relief is sought against, or the outcome directly affects, such person. As detailed above, the order of this Hon'ble Commission in the instant case will have a direct impact on the Applicant as Applicant's request for extension of time is pending before the Petitioner.
- xii. Furthermore, the impleadment of the Applicant is essential for the proper adjudication of the present matter as the Applicant would be in a position to place on record the

present status of its construction activity, the compliances undertaken by it, and the basis of its pending extension request, the difficulties being faced by the concerned stakeholder in absence of grant of extension, all of which are directly relevant to the issue involved in the present matter.

- xiii. Further, even the principles of Natural Justice demands that an affected party such as the Applicant herein shall be given an opportunity of being heard before passing of an order. It is the basic tenet of the principles of natural justice that an authority must provide an opportunity of hearing to the parties likely to be affected by its order before pronouncing the same.
- xiv. That the following prayers have been made by the applicant: -
  - a) Allow the present Application and implead the Applicant, M/s Clean Renewable Energy HR 1A Private Limited, as Respondent in Petition No. 47 of 2026;
  - b) Permit the applicant to file its reply to the present Petition with such reasonable time as deemed appropriate by this Hon'ble Commission; and
  - c) Pass any other order or direction as this Hon'ble Commission may deem fit and proper in the facts and circumstances of the present case.

### 3.6 **M/s. FPEL Sustain Energy Pvt. Ltd. – IA No. 43 of 2026**

- i. The present Application is being preferred by M/s FPEL Sustain Energy Private Limited ("Applicant") seeking impleadment in the captioned Petition. The Applicant is directly and substantially affected by the issues arising for consideration in the captioned Petition, as the regulatory mechanism proposed therein would directly govern the treatment of pending extension requests, including that of the Applicant. The Applicant's factual circumstances also constitute a bona fide instance of the very category of cases which the Petitioner seeks to address through the present proceedings.
- ii. At the outset, the Applicant respectfully places on record its appreciation for the initiative taken by HVPNL in approaching this Hon'ble Commission for evolving an appropriate regulatory mechanism to address cases involving genuine implementation constraints. The Applicant respectfully submits that the present Application is entirely supportive of the regulatory objective underlying the captioned Petition and seeks only to assist this Hon'ble Commission by placing before it the factual circumstances of an existing connectivity grantee whose case exemplifies the necessity for the mechanism proposed by HVPNL.
- iii. The Applicant is developing a 70 MW (comprising an initial 50 MW and an additional 20 MW) Solar Power Project at Ramnagar & Nuhainwali Villages, Kalanwali Tehsil, District Sirsa, Haryana ("**Project**"), connected at the 132 kV Odhan Sub-station, Sirsa.

By application dated 22.11.2024, the Applicant applied to HVPNL for connectivity of the initial 50 MW capacity, enclosing, inter alia, the NOC obtained from HAREDA. HVPNL, vide communication dated 12.03.2025, granted connectivity for the said 50 MW capacity. Thereafter, vide application dated 01.08.2025, the Applicant applied for an additional 20 MW connectivity under the existing approved solar park, which was granted by HVPNL vide communication dated 24.10.2025, thereby enhancing the Applicant's total connectivity to 70 MW at the aforesaid location. A copy of the HAREDA NOC(s) is annexed herewith as "**Annexure A-1**", and copies of the HVPNL communications dated 12.03.2025 and 24.10.2025 are annexed herewith as "**Annexure A-2**".

- iv. In the course of execution of the Project, the Applicant encountered circumstances which materially affected completion of the associated evacuation infrastructure within the stipulated timeline. These included, inter alia, a delay in signing of the connection agreement for the additional 20 MW capacity with the concerned Discom, on account of which detailed engineering for the associated evacuation infrastructure remained pending for a period, coupled with certain local issues at the project site which the Applicant has been actively addressing. Further, the constraints encountered included, inter alia, delays in procurement of critical equipment on account of the ongoing war and consequent global supply-chain disruptions; suspension of works at site for approximately 30 days owing to local issues; and abnormally high compensation demands raised towards right of way for the EHV transmission line, to the extent of eight times the applicable circle rate and four times the prevailing market rate, which the Applicant has had to contend with. The connection agreement for the additional 20 MW capacity has since been duly executed, thereby completing the contractual framework for the Applicant's entire 70 MW connectivity. Copies of the Connection Agreements in respect of the 50 MW capacity (dated 05.05.2025) and the additional 20 MW capacity (dated 20.02.2026) are annexed herewith as "**Annexure A-5**". Notwithstanding the aforesaid, and despite the timeline constraints involved, the Applicant has proceeded with execution of the Project at site.
- v. Consequently, vide communication dated 10.02.2026, the Applicant approached HVPNL seeking an extension of 9 (nine) months for completion of the EHV transmission line and Bay works (i.e., up to 13.12.2026), in terms of the timeline of 13 months from the date of signing of the connection agreement prescribed under the HERC (Green Energy Open Access) Regulations, 2023 and the HVPN Connectivity Procedure. The request was founded upon the aforesaid circumstances and also set out the progress already achieved in execution of the Project. A copy of the communication dated 10.02.2026 is annexed herewith as "**Annexure A-3**".

- vi. HVPNL has instituted the captioned Petition seeking amendment of Clause 10 of the Procedure for Grant of Connectivity and Green Energy Open Access in the State of Haryana ("**Procedure**"), with a view, inter alia, to provide a mechanism for consideration of requests seeking extension of the tentative completion timelines prescribed for dedicated evacuation systems.
- vii. Following submission of its request for extension, the Applicant remained in continuous engagement with HVPNL and, from time to time, addressed further communications apprising HVPNL of the progress of the Project, the implementation constraints encountered and the status of the evacuation infrastructure. The Applicant respectfully submits that the implementation-related issues encountered in the present case were not unique to the Applicant and similar practical difficulties appear to have arisen in respect of other connectivity grantees as well. It is in this broader regulatory backdrop that HVPNL has approached this Hon'ble Commission seeking an appropriate mechanism for consideration of such cases. The outcome of the present Petition would, therefore, have a direct bearing upon the Applicant's request for extension.
- viii. The Petition filed by HVPNL recognises that requests for extension have arisen on account of genuine implementation-related constraints, including delays in land acquisition, procurement of equipment, supply-chain disruptions, force majeure events and other site-specific difficulties. The Applicant respectfully submits that the present proceedings seek to evolve a structured regulatory framework for dealing with such situations in a fair, consistent and transparent manner.
- ix. The Applicant respectfully submits that its case represents a bona fide instance of the very implementation-related aspect recognised by HVPNL in the captioned Petition. Much prior to institution of the present proceedings, the Applicant had placed before HVPNL the constraints encountered in execution of its evacuation infrastructure and had sought extension of the completion timeline on that basis.
- x. The captioned Petition seeks formulation of a regulatory mechanism to address cases involving genuine implementation constraints. The decision of this Hon'ble Commission on the proposed mechanism is, therefore, likely to have a bearing upon the regulatory treatment of similarly situated connectivity grantees, including the Applicant. The Applicant is, accordingly, directly and substantially interested in the outcome of the present proceedings.
- xi. Notwithstanding the implementation constraints encountered during execution of the Project, the Applicant continued with the works and committed substantial financial and technical resources towards completion of the Project and the associated evacuation infrastructure.

- xii. As on date, the Applicant has invested approximately INR 47.2 Crore towards development of the Project and the associated evacuation infrastructure, including completion of lease deeds for 203 acres (100%) of land for the 50 MW capacity, land levelling, construction of the Pooling Substation/Switchyard and GSS bay foundations, boundary wall works, and statutory approvals, besides awarding construction of the GSS/PSS and the EHV transmission line to its contractors and commencing work at site. In this regard, the Applicant had initially furnished Bank Guarantee No. PBGI00912400176 dated 21.11.2024 for INR 5,00,00,000/- (Rupees Five Crore only) in respect of the 50 MW capacity, and Bank Guarantee No. PBGI00912500161 dated 23.07.2025 for INR 2,00,00,000/- (Rupees Two Crore only) in respect of the additional 20 MW capacity, both issued by RBL Bank Limited in favour of HVPNL. The validity of Bank Guarantee No. PBGI00912400176 was subsequently extended vide amendment dated 13.02.2026, up to 20.02.2028 (claim valid till 20.02.2029). Thereafter, at the instance of HVPNL, the Applicant replaced the aforesaid two Bank Guarantees with a single consolidated Bank Guarantee No. AMDIPBG261520006 dated 01.06.2026 for INR 7,00,00,000/- (Rupees Seven Crore only), issued by AU Small Finance Bank Limited in favour of HVPNL, valid up to 20.02.2028 and with claim validity up to 20.02.2029, covering the Applicant's combined 70 MW connectivity, vide the Applicant's letter dated 02.06.2026, thereby reflecting the Applicant's continued commitment towards implementation of the Project. Copies of the said Bank Guarantee(s) are annexed herewith as **"Annexure A-4"**.
- xiii. The Applicant respectfully submits that the factual circumstances of the present case clearly demonstrate the practical necessity for the regulatory mechanism proposed by HVPNL. During implementation of the Project, the Applicant remained in regular engagement with HVPNL, apprised it of the implementation constraints and progress achieved from time to time, and continued to commit substantial financial and technical resources towards completion of the Project. These facts would materially assist this Hon'ble Commission in examining the issues arising in the present Petition and in evolving an appropriate regulatory framework governing requests for extension of timelines.
- xiv. Accordingly, the determination in the captioned Petition would have a direct bearing upon the manner in which pending requests for extension, including that of the Applicant, are to be considered and dealt with. The Applicant is, therefore, directly concerned with and substantially affected by the issues arising in the present proceedings. The Applicant is not merely a proper party but also a necessary party for an effective and complete adjudication of the issues involved in the captioned Petition, as its factual circumstances constitute a bona fide and existing instance of the very

category of cases which the proposed regulatory mechanism seeks to address. That no other petition, application, or proceeding seeking the same or similar reliefs as sought in the present matter has been filed, or is pending before any court of law, tribunal.

- xv. That the following prayers have been made by the Applicant: -
- a) allow the present Application and implead M/s FPEL Sustain Energy Private Limited as a party/respondent in the captioned Petition;
  - b) permit the Applicant to place its response/submissions and relevant material on record and participate in the proceedings arising out of the captioned Petition;
  - c) pass such further or other order(s) as this Hon'ble Commission may deem fit and proper in the facts and circumstances of the present case, consistent with the regulatory objective underlying the captioned Petition.

4. **Replies Filed by HVPNL to the Applications Seeking Impleadment: -**

A. **Reply is being filed by the Petitioner-HVPNL to the Applicant filed by the Applicant-M/s Hexa Climate Solutions Private Limited seeking impleadment as a party Respondent is as under:-**

- i. That the present reply is being filed by the Petitioner-HVPNL to the Applicant filed by the Applicant-M/s Hexa Climate Solutions Private Limited seeking impleadment as a party Respondent. It is submitted that the present reply is being filed in furtherance of the order dated 13.08.2026 passed by the Hon'ble Commission wherein it has been held as under:

*"4. Upon hearing the parties, the Commission is of the considered view that the present impleadment applications, in substance, constitute **counter-claims against the main petition** and, therefore, are liable to be treated as such for the purpose of payment of the applicable filing fee of Rs.50,000/- each. Accordingly, the impleadment applicants are directed to deposit the differential filing fee of Rs.45,000/- in respect of each impleadment application within one week from the date of issuance of this order.*

*5. Further, the **petitioner is directed to file its reply on the impleadment applications**, on or before 25th August, 2026 with advance copy to the respondent (s). The respondents may, if so desire, file its rejoinder on the same, on or before 05th September, 2026 with copy to the petitioner.*

*6. The case shall be listed for arguments on 07.09.2026."*

- ii. That, by way of the present short reply, the Petitioner is objecting to the maintainability of the present application seeking impleadment that is purported to be filed in a petition filed by HVPNL seeking regulatory reliefs of amendment to the "*Procedure for Grant of Connectivity and Green Energy Open Access*" ("**the Procedure**").
- iii. That, at the outset, it is brought to the notice of the Hon'ble Commission that by way of the present petition, the Petitioner is seeking requisite amendments to the "*Procedure for Grant of Connectivity and Green Energy Open Access*" ("**the Procedure**"). The said Procedure was formulated by the Petitioner being the Nodal Agency and was thereafter approved by the Hon'ble Commission, in terms of Regulation 6 of the HERC (Green Energy Open Access) Regulations, 2023 ("**GEOA Regulations, 2023**"). As such, it is relevant to point out certain relevant aspects of the present petition, detailed as under:
- a. That the **amendment/revision to the Procedure is being sought by the Petitioner in its capacity as the State Nodal Agency**, in exercise of the power specifically conferred upon it under Clause 35 of the Procedure, which entitles the Nodal Agency to seek such revision "...to resolve any problem experienced during practical experience". Clause 35 of the Procedure is reproduced below for ready reference:
- "35. Revision of Procedure: The State Nodal Agency may revise/ amend this procedure, as & when considered necessary in order to resolve any problem experienced during practical experience or in accordance with the HERC Green Energy Open Access Regulations, with prior approval of Hon'ble HERC."***
- b. That, since the captioned Petition invokes the regulatory jurisdiction of the Hon'ble Commission, **no party has been, or was required to be, arrayed as a Respondent in the present proceedings**. It is humbly submitted that the Procedure itself came to be approved pursuant to Petition No. 35 of 2023, preferred by Petitioner-HVPNL seeking approval of the draft Procedure in discharge of its obligation under Regulation 6 of the GEOA Regulations, 2023. It is significant that the **earlier Petition No. 35 of 2023, being similarly founded on the regulatory jurisdiction of the Hon'ble Commission, was also filed without arraying any party Respondent**. In other words, a consistent practice is being adopted by the Petitioner. Regulation 6 of the GEOA Regulations, 2023 is reproduced below for ready reference:

***"6. Procedure for grant of Green Energy Open Access:***

(1) The detailed procedure for grant of connectivity and Green Energy Open Access including the application format and applicable Bank Guarantee/ Fee/ Charges etc. shall be prepared by the State Nodal agency, within a period of 30 days from the date of notification of these regulations and filed in this Commission for approval. The STU may be guided by the procedure prepared by POSOCO (The Grid Controller of India Ltd.) for grant of green energy open access."

- c. That **no claim whatsoever has been raised by the Petitioner against any consumer or generator, including the Applicant, by way of the captioned Petition.** It is submitted that the captioned Petition has been instituted solely for the collective benefit of present and future consumers/generators, and is not directed against any individual entity or its interests.
- d. That the **present Petition is not an adversarial litigation between the Petitioner or any other party.** It is not a *lis inter-partes*.
- iv. That, at this stage, certain individual parties, including the Applicant herein have approached the Hon'ble Commission seeking impleadment as a party respondent to the present proceedings. In the case at hand, the following applications have been filed:
  - A. Application seeking impleadment. The relevant prayer clause is reproduced below:
    - "a) **Allow the present Application and implead Hexa Climate Solutions Private Limited as a necessary and proper party in Petition No. 47 of 2026;**
    - b) **Permit the Applicant to participate in the present proceedings and to file its reply, additional pleadings, documents and written submissions and to advance oral arguments** in the interest of complete and effective adjudication of the issues involved in the present petition;
    - c) **Consider and allow the Applicant's request for extension of the connectivity timeline in respect of its Solar Power Projects,** in view of the genuine and unavoidable delays caused due to Right of Way (ROW) issues and other circumstances beyond the Applicant's control, in terms of the representation already submitted by the Applicant to HVPNL; **with the clarification that the same shall apply to Applicant's all requests for extension pending as on the date of the order of this Hon'ble Commission;** and in terms thereof, **allow and grant to the Applicant's wholly owned SPVs, namely M/s Hexa Sun Energy Private Limited (70 MW Solar Power Park, Village Jamal, District Sirsa) and M/s Hexa**

**Renewable Solutions Private Limited (50 MW Solar Power Park, Village Bhidola, District Bhiwani)**, extension of the tentative completion time under Clause 10(c)(iii) of the Procedure, reckoned from respective dates of expiry of the original period, in terms of the requests dated 30.07.2025 already duly recommended by the concerned CE/ TS, HVPNL;

d. Direct the **Petitioner/HVPNL to permit execution of the connectivity agreements of and to issue the ABT/ main meter numbers to, the Solar Projects established within the commissioned 70 MW Solar Power Park at Village Jamal, District Sirsa and to process their applications for Green Energy Open Access** in accordance with law;

B. Application seeking listing of the accompanying impleadment application alongwith Petition No. 47 of 2026. The relevant prayer clause is reproduced below:

*“a. Admit and allow the present Interlocutory Application and take up the accompanying Impleadment Application for consideration alongwith the main Petition No. 47 of 2026, in the interest of justice.*

C. Application seeking interim extension of the tentative completion time under Clause 10(c)(iii) of the Procedure. The relevant prayer clause is reproduced below:

*“i. Pending disposal of Petition No. 47 of 2026, grant interim extension of the tentative completion time under Clause 10 (c)(iii) of the Procedure for Grant of Connectivity and Green Energy Open Access in favour of;  
A. M/s Hexa Renewable Solutions Private Limited (50 MW Solar Power Park, Village Bhidola, District Bhiwani);  
In terms of the representation already submitted that duly recommended by the concerned Chief Engineer/TS, HVPNL.*

It is the case of the Petitioner that a bare perusal of the prayer clause of the applications sought to be filed by the Applicant shows that the actual intent of the Applicant is to get its individual *lis* adjudicated upon in a petition where no dispute has been raised by the Petitioner. The Applicant is seeking to expand the scope of the present petition seeking regulatory relief into an individual fact-finding adjudication of connectivity/evacuation grievances. As such, the application under reply ought to be rejected as the same would convert a petition for approval of a generally applicable Procedure into a bundle of individual grievance-redressal proceedings, which is impermissible.

v. That, it is further submitted that the **Applicant is neither a necessary nor a proper party**. Attention of the Hon'ble Commission is invited towards Order I, Rule 3 and Rule

10(2) of the CPC, in accordance with which the parties to a proceeding are impleaded, reproduced below:

**"3 Who may be joined as defendants.-** All persons may be joined in one suit as defendants where-

(a) any right to relief in respect of, or arising out of, the same act or transaction or series of acts or transactions is alleged to exist against such persons, whether jointly, severally or in the alternative; and

(b) if separate suits were brought against such persons, any common question of law or fact would arise.

**10. (2) Court may strike out or add parties. –** The Court may at any stage of the proceedings, wither upon or without the application of either party, and on such terms as may appear to the Court to be just, order that the name of the party improperly joined, whether as plaintiff or defendant, be stuck out, and the name of any person who ought to have been joined, whether as plaintiff or defendant, or whose presence before the Court may be necessary in order to enable the Court effectually and completely to adjudicate upon and settle all the questions involved in the suit, be added."

In this regard, it is submitted that the present petition is simplicitor a petition for amendment/ revision of the Procedure. As such, no relief is being sought by the Petitioner against any party. Further, no question of law has been raised. Furthermore, the presence of the Applicant is not necessary to enable the Hon'ble Commission amend/ revise the Procedure.

- vi. That the Petitioner seeks to place reliance on the decision of the Hon'ble Apex Court in Kasturi Vs. Iyyamperumal, [(2005) 6 SCC 733], wherein the Hon'ble Court has laid down a two-fold test for recognizing whether the party is a "necessary" and/ or a "proper" party. The relevant part of the judgment is reproduced below:

*"6. In our view, a bare reading of this provision namely, second part of Order 1 Rule 10 sub-rule (2) of the Civil Procedure Code would clearly show that the necessary parties in a suit for specific performance of a contract for sale are the parties to the contract or if they are dead their legal representatives as also a person who had purchased the contracted property from the vendor. In equity as well as in law, the contract constitutes rights and also regulates the liabilities of the parties. A purchaser is a necessary party as he would be affected if he had purchased with or without notice of the contract, but a person who claims adversely to the claim of a vendor is, however, not a necessary party. From the above, it is now clear that two tests are to be satisfied for determining the question who is a necessary party. Tests are - (1) there must be a right to*

**some relief against such party in respect of the controversies involved in the proceedings, (2) no effective decree can be passed in the absence of such party."**

In the case at hand, the Applicant does not satisfy any of the tests laid down i.e. no relief has admittedly been sought by the Petitioner against the Respondent, and an effective order can very well be passed in the absence of the Applicant. As such, the Applicant is neither a necessary nor a proper party.

- vii. That, in any event, the concept of ***dominus-litis*** is squarely applicable to the facts of the present case. It is a well-settled principle of law that the Petitioner, being dominus litis, is entitled to choose the persons against whom it wishes to proceed, and cannot be compelled to array, or to litigate against, a person against whom it neither seeks nor requires any relief. In fact, this principle ought to apply with even greater rigour to the present petition wherein **no** adversarial claim against any party has been raised. The present petition is based on the regulatory jurisdiction of the Hon'ble Commission, invoked by the Petitioner in its capacity as the State Nodal Agency for approval of a matter of general applicability. The Applicant, being a stranger to the present Petition, cannot be permitted to force itself upon the Petitioner's proceedings, merely on the ground that it perceives its own commercial interest maybe affected. The present application, being nothing more than an attempt by a third party to intrude upon proceedings that the Petitioner has neither directed against it nor requires its presence to decide, is liable to be rejected on this ground alone.
- viii. That it is further submitted that the present application has been filed with the sole intent of delaying the proceedings before this Hon'ble Commission. This is amply clear from the record itself i.e., on the last date of hearing, no effective hearing of the present Petition, on its actual merits, could take place, and the matter could not be proceeded with further, solely on account of the multiple impleadment applications filed, which consumed the entirety of the Hon'ble Commission's time. Infact, the present application has also been filed in a hurried manner, which is clear from a bare perusal of paras 15 and 16 @ Page No. 23 of the Application, which shows that certain relevant information such as dates MU generation, have been left blank. It is submitted that the captioned Petition raises a matter of considerable urgency and public interest. It is respectfully submitted that this Hon'ble Commission may take a serious view of the tendency of such applications to stall proceedings of general public importance, and may be pleased to reject the present application, to ensure that no further delay is caused in the present petition.
- ix. That it is further submitted that insofar as the treatment of the directions sought by the Applicant as '*counter-claims*', is concerned, it is humbly submitted that **firstly, since no**

'claim' has been raised by the Petitioner against any party, as such the question of any 'counter-claim' does not arise. As such, the most basic and foundational pre-requisites for a "counter-claim" i.e. existence of a "claim", are not attracted in the present case. **Secondly**, attention of the Hon'ble Commission is also brought towards Order VIII, Rule 6-A of CPC, reproduced below:

*"6-A. Counter-claim by defendant. – (1) A defendant in a suit may, in addition to his right of pleading a set-off under rule 6, set up, by way of counter-claim against the claim of the plaintiff, any right or claim in respect of a cause of action accruing to the defendant against the plaintiff either before or after the filing of the suit but before the defendant has delivered his defence or before the time limited for delivering his defence has expired, whether such counter-claim is in the nature of a claim for damages or not."*

It is submitted that a perusal of the above shows that only a 'defendant' is permitted to file a counter-claim, however, the Applicant is not a Respondent/ Defendant in the present case. The Petitioner has never called upon any party to respond or defend the proceedings. Reliance in this regard is placed on the decision of the Hon'ble Supreme Court in the case of **Ramesh Chand Ardawatiya Vs. Anil Panjwani**, [(2003) 7 SCC 350], wherein the Hon'ble Apex Court examined the scheme of Order VIII CPC, and held as under:

*"28. Looking to the scheme of Order 8 as amended by Act No. 104 of 1976, we are of the opinion, that **there are three modes of pleading or setting up a counter-claim in a civil suit. Firstly, the written statement filed under Rule 1 may itself contain a counter-claim** which in the light of Rule 1 read with Rule 6-A would be a counter-claim against the claim of the plaintiff preferred in exercise of legal right conferred by Rule 6-A. **Secondly, a counter-claim may be preferred by way of amendment incorporated subject to the leave of the Court in a written statement already filed. Thirdly, a counter-claim may be filed by way of a subsequent pleading under Rule 9.** In the latter two cases the counter-claim though referable to Rule 6-A cannot be brought on record as right but shall be governed by the discretion vesting in the Court, either under Order 6 Rule 17 of the Civil Procedure Code if sought to be introduced by way of amendment, or, subject to exercise of discretion conferred on the Court under Order 8 Rule 9 of the Civil Procedure Code if sought to be placed on record by way of subsequent pleading. **The purpose of the provision enabling filing of a counter-claim is to avoid multiplicity of judicial proceedings and save upon the Court's time as also to exclude the inconvenience to the parties by enabling claims and counter-claims, that is, all disputes between the same parties being decided in the course of the same proceedings. If the consequence of permitting a counter-claim either by way of amendment or***

by way of subsequent pleading would be prolonging of the trial, complicating the otherwise smooth flow of proceedings or causing a delay in the progress of the suit by forcing a retreat on the steps already taken by the Court, the Court would be justified in exercising its discretion not in favour of permitting a belated counter-claim. The framers of the law never intended the pleading by way of counter-claim being utilised as an instrument for forcing upon a re-opening of the trial or pushing back the progress of proceeding. Generally speaking, a counter-claim not contained in the original written statement may be refused to be taken on record if the issues have already been framed and the case set down for trial, and more so when the trial has already commenced. **But certainly a counter-claim is not entertainable when there is no written statement on record.** There being no written statement filed in the suit, the counter-claim was obviously not set up in the written statement within the meaning of Rule 6-A. There is no question of such counter-claim being introduced by way of amendment; for there is no written statement available to include a counter claim therein. Equally there would be no question of a counter-claim being raised by way of 'subsequent pleading' as there is no 'previous pleading' on record. In the present case, the defendant having failed to file any written statement and also having forfeited his right of filing the same the Trial Court was fully justified in not entertaining the counter-claim filed by the defendant-appellant. **A refusal on the part of the Court to entertain a belated counter-claim may not prejudice the defendant because in spite of the counter-claim having been refused to be entertained he is always at liberty to file his own suit based on the cause of action for counter-claim.**"

At the cost of repetition, it is reiterated and emphasized that, since no Respondent has been arrayed, nor is any Respondent required to be arrayed, to the captioned Petition by the Petitioner, the very question of a written statement being filed by a Respondent, and, consequently, of any counter-claim being set up therein, does not arise at all.

- x. That it is humbly submitted that the Petitioner is seeking to invoke the regulatory/rule-making power of the Hon'ble Commission under Regulation 6 of the GEOA Regulations, 2023 read with Clause 35 of the Procedure. The substantive reliefs sought by the Applicant, by contrast, are in the nature of adjudicatory relief, requiring determination of individual rights and obligations as between the Applicant (and third parties claiming through it) and the Petitioner. It is submitted that the Hon'ble Supreme Court, in **PTC India Ltd. v. Central Electricity Regulatory Commission**, [(2010) 4 SCC 603], has recognised the distinct and separate character of the regulatory and adjudicatory functions exercised by Electricity Regulatory Commissions under the Electricity Act, 2003. If the application is allowed in the present form, the same would convert a rule-making petition into an adjudicatory dispute never instituted as such,

and without the procedural safeguards (including a duly constituted petition, proper parties, and notice) that an adjudicatory proceeding would require.

- xi. That, without prejudice to the foregoing, it may further be noted that the present application not simplicitor an impleadment application certain substantive reliefs have been sought in the impleadment itself. Infact the reliefs have been sought by the Applicant on behalf of the third parties. It is submitted at present, no application seeking extension of time has been submitted by the Petitioner. No connectivity has been applied for or granted to the Petitioner. Connectivity has been granted to seprate legal entites- namely Hexa Renewable Solution Private Limited and Hexa Sun Energy Private Limited, which are not parties to the present proceedings. As such, the Petitioner is a complete stranger, who has never applied for connectivity, let alone extension of time for completion of associated infrastructure. Such proxy litigation is not maintainable. It is further submitted that the prayer seeking grant of extension in favour of "Hexa Renewable Solution Private Limited and Hexa Sun Energy Private Limited" is sought on behalf of a person who is not, and has never been, a party to the present proceedings. The Applicant, being itself a stranger to the captioned Petition, has no locus standi whatsoever to seek relief on behalf of a third party. Even otherwise, it is submitted that grant of connectivity for actual flow of power is, at the present stage, wholly impermissible in the absence of the very amendment to the Procedure that forms the subject-matter of the captioned Petition.
- xii. That, it is lastly submitted that a perusal of the interim order dated 13.08.2026 reveals that the Applicant has, at certain places therein, been referred to as "Respondent". It is humbly submitted that the Applicant cannot, in law, be termed or treated as a "Respondent" in the absence of any decision allowing the present application. In any case, for the reasons detailed hereinabove, the present application is wholly devoid of merit and deserves to be rejected outrightly.

It is further submitted that, vide the order dated 13.08.2026, it has been recorded by the Hon'ble Commission that the counsel for the Petitioner had objected with respect to maintainability. It has been recorded that- *".... counsel for the Petitioner, vehemently contended that the impleadment applications in the form in which they have been filed, are not maintainable and are merely a device to avoid payment of the applicable petition filing fee."* In this regard, it is submitted that the objections with respect to the contents i.e. the substantive reliefs being sought by the Applicant by way of the applications, were duly raised. It was contended that for any substantive reliefs whereby the adjudicatory powers of the Hon'ble Commission are invoked, the same can be raised only by way of a separate petition and not by way of a simplicitor application. In this context, it was argued that no separate petition has been filed and

neither any court fee towards such petition has been paid. However, it has only been recorded that the applications are “... *merely a device to avoid payment of the applicable petition filing fee.*” It is clarified that a two-fold argument was raised by the Petitioner i.e. *firstly*, a substantive relief ought to be claimed only by way of a separate petition, and *secondly*, for such separate petition court fee is liable to be paid. The direction for payment of Court fee has been made relying solely on one limb of the complete argument raised by the Petitioner. As such, it is once again humbly submitted that the application is not maintainable and for any adjudicatory relief only a separate petition is liable to be filed by a party.

- xiii. In view of the facts and submissions set out hereinabove, it is most respectfully prayed that this Hon'ble Commission may be pleased to dismiss the present application being non-maintainable and also devoid of merit, in the interest of justice;

**The Commission notes that the replies filed by HVPNL to the various impleadment applications contain substantially identical submissions. Accordingly, to avoid repetition, the common submissions are not being reproduced separately in respect of each application. The same have, however, been taken into consideration while deciding the respective impleadment applications.**

#### **Proceedings in the Case**

5. The case was primarily heard on 13.08.2026, in the court room of the Commission, wherein the petitioner (HVPNL) vehemently contended that the impleadment applications, in the form in which they have been filed, are not maintainable and are merely a device to avoid payment of the applicable petition filing fee. Per-contra, Mr. Akshay Gupta, learned counsel appearing for R-1, submitted that the Respondent has no objection to payment of the applicable petition filing fee and that it is well within its rights to file a counter-claim. Upon hearing the parties, the Commission formed a considered view that the present impleadment applications, in substance, constitute counter-claims against the main petition and, therefore, were liable to be treated as such for the purpose of payment of the applicable filing fee of Rs. 50,000/- each. Accordingly, the impleadment applicants are directed to deposit the differential filing fee of Rs. 45,000/- in respect of each impleadment application within one week from the date of issuance of this order.
6. The case was again heard on 07.09.2026, as scheduled, in the courtroom of the Commission. The Commission observed that the “Procedure for Grant of Connectivity & Green Energy Open Access” and the “Procedure for Grant of Connectivity on Intra-State Transmission or Distribution System” were approved vide order dated

29.11.2023, on the petition filed by SLDC/HVPNL, without affording an opportunity of public hearing. However, a number of impleadment applications have been filed in the present matter. Therefore, the Commission considers it appropriate to hold a public hearing in order to invite comments, objections and suggestions from all stakeholders. Further, the petitioner was directed to upload its petition on its website. The petitioner was also directed to provide the following information within one week from the date of issue of this order: -

- a. Number of applications and their details, pending with HVPNL, which shall be covered in the revised timeline sought in the present petition.
- b. The timelines of stages of the applications viz. the date of application for connectivity, date of approval of connectivity, date of request for extension of timelines, action taken on such request of applicants etc.
- c. The amendments proposed in the present petition including the revised timelines proposed.

HVPNL was also directed to upload the aforesaid information on its website.

7. HVPNL filed its affidavit dated 22.09.2026. HVPNL has primarily submitted as under:-

- i. That the present submissions are being filed by the Petitioner, Haryana Vidyut Prasaran Nigam Limited ("**HVPNL**"), in compliance with the directions contained in paragraph 3 of the Interim Order dated 07.09.2026 passed by this Hon'ble Commission, whereby the Petitioner was directed as under:

*"3. Further, the **petitioner is directed to upload its petition on its website.** The Petitioner is also directed to provide the following information within one week from the date of issue of this order:*

*3.1. **Number of applications and their details, pending with HVPNL,** which shall be covered in the revised timeline sought in the present petition.*

*3.2. **The timelines of stages of the applications** viz. the date of application for connectivity, date of approval of connectivity, date of request for extension of timelines, action taken on such request of applicants etc.*

*3.3. **The amendments proposed in the present petition including the revised timelines proposed.**"*

- ii. That in compliance with the direction at Sr. No. 3 of the Interim Order dated 07.09.2026, the Petitioner submits that the petition filed by HVPNL before this Hon'ble Commission has already been uploaded on the official website of HVPNL (<https://hvpn.org.in/>), as directed by the Hon'ble Commission.

- iii. That in compliance with the directions at Sr. No. 3.1 and 3.2 of the Interim Order dated 07.09.2026, calling for the number of applications and their details pending with HVPNL which shall be covered under the revised timelines sought in the present petition, along with the timelines of various stages of such applications, the Petitioner submits that as on date, 12 (twelve) applications/requests for extension of tentative completion time are pending consideration with HVPNL.

The details of the said applications, including the date of application for connectivity, date of approval of connectivity, tentative completion date, date of request for extension of timelines and the extension sought by the respective applicants is as under:-

| Sr. No. | Name of Applicant/Generator (Capacity)                                           | Date of Application for Connectivity                       | Date of Approval of Connectivity       | Tentative Completion Date              | Date of Request for Extension                            | Extension Sought   | Present Status                                              |
|---------|----------------------------------------------------------------------------------|------------------------------------------------------------|----------------------------------------|----------------------------------------|----------------------------------------------------------|--------------------|-------------------------------------------------------------|
| 1       | M/s IOCL (0.8 MW)                                                                | 22.08.2022<br>(Completed 28.11.2022)                       | 19.02.2024                             | 18.12.2024                             | 19.11.2025                                               | 9 months           | Pending - to be governed by amended Procedure upon approval |
| 2       | M/s HPCL Renewable & Green Ltd. (6 MW)                                           | 21.05.2024                                                 | 14.11.2024                             | 13.09.2025                             | 22.12.2025                                               | 6 months           | Pending - to be governed by amended Procedure upon approval |
| 3       | M/s Hexa Sun Energy Pvt. Ltd., Village Jamal (70 MW)                             | 02.08.2024                                                 | 14.11.2024                             | 13.12.2025                             | 30.07.2025                                               | 6 months           | Pending - to be governed by amended Procedure upon approval |
| 4       | M/s Hexa Renewable Solutions Pvt. Ltd., Village Bhidola (50 MW)                  | 02.08.2024                                                 | 12.09.2024                             | 11.10.2025                             | 30.07.2025; 28.05.2026; 07.09.2026 (successive requests) | 6 / 12 / 24 months | Pending - to be governed by amended Procedure upon approval |
| 5       | M/s Truere Solar Pvt. Ltd., Village Chilkani Dhab & Bhuratwala (50 MW)           | 02.09.2024<br>(Completed 07.10.2024)                       | 19.12.2024                             | 18.01.2026                             | 01.04.2026                                               | 1 year             | Pending - to be governed by amended Procedure upon approval |
| 6       | M/s Urmiya Solar Pvt. Ltd., Village Dhudhiyawali (50 MW)                         | 14.10.2024                                                 | 20.12.2024                             | 19.01.2026                             | 13.10.2025                                               | 12 months          | Pending - to be governed by amended Procedure upon approval |
| 7       | M/s FPEL Sustain Energy Pvt. Ltd. (50 MW + 20 MW)                                | 22.11.2024; 01.08.2025<br>(Completed 06.08.2025 for 20 MW) | 12.03.2025 (50 MW); 24.10.2025 (20 MW) | 11.04.2026 (50 MW); 23.11.2026 (20 MW) | 10.02.2026                                               | 9 months           | Pending - to be governed by amended Procedure upon approval |
| 8       | M/s GLS Aluminium Industries Pvt. Ltd. (12 MW)                                   | 29.01.2025<br>(Completed 08.04.2025)                       | 21.05.2025                             | 20.03.2026                             | 20.03.2026                                               | 9 months           | Pending - to be governed by amended Procedure upon approval |
| 9       | M/s GLS Films Industries Pvt. Ltd. (12 MW)                                       | 29.01.2025<br>(Completed 08.04.2025)                       | 21.05.2025                             | 20.03.2026                             | 20.03.2026                                               | 9 months           | Pending - to be governed by amended Procedure upon approval |
| 10      | M/s Clean Renewable Energy HR 1A Pvt. Ltd., Villages Jalana & Jagmalwali (50 MW) | 11.02.2025<br>(Completed 16.07.2025)                       | 14.08.2025                             | 13.09.2026                             | 19.08.2026                                               | 3 months           | Pending - to be governed by amended Procedure upon approval |

| Sr. No. | Name of Applicant/Generator (Capacity)                                 | Date of Application for Connectivity | Date of Approval of Connectivity | Tentative Completion Date | Date of Request for Extension | Extension Sought | Present Status                                              |
|---------|------------------------------------------------------------------------|--------------------------------------|----------------------------------|---------------------------|-------------------------------|------------------|-------------------------------------------------------------|
| 11      | M/s Truere Green Pvt. Ltd., Village Chilkani Dhab & Bhuratwala (50 MW) | 04.03.2025<br>(Completed 05.05.2025) | 14.08.2025                       | 13.09.2026                | 20.07.2026                    | 1 year           | Pending - to be governed by amended Procedure upon approval |
| 12      | M/s GLS Polyfilms Industries Pvt. Ltd. (12 MW)                         | 30.05.2025                           | 14.08.2025                       | 13.06.2026                | 25.05.2026                    | 9 months         | Pending - to be governed by amended Procedure upon approval |

- iv. That it is submitted that in the absence of any provision in the Procedure presently dealing with applications seeking extension of tentative completion time, the aforesaid applications could not be processed and disposed of by HVPNL. Accordingly, the matter was placed before the Whole Time Directors, HVPNL for approval of a draft Standard Operating Procedure/mechanism for dealing with such applications, and upon such approval, the present petition seeking amendment of Clause 10 of the Procedure came to be filed before this Hon'ble Commission.
- v. That in compliance with the direction at Sr. No. 3.3 of the Interim Order dated 07.09.2026, calling for details of the amendments proposed in the present petition including the revised timelines proposed, the Petitioner submits that the amendments proposed by HVPNL, by way of insertion of sub-clauses (d), (e) and (f) to Clause 10 of the Procedure, along with the format of Indemnity Bond-cum-Undertaking (Annexure-K), have already been set out at Sr. No. 6 and 7 of the petition, the contents of which are reproduced herein below for ready reference:

**“PROPOSED INSERTION IN CLAUSE 10 OF THE PROCEDURE**

*“(d) The applicant/Generator shall submit its request seeking extension of tentative completion time, duly recommended by Concerned CE/TS, HVPNL or CE/Operation, DISCOM, along with requisite documents clearly mentioning the following:*

- vi. **Period for which extension is sought;**
- vii. *Reasons due to which the project could not be completed in stipulated time period.*
- viii. *Steps being taken to ensure that the project shall be completed as per requested extension schedule.*
- ix. *Progress of evacuation system as on date of application.*
- x. *Requisite Documents:*
  - a. *The Connectivity BG validity duly extended as per revised completion period in line with Procedure.*

b. An Indemnity Bond on prescribed proforma (Annexure-K) to be furnished by the applicant seeking extension in tentative completion time (on non-judicial stamp paper of Rs. 100/- duly attested by Notary Public).

(e) Thereafter, the request of the applicant/Generator seeking extension in tentative completion time shall be submitted for consideration and approval of Whole Time Directors, HVPNL.

(f) The applicant seeking extension shall pay a non-refundable extension fee of 10% of total application fee per month, with a ceiling of twice the original fee."

vi. That, it is further submitted that the tentative time-line has already been approved by the Hon'ble Commission, which finds mention at Clause 10(c)(iii) of the Procedure, reproduced below for ready reference:

"iii. Tentative timelines for completion of transmission or distribution work shall be regulated as under:

| Sr. No. | Construction of evacuation system | Tentative time period (in months) |
|---------|-----------------------------------|-----------------------------------|
|         | Voltage wise                      |                                   |
| 1.      | 11 kV                             | 9                                 |
| 2.      | 33 kV                             | 9                                 |
| 3.      | 66 kV                             | 12                                |
| 4.      | 132 kV                            | 12                                |
| 5.      | 220 kV                            | 15                                |
| 6.      | 400 kV                            | 24                                |

In case any time-line for which further extension is sought is prescribed in the Procedure itself, it would dilute the intent of the time lines already approved and included in the procedure. Further, insofar as the timeline within which such requests for extension shall be decided, it is submitted that the Petitioner proposes that the approval with respect to the request of the applicant/Generator seeking extension in tentative completion time shall be accorded by HVPNL within 60 (sixty) working days, with the approval of the Whole Time Directors, HVPNL, of the receipt of a complete application along with the requisite documents.

vii. That the present reply/information is being filed bona fide, in compliance with the directions of this Hon'ble Commission and in the interest of justice.

viii. In view of the foregoing facts and circumstances, it is most respectfully prayed that this Hon'ble Commission may kindly be pleased to take the above submissions on record and the Petition filed by the Petitioner-HVPL may kindly be allowed, in the interest of justice.

**Public proceeding: -**

8. The public notice issued by the Commission was published in the following newspapers, with last date of filing objections as 22.09.2026: -

| Name            | Language | Date of publication | Date of public hearing |
|-----------------|----------|---------------------|------------------------|
| Hindustan Times | English  | 09.09.2026          | 29.09.2026             |
| Dainik Tribune  | Hindi    | 09.09.2026          | 29.09.2026             |

In response to the public notice, comments / objections were filed by stakeholder, has submitted as under: -

- a) M/s Clean Renewable Energy HR 1A Pvt. Limited
- b) M/s EVREN

- a) **The comments/objections filed by M/s Clean Renewable Energy HR 1A Pvt. Limited is briefly set out as under: -**

| Sr. No. | Proposed Clause                                                                                                                                                                                                                            | Proposed                                                                                                                                                                                                                 | Reasons                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|---------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.      | 10(d) The applicant/Generator shall submit its request seeking extension of tentative completion time, duly recommended by Concerned CE/TS, HVPL or CE/Operation, Discom, along with requisite documents clearly mentioning the following: | 10(d) The Applicant/Generator shall submit an application for extension of the Tentative Completion Time to the Chief Engineer (SO & Commercial), HVPL, along with requisite documents clearly mentioning the following: | It is submitted that the Applicant/Generator should be required to submit the application for extension of Tentative Completion Time, together with all requisite details and supporting documents, directly to the Nodal Officer. Nodal Officer may, if deemed necessary, obtain comments, consent, or recommendations from the concerned CE/TS, HVPL and/or CE/Operation, Discom during the evaluation of the request. This would establish a single-point application process and facilitate expeditious processing and approval of extension requests. |
| 2.      | <b>Clause 10(d) v b An indemnity Bond on prescribed proforma....</b><br>And<br>Clause 7 That the petitioner further submits that the following format of<br>.....                                                                          | <b>Deletion of Clause, No Requirement of Indemnity Bond</b>                                                                                                                                                              | As per the connectivity process, Applicants are required to furnish a Bank Guarantee of Rs 10 Lacs/MW at the time of submitting connectivity application. The BG is required to be kept valid until the project is commissioned. The BG covers                                                                                                                                                                                                                                                                                                             |

|    |                                    |                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|----|------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    |                                    |                                                                                                                                                                                                                                                                                                            | HVPNL against any potential financial risk due to failure to completion of connectivity work. Therefore, there is no need to submit additional indemnity bond. Furthermore, all project related works are being executed by the Applicant at its own cost and risk, and the entire financial burden is borne by the Applicant. In view of the above, the requirement of furnishing a separate Indemnity Bond appears to be redundant and may kindly be dispensed with. |
| 3. | <b>Insertion of new sub-clause</b> | “Upon receipt of an application for extension of timeline, complete in all respects along with the prescribed documents, the Nodal Agency shall examine the application and issue the approval/ rejection order within a period of thirty (30) days from the date of receipt of the complete application.” | It is submitted that a definite timeline should be prescribed for processing applications seeking extension of timelines. The approval of such applications should be communicated within thirty (30) days from the date of submission of the application, complete in all respects along with the requisite supporting documents.                                                                                                                                     |

**b) The comments/objections filed by M/s EVREN is briefly set out as under: -**

- i. We are the renewable energy development platform launched by Brookfield in India, with a portfolio of over 11 GW, including approximately 7 GW of solar, wind, and battery energy storage projects in advanced stages of implementation.
- ii. This has reference to Petition No. 47 of 2026 filed by HVPNL under Section 39(2)(d) and Section 40(c) of the Electricity Act, 2003 read with Regulations 4, 6 and 11 to 13 of the Haryana Electricity Regulatory Commission (Green Energy Open Access) Regulations, 2023, seeking approval of the Hon'ble Commission for amendment to Clause 10 of the Procedure for Grant of Connectivity and Green Energy Open Access in the State of Haryana. The proposed amendment seeks to introduce a framework for granting extensions to the tentative timelines prescribed for completion of evacuation infrastructure, including dedicated transmission lines and/or associated bay works at the licensee's substation, subject to fulfilment of specified conditions, including submission of requisite documents and an Indemnity Bond-cum-Undertaking by applicants undertaking such works themselves.
- iii. The petition notes that circumstances may arise where connectivity grantees are unable to complete the evacuation infrastructure within the prescribed timelines and, accordingly, proposes a mechanism for seeking extension of the tentative completion period. Under the proposed framework, applicants would be required to furnish details

regarding the period of extension sought, reasons for delay, progress achieved, and steps being taken towards completion of the project, along with supporting documents including extension of the validity of the Connectivity Bank Guarantee and an Indemnity Bond-cum-Undertaking in the prescribed format. The extension request would be subject to consideration and approval by the Whole Time Directors of HVPNL, along with payment of a non-refundable extension fee of 10% of the application fee per month, subject to a ceiling of twice the original application fee.

#### **PROPOSED INSERTION IN CLAUSE 10 OF THE PROCEDURE**

- (d) The applicant/Generator shall submit its request seeking extension of tentative completion time, duly recommended by Concerned CE/TS, HVPNL or CE/Operation, DISCOM, along with requisite documents clearly mentioning the following:*
- i. Period for which extension is sought;*
  - ii. Reasons due to which the project could not be completed in stipulated time period.*
  - iii. Steps being taken to ensure that the project shall be completed as per requested extension schedule.*
  - iv. Progress of evacuation system as on date of application.*
  - v. Requisite Documents:*
    - a. The Connectivity BG validity duly extended as per revised completion period in line with Procedure.*
    - b. An Indemnity Bond on prescribed proforma (Annexure-K) to be furnished by the applicant seeking extension in tentative completion time (on non-judicial stamp paper of Rs. 100/- duly attested by Notary Public).*
- (e) Thereafter, the request of the applicant/Generator seeking extension in tentative completion time shall be submitted for consideration and approval of Whole Time Directors, HVPNL.*
- (f) The applicant seeking extension shall pay a non-refundable extension fee of 10% of total application fee per month, with a ceiling of twice the original fee.*

Further several renewable energy developers have sought impleadment in the proceedings on account of the direct impact that the proposed amendment would have on their projects. These developers have already submitted that their applications seeking extension of construction timelines and have requested that their cases be considered by the Hon'ble Commission while deciding the present petition. They have also emphasized that the delays being experienced are primarily due to circumstances beyond their control and therefore warrant appropriate relief.

- iv. In view of the above, we respectfully request the Hon'ble Commission to:
- a) Approve the proposed amendment to Clause 10, after duly considering the comments and concerns of affected stakeholders.
  - b) Provide appropriate relief to projects that have experienced genuine and unavoidable delays arising from circumstances beyond the control of project developers, including by considering pending requests for extension of construction timelines on their merits.

### **Commission's Analysis and Order**

9. The case was finally heard on 29.09.2026 in the court room of the Commission. During the course of the proceedings, the Petitioner as well as the respondents primarily reiterated the averments and submissions set out in its Petition/reply/Comments, which for the sake of brevity are not reproduced herein but shall be read as part of the record.
10. At the outset, the Commission notes that various applications seeking impleadment/comments have been filed by the concerned renewable energy developers/stakeholders, raising issues with regard to the proposed amendment to Clause 10 of the Procedure for Grant of Connectivity and Green Energy Open Access. The Petitioner-HVPNL has filed replies to the said applications/comments. It is observed that the replies filed by HVPNL contain substantially similar and common submissions/objections in respect of the issues raised therein. Accordingly, for the sake of brevity and to avoid repetition, the contents of the said replies are not being reproduced separately in this Order. The submissions made therein, however, have been duly considered by the Commission along with the other material available on record.
11. The Commission observes that the existing Clause 10(c)(iii) of the approved Procedure prescribes tentative timelines for completion of transmission/distribution works by the applicant under self-execution. However, the existing Procedure does not provide a detailed and uniform mechanism for consideration and disposal of requests seeking extension of such tentative completion timelines. The practical difficulty arising from such absence of a prescribed mechanism has also been brought on record by HVPNL. The proposed amendment is intended to address this regulatory and procedural gap.
12. The Commission further observes that the proposed mechanism requires the applicant seeking extension to furnish the period for which extension is sought, reasons for delay, steps proposed for completion of the work, progress of the evacuation system and supporting documents, including extension of the Connectivity Bank Guarantee

and an Indemnity Bond-cum-Undertaking. The proposal also provides for consideration of the request by the Whole Time Directors of HVPNL and payment of a non-refundable extension fee, subject to the prescribed ceiling.

13. The Commission is of the view that prescribing a structured mechanism for consideration of requests for extension of tentative completion timelines would bring uniformity and transparency in dealing with such requests and would also ensure that the interests of the transmission/distribution licensees and other concerned entities are adequately safeguarded. At the same time, the extension mechanism shall not be construed as conferring any automatic or vested right upon an applicant to obtain an extension. Each request shall be considered on its own facts and merits in accordance with the amended Procedure.
14. The Commission has also considered the comments/objections of the stakeholders regarding the proposed amendment, including the requirement of an Indemnity Bond, the extension fee and the manner of processing of pending requests. The Commission finds that the safeguards proposed by HVPNL are intended to ensure accountability on the part of an applicant seeking additional time for completion of the evacuation system and to protect against possible financial and operational consequences arising from such extension.
15. The Commission observes that the scope of the present petition is confined to the proposed amendment to Clause 10 of the Procedure for Grant of Connectivity and Green Energy Open Access in the State of Haryana. Accordingly, comments were invited only in respect of the said Clause. It is further pertinent to note that the present proceedings were not initiated as a clarification petition in respect of the principal Regulations or the procedure framed thereunder, pursuant to the petition filed by HVPNL. Accordingly, the issues referred to in the preceding paragraphs, in respect of which no amendment has been proposed in the present petition, are required to be considered in accordance with the provisions of the HERC (Green Energy Open Access) Regulations, 2023, read with the procedures approved thereunder, and therefore do not fall within the scope of the present proceedings. Accordingly, the Commission has confined its consideration in the present proceedings to the comments received in respect of Clause 10 of the Procedure for Grant of Connectivity and Green Energy Open Access in the State of Haryana. However, the Petitioner is at liberty to file a separate petition seeking relaxation, clarification or amendment of any other provision of the HERC (Green Energy Open Access) Regulations, 2023 and/or the procedures framed thereunder, as may be considered
16. Accordingly, upon consideration of the submissions made by the Petitioner, the Respondents and the Intervenors, the Commission hereby amends Clause 10 of the

Procedure for Grant of Connectivity and Green Energy Open Access in the State of Haryana by inserting sub-clauses (v), (vi), (vii) and (viii) under sub-clause (c) of Clause 10, as set out below:-

*“10 (c) (v): In case of non-commencement of work or non-execution of project within stipulated time period, the Applicant/Generator may submit an application for extension of the Tentative Completion Time to the Chief Engineer (SO & Commercial), HVPNL, along with requisite documents clearly mentioning the following:*

- i. Period for which extension is sought;*
- ii. Reasons due to which the project could not be completed in stipulated time period.*
- iii. Steps being taken to ensure that the project shall be completed as per requested extension schedule.*
- iv. Progress of evacuation system as on date of application.*
- v. Requisite Documents:*  
*The Connectivity BG validity duly extended as per revised completion period in line with Procedure.*

*10 (c) (vi) The applicant seeking extension shall pay a non-refundable extension fee of 10% of total application fee per month, with a ceiling of twice the original fee.*

*10 (c) (vii) Chief Engineer (SO & Commercial), HVPNL, shall ensure the completion of application in all respects within seven working days of receipt of the same. Further, the approval/ rejection order on the application for time extension shall be intimated within a period of thirty (30) working days thereafter; failing which the application shall be deemed to have been approved and the connectivity shall be deemed to have been extended as sought in the application.*

*10 (d) (viii) The timelines can be further extended upto a maximum period of days mentioned in the original timelines. However, extension of timelines shall be granted to all the applications pending as on date.”*

17. The Commission further clarifies that approval of the proposed amendment to the Procedure shall not, by itself, amount to approval of any individual application for extension of the tentative completion timeline. All pending and future applications shall be considered by the competent authority in accordance with the amended Procedure, on the basis of the facts, progress of the project, reasons for delay, compliance with the prescribed requirements and other relevant considerations.
18. HVPNL shall give effect to the aforesaid amendment in accordance with this Order and shall process the pending as well as future requests for extension of tentative completion timelines strictly in accordance with the amended Procedure.

19. The present petition along with IAs filed in the matter are disposed of in terms of the above order.

This order is signed, dated and issued by the Haryana Electricity Regulatory Commission on 12.10.2026.

**Date:12.10.2026**  
**Place: Panchkula**

**Sd/-**  
**(Shiv Kumar)**  
**Member**

**Sd/-**  
**(Mukesh Garg)**  
**Officiating Chairman**

HERC