

**BEFORE THE GUJARAT ELECTRICITY REGULATORY COMMISSION
GANDHINAGAR**

Petition No. 2460 of 2025.

In the Matter of:

Petition under Section 86 (1) (b), (e), (f) and (k) of the Electricity Act, 2003, read with Article 8 of the PPA dated 15.12.2022 executed between M/s. Martial Solren Pvt. Ltd. and GUVNL for supply of 200 MW Solar Power from its Solar PV power plant in the State of Gujarat seeking inter alia extension of the Scheduled Commercial Operation date on account of certain Force Majeure events affecting the project implementing and thereby passing appropriate Order (s) / Direction(s) in this regard to the extent prayed by the Petitioner herein.

Along with

IA No. 24 of 2025 in Petition No. 2460 of 2025.

In the matter of:

Application under Section 94 (2) of the Electricity Act, 2003 and under Rule 26 of the GERC (Conduct of Business) Regulations, 2004 seeking urgent directions in the Petition

Petitioner : Martial Solren Private Limited.

Represented By : Ld. Adv. Rajesh Sanjanwala along with
Adv. Mr. Nitish Gupta and Adv. Ms. Nipun Sharma

V/s.

Respondent : Gujarat Urja Vikas Nigam Limited

Represented By : Ld. Adv. Utkarsh Singh along with
Mr. K.N Brahmbhatt

CORAM:

**Mehul M. Gandhi, Member
S. R. Pandey, Member**

Date: 29/07/2025.

DAILY ORDER

1. The present matter was kept for hearing on 24.07.2025.
2. At the outset, Ld. Adv. Mr. Rashesh Sanjanwala appearing on behalf of the Applicant/Petitioner submitted that the Respondent is claiming Rs. 9 Crore as liquidated damages and the Applicant / Petitioner is claiming to receive approx. Rs. 13 Crore from the Respondent on account of various invoices since February 2025 against supply of energy from the solar power plant. He further submitted that the Respondent is having sufficient/ adequate securities. The Applicant / Petitioner is agreed to adjustment of amount by the Respondent from the amount receivable by them the amount subject to all their rights and contentions without prejudice.
3. Ld. Adv. Mr. Utkarsh Singh appearing on behalf of the Respondent GUVNL submitted that the Respondent agreed for adjustment of liquidated damages with unpaid invoices as per the provisions of the PPA and the Respondent is in the process of the same.
4. Ld. Adv. for the Applicant/Petitioner submitted that the Petitioner has operationalized 150 MW solar power project and has been supplying energy to GUVNL in proportion to the commissioned capacity. He submitted that 50 MW of solar power project was Commissioned on 06.02.2025 in line with the SCOD as stipulated in the PPA, followed by an additional 50 MW of solar power project on 13.05.2025 and another 50 MW of solar power project on 04.07.2025. The balance capacity of 50 MW of solar power project is yet to be commissioned and is expected to be commissioned by 06.08.2025, subject to the occurrence or continuation of Force Majeure Events.
5. He further submitted that the Applicant/ Petitioner is now not required to extend the Bank Guarantee as the Applicant / Petitioner and the Respondent have agreed to adjust Rs. 9 crore amount claimed by the Respondent from Rs.13

Crore amount of unpaid invoices by the Respondent subject to outcome of the present Petition. He further submitted that the Applicant/ Petitioner is expecting to commission the balance capacity of 50 MW of solar power project by 06.08.2025 but in case the Applicant/ Petitioner is not able to Commission by 06.08.2025 the remaining capacity of project should not be terminated, subject to final outcome of the matter. He further requested the Commission for grant of permission to file Additional affidavit in the main Petition. He requested to consider the status of the project on or before 06.08.2025 which is outer limit of commissioning of project (i.e. SCOD plus 6 months).

6. Heard the parties. We note that the Respondent is claiming Rs. 9 Crore as liquidated damages for not commissioning of project as per SCOD and the Applicant / Petitioner is claiming to receive approx. Rs. 13 Crore from the Respondent on account of various unpaid invoices for energy supplied from solar power plant of Petitioner since February 2025. Both i.e. the Applicant/ Petitioner and Respondent, have agreed for the adjustment of the liquidated damages amount from invoices of supply of power subject to their rights and contentions without prejudice. We further note that Applicant/ Petitioner is expecting to commission the remaining 50 MW of solar power project by 06.08.2025.
7. On combined request of the Applicant/Petitioner and the Respondent the next date of hearing is kept on 05.08.2025.
8. Order accordingly.

Sd/-
[S. R. Pandey]
Member

Sd/-
[Mehul M. Gandhi]
Member

Place: Gandhinagar.

Date: 29/07/2025.