Before

UTTARAKHAND ELECTRICITY REGULATORY COMMISSION

Petition No.: 75 of 2026

In the matter of:

Petition seeking appropriate directions for resolution of post-PPA power evacuation constraints, grant of time extension, approval of alternate evacuation arrangement, and consequential regulatory reliefs in respect of a 4 MW Solar Power Project at Dharasu, Uttarakhand.

In the matter of:

M/s Dwarka Fidato Renewables Pvt. Ltd. …Petitioner

AND

UJVN Ltd.

Uttarakhand Power Corporation Limited …Respondents

CORAM

Shri M.L. Prasad	**Chairman**
Shri Anurag Sharma	**Member (Law)**
Shri Prabhat Kishor Dimri	**Member (Technical)**

Date of Hearing: June 02, 2026

Date of Order: September 29, 2026

This Order relates to the Petition received on 18.02.2026 from M/s Dwarka Findato Renewable Pvt. Ltd. seeking appropriate directions for resolution of post-PPA power evacuation constraints, grant of time extension, approval of alternate evacuation arrangement, and consequential regulatory reliefs in respect of a 4 MW Solar Power Project at Dharasu, Uttarakhand under Section 86(1)(b), 86(1)(e), 86(1)(f) of the Electricity Act, 2003 and Section 37 of the Contract Act, 1872.

1. Background

1.1 UJVN Ltd. had invited bids for development of a 4 MW Solar Power Project at Dharasu Power House, Chinyalisaur, District Uttarkashi, (hereinafter referred to as "the project") on UJVN Ltd.-owned land, on a Build, Own, Operate and Transfer (BOOT) basis. Pursuant to the competitive bidding process, the Petitioner emerged as the successful bidder, and UJVN Ltd. issued the Letter of Intent (LoI) dated 17.02.2024 in its favour.

1.2 Prior to issuance of the LoI, a joint survey was conducted by UJVN Ltd. alongwith the Forest Department on 12.01.2024, during which certain trees were identified in the proposed project area. Approximately 1 MW portion of the project area was found to fall within the said patch on which clarification and resolution from the Forest Department/UJVN Ltd. is still awaited.

1.3 Subsequently, UPCL filed a Petition before the Commission seeking approval of the Power Purchase Agreement (PPA) proposed to be executed with the Petitioner. The Commission, vide its Order dated 16.05.2024, approved the draft PPA with certain modifications. Thereafter, the PPA was executed between the Petitioner and UJVN Ltd. on 29.08.2024 with a scheduled commercial operation (SCoD) date of 30.11.2025.

1.4 M/s Dwarkwa Fidato Renewable Pvt. Ltd. approached the Commission vide letter received on 18.11.2025 requesting the Commission to allow additional 6 months for allotted 4 MW Dharasu Solar Project stating that the forest clearance was pending and the TFR was also put on hold.

In the matter, the Commission vide letter dated 30.12.2025 informed the developer that a remedy can be sought in accordance with the provisions of the Electricity Act, 2003 and UERC (Conduct of Business) Regulations, 2014 only. Accordingly, the present Petition has been filed by M/s Dwarka Fidato Renewable Pvt. Ltd.

2. Petitioner's Submission

2.1 M/s Dwarka Fidato Renewable Pvt. Ltd. (hereinafter referred to as "The Petitioner"), submitted that UJVN Ltd. had invited bids for development of the project, on land owned by UJVN Ltd., on a BOOT (Build, Own, Operate and Transfer) basis, under Tender.

2.2 The Petitioner submitted that prior to issuance of the said tender, UPCL had issued a Technical Feasibility Report (TFR) dated 25.08.2023 certifying feasibility of evacuation of power from the proposed project, and that the said TFR formed the sole technical basis for issuance of the tender. The Petitioner submitted that, pursuant to the competitive bidding process, it emerged as the successful bidder, and a LOI dated 17.02.2024 was issued in its favour. It was further submitted that a joint survey with the Forest Department was conducted by UJVN Ltd. on 12.01.2024, in which certain trees were identified and approximately 1 MW of the project area was found to fall within the affected patch; clarification/resolution in this regard from the Forest Department/UJVN Ltd. was still awaited, and the Petitioner submitted that this was not attributable to any act or omission on its part.

2.3 The Petitioner submitted that, upon completion of tender formalities, a PPA was executed between the Petitioner and UJVN Ltd. on 29.08.2024. According to the Petitioner, relying upon the PPA, the LoI and the TFR dated 25.08.2023, it proceeded with project planning and layout finalisation, and with financial structuring and lender engagement. The Petitioner submitted that, since the project land belonged to UJVN Ltd., the Land Right of Use Agreement, stated to be a prerequisite for financial closure and physical execution, was issued to the Petitioner only on 17.02.2025, causing substantial delay stated to be beyond the Petitioner's control. It was further submitted that, on account of this delay, critical activities such as bank due diligence and financial closure, preparation of detailed project layout, and commencement of on-site execution planning were also delayed.

2.4 The Petitioner submitted that, after execution of the Land Right of Use Agreement, a detailed project layout was prepared and shared with UJVN Ltd. Bhoomi Pujan of the project site was thereafter performed and land-levelling work commenced, which had progressed to approximately 40% completion. The Petitioner submitted that UPCL, by letter dated 15.04.2025 addressed to the Managing Director, UJVN Ltd., stated that power evacuation from the project was not possible at present and that a new 33/132/220 kV substation would be required, and further stated that, in the interim period, multiple 200 kW solar projects under MSSY had been granted TFRs in the same area, resulting in evacuation capacity constraints.

2.5 The Petitioner submitted that, upon becoming aware of the aforesaid position, it addressed a communication dated 20.05.2025 to the Executive Engineer (Solar), UJVN Ltd., seeking clarification regarding the feasibility and assurance of the evacuation arrangement. However, no response was received from UJVN Ltd. The Petitioner further submitted that it subsequently addressed communications to UJVN Ltd., apprising it that approximately 40% of the land-clearing and levelling work had been completed, the financial closure of the project was at an advanced stage, and the evacuation arrangement continued to remain uncertain. It was further submitted that the uncertainty regarding evacuation, coupled with the pending clearance of the Forest Department in respect of the identified patch, was likely to delay commissioning of the project. The Petitioner thereafter addressed another communication dated 26.11.2025 seeking confirmation and clarification regarding the evacuation arrangement. According to the Petitioner, no response or clarification was furnished by UJVN Ltd. in respect of any of the aforesaid communications.

The Petitioner submitted that, as the scheduled commissioning date was fast approaching without any clarification, confirmation or assistance from UJVN Ltd. on the evacuation issue, it was constrained to address a representation dated 17.11.2025 to the Commission, setting out the aforesaid facts and seeking extension of time, pursuant to which the Commission advised the Petitioner to file a petition for adjudication of the matter.

2.6 The Petitioner submitted that it made every possible and sincere effort to implement the project, and that the delay was not on account of any inaction or negligence on its part but occurred despite its persistent, bona fide and diligent efforts; the Petitioner submitted that the delay is solely attributable to the inaction of UJVN Ltd.

2.7 The Petitioner submitted that it was rendered incapable of commissioning the project solely on account of the failure of UJVN Ltd. to ensure or provide any evacuation arrangement or grid connectivity, despite the project having been tendered and awarded on the basis of a TFR indicating availability of evacuation; and that the cause of action is continuing and recurring in nature since the evacuation issue remains unresolved.

2.8 The Petitioner contended that, relying upon the TFR, LoI and PPA, it had substantially altered its position by making significant financial investments, mobilising resources,

undertaking land development and equipment-related activities, and arranging project financing. It was further contended that, after execution of the PPA, the Respondents, for the first time, sought to resile from the earlier position regarding the feasibility of evacuation. According to the Petitioner, such reversal after execution of the PPA defeats its legitimate expectation that the representations and assurances contained in the TFR and LOI would be honoured.

2.9 The Petitioner further contended that UJVN Ltd., having induced it to enter into the PPA and undertake substantial financial and other obligations on the basis of clear and unequivocal assurances regarding evacuation, is estopped by the doctrine of promissory estoppel from withdrawing or acting contrary to such assurances to the Petitioner's prejudice. The Petitioner submitted that the conduct of the Respondents in this regard is arbitrary and unreasonable and contrary to Article 14 of the Constitution of India and the settled principles of administrative fairness.

The Petitioner contended that there has been a regulatory failure arising from lack of coordination between UPCL and UJVN Ltd; that the TFR issued by UPCL, which formed the foundation of the bidding process, LoI and PPA, did not prescribe any deadline or timeline for commissioning and was not made contingent upon any time-bound condition or periodic review; and that, in the absence of such stipulation, UPCL could not unilaterally withdraw or nullify the technical feasibility after execution of the PPA without first ascertaining the status and progress of the Petitioner's project before granting feasibility to other projects.

2.10 The Petitioner contended that the evacuation constraints and land-related delays constitute events akin to force majeure, being circumstances wholly beyond its control and not attributable to any act, omission or negligence on its part, notwithstanding its continuous and proactive efforts and due diligence.

2.11 The Petitioner contended that, by failing to provide adequate evacuation arrangements and/or by withdrawing the evacuation arrangement earlier granted, UJVN Ltd. has failed to perform its material obligations and is in default of Clauses 21.2(c) and 21.2(d) of the PPA; and that, in the absence of any remedial action by UJVN Ltd. despite repeated correspondence, the Petitioner approached the Commission as per the provisions of PPA.

2.12 The Petitioner submitted that the actions of UJVN Ltd. constitute a breach of its statutory

and contractual obligations under the Indian Contract Act, 1872. The Petitioner contended that the TFR dated 25.08.2023 constituted a material representation that induced it to participate in the tender process and that any subsequent denial or dilution of the evacuation feasibility amounts to a breach of the implied contractual terms. The Petitioner further submitted that UJVN Ltd.'s failure to take a decision or provide the requisite clearance, despite UPCL's denial of evacuation feasibility and the Petitioner's repeated representations, constitutes a breach of its obligations under Section 37 of the Indian Contract Act, 1872. It was further contended that UJVN Ltd.'s conduct has prevented the Petitioner from performing its reciprocal obligations, thereby attracting Section 54 of the said Act. The Petitioner submitted that, in the event the project is unable to progress on account of such breach, it would be entitled to claim compensation under Section 73 of the Indian Contract Act, 1872.

2.13 The Petitioner submitted that the Uttarakhand State Solar Policy, 2023 sets an ambitious target of approximately 2,500 MW of solar power capacity and contended that rendering the subject 4 MW project unviable would cause serious prejudice to the Petitioner and run contrary to the objectives of the said Policy. The Petitioner further submitted that the tariff discovered under the subject scheme is substantially lower than the tariffs prevailing under other contemporaneous solar schemes, and, therefore, discontinuation of the project would also undermine the benefits associated with the competitively discovered tariff.

The Petitioner further submitted that India has set a national target of 500 GW of non-fossil fuel-based energy capacity by 2030, including 280 GW of solar capacity, and that State-level renewable energy projects form an important part of achieving these broader renewable energy objectives. In this context, the Petitioner contended that cancellation or non-implementation of the subject project would be contrary to the renewable energy objectives of the State and the country.

2.14 The Petitioner submitted that it had identified a viable alternative evacuation arrangement to address the prevailing evacuation constraints, subject to the concurrence of UPCL and UJVN Ltd. and limited amendments to the PPA. The Petitioner explained that the existing arrangement at Dharasu Power House includes a 5 MVA, 220/11 kV auxiliary transformer supplying the Power House and colony loads through an 11 kV

busbar, with the maximum auxiliary load generally remaining below 1 MW, leaving sufficient capacity on the transformer.

Since UPCL had denied feasibility for interconnection with the 33 kV Tiloth line contemplated under the PPA, the Petitioner proposed evacuation at the 11 kV level through a dedicated and electrically independent feeder connected to the existing 11 kV busbar at the Diesel Power House/Control Panel, with separate protection and metering. The Petitioner submitted that the arrangement would primarily offset the auxiliary consumption of Dharasu Power House, with surplus power flowing upstream subject to system conditions and necessary approvals.

The Petitioner further submitted that separate ABT/special energy meters would ensure proper energy accounting and that, based on historical load data and discussions with UJVN Ltd. officials, the existing transformer and 11 kV system had adequate capacity to accommodate the proposed arrangement. According to the Petitioner, the proposal would require only suitable protection upgrades, if necessary, and no major transmission infrastructure, making it a faster and more economical evacuation solution.

2.15 The Petitioner submitted that it has incurred a total expenditure of Rs. 1.53 Crore towards development of the project, comprising Bank Guarantee to UJVN Ltd., advance booking of module & structure, land survey & land development and initial designing of the project. The Petitioner submitted that, if the project is not carried forward, it would be left in financial difficulty.

2.16 The Petitioner, accordingly, made following prayers before the Commission:

(i) admit and allow the Petition;

(ii) grant an extension of time of at least one (1) year for commissioning of the Petitioner's 4 MW solar power project, reckoned from the date of issuance of a fresh/revised TFR or from the date of finalisation and approval of a viable evacuation arrangement, whichever is later;

(iii) grant any one of the following alternative reliefs, as the Commission may deem fit:

(a) approve evacuation of the Petitioner's 4 MW solar power at the 11 kV level through UJVN Ltd's existing auxiliary transmission system at Dharasu, with

appropriate regulatory directions to UPCL and UJVN Ltd. for implementation; or

(b) direct UPCL to issue a fresh/revised TFR at Dharasu, consistent with an evacuation arrangement approved/permitted by the Commission; or

(c) direct the Respondents to change the project location where feasibility can be granted, keeping the project capacity and intent unchanged, together with issuance of a fresh TFR; or

(d) direct UJVN Ltd. to refund the earnest money/Bank Guarantee of Rs. 40 Lakh furnished by the Petitioner, and to refund the expenditure incurred by the Petitioner towards the development of the said project, along with interest at such rate as the Commission may deem fit, from the respective dates of payment till actual realisation;

(iv) pass such other and further order(s) as the Commission may deem fit and proper in the facts and circumstances of the case and in the interest of justice; and

(v) by way of interim relief, pass any such other order(s) and/or direction(s) as the Commission may deem fit and proper in the interest of justice, keeping in view the facts and circumstances of the case.

3. Respondents' Submissions

3.1 The Commission fixed the matter for hearing on 02.06.2026 on the admissibility of the Review Petition and forwarded a copy of the Petition to UPCL and UJVN Ltd. for filing their comments. In compliance thereof, UPCL and UJVN Ltd. submitted their comments vide letter dated 13.05.2026 and 22.05.2026 respectively. Further, UJVN Ltd. vide its separate letter dated 22.05.2026 has also submitted its comments on the submission made by UPCL on the Petition. The submissions made by UPCL and UJVN Ltd. have been dealt with in the subsequent paragraphs of this Order.

3.2 UPCL vide its submission dated 13.05.2026 submitted that the present Petition has been filed by the Petitioner seeking time for commissioning of the 4 MW Solar PV Project at Dharasu Power House, Chinyalisaur, District Uttarkashi, along with consequential

directions concerning evacuation arrangements, technical feasibility and compensation. UPCL contended that, to the extent the Petition seeks reconsideration of issues already examined by the Commission and directions contrary to the existing regulatory and contractual framework, the Petition is not maintainable in its present form.

UPCL submitted that it had earlier filed Petitions under Section 86(1)(b) of the Electricity Act, 2003 seeking approval of draft PPAs for procurement of power from various Canal Bank and Ground Mounted Solar PV Projects of UJVN Ltd., including the subject project. The Commission, vide its Order dated 16.05.2024, examined and approved the draft PPAs, subject to the observations and modifications recorded therein, and directed UPCL to execute the PPAs with UJVN Ltd. after incorporating the necessary corrections/modifications.

UPCL further submitted that, while approving the draft PPA, the Commission specifically considered the implementation timeline and observed that, as per the RfP, the SCoD was twelve months from the date of signing of the PPA. The Commission, accordingly, directed UPCL to consider the expected date of commercial operation having regard to the completion period specified in the respective RfP. UPCL submitted that, consequently, the SCoD and implementation timeline had already been considered by the Commission in the context of the applicable RfP conditions.

3.3 UPCL submitted that the issues relating to delayed commissioning and implementation of solar projects undertaken by UJVN Ltd. were subsequently considered by the Commission in proceedings culminating in the Order dated 06.11.2025. In the said Order, the Commission considered the submissions of the concerned stakeholders on various implementation issues and dealt, inter alia, with delayed commissioning and consequential amendment of PPAs.

3.4 UPCL submitted that the present Petition seeks to reopen and reconsider issues that had already been considered by the Commission in the proceedings culminating in the Order dated 06.11.2025. In this regard, UPCL referred to Para 3.5 of the said Order, wherein the status of the subject project was recorded as "Under Execution", and the issue of evacuation constraints was also noted. UPCL contended that the aforesaid

observations indicate that the project status and evacuation-related issues now sought to be raised by the Petitioner had already been taken into consideration by the Commission in the earlier proceedings.

3.5 UPCL submitted that the TFR was issued in good faith on the basis of the prevailing network conditions at the relevant time. However, due to subsequent developments and grid-related constraints, UPCL had communicated the revised position to UJVN Ltd. vide its letter dated 15.04.2025.

3.6 In view of the aforesaid facts and circumstances, UPCL submitted that, to the extent the present Petition seeks reconsideration or re-adjudication of issues already examined by the Commission, the Petition is not maintainable.

3.7 UJVN Ltd., in response to the Petition, vide its submission dated 22.05.2026 submitted that the Petition deserves to be dismissed *in limine* as wholly premature, misconceived, and suffering from inconsistent and mutually destructive reliefs, and is thus non-maintainable.

3.8 UJVN Ltd. submitted that, in terms of the PPA dated 29.08.2024 executed between the Petitioner and UJVN Ltd., the project was to be commissioned within 18 months from the date of start/PPA, whichever is earlier; since the date of start (19.06.2024) was earlier than the date of the PPA, the plant had to be commissioned by December 2025. UJVN Ltd. submitted that the Petitioner, being aware of the SCoD as December 2025, ought to have continued with development of the project and approached the Commission only if it faced evacuation constraints after completion of the project resulting in loss of generation; that, at present, the Petitioner is not facing any hardship in development of the plant; and that the evacuation process is the end part/process, relevant only once the plant has been set up.

3.9 UJVN Ltd. submitted that the entire basis of the present Petition is the alleged post-PPA evacuation constraint, which, according to the Petitioner, resulted in the project not being commissioned by the scheduled date of 18.12.2025. However, UJVN Ltd. pointed out that, as stated by the Petitioner itself, the project has not yet been commissioned and remains at a pre-construction stage. UJVN Ltd. submitted that the

Petitioner has admittedly not completed bank due diligence or financial closure; only approximately 40% of the land-clearing and levelling work has been completed; no solar modules, structures or balance-of-system equipment have been installed at the site; and there has been no synchronisation, trial run or injection of power into the licensee's grid.

3.10 UJVN Ltd. submitted that the "Date of Commercial Operation" of a Solar PV plant is statutorily defined under Regulation 3(1)(xvi) of the UERC (Tariff and Other Terms for Supply of Electricity from Renewable Energy Sources and Non-Fossil Fuel Based Co-generating Stations) Regulations, 2023 ("RE Regulations, 2023") as the date of first injection of power into the licensee's grid after completion of the project in all respects, subject to installation of the energy meter, project completion report by UREDA, Clearance Certificate by the Electrical Inspector, and demonstration of 75% Performance Ratio, the same definition being incorporated in Clause 1.3 of the PPA, and that none of these pre-requisites stands fulfilled. UJVN Ltd. further submitted that the Petitioner has not reached the threshold of being a "generating station" within the meaning of Regulation 2(1) of the RE Regulations, 2023, which applies to RE-based generating stations "commissioned after coming into effect of these Regulations," and that until CoD is achieved, the Petitioner is, at best, a project proponent at the development stage.

3.11 UJVN Ltd. submitted that, consequently, none of the regulatory reliefs sought by the Petitioner, whether extension of time, approval of an alternative evacuation arrangement, or refund of the earnest money and project expenditure, could arise from a cause of action that had not yet accrued. UJVN Ltd. further submitted that the Petition was therefore premature, being founded on a future or anticipated grievance.

3.12 UJVN Ltd. submitted that the Petitioner has referred to "events akin to force majeure" and, by implication, sought to invoke the doctrine of frustration under Section 56 of the Indian Contract Act, 1872, in support of its claim for refund of the earnest money and project expenditure. UJVN Ltd. contended that such reliance was misconceived, as frustration presupposes a supervening impossibility arising after the contract is entered into, and not an anticipated impossibility based on a contingency that has not

yet materialised.

UJVN Ltd. submitted that the alleged evacuation constraint arose from UPCL's letter dated 15.04.2025, by which time the Petitioner had neither commissioned the project nor was in a position to inject power into the grid. Consequently, according to UJVN Ltd., there was no actual impediment to the evacuation of power and, therefore, no occasion for frustration of the contract. UJVN Ltd. further submitted that reliance on the said letter was misplaced, as the letter was a general communication concerning evacuation issues in Uttarkashi and the measures required under the MSSY Scheme, and did not specifically refer to the Petitioner's 4 MW project or the SDO's communication dated 05.04.2025.

Accordingly, UJVN Ltd. submitted that the plea of frustration was not available to the Petitioner, and that a claim for refund based on a future or anticipated contingency could not be sustained in law.

3.13 UJVN Ltd. submitted that even treating the Petitioner's case as one of force majeure, the Petitioner failed to invoke the prescribed contractual and regulatory procedure: Clause 26.2 of the PPA requires the party invoking that clause to give written notice explaining the circumstances within seven days, which was never served. The proviso to Regulation 15(7) of the RE Regulations, 2023 requires intimation to the Commission and Distribution Licensee within seven days of occurrence of a force majeure event resulting in shutdown of the plant, which was not filed, and the Petitioner's correspondence dated 20.05.2025, 30.09.2025 and 26.11.2025 are mere requests for clarification, not force majeure notices under Clause 26 of the PPA or Regulation 15(7) of the RE Regulations, 2023. UJVN Ltd. submitted that, having failed to follow the prescribed procedure, the Petitioner cannot invoke force majeure to claim refund and termination reliefs through the present Petition.

3.14 UJVN Ltd. submitted that the reliefs sought by the Petitioner are internally inconsistent and mutually contradictory. It was submitted that the Petitioner's prayer seeking extension of one year, proceeds on the premise that the PPA remains subsisting and is to be performed. Similarly, seeking an alternative evacuation arrangement or a fresh TFR, are predicated upon continuation of the contractual relationship. On the other

hand, prayer seeking relocation of the project, would effectively require alteration of the PPA in respect of the project site, scope and the underlying tender arrangement. The prayer seeking refund of the earnest money and project investment along with interest, proceeds on the premise that the PPA is to cease or be terminated.

UJVN Ltd. therefore submitted that the Petitioner cannot "approbate and reprobate" by simultaneously seeking continuation of the PPA and, in the alternative, its termination along with restitution of the amounts claimed. On this basis, UJVN Ltd. contended that the Petition is liable to be dismissed.

3.15 UJVN Ltd. submitted that Clause 23 of the PPA provides a mandatory, tiered dispute-resolution mechanism, compliance with which is a pre-condition to approaching the Commission. Under Clause 23(a), the dispute is required to be initiated by a written notice from the authorised representative of the Petitioner to the Executive Engineer (Solar), UJVN Ltd., with a copy to the Superintending Engineer, EDC, Tehri/the UPCL official designated by the Nigam, setting out the nature and material particulars of the dispute and the relief sought. Clause 23(b) provides for a personal meeting within 15 days of receipt of such notice, while Clause 23(c) requires escalation of the unresolved dispute to the General Manager (Commercial), UJVN Ltd. and the Chief Executive of the Petitioner, who are required to endeavour to resolve the dispute within a further period of 45 days, i.e. within 60 days from the initial notice. Only thereafter, under Clause 23(d), may either party approach the Commission if the dispute remains unresolved.

UJVN Ltd. submitted that the Petitioner had not served any notice in terms of Clause 23(a) and that its communications dated 20.05.2025, 30.09.2025 and 26.11.2025 neither identified the dispute and relief sought in the manner contemplated under the PPA, nor invoked the dispute-resolution mechanism under Clause 23 or triggered the prescribed escalation process. Accordingly, UJVN Ltd. contended that the Petition has been filed prematurely and without compliance with the contractual pre-condition, and was, therefore, not maintainable on this ground as well.

3.16 UJVN Ltd. further submitted that the Petitioner's reliance on Clauses 21.2(c) and 21.2(d) of the PPA is misplaced. According to UJVN Ltd., Clause 21.2(c) relates to

failure or refusal by UJVN Ltd. to perform certain material obligations, such as accepting and purchasing power, making tariff payments and opening the Letter of Credit. These obligations arise only upon or after the CoD and, since the Petitioner has not commenced power supply, none of these obligations has arisen or been breached.

UJVN Ltd. further submitted that Clause 21.2(d), relating to abandonment of interconnection facilities or discontinuance of services by UJVN Ltd., is also not applicable, as UJVN Ltd. has neither abandoned any interconnection facility nor discontinued any service. It was submitted that, under Clauses 8.1 and 8.2 of the PPA, the interconnection point is the UPCL 33 kV DPH Yard near Dharasu HEP, which is owned, maintained and operated by UPCL and not by UJVN Ltd.

UJVN Ltd. also submitted that Clause 21.2(d) excludes discontinuance arising from a force majeure event. Therefore, if the Petitioner relies upon UPCL's letter dated 15.04.2025 as evidence of discontinuance, and itself describes the event as being "akin to force majeure", the same would not fall within Clause 21.2(d). Accordingly, UJVN Ltd. submitted that the prayer for refund cannot be sustained in the absence of a valid termination of the PPA.

3.19 UJVN Ltd. submitted that the delay in commissioning of the project is attributable to factors beyond the control of UJVN Ltd. It submitted that the Forest Department clearance in respect of the tree patch identified during the joint survey dated 12.01.2024, covering approximately 1 MW of the project area, falls within the domain of the Forest Department and not UJVN Ltd. Further, Clause 19 of the PPA places the responsibility on the Petitioner, at its own cost, to obtain all authorisations, permits and licences required for the project, with UJVN Ltd. being required to provide reasonable assistance, if requested.

UJVN Ltd. further submitted that the Petitioner had admittedly not achieved financial closure as on the date of filing of the Petition and that construction progress was limited to approximately 40% land levelling, with no installation of solar modules, structures, inverters or balance-of-plant equipment. It was also submitted that the project layout/design was finalised only after execution of the Land Right of Use Agreement dated 17.02.2025, followed by Bhoomi Pujan and limited levelling work,

which, according to UJVN Ltd., were matters within the Petitioner's control.

UJVN Ltd. contended that the Petitioner could not attribute its overall delay to UJVN Ltd. merely on the basis of a letter issued by UPCL. It further submitted that UJVN Ltd. had no statutory role or responsibility in relation to obtaining Forest Department clearance, achieving the Petitioner's financial closure, or undertaking execution of the project at site.

3.20 UJVN Ltd. submitted that a complete statutory/regulatory remedy was available to the Petitioner under the RE Regulations, 2023, rendering the Petitioner's plea of frustration as misplaced. Regulation 51 of the RE Regulations, 2023 provides for Deemed Generation, under which, after CoD, loss of generation on account of non-availability of the evacuation system beyond the Interconnection Point, or SLDC backing-down instructions, is compensated by the distribution licensee at the generic/project-specific tariff on an annual basis, subject to the project being connected at 11 kV or higher voltage and having a long-term PPA with the distribution licensee; and Regulation 16(1)(c) of the RE Regulations, 2023, preserved by Clause 2.2 of the PPA, entitles a solar generator to construct evacuation infrastructure to the nearest sub-station at its own cost in exchange for an additional levelised tariff of 14 paise/unit over the generic tariff, an option the Petitioner has, at no stage, exercised. UJVN Ltd. submitted that the existence of these regulatory remedies forecloses the plea that the contract has been frustrated or that refund is the only available recourse.

3.21 UJVN Ltd. submitted that the Petitioner's reliance on promissory estoppel is misconceived, as the Petitioner participated in the competitive bidding process under tender with full knowledge of the contractual and regulatory framework, including the deemed-generation, evacuation-option and dispute-resolution clauses; the TFR was not a promise of perpetual evacuation but a technical assessment as on 25.08.2023, grid conditions being dynamic in nature, a position expressly contemplated by Regulation 51 read with Regulation 43 of the RE Regulations, 2023; and promissory estoppel cannot be applied to compel a public authority to act contrary to law or regulation, nor to override the Petitioner's contractual and statutory obligation to commission the project before invoking rights that arise only post-CoD.

3.22 UJVN Ltd. submitted that the Petition discloses no cause of action, is premature in every respect, and is barred by the Petitioner's own non-compliance with the contractual and regulatory procedures available to it, and constitutes an abuse of the process of the Commission, and is liable to be dismissed at the threshold without entering into the merits.

3.23 UJVN Ltd., vide its separate letter dated 22.05.2026, also submitted comments on the reply filed by UPCL on the admissibility of the Petition. The submissions made therein are dealt with in the subsequent paragraphs of this Order.

3.24 In response to UPCL submission that the TFR had been issued in good faith based on the prevailing network conditions and that subsequent developments and grid-related constraints had been communicated to UJVN Ltd. vide letter dated 15.04.2025, UJVN Ltd. submitted that, while it admitted that the TFR was issued by UPCL in good faith, it had relied upon the representations contained therein while issuing the tender.

UJVN Ltd. further submitted that the requirement for evacuation of 4 MW had been specifically incorporated in Clause 8.2 of the PPA dated 19.06.2024 executed between UPCL and UJVN Ltd., which provides that power from the Solar PV Plant would be transmitted at 33 kV and connected to the UPCL 33 kV DPH Yard near Dharasu HEP, owned, maintained and operated by UPCL. According to UJVN Ltd., UPCL had thereby undertaken to provide for evacuation of 4 MW upon commissioning of the project.

3.25 UJVN Ltd. further submitted that the subsequent developments and grid-related constraints specific to the project were never directly communicated to it by UPCL. It submitted that the constraints purportedly originated from an internal communication dated 05.04.2025 between the SDO and Executive Engineer of UPCL, which had not been communicated to UJVN Ltd. UJVN Ltd. stated that it became aware of the said communication only when the Petitioner, vide its letter dated 20.05.2025, forwarded a copy thereof to UJVN Ltd.

3.26 UJVN Ltd. submitted that, upon receiving the aforesaid communication, it forwarded the same along with its enclosures to the Executive Engineer, UPCL, Uttarkashi, vide

email dated 22.05.2025, requesting UPCL to consider the issue and reiterating that, under the PPA, the time available for commissioning of the project extended up to December 2025. UJVN Ltd. submitted that no response had been received from UPCL to the said communication.

UJVN Ltd. further submitted that UPCL's reliance on the letter dated 15.04.2025 was misplaced, as the said letter was a general communication concerning evacuation issues in Uttarkashi and the solutions contemplated for the future under the MSSY Scheme. According to UJVN Ltd., the letter did not specifically refer to the Petitioner's project, any other identified project, or the SDO's communication dated 05.04.2025.

3.27 UJVN Ltd. also submitted that the TFR had neither been withdrawn, revoked nor cancelled and that no direct intimation to this effect had been received by UJVN Ltd. from UPCL. Accordingly, UJVN Ltd. submitted that, in the absence of any specific communication regarding withdrawal or revision of the TFR, reliance on the general letter dated 15.04.2025 could not, by itself, constitute intimation of any change in the evacuation arrangement contemplated under the PPA.

4. Petitioner's rejoinder

4.1 The Petitioner filed its rejoinder to the reply submitted by UPCL. The Petitioner's rejoinder to the submissions made by UPCL is dealt with subsequent paragraph of this Order. Further, no rejoinder have been submitted by the Petitioner against the reply of UJVN Ltd.

4.2 With regard to UPCL's submission that the present Petition seeks reconsideration of issues already adjudicated upon by the Commission earlier, the Petitioner denied the statement of UPCL and submitted that no issue forming the subject matter of the present Petition had been adjudicated upon in any earlier proceeding and that the present Petition raises distinct and independent issues requiring adjudication on their own merits. The Petitioner further submitted that UPCL had not identified any specific regulatory provision or contractual term allegedly contravened by the Petitioner and contended that the objection regarding maintainability was vague and unsupported by

particulars.

4.3 With regard to UPCL's submission concerning the period available for establishment of the solar project, the Petitioner submitted that the contents thereof are misleading and denied the same. The Petitioner submitted that UPCL had itself stated in its reply that the Commission had directed, inter alia, that the date of commercial operation be fixed as 12 months from the date of execution/signing of the PPA. The Petitioner, however, submitted that the PPA dated 19.06.2024 executed between UPCL and UJVN Ltd. provided a period of 18 months and not 12 months. According to the Petitioner, UPCL's present reliance on a 12-month period is, therefore, contrary to the express terms of the executed PPA.

The Petitioner further submitted that, even assuming without admitting that a period of 12 months was applicable for establishment of the project, UPCL could not have withdrawn or denied technical feasibility before expiry of that period. The Petitioner submitted that, vide its letter dated 15.05.2025, UPCL withdrew/denied feasibility before completion of 12 months from execution of the PPA dated 19.06.2024, thereby effectively allowing approximately 10 months for establishment of the project. The Petitioner contended that such action was arbitrary and unreasonable and deprived UJVN Ltd. of the complete period otherwise available for establishment of the project.

4.4 The Petitioner submitted that the Order dated 06.11.2025 dealt, inter alia, with projects where the scheduled date of commissioning had already expired and directions were issued regarding delayed commissioning and consequential amendments to the PPAs. In the case of the Petitioner's project, the scheduled commissioning date had not expired as on 06.11.2025 and, according to the Petitioner, fell subsequent to the date of the said order. The Petitioner further submitted that UPCL had withdrawn/denied technical feasibility approximately six months prior to the said order. It therefore contended that its project could not be treated as a case of delayed commissioning in the manner contemplated in the order dated 06.11.2025.

4.5 The Petitioner further submitted that Order dated 06.11.2025 did not contain any specific direction in respect of projects whose SCoD had not yet expired. It contended that the issues concerning premature withdrawal/denial of technical feasibility in its case were

neither placed before nor adjudicated upon by the Commission in those proceedings.

4.6 With regard to UPCL's submission that the present Petition seeks reconsideration or reopening of issues already examined in the order dated 06.11.2025, the Petitioner denied the same and submitted that the present Petition raises distinct grievances, particularly regarding the alleged premature withdrawal/denial of technical feasibility by UPCL before expiry of the stipulated period for establishment of the project. The Petitioner further submitted that it seeks, inter alia, extension of the commissioning date by one year in view of the circumstances pleaded in the Petition.

4.7 With regard to UPCL's submission that the Commission has recorded in the Order dated 06.11.2025, the status of the project as "Under Execution" with "evacuation constraints", the Petitioner submitted that the Commission had merely recorded the status of the project and had not adjudicated upon the evacuation/technical feasibility constraints or issued any direction for their resolution. The Petitioner contended that, in the absence of an evacuation arrangement and technical feasibility, establishment and commissioning of the solar project could not proceed and that mere recording of "evacuation constraints" could not be construed as adjudication of the issue or grant of any effective relief. The Petitioner, therefore, submitted that the issue remained unresolved and had given rise to the present Petition.

4.8 With regard to UPCL's submission concerning compliance with the Commission's directions dated 06.11.2025 regarding amendment of the PPAs, the Petitioner submitted that the same is misleading and misconceived and denied the same. The Petitioner submitted that Order dated 06.11.2025 dealt with solar projects whose scheduled commissioning dates had already expired and which were seeking extension of time for commissioning. In respect of such projects, the Commission directed partial commissioning in the condition/state existing as on the date of the order and consequential amendments to the respective PPAs.

The Petitioner submitted that its project stood on a different footing, as the SCoD under both the PPA executed between UJVN Ltd. and the Petitioner and the PPA executed between UPCL and UJVN Ltd. had not expired as on 06.11.2025 and, according to the Petitioner, fell subsequent thereto. The Petitioner further submitted that it was not

in a position to commission or even partially erect the project because the technical feasibility/evacuation approval had already been withdrawn by UPCL before expiry of the commissioning period. Accordingly, the Petitioner contended that the directions contained in Para 3.6 of the Order dated 06.11.2025 were not applicable to its project.

5. Commission's view and decision

5.1 The present Petition has been filed under Sections 86(1)(b), 86(1)(e) and 86(1)(f) of the Electricity Act, 2003 read with Section 37 of the Indian Contract Act, 1872, seeking appropriate directions for resolution of post-PPA power evacuation constraints, grant of time extension, approval of an alternate evacuation arrangement, and consequential regulatory reliefs in respect of the 4 MW Solar Power Project at Dharasu, Uttarakhand.

5.2 The Commission has considered the submissions of UPCL and UJVN Ltd., as well as the rejoinder filed by the Petitioner, as recorded in the preceding paragraphs of this Order. UPCL has raised objections regarding the maintainability of the Petition, inter alia, on the ground that the issues raised therein seeking reconsideration of matters already considered in the Commission's Orders dated 16.05.2024 and 06.11.2025. UJVN Ltd. has, inter alia, questioned the maintainability of the Petition on the grounds of prematurity in the absence of CoD, non-availability of the plea of frustration/force majeure, non-invocation of the dispute resolution and termination procedures under Clauses 23 and 21 of the PPA, the mutually inconsistent nature of the reliefs sought, and the alleged delay attributable to the Petitioner. The Petitioner has disputed the aforesaid objections and has contended that the issues raised in the present Petition were neither considered nor adjudicated in the earlier proceedings.

5.3 The Commission heard the matter on admissibility on 02.06.2026, at which stage the parties reiterated their respective written submissions. Vide Daily Order dated 02.06.2026, the Commission admitted the Petition and directed the parties to hold a meeting to deliberate upon the issues involved with a view to arriving at the best possible outcome, and to place before the Commission the Minutes of Meeting (MoM) recording the issues considered, the submissions of the respective parties, and the agreed action plan.

5.4 Pursuant to the aforesaid directions, UJVN Ltd. convened a meeting with the officials of UPCL and the Petitioner on 03.09.2026 to deliberate upon and resolve the power evacuation constraint of the project. The MoM dated 03.09.2026 were submitted by UJVN Ltd. vide letter dated 16.09.2026. The Commission notes that, as recorded in the said MoM, the parties have arrived at an agreed course of action for resolution of the underlying issue raised in the Petition.

MoM dated 03.09.2026 records that UPCL stated that it had no objection to procuring power at either the existing tariff of Rs. 4.19/kWh or the Developer's proposed Rs. 3.88/kWh, subject to the regulatory framework, but clarified that, as a Distribution Licensee, it had no authority to assume the Implementing Agency's/Developer's responsibilities under the RfP. UJVN Ltd. maintained that the evacuation issue was not attributable to any default on its part, but agreed that, given the practical difficulty at the present site, an alternative arrangement was needed to avoid further delay; the Developer, in turn, agreed not to claim any amount for development already carried out on the Dharasu land in case of relocation.

After deliberation, the parties agreed that the project be shifted to a suitable private land location within Uttarakhand, to be identified and cleared by the Developer at its own cost, with UJVN Ltd. bearing no shifting expenses. The relocation would be without disturbance to the discovered tariff of Rs. 3.88/kWh, and the existing contractual/billing chain (Developer billing UJVN Ltd. at Rs. 3.88/kWh, and UJVN Ltd. supplying/billing UPCL at Rs. 4.19/kWh) would continue, subject to the Commission's approval and corresponding amendment of the PPAs, and subject also to technical feasibility and statutory/regulatory clearances at the new site.

In view thereof, and since the underlying grievance is sought to be resolved through the course of action mutually agreed upon by the parties, the Commission considers it unnecessary to separately adjudicate upon the rival contentions regarding maintainability or upon the grounds raised by the Petitioner relating to promissory estoppel, force majeure and breach and considers the present agreement entered into by the parties and its implications.

5.5 The Commission notes from the MoM dated 03.09.2026 that the parties have amicably

agreed to a proposal for implementation of the project at a suitable alternative private land location within Uttarakhand, subject to technical feasibility, requisite statutory and regulatory clearances, and continuation of the discovered tariff of Rs. 3.88/kWh. It was further recorded that, in the event the said proposal was not found suitable by the Commission, the directions issued by the Commission in the matter would be accepted and complied with by the parties.

5.6 The Commission further notes that, under the aforesaid proposal, the existing contractual arrangement is proposed to be continued, subject to such amendments and approvals as may be required, whereby the Petitioner would continue to raise its bills on UJVN Ltd. at the discovered tariff of Rs. 3.88/kWh and UJVN Ltd. would continue to supply power to, and raise its bills on, UPCL in terms of the PPA dated 19.06.2024 at Rs. 4.19/kWh. The Commission is of the view that continuation of the discovered tariff, subject to the applicable contractual and regulatory approvals, would avoid reopening the tariff discovered through the competitive process.

5.7 As regards the eligibility of UJVN Ltd. for regulatory margin, the Commission observes that the Government of Uttarakhand had conveyed in-principle approval to UJVN Ltd. for development of Solar PV plants on unutilized land available with Government departments/institutions and that UJVN Ltd. is eligible for the margin specified under the RE Regulations, 2023, as amended from time to time, in its capacity as an implementing agency for development of Solar PV plants on such Government land.

In the present case, since, the project is now proposed to be shifted to and developed on a private land, accordingly, the role of UJVN Ltd. as an implementing agency for development of a Solar PV plant on Government land does not arise in respect of the present project. Consequently, UJVN Ltd. cannot be entitled to any regulatory margin under the RE Regulations, 2023, in respect of the project proposed to be developed on a private land.

5.8 The Commission further observes that, as recorded in the Petitioner's submissions, the Petitioner has already incurred expenditure towards advance payments for modules and structures, land survey, land development and preliminary designing of the project, bank guarantee etc. The Commission has also taken note of the evacuation constraint

communicated by UPCL and the alternative arrangement agreed upon by all the parties. In these circumstances, shifting the project to a suitable private land location, while retaining the discovered tariff of Rs. 3.88/kWh, provides a means of addressing the evacuation constraint without disturbing the discovered tariff or requiring the project to be abandoned, which will also avoid future litigations as the Petitioner as already invested not only money but also its time in the project and is ready to develop the project at some alternate site at its own cost without seeking any change in tariff. Further, the bid tariff of Rs. 3.88/kWh is lower than the benchmark tariff of Rs. 4.10/kWh specified by the Commission for FY 2026-27. The Commission, finds that the terms of agreement reached by the parties, as recorded in the MoM dated 03.09.2026, is beneficial to the State as there will be no change in the tariff of the Petitioner which is still lower than the benchmark tariffs for FY 2026-27.

5.9 Accordingly, keeping in view the evacuation constraints at Dharasu and recognising the fact that investments had already been made by the Petitioner and there is no possibility of evacuation of power is available at the current site, the Commission accepts the request of the parties for shifting of the project from the existing land of UJVN Ltd. at Dharasu to a suitable alternative private land within Uttarakhand. Further, in the instant matter it to be noted that the Petitioner has not sought any protection of tariffs and is ready to arrange the alternate site at its own cost without any compensation from UJVN Ltd. and the bid tariff is far lower than the benchmark tariffs for FY 2026-27. Moreover, since UJVN Ltd. has also not fulfilled its role as an implementing agency as per the MoM the project will not be established on the land of UJVN Ltd., and the Petitioner would be relocating the project in some private land at its own costs, hence, there is no rationale in allowing a margin of 8% to UJVN Ltd. which will lead to an additional saving of 8% towards the margin payable to UJVN Ltd.. In this scenario, UJVN Ltd. would also be absolved from any consequences for the loss to the Petitioner. However, from the reading of the MoM dated 03.09.2026, the Commission observes that the modalities assigning the role and responsibilities of the parties have not been laid down in the MoM, Hence, the Commission is of the view that following actions shall also be required:

a) The Petitioner shall finalise the alternative project location at its own cost and

apply to UPCL for issuance of a TFR in respect thereof. UPCL shall examine the proposal and issue the TFR within 5 days of receipt of the application, subject to technical feasibility and applicable requirements.

b) The Petitioner shall commission the project at the approved alternative location by 31.03.2027, without disturbing the discovered tariff of Rs. 3.88/kWh.

c) The cost of shifting the project from the existing site to the alternative private land shall not be borne by UJVN Ltd. and no compensation shall also be claimed by the Petitioner from UJVN Ltd. and UJVN Ltd. shall not be paid any margin in tariff.

d) UJVN Ltd. shall, however, reimburse the earnest money/Bank Guarantee to the Petitioner within 15 days of this Order and submit a compliance report before the Commission.

e) UPCL to terminate the existing PPA executed with UJVN Ltd. in respect of the project and if agreeable execute a fresh PPA directly with the Petitioner within 20 days of this Order incorporating the discovered tariff of Rs. 3.88/kWh and SCoD 31.03.2027. If fresh PPA is executed, the same is to be filed before the Commission within 20 days of this Order for approval.

5.10 In view of the agreed course of action recorded in the MoM dated 03.09.2026, the Commission considers that the alternative reliefs sought by the Petitioner in relation to a fresh/revised TFR at the existing site or an alternative evacuation arrangement at Dharasu do not require separate adjudication. Similarly, the preliminary objections raised by UPCL and UJVN Ltd. need not be examined further, as the underlying issue relating to evacuation is being addressed through the amicable settlement for alternative arrangement. Since the amicable settlement in the matter has been reached by the parties, in light of which the Petition is accordingly disposed of.

(Prabhat Kishor Dimri)	**(Anurag Sharma)**	**(M.L. Prasad)**
Member (Technical)	**Member (Law)**	**Chairman**