

**Before the  
MAHARASHTRA ELECTRICITY REGULATORY COMMISSION  
World Trade Centre, Centre No.1, 13th Floor, Cuffe Parade, Mumbai 400005  
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Email: [mercindia@merc.gov.in](mailto:mercindia@merc.gov.in)  
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**Date: 3 September 2021**

**CORAM: Sanjay Kumar, Chairperson  
I. M. Bohari, Member  
Mukesh Khullar, Member**

**Dairy No. 87 of 2021**

**Interlocutory Application on behalf of the Petitioner inter alia seeking ad-interim ex-parte reliefs, including restraining the Respondent from invoking/encashing the Petitioner's Performance Bank Guarantee**

**&**

**Dairy No. 88 of 2021**

**Interlocutory Application on behalf of the Petitioner inter alia seeking urgent hearing of Petition bearing Dairy No. 86/2021 and Interlocutory Application bearing Dairy No. 87/2021**

Clean Wind Power (Bhavnagar) Private Limited (CWPPPL) : Applicant

M/s Maharashtra State Electricity Distribution Company Ltd. (MSEDCL) : Respondent

**Appearance:**

For the Petitioner : Shri. Sajan Poovayya (Adv)

For the Respondent : Shri. Ravi Prakash (Adv)

**Daily Order**

1. Heard the Advocates of the Petitioner and Respondent.
2. Advocate of CWPPPL stated that project execution timeline has been impacted on account of ongoing COVID-19 pandemic and non-receipt of grid connectivity from MSETCL. MSEDCL vide its letter dated 23 August 2021 has informed CEPPL that it has initiated action for invocation of the CEPPL's Performance Bank Guarantee (PBG) on account of the delay in commissioning the Project. Invocation PBG may affect financial performance of the project developer and hence it is requesting for stay on invocation of PBG. Alternatively, without prejudice to its rights and contentions in the matter, Petitioner proposes that it will pay amount equivalent to the PBG by paying it through the demand draft. They further informed that the Demand Draft for this equivalent amount in lieu of PBG will be drawn

today itself and hence requested that MSEDCL be directed to instruct the Bank not to invoke its PBG.

3. Upon taking instructions, Advocate of MSEDCL informed that without prejudice to their rights and contentions in the matter they are agreeable to the PBG equivalent payment by way of Demand Draft and accordingly they will communicate the Bank for not encashing the PBG.
4. As agreed by the parties, the Commission allows Petitioner to submit Demand Draft of equivalent amount to MSEDCL in lieu of PBG and hence, MSEDCL shall take steps immediately (today) for not encashing the PBG of the Petitioner. Said arrangement is without prejudice to other contentions raised by both parties in the main matter.

**Next date hearing in the main matter will be intimated by the Secretariat of the Commission.**

Sd/-  
**(Mukesh Khullar)**  
**Member**

Sd/-  
**(I. M. Bohari)**  
**Member**

Sd/-  
**(Sanjay Kumar)**  
**Chairperson**