SAGA LEGAL

RegRealm

The Inner Circle of Regulatory Insights

June 2026

Delhi | Bengaluru | Mumbai | Hyderabad

Electricity Law

Central Electricity Regulatory Commission ("CERC" / "the Commission")

In **Jindal Steel Limited v. TP Central Odisha Distribution Limited & Ors.** [Petition No. 191/MP/2026 along with 67/IA/2026], the Commission held that where a generating company connected to the intra-State transmission network is also an Extra High Tension consumer of the Distribution Licensee, dispute regarding a Licensee's refusal to grant consent for Standing Clearance under the National Open Access Registry (NOAR) or Temporary General Network Access (T-GNA) mechanism would be governed by the host State's Open Access Regulations, within the State Commission's jurisdiction under Section 86(1)(c) of the Electricity Act, 2003 (Electricity Act), and not the Central Commission's jurisdiction under Section 79(1)(c) or 79(1)(f), following Ramayana Ispat (P) Ltd. v. State of Rajasthan, (2025) 8 SCC 747. Clause 6(e) of the NOAR Procedure is merely facilitative and does not displace State jurisdiction, even though Standing Clearance is issued by the State Load Despatch Centre (SLDC) under the CERC (Connectivity and General Network Access) Regulations, 2022 (GNA Regulations). [Order dated 01.06.2026] **[Petition No. 191/MP/2026]**

In **Power Grid Corporation of India Ltd. (PGCIL) v. Northern Regional Power Committee & Ors**. [Petition No. 61/MP/2022], the Commission held that recovery of unrecovered depreciation on transmission assets decapitalised pursuant to system upgradation, for reasons not attributable to the licensee, is governed by Regulations 19, 26 and 33 of the CERC Tariff Regulations, 2019, which provide only for exclusion of such assets from capital cost and adjustment of cumulative depreciation and contain no provision for recovery of unrecovered depreciation or dismantling cost. Relying on PTC India Ltd. v. CERC, (2010) 4 SCC 603 and M.U. Sinai v. Union of India, (1975) 3 SCC 765, it held that the power to relax or remove difficulty cannot be used to create a substantive entitlement not contemplated by the Regulations, and that Regulation 35 of the 2024 Tariff Regulations, which now permits such recovery, operates only prospectively. [Order dated 01.06.2026] **[Petition No. 61/MP/2022]**

In **JSW Renew Energy Ltd. v. Southern Regional Load Dispatch Centre & Anr.** [Petition No. 178/MP/2026], the Commission held that, under Regulation 19 of the CERC (Indian Electricity Grid Code) Regulations, 2023, injection of infirm power by a Renewable Energy Generating Station (REGS), beyond 45 days from First Time Charging (FTC) approval, may be extended by the concerned Regional Load Despatch Centre (RLDC) for up to three months, and thereafter only by the Commission on an application made at least 15 days before expiry of the extended period. Here, PPC functionality testing for the balance 10 WTGs (27 MW) had failed on account of a faulty imported sub-controller, and the Petitioner approached SRLDC only in March 2026, well beyond the period available to it. Given the advanced commissioning of the 270 MW project, the Commission nonetheless condoned the resulting 67-day delay, directed the Petitioner to keep RLDC informed of such events henceforth, and granted a further 30-day extension for injection of infirm power. [Order dated 02.06.2026] **[Petition No. 178/MP/2026]**

In **ReNew Wind Energy (AP2) Private Limited & Anr. v. Central Transmission Utility of India Limited & Ors.** [Petition No. 227/MP/2022], the Commission held that a PPA and the connected Long-Term Access Agreements/Transmission Service Agreement executed with Central Transmission Utility of India Limited (CTUIL) are independent and distinct contracts between different sets of parties, so that termination or alleged force majeure frustration of the PPA (here, due to delayed land allotment by the Government of Gujarat) does not discharge the generator from its obligation to pay transmission charges. It was further held that the Long Term Acctess (LTA) start date is fixed as per the applicant's own request and need not align with the Scheduled Commercial Operation Date (SCOD) under the PPA. Ministry of Power (MoP) waiver orders grant waiver of transmission charges only from the COD of the generating station, and charges for the period before 01.11.2020 are computed under the CERC Sharing Regulations 2010 and thereafter under the 2020 Sharing Regulations, rejecting the plea for retrospective application of the later Regulations. [Order dated 02.06.2026] **[Petition No. 227/MP/2022]**

In **Lanco Kondapalli Power Limited v. Andhra Pradesh Power Coordination Committee & Ors.** [Petition No. 250/MP/2022], the Commission held that the period spent by the Petitioner in bona fide pursuit of arbitration and connected High Court proceedings between 2003 and 2009 stood excluded under Section 14 of the Limitation Act, 1963, as already affirmed by the Appellate Tribunal for Electricity (APTEL) and the Supreme Court, and that the dispute, being connected with regulation of tariff under Section 79(1)(b) of the Electricity Act fell to be adjudicated by the Commission rather than referred to arbitration. On merits, it was held that finance and procurement costs incurred towards naphtha are included within the "cost of Fuel" under the PPA and recoverable as part of Energy Charges, and that interest was payable on the delayed reimbursement of Rs. 10.79 crore, the rule of damdupat being inapplicable to commercial contracts containing express interest stipulations. [Order dated 02.06.2026] **[Petition No. 250/MP/2022]**

In **Gujarat Urja Vikas Nigam Limited v. Tata Power Company Limited & Ors.** [IA Nos. 79/IA/2023, 86/IA/2024 and 87/IA/2024 in Petition No. 117/MP/2023], the Commission held that an application seeking to amend a Petition originally instituted for enforcement of MoP directions under Section 11 (and for penal proceedings under Sections 142 and 146), by introducing fresh factual pleadings and quantified monetary claims exceeding Rs. 600 crores, is not maintainable under Regulation 38 of the CERC Conduct of Business Regulations, 2023 read with Order VI Rule 17 CPC. Applying Revajeetu Builders & Developers v. Narayanaswamy & Sons (2009) 10 SCC 84 and LIC v. Sanjeev Builders (P) Ltd. (2022) 16 SCC 1, it was held that the amendment would fundamentally alter the nature of the proceeding and dismissed IA No. 86/IA/2024, holding the claims in IA No. 79/IA/2023 subsumed and infructuous and dismissed IA No. 87/IA/2024 seeking interim adjustment of bills, as the interim relief was founded on the same impermissible monetary claims. [Order dated 03.06.2026] **[IA Nos. 79/IA/2023, 86/IA/2024 and 87/IA/2024 in Petition No. 117/MP/2023]**

In **M/s Welspun Narmada Pvt. Ltd. v. Central Transmission Utility of India Limited & Anr.** [Petition No. 815/MP/2025], the Commission held that where a Land-Bank Guarantee (BG) route Connectivity applicant for a 250 MW Wind-Solar Hybrid Project at Bidar, Karnataka, had already achieved financial closure and had thereafter applied to withdraw its Connectivity application under Regulation 3.7.3 of the GNA Regulations, expressing willingness to pay cash in lieu of encashment of its BGs, the issue of extension of time for furnishing financial closure no longer survived for adjudication. The right to seek withdrawal under Regulation 3.7.3 is an independent statutory right that CTUIL could not decline merely on account of a status quo direction. CTUIL was accordingly directed to process the withdrawal, permit the Petitioner to furnish cash in lieu of BGs, and return the BGs within the prescribed timelines. [Order dated 03.06.2026] **[Petition No. 815/MP/2025]**

In **Ambuja Cements Limited v. Central Transmission Utility of India Limited & Ors.** [Petition No. 226/MP/2026 along with I.A. No. 72/2026], the Commission held that, although the Petitioner, a 300 MW generator located within a solar park, had challenged the regulation of its access to the Inter-State Transmission System (ISTS) and the consequent curtailment of its generation on account of a co-located developer's non-payment of CTUIL's dues under the applicable Late Payment Surcharge framework, and had sought interim restoration of access, the dispute no longer survived for adjudication. Subsequent to the filing of the Petition, the requisite payment had been made under compelling circumstances and the Petitioner's access to the ISTS had been restored, and it sought to withdraw with liberty to approach the Commission afresh on a similar issue if required. [Order dated 12.06.2026] **[Petition No. 226/MP/2026]**

In **TRN Energy Private Limited v. PTC India Limited & Ors.** [Petition No. 54/MP/2019], the Commission held that a dispute between a generator, the inter-State trading licensee PTC India Limited (PTC) and the U.P. Distribution Companies (Discoms) arising out of back-to-back

PPAs dated 25.7.2013 for supply of 390 MW is maintainable under Section 79(1)(b) read with Section 79(1)(f) of the Electricity Act, 2003. Although non-availability of the transmission system and consequent non-operationalisation of the LTA were force majeure events, the generator was entitled to no extension of the Scheduled Delivery Date, as it lacked the capacity to supply the full 390 MW by the SDD of 30.10.2016 (its second unit being commissioned only on 1.5.2017) and cannot take advantage of its own wrong; the Delivery Date was accordingly fixed at 2.12.2016 and the First Contract Year from 2.12.2016 to 31.3.2017. The Commission further held that PTC's obligation to open a Letter of Credit was independent of the Discoms (though no relief was granted for want of quantified loss), that the trading-margin cap under the 2020 Trading Licence Regulations did not apply to the pre-2.1.2020 period, and that the regulation of power for the generator's own default in paying transmission charges was valid, rejecting the claims for deemed availability and refund of TDS, and directed the parties to reconcile and settle their dues within the stipulated timelines. [Order dated 15.06.2026] **[Petition No. 54/MP/2019]**

In **Waree Forever Energies Private Limited v. Central Transmission Utility of India Limited** [Petition No. 814/MP/2025], the Commission held that M/s Waaree Forever Energies Private Limited (WFEPL) was not entitled to an extension of the connectivity start date or the corresponding financial closure timeline for its 700 MW solar project, as the GNA Regulations do not permit such extension. However, the Commission found that CTUIL had violated the GNA Regulations by delaying the issuance of the Final Grant of Connectivity by over seven months and directed it to strictly adhere to the regulatory timelines. Considering CTUIL's delay and WFEPL's substantial progress in project implementation, the Commission exercised its powers under Regulations 41 and 42 of the GNA Regulations to grant WFEPL 30 days to submit proof of financial closure for the 300 MW capacity, subject to applicable delay charges, while rejecting the prayer for extension of the connectivity start date and disposing of the petition accordingly. [Order dated 15.06.2026] **[Petition No. 814/MP/2025]**

In TRN Energy Private Limited v. PTC India Limited & Ors. [Petition No. 140/MP/2019], the Commission held that a generator's claim to Capacity Charges on its full declared capacity of 390 MW for January–March 2019 was untenable where, despite declaring availability, it could not schedule the contracted capacity owing to PGCIL's regulation of power supply imposed for the generator's own default in paying transmission charges and furnishing the Letter of Credit under the LTA. Reading the LTA, the PTC-PPA and the Procurers' PPA together, it held that a declaration of capacity must be meaningful and capable of being scheduled, and that the contractual framework is sequential, the generator must first discharge its transmission-charge and LC obligations to PGCIL before PTC's reimbursement obligation and the Procurers' liability can arise, and that, relying on *Tata Iron & Steel Co. Ltd. v. Union of India*, (2001) 2 SCC 41, there can be no reimbursement of charges never paid. The claim of Rs. 43.47 crore was accordingly rejected, without prejudice to future periods where declared capacity is backed by actual schedulable availability. The Commission further upheld the penalty of Rs. 3.16 crore for failure to maintain 80% availability as flowing from the generator's own default, held the refund of Rs. 5.23 crore for earlier months to be already covered by the annual reconciliation directed in Petition No. 77/MP/2018, and held the prayer for Late Payment Surcharge to have become infructuous, disposing of the Petition. [Order dated 17.06.2026] **[Petition No. 140/MP/2019]**

In **Hindustan Power Exchange Limited** [Petition No. 910/MP/2025 along with IA No. 10/2026], the Commission held that Hindustan Power Exchange Limited (HPX) was not entitled to a three-year extension for PTC to dilute its shareholding from 22.62% to 5% after becoming a trader member, as such relaxation would defeat the ring-fenced and demutualised ownership structure mandated under Regulation 15 of the Central Electricity Regulatory Commission (Power Market) Regulations, 2021 (PMR 2021). The Commission held that PTC had sufficient time to comply with the regulatory requirement, that HPX's justification was based only on commercial considerations, and that PTC must first reduce its shareholding to 5% before becoming a trader member. The Commission also rejected the impleadment application filed by Indian Energy Exchange Limited (IEX), holding that it was neither a necessary nor a proper party to the proceedings. [Order dated 17.06.2026] **[Petition No. 910/MP/2025 along with IA No. 10/2026]**

In **AMPIN Energy C&I Thirteen Private Limited & Ors. v. Central Transmission Utility of India Limited** [Petition No. 151/MP/2026], the Commission held that, although the Petitioners had sought relaxation of Regulation 11A(6) of the GNA Regulations and approval of an intra-group transfer of the entire shareholding of the Connectivity Grantee (AMPIN C&I 13) from AMPIN C&I to AEUPL prior to commissioning of the Project, the dispute no longer survived for adjudication. Both the transferor and the transferee remained subsidiaries of the ultimate parent, AMPIN Energy Transition Pvt. Ltd. (AETPL), which continued to hold 51% in each and to exercise 'control' in terms of Section 2(27) of the Companies Act, 2013, leaving ownership and control at the group level unchanged. Though CTUIL contended that the Petition in substance sought an impermissible advance ruling under a narrow, exception-based regime, it subsequently notified the Detailed Procedure under Regulation 11A(6)(c) on 10.4.2026 and, by letter dated 24.4.2026, clarified that its prior approval is required only where a proposed transaction deviates from the requirement of retention of control, and that corporate actions not amounting to a change in control need not be placed before it. [Order dated 17.06.2026] **[Petition No. 151/MP/2026]**

In **Betam Wind Energy Private Limited v. Solar Energy Corporation of India Limited & Anr.** [Petition No. 235/MP/2021], the Commission held that the Petition filed by Betam Wind

Energy Private Limited (BWEPL) was devoid of merit and rejected its claim for discharge from its obligations under the Request for Selection andLetter of Award (LoA), holding that difficulties relating to land acquisition, approvals from the Ministry of Defence (MoD), the impact of COVID-19, and delay in approval of the Power Sale Agreement (PSA) by the Uttar Pradesh Electricity Regulatory Commission (UPERC) did not excuse BWEPL from executing the PPA with the Solar Energy Corporation of India Limited (SECI). The Commission held that these risks were contractually allocated to the developer, the doctrine of frustration and force majeure was inapplicable prior to execution of the PPA, and SECI was entitled to enforce the contractual consequences arising from BWEPL's refusal to sign the PPA. [Order dated 19.06.2026] **[Petition No. 235/MP/2021]**

In **Power Grid Corporation of India Ltd. v. Ajmer Vidyut Vitran Nigam Ltd. & Ors.** [Petition No. 294/MP/2023], the Commission granted in-principle approval under Regulation 4(1) of the CERC (Sharing of Revenue Derived from Utilization of Transmission Assets for Other Business) Regulations, 2020, allowing the Petitioner, itself or through its wholly owned subsidiary, POWERGRID Teleservices Limited, to offer its EHV transmission towers for mounting telecom/radio antennas and to draw power from the isolated earth wire, after noting that the earlier approval granted in Petition No. 180/MP/2017 had lapsed for non-commencement and that the telecom equipment would use only induced power (1-3 kW per tower) and not additional power from the transmission line. The approval was made subject to conditions safeguarding the Petitioner's core transmission business, with revenue sharing fixed at 50:50 with long-term transmission customers, to be reviewed after two years of implementation. [Order dated 19.06.2026] **[Petition No. 294/MP/2023]**

In **Navinal Transmission Limited v. Central Transmission Utility of India Limited & Ors.** [Petition No. 78/MP/2026], the Commission, on a petition under Sections 17(3) and 17(4) of the Electricity Act, granted in-principle approval for the Petitioner, a wholly owned subsidiary of Adani Energy Solutions Limited developing the Network Expansion Scheme in Navinal (Mundra), Gujarat, to create a security interest by way of mortgage/hypothecation over its project assets in favour of Catalyst Trusteeship Limited, as Security Trustee, for the benefit of lender Power Finance Corporation Limited, securing a Rupee Term Loan of Rs. 2,028 crore, noting that Article 15.2.2 of the Transmission Service Agreement permitted such encumbrance. The approval was conditioned on the Petitioner's transmission licence not being assigned to the Security Trustee or the lender's nominee without the Commission's prior approval, with any such assignment upon default requiring a joint application by the licensee, lender, trustee and nominee under Regulation 8 of the CERC Transmission Licence Regulations, 2024. [Order dated 20.06.2026] **[Petition No. 78/MP/2026]**

In **Neyveli Uttar Pradesh Power Limited v. Uttar Pradesh Power Corporation Limited & Anr.** [I.A. No. 37/2026 in Petition No. 370/GT/2025], the Commission allowed the Petitioner's application under Regulations 9(1) and 10(3) of the CERC (Terms & Conditions of Tariff) Regulations, 2024 to amend its petition for tariff of the Ghatampur Thermal Power Station to include Unit-II, which had since achieved COD, and granted an interim tariff for Unit-I and Unit-II. Without going into the substantial delay of 1477 and 1658 days respectively, or the prudence check of the capital cost, both reserved for the stage of final tariff determination, and noting that the claimed capital cost remained within the GOI-sanctioned RCE-II, the Commission allowed interim Annual Fixed Charges at 85% of the AFC claimed, consistent with the rate earlier allowed for Unit-I alone, from the respective CODs till 31.3.2029 or final tariff determination, whichever is earlier, with liberty to seek inclusion of Unit-III upon its commissioning. [Order dated 22.06.2026] **[Petition No. 370/GT/2025]**

In **NTPC Vidyut Vyapar Nigam Limited v. Central Electricity Authority & Ors.** [Petition No. 123/MP/2024], the Commission disposed of, as withdrawn, a petition invoking the power to remove difficulty under Regulation 42 of the GNA Regulations and seeking amendment of certain provisions of the GNA Regulations concerning the processing of connectivity applications of cross-border entities. The Petitioner submitted that several prayers no longer survived in view of subsequent amendments to the GNA Regulations, 2022 and the CBTE Regulations, 2019, and sought permission to withdraw with liberty to approach the Commission afresh, at an appropriate stage, in respect of the prayers relating to assumption of GNA liabilities by cross-border entities and the linking of the deemed-GNA period with the term of the PPA. The Commission accordingly permitted the withdrawal. [Order dated 25.06.2026] **[Petition No. 123/MP/2024]**

In **GMR Kamalanga Energy Limited v. Bihar State Power (Holding) Company Limited & Ors.** [Petition No. 169/MP/2022], the Commission held that a dispute concerning the correctness of the methodology for computing the Escalation Index under Schedule 6 of the PPA, being directly connected with and impacting the tariff of a generating company having a composite scheme of generation and sale in more than one State, falls within its exclusive jurisdiction under Section 79(1)(b) and (f) of the Electricity Act, 2003, and is not arbitrable. Relying on the APTEL's DVC Judgment (Appeal No. 309 of 2019) and the Tata Power Judgment (Appeal Nos. 348 of 2025 & Ors.), it held that matters bearing upon tariff, whether directly or indirectly, cannot be referred to arbitration notwithstanding an arbitration agreement, and that even Article 14.3.1.1(a) of the PPA reserved such tariff disputes for the Appropriate Commission. Both parties being ad idem on the Commission's jurisdiction, the Petition was directed to be listed for hearing on merits in due course. [Order dated 28.06.2026] **[Petition No. 169/MP/2022]**

In **MB Power (Madhya Pradesh) Limited v. Haryana Power Purchase Centre & Ors.** [Petition No. 301/MP/2024], the Commission held that Change in Law compensation payable in terms of its Order dated 20.1.2024 must be computed as the difference between the Energy Charge Rate on Alternate Coal and the ECR on Linkage Coal (ECR-Alternate Coal less ECR-Linkage Coal), and not the ECR quoted under the APP, since the bidding structure required the Petitioner to quote equal Fixed and Variable Charges, rendering the quoted ECR-APP an unreliable baseline that would under-compensate the generator. Holding that once the methodology was upheld the disputed Rs. 69.19 crore became payable, the Commission rejected HPPC's plea that the signed Reconciliation Statement was merely provisional, and deprecated HPPC's continued withholding of payment against post-March 2024 Supplementary Invoices as non-compliance burdening consumers. HPPC was directed to pay the reconciled and invoiced amounts, together with Carrying Cost and interest on delayed payments under Articles 25.3 and 25.4 of the APP, within four weeks. [Order dated 28.06.2026] **[Petition No. 301/MP/2024]**

In **Andhra Pradesh Central Power Distribution Company Limited v. Grid Controller of India Limited** [Petition No. 166/MP/2025], the Commission held that where a distribution licensee registered under the CERC (Terms and Conditions for Renewable Energy Certificates) Regulations, 2022 has procured renewable energy in excess of its Renewable Purchase Obligation but fails to apply to the NLDC for issuance of RECs within the three-month period prescribed under Regulation 10(3), the delay may be condoned in exercise of the power to relax under Regulation 18. The Petitioner had exceeded its RPO for FY 2023-24 by 5,71,835.257 MWh but approached the NLDC with a delay of 82 days on account of procedural exigencies, including delays in joint meter readings, collation of data from APPCC, receipt of the APERC recommendation, and disruption caused by the Vijayawada floods. Noting that the delay was procedural, that the Respondent NLDC had no objection, and that condonation would advance the object of promoting renewable energy, the Commission relaxed the timeline and directed the NLDC to issue the RECs after due verification. [Order dated 29.06.2026] **[Petition No. 166/MP/2025]**

In **Nuclear Power Corporation of India Limited v. Northern Regional Load Dispatch Centre** [Petition No. 247/MP/2026], the Commission, exercising its power under Regulation 19(3) of the CERC (Indian Electricity Grid Code) Regulations, 2023, allowed an extension of the period for drawal of start-up power from the grid under the Deviation Settlement Mechanism for Unit-8 of the Rajasthan Atomic Power Project (RAPP-8) till its Commercial Operation Date or 30.6.2027, whichever is earlier. RAPP-8, a first-of-a-kind indigenous 700 MWe PHWR, had suffered commissioning delays attributable to stringent quality-assurance requirements, limited availability of qualified nuclear-grade vendors in India, and COVID-19-induced stress on contractors. Since the petition had been filed in advance of expiry of the earlier permission and thus fell within the stipulated period, and as denial of start-up power would hamper the remaining commissioning activities, the Commission, as an exceptional measure, granted the extension while expecting the Petitioner to ensure the earliest possible commercial operation. [Order dated 30.06.2026] **[Petition No. 247/MP/2026]**

In **PTC India Ltd. & Anr. v. Punjab State Power Corporation Ltd. & Ors.** [Petition No. 188/MP/2019], the Commission adjudicated a long-running dispute under the Power Sale Agreement (PSA) dated 15.9.2006 for supply of 340 MW from the Teesta-III HEP, which the Punjab State Power Corporation Limited (PSPCL) had declined to offtake, contending that the PSA was unenforceable for want of Punjab State Electricity Regulatory Commission (PSERC) approval under Section 86(1)(b) of the Electricity Act, 2003. Holding that it was PSPCL's own responsibility to seek such approval, the Commission invoked the maxim that no person may take advantage of his own wrong and found PSPCL estopped, having sought relinquishment of the LTA and itself terminated the PSA, from disowning the contract. PSPCL was directed to pay the differential between the tariff determined in Petition No. 249/GT/2016 and the amount realised on the exchange, from COD up to the GLOF of 3/4.10.2023, with the claim for a 35-year term and separate trading margin disallowed. On the second issue, PTC India Limited as LTA grantee was held liable for relinquishment charges to PGCIL, reimbursable by PSPCL. [Order dated 30.06.2026] **[Petition No. 188/MP/2019]**

In **Continuum Power Trading (TN) Pvt. Ltd. v. Central Transmission Utility of India Ltd.** [Petition No. 130/MP/2026], the Commission declined to relax Regulation 22(3)(c) of the Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2023 (IEGC) to permit phase-wise trial run and commissioning of the Petitioner's 36 MW ISTS-connected wind project at Meghpar, Kutch in tranches of not less than 5 MW. The Petitioner had pleaded that delayed grant of connectivity and a deferred connectivity start date of 19.11.2026 as force majeure. Rejecting this, the Commission held that connectivity can be granted only from the date the transmission system is available, that the Petitioner in fact had 15 to 18 months to implement the project, and that, connectivity having been granted under Regulation 4.1(e) for 36 MW, the trial run had to be carried out for the entire capacity in a single batch. Finding the delay attributable to the Petitioner, it held this was not a fit case to exercise its power to relax and rejected the prayer for phased commissioning. [Order dated 30.06.2026] **[Petition No. 130/MP/2026]**

Appellate Tribunal for Electricity ("APTEL")

In Diwakar Renewable & Infra Pvt. Ltd. v. Maharashtra Electricity Regulatory Commission & Ors. [Appeal No. 220 of 2026 & batch], it was held that the Ministry of Power's letter dated 31.12.2025, requiring MSEDCL to retain a right to use Battery Energy Storage Systems for 6,300 cycles over the 15-year tender term, introduced a new condition after bidding closed, contrary to the one-cycle-per-day basis (5,475 cycles) underlying the bids, thereby vitiating the bidding process, as goalposts cannot be re-arranged once bidding concludes. The Tribunal set aside the Commission's order dated 06.03.2026 adopting the discovered tariff, quashed the bidding process and Letters of Award, and directed return of the Appellants' security deposits and Bank Guarantees within four weeks. [Judgment dated 05.06.2026] **[Appeal No. 220 of 2026 & batch]**

Arbitration Law

Delhi High Court

In **Kumar Jai Singh V. Mrs. Neelima Thakur (Since Deceased, through her LRs) [RFA 193/2024]**, it was held that a party who, after filing an application under Section 8 of the Arbitration and Conciliation Act 1996 (A&C Act), withdraws or does not press it and submits to the jurisdiction of the civil court by permitting issues to be framed and evidence to commence, cannot thereafter seek reference of the dispute to arbitration. Affirming the dismissal of the Section 8 application as not pressed, the Hon'ble High Court upheld a decree of possession passed under Order XII Rule 6 CPC against the appellant-tenant, whose lease over the Munirka Enclave property had expired by efflux of time on 30.06.2018. Rejecting the defence of an alleged oral agreement to sell of October 2014, unsupported by any written or registered document, specific date, or proof of the claimed Rs. 25,00,000/- cash advance, the Court held that the appellant's continued execution of lease deeds and payment of rent established that his possession never matured from that of a tenant into that of an owner. Applying the principle of once a tenant, always a tenant and the bar under Section 53A of the Transfer of Property Act, 1882 read with Section 49 of the Registration Act, 1908, it reiterated that the protection of part-performance is unavailable in the absence of a registered instrument, and that the clear and unequivocal admissions of tenancy and its expiry justified the decree. [Judgment dated 05.06.2026] **[RFA 193/2024]**

In **Chander Mohan Lall v. DLF Home Developers Limited** [FAO(OS)(COMM) 100/2019], it was held that the Arbitrator's interpretation of Clause 11.4 of the Buyer's Agreement, awarding delay compensation at Rs.25 per square feet per month for delayed possession of commercial office space, was a plausible construction and did not warrant interference under Section 37 of the A&C Act, as the construction of contract terms is primarily for the Arbitrator unless no fair-minded person could adopt such a view, following Associate Builders v. DDA (2015) 3 SCC 49 and National Highways Authority of India v. ITD Cementation India Ltd. (2015) 14 SCC 21. The Court further noted that there were three concurrent findings on the applicability of Clause 11.4, and that the appellant had failed to prove his claim for higher damages as the lease deeds and MagicBricks.com printouts were not proved in accordance with law, and distinguished Wing Commander Arifur Rahman Khan v. DLF Southern Homes Private Limited (2020) 16 SCC 512 on facts. [Judgment dated 18.06.2026] **[FAO(OS)(COMM) 100/2019]**

Supreme Court

In **National Highways Authority of India V. T. Younis & Anr.** [SLP (C) No. 7570 of 2024], it was held that where the jurisdiction of an arbitral tribunal under Section 33 of the A&C Act is formally invoked and such proceedings are entertained, the limitation for filing an application under Section 34 commences from the date on which the Section 33 application is disposed of, irrespective of whether that application is ultimately allowed, dismissed, or found maintainable. The Court held that Section 34(3) draws no distinction based on the success or maintainability of the Section 33 application, and that a restriction not incorporated by the legislature cannot be read into the provision. Distinguishing State of Arunachal Pradesh v. Damani Construction Co. (where only a letter, and not a formal Section 33 application, had been addressed) and relying on Geojit Financial Services Ltd. v. Sandeep Gurav, the Court cautioned that sham or mala fide Section 33 applications filed solely to defeat limitation would invite exemplary costs. Setting aside the High Court's order, it restored the condonation of delay and directed the Section 34 applications to be decided on their own merits. [Judgment dated 02.06.2026] **[SLP (C) No. 7570 of 2024]**

In **T.K.A. Padmanabhan V. Abhiyan Cooperative Group Housing Society Ltd.** [Civil Appeal No. 10724 of 2016], it was held that the mere existence of an arbitration clause in an agreement does not oust the jurisdiction of a consumer forum, since the remedy under the Consumer Protection Act, 1986 is, by virtue of Section 3, in addition to and not in derogation of any other remedy available under law. Relying on Emaar MGF Land Ltd. v. Aftab Singh and Fair Air Engineers Pvt. Ltd. v. N.K. Modi, the Court reiterated that the consumer fora are not denuded of jurisdiction by an arbitration agreement, and that the proviso to Section 12(4) of the 1986 Act bars the transfer of an admitted complaint to any other court, tribunal or authority. It further held that the National Commission erred in dismissing the revision on the ground that the appellant had ceased to be a consumer upon taking possession, as a claim for compensation for delayed possession arises from the period prior to delivery and is not extinguished by the subsequent receipt of possession. Setting aside the orders of the fora below, the Court restored the 2005 complaint for adjudication on merits before the District Consumer Disputes Redressal Commission, Dwarka. [Judgment dated 04.06.2026] **[Civil Appeal No. 10724 of 2016]**

Sector-Wise Updates

Notifications, Circulars & Amendments

Environment Sector

A. Ministry of Environment, Forest and Climate Change Notification G.S.R. 452(E) dated 08.06.2026:

The Ministry of Environment, Forest and Climate Change (MoEFCC), in exercise of its powers under Section 3, Section 6 and Section 25 of the Environment (Protection) Act, 1986 (Environment Protection Act) and Sub-Section (1(b)) of Section 9 of the Ecomark Rules, 2024, has issued a draft notification proposing amendments to the First Schedule of the Ecomark Rules, 2024, specifying revised criteria for grant of Ecomark across six product categories, namely Paints, Varnishes and Powder Coatings (Serial No. 1), Batteries (Serial No. 3), Paper Products (Serial No. 6), Wood and Wood Substitute Products (Serial No. 11), Fire Extinguishers (Serial No. 15), and Coir and Coir Products (Serial No. 17). The draft notification prescribes product-specific environmental criteria including limits on Volatile Organic Compounds, heavy metals, phthalates, formaldehyde, and persistent organic pollutants; mandates compliance with emission and effluent discharge standards, Extended Producer Responsibility obligations, ISO 14001:2015 certification, and requirements relating to renewable energy, recycled content, and agricultural residues; and requires product packaging to bear a QR Code specifying the criteria based on which the product has been labelled as Ecomark. The notification shall be taken into consideration after the expiry of 60 days from the date of its publication in the Official Gazette, and objections or suggestions, if any, may be addressed to the Joint Secretary, MoEFCC, or emailed to sohsmd-mef@gov.in. [Notification dated 08.06.2026] **[Draft Notification dated 08.06.2026]**

SAGA LEGAL

New Delhi: 248, Third Floor, Okhla Industrial Area Phase 3 Delhi-110020

Bengaluru: 2216, First Floor, UKS Steel Plaza, 80 Feet Road, HAL 3rd Stage, Indiranagar, Opp ISRO Bengaluru- 560 075

Mumbai: 3/A-3, 3rd Floor, Court Chambers 35, New Marine Lines, Mumbai-400020

contact@sagalegal.in

+91 11 4106 6969 | +91 11 4107 6969
+91 80 4229 6819 | +91 22 3155 0631

www.sagalegal.in

DISCLAIMER