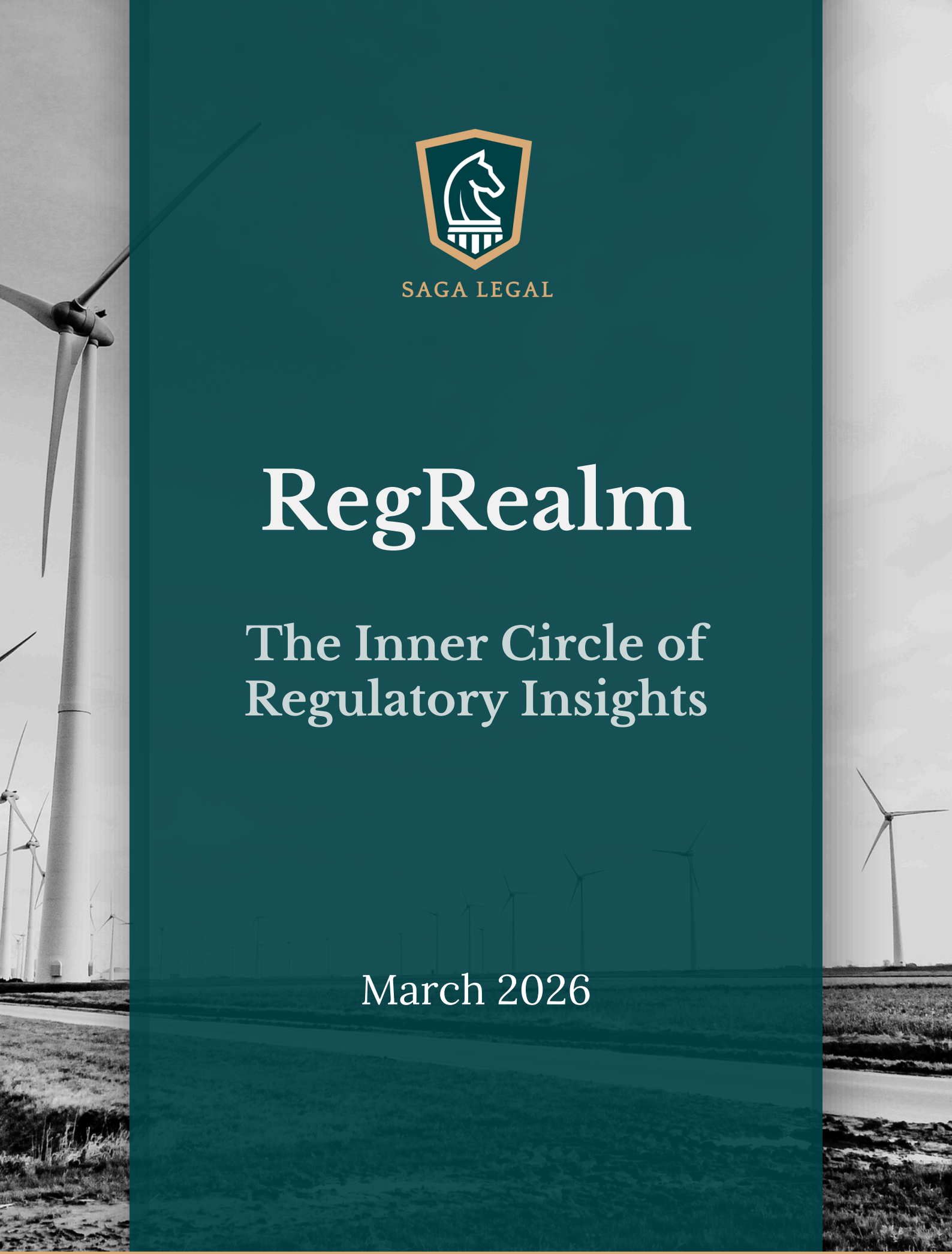

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Electricity Law

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

In ***Serentica Renewables India 4 Pvt Ltd. V. Central Transmission Utility of India Limited, (Petition No.276/MP/2025 with IA No(s). 15/2025, 29/2025 and 30/2025)***, the Commission held that entities transitioning from the 2009 Connectivity Regulations to the Central Electricity Regulatory Commission (Connectivity and General Network Access to the inter-State Transmission System) Regulations, 2022 ("GNA Regulations") are fully governed by the GNA Regulations, including Regulations 22.4 and 24.6, and become connectivity grantees for all purposes. The Commission clarified that for such transitioning entities, the Scheduled Date of Commercial Operation (SCOD) shall be treated as the start date of connectivity sought in the transition application (or as granted by CTUIL, whichever is later), and not the date originally indicated in the Stage-II application under the 2009 regime. While CTUIL had validly revoked connectivity under Regulation 24.6, the Commission exercised its power to relax under Regulation 41 and power to remove difficulty under Regulation 42 to permit the Petitioners to retain connectivity subject to payment of compensation calculated on a graded basis linked to the Conn-BGs, with rates escalating progressively for delays beyond three, six, and twelve months, and a maximum permissible delay of fifteen months beyond the trigger date. [Order dated 02.03.2026] **[346-MP-2025-Ors.pdf]**

In ***Power Grid Corporation of India Limited V. SJVN Arun-3 Power Development Company Private Limited & Anr. (PETITION NO. 210/TT/2024)***, the Commission has held that the date of commercial operation of a transmission asset may be approved under Regulation 5(2) of the CERC (Terms and Conditions of Tariff) Regulations, 2019, where the transmission system is ready but the interconnected generating station or associated transmission system is not ready for commercial operation, subject to prior notice and submission of requisite documents. The Commission further held that time overrun in commissioning shall not be condoned where the delay is attributable to normal seasonal rainfall, as monsoon rains cannot be treated as a force majeure event, and that time overrun on account of right of way issues shall be reviewed at the time of truing up based on detailed submissions. [Order dated 10.03.2026] **[*210-TT-2024.pdf*]**

In ***Jindal India Power Ltd. V. BSES Rajdhani Power Limited (Petition No. 874/MP/2025)***, the commission reiterated the settled principle that without a stay, the mere fact that an appeal is pending does not make an order invalid. [Order dated 12.03.2026] **[874-MP-2025.pdf]**

In ***NHPC Limited V. Power Development Department, New Secretariat & Ors. (Petition No. 624/GT/2025)***, the commission has held that the pendency of appeals before the Appellate Tribunal for Electricity does not preclude the truing up of tariff, and that additional capital expenditure incurred for safety, security, and efficient operation of a hydroelectric project including amounts deposited pursuant to arbitral awards may be admitted subject to prudence check and pending final adjudication. [Order dated 12.03.2026] **[624-GT-2025.pdf]**

In ***NTPC Limited V. Bihar State Power (Holding) Company Limited & Ors (Petition No. 424/MP/2025)***, the Commission has held that expenditure towards procurement of railway wagons is admissible as additional capitalization under Regulation 14(3)(x) of the CERC Tariff Regulations, 2014, as wagons form an integral part of the fuel receiving system and their procurement was necessitated by operational exigencies beyond the control of the generating station. Relying on the Appellate Tribunal for Electricity's judgment dated 22.11.2024 in the Farakka STPS case, the Commission allowed the additional capitalization of Rs. 454.49 lakh for 10 wagons and revised the tariff for the 2014 to 2019 period accordingly. [Order dated 12.03.2026] **[424-MP-2025]**

In ***Power Grid Corporation of India Limited V. Bihar State Power (Holding) Company Limited & Ors (Petition No. 542/TT/2025)***, the Commission held that initial spares for a transmission project shall be allowed on the basis of overall project cost following the APTEL judgment dated 14.09.2019 in Appeal No. 74 of 2017. It further ruled that liquidated damages recovered from contractors to the extent of Interest During Construction & Incidental Expenditure during Construction disallowed on account of time overrun shall be adjusted in the capital cost, and that Operation & Maintenance expenses for LILO portions of transmission lines shall be computed on double circuit norms rather than single circuit norms, while annuity payments for leasehold land acquired for sub-stations shall be recoverable from beneficiaries. [Order dated 12.03.2026] **[542-TT-2025.pdf]**

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In ***Netra Wind Private Limited V. Solar Energy Corporation of India Limited & Anr (Petition No. 314/MP/2022)***, the Commission held that Notification No. 8/2021-Central Tax (Rate) dated 30.09.2021, increasing the rate of Goods and Services Tax from 5% to 12% w.e.f. 01.10.2021, constitutes a 'Change in Law' under the Power Purchase Agreement, entitling the petitioner to compensation for the additional expenditure incurred. The Commission further clarified that compensation for a change in law cannot be a source for earning profit, and therefore, there cannot be any higher rate of return than the prevailing normative cost of debt. [Order dated 24.03.2026] **[314.pdf]**

In ***Dhariwal Infrastructure Limited V. Tamil Nadu Power Distribution Corporation Limited (Petition No. 22/RP/2025 in Petition No. 263/MP/2024)***, the Commission held that a review petition under Section 94(1)(f) of the Electricity Act, 2003 read with Order 47 of the CPC, is maintainable only on limited grounds such as discovery of new and important evidence, error apparent on the face of the record, or other sufficient reason, and cannot be used to re-agitate matters already decided or to introduce new pleas not raised in the original proceedings. [Order dated 24.03.2026] **[22-RP-2025.pdf]**

Appellate Tribunal for Electricity ("APTEL")

In ***Dr. Babasaheb Ambedkar Sahakari Sakhar Karkhana Limited VERSUS Maharashtra Electricity Regulatory Commission & Ors (Appeal No. 15 of 2022)***, it was held that regulations issued by the State Electricity Regulatory Commission under Section 181 of the Electricity Act, 2003, being delegated legislation, prevail over State Government policies or guidelines, and that where a generator deposits 50% of the approved estimated cost of evacuation infrastructure as interest free advance under the Energy Purchase Agreement, the transmission licensee is liable to refund the entire amount in five equal installments commencing one year after commissioning, irrespective of any reimbursement from the State nodal agency. [Judgment dated 09.03.2026] **[App - 15 of 2022.pdf]**

In ***M/s JSW Hydro Energy Limited V. Secretary, Himachal Pradesh Electricity Regulatory Commission & Anr. (Appeal No. 327 of 2021 & IA No.1237 of 2025)***, it was held that where a change in law event, such as enhancement of minimum water discharge obligation pursuant to National Green Tribunal orders, is established, the consequential relief of tariff adjustment cannot be denied merely on the ground that actual generation exceeded design energy, without first reassessing the design energy based on past hydrological data. [Judgment dated 09.03.2026] **[APL 327 of 2021.pdf]**

In ***Haryana Vidyut Praswaran Niham Ltd. V. Central Electricity Regulatory Commission & Ors. (Appeal No. 79 of 2017)***, it was held that where a renewable energy generating station of capacity between 5 MW and 50 MW is developed in an existing generating station and seeks connectivity to the inter-State transmission system through the electrical system of the principal generator, and the principal generator is treated as an intra-State entity under the Indian Electricity Grid Code, the renewable energy generator is also to be treated as an intra-State entity for the purposes of connectivity and long-term access. It was further held that in such cases, the generator is required to obtain a No Objection Certificate ("NOC") from the concerned State Transmission Utility in the prescribed format under the Connectivity Regulations and the Detailed Procedure, which includes payment of applicable intra-State transmission charges and losses, and that the State Commission cannot limit the scope of such NOC to only metering and scheduling. [Judgment dated 09.03.2026] **[march 06- final Judgment in APL 79 of 2017.pdf]**

In ***Maharashtra State Electricity Distribution Company Limited V. Maharashtra State Electricity Regulatory Commission (MERC) & Ors (Appeal No. 100 of 2019)***, it was held that when a review petition raises several distinct issues and some are rejected while others are allowed, the doctrine of merger does not apply to the issues which were rejected, and the original order continues to govern those aspects. The Tribunal further held that an appeal against a review order is maintainable only in respect of the issues which were allowed in the review petition, whereas issues which were rejected in the review petition can only be challenged by appealing against the original order. [Judgment dated 11.03.2026] **[APL 100 of 2019.pdf]**

In ***Municipal Corporation of Greater Mumbai V. Maharashtra Electricity Regulatory Commission & Ors (Appeal No. 279 of 2017)***, it was held that phased development of a distribution network by a second licensee over seven years is permissible under Sections 42 and 43 of the Electricity Act, 2003, as no outer timeline for network completion is prescribed and progressive development is contemplated. It was further held that a State Commission is not bound by recommendations of an advisory committee, that duplication of networks in overlapping areas is an inevitable statutory outcome where multiple licensees operate, and

that denial of consumer switchover merely due to pending litigation is unjustified while a three-day period for sharing consumer information was found adequate based on prior operational experience. [Judgment dated 11.03.2026] **[March 11- Judgment in APL 279 of 2017.pdf]**

In ***Gujarat Urja Vikas Nigam Limited M/s Tarini Infrastructure Ltd & Ors (Appeal No. 221 of 2018 & 298 of 2018)***, it was held that in project-specific tariff determination, the State Commission must undertake a comprehensive prudence check of the actual capital cost incurred rather than merely relying on audited balance sheets or capping cost at the Detailed Project Report stage. It was further held that a Capacity Utilisation Factor of 70% as agreed in the Power Purchase Agreement shall be applicable, and that liquidated damages paid by the generator cannot be capitalized as part of project cost. It also held that the generator is entitled to carrying cost on the differential tariff amount from the date of commissioning, as such relief is restitutive in nature. [Judgment dated 11.03.2026] **[Revised- MARCH 10-Draft Judgment in APL 221 & APL 298 of 2018 (1).pdf]**

In ***M/s Simbhaoli Power Private Limited V. Uttar Pradesh Electricity Regulatory Commission & Ors (Appeal No. 128 of 2021)***, it was held that a Power Purchase Agreement is a sacrosanct contract binding on the parties, and its terms cannot be unilaterally altered on purely commercial considerations such as increased fuel costs, higher operational expenses, or technological obsolescence, as these do not constitute Force Majeure events under the contract or frustration under Section 56 of the Indian Contract Act, 1872. The Tribunal reiterated that the doctrine of Force Majeure must be interpreted narrowly and cannot be invoked merely because a contract has become financially or commercially onerous, especially where an alternative mode of performance exists. [Judgment dated 16.03.2026] **[App - 128 of 2021.pdf]**

In ***M/s Shree Cement Limited V. Karnataka Electricity Regulatory Commission & Ors. (Appeal No. 58 Of 2020)***, it was held that the appellant, by invoking the alternate supply clause, had waived its right to claim Force Majeure, since both remedies are mutually exclusive. Once the appellant elected to supply power through an alternate source, it could not simultaneously rely on Force Majeure to avoid liability. [Judgment dated 16.03.2026] **[March 10- Judgment Apl No.58 of 2020.pdf]**

In ***Damodar Valley Power Consumers' Association V. Central Electricity Regulatory Commission & Ors (IA NO.726 & 804 OF 2025 IN Appeal No. 123 OF 2017, IA NO. 730 & 806 OF 2025 IN Appeal No. 256 OF 2017, IA NO. 728 & 805 OF 2025 IN APPEAL NO. 143 OF 2018, IA NO.729 & 799 OF 2025 IN APPEAL NO. 142 OF 2020, IA NO.731 & 797 OF 2025 IN APPEAL NO. 255 OF 2017)***, it was held that a consumers' association incorporated under

Section 8 of the Companies Act, 2013 with the primary object of safeguarding the rights and interests of electricity consumers constitutes an "aggrieved person" under Section 111 of the Electricity Act, 2003, and is competent to maintain appeals against tariff orders passed by the Regulatory Commission. The Tribunal further held that where the association had beenconsistently granted leave to appeal in previous matters and the omission to implead an individual consumer-member was bona fide, the impleadment of such member at a belated stage would relate back to the date of institution of the appeal under the proviso to Section 21(1) of the Limitation Act, 1963. The Tribunal also ruled that the objection regarding locus standi raised by the respondent was barred by the doctrine of issue estoppel, having been decided against it in earlier proceedings. [Judgment dated 23.03.2026] **[APL 123 of 2017 & Batch APL 142 of 2020 and 255 of 2017 - Order in IAs -DVC.pdf]**

In ***The Electricity Department V. Sea Shell Hotels & Resorts & Ors (APPEAL NO. 296 OF 2022, Appeal No. 297 OF 2022 & APPEAL NO. 298 OF 2022)***, it was held that for electricity tariff purposes, hotels must be classified under the Commercial category and not under the Industrial category, as their core business is the provision of accommodation and hospitality services, which falls within the tertiary sector and does not constitute manufacturing or industrial activity. The Tribunal relied on the plain meaning of "industry" and "commercial" as understood in economic terms and he guidance under Section 62(3) of the Electricity Act, 2003, which permits tariff differentiation based on "the purpose for which the supply is required". The Tribunal further held that tariff determination and categorization of consumers are statutory functions of the Regulatory Commission and cannot be controlled by executive directions under Sections 108 or 109 of the Act. [Judgment dated 24.03.2026] **[Judgment in Appeal No. 296 of 2022 and batch.pdf]**

Supreme Court

In ***Southern Power Distribution Company of Andhra Pradesh Limited & Anr V. Green Infra Wind Solutions Limited & Ors (Civil Appeal Nos. 4495 of 2025)***, it was held that tariff determination is the exclusive province of the State Electricity Regulatory Commission under the Electricity Act, 2003, and there is no unallocated regulatory residue left outside its jurisdiction. It was further held that while the Commission has the power to consider and factor in any incentive or subsidy offered by the Central or State Government under its regulations, this power must be exercised as a collaborative enterprise and cannot be used to nullify the legislative or policy intent behind such incentives. The Court clarified that the Generation Based Incentive (“GBI”) scheme was intended as a generator-focused incentive to promote renewable energy, and the Commission's obligation to "take into consideration" such incentive does not automatically translate into a mandatory deduction from tariff; rather, the incentive must be given effect in furtherance of its purpose. [Judgment dated 25.03.2026] **[13927_2025_6_1501_69614_Judgement_25-Mar-2026.pdf]**

Arbitration Law

Delhi High Court

In ***M/s JSW IspatSteel Limited V. M/s Gas Authority of India Limited (FAO(OS)(COMM) 4/2024)***, it was reiterated that the scope of interference under Sections 34 and 37 of the Arbitration and Conciliation Act, 1996 is extremely limited, and courts cannot reappreciate evidence or substitute their interpretation merely because another view is possible. It held that the Single Judge exceeded the permissible jurisdiction under Section 34 by reassessing the arbitral tribunal's findings and substituting his own interpretation of the contract. [Judgment dated 09.03.2026] **[75209032026FAC42024_174047.pdf]**

In ***Delhi Jal Board V. M/s Mohini Electricals Limited (FAO(OS) (COMM) 210/2022)***, it was held that a review petition against an order passed under Section 37 of the Arbitration and Conciliation Act, 1996 is maintainable, particularly where the Hon'ble Supreme Court had granted liberty to approach the High Court in a similar matter, and such remedy was entertained on merits. However, the Court reiterated that a review petition is not an appeal in disguise and cannot be used to re-examine evidence, re-appreciate contractual clauses, or correct perceived errors of interpretation that do not constitute an error apparent on the face of the record. [Judgment dated 09.03.2026] **[75209032026FAC2102022_193143.pdf]**

In ***M/s Synergy Consultants V. M/s T.D. Williamson India Pvt Ltd. (FAO(OS)(COMM) 153/2024)***, the High Court was held that the scope of interference under Section 37 of the Arbitration and Conciliation Act, 1996 is even narrower than under Section 34, and an appellate court cannot re-appreciate evidence or substitute its interpretation of the contract where the Arbitral Tribunal has adopted a plausible view. It was further held that entitlement to commission under a representative agreement is not automatic but must be established by proving active participation and discharge of contractual obligations in relation to the specific project, and that refusal to grant pre-institution interest lies within the discretion of the Arbitrator and does not warrant interference unless shown to be arbitrary. [Judgment dated 10.03.2026] **[75010032026FAC1532024_152827.pdf]**

In ***Sejal Scales V. Axis Bank Limited (ARB.P. 2044/2025),*** the High Court reiterated that judicial scrutiny under Section 11 of the Arbitration and Conciliation Act, 1996 is limited to the prima facie existence of an arbitration agreement. Since a valid arbitration clause existed, the Court appointed a sole arbitrator. **[Judgment dated 10.03.2026] [68010032026AA20442025_195038.pdf]**

In ***Central Warehousing Corporation V. Indo Arya Logistics, A Unit of Indo Arya Central Transport Ltd. (FAO(COMM)75/2024 & CMAPPL.24522/2024)***, it was held that in a challenge under Section 34 of the Arbitration and Conciliation Act, 1996, the Court cannot substitute the view of the Arbitrator with its own view merely because another view is possible, unless the award is patently illegal or contrary to public policy. The Court further held that the maxim res ipsa loquitur was correctly applied by the Arbitrator where the godown was in the exclusive control and management of the respondent and the cause of fire was unknown, as the burden of proof shifts to the party in control to explain the absence of negligence. The Court set aside the order of the District Judge, restored the Arbitral Award, and held that the initial burden of proof under Section 101 of the Evidence Act, 1872, does not preclude application of the doctrine where the surrounding circumstances point to the defendant's knowledge and control. [Judgment dated 10.03.2026] **[Microsoft Word - FAO _Comm_ 75 of 24 - Central Warehousing Corporation v Indo Arya Logistics]**

In ***Igatpuri Highway Private Limited V. National Highways Authority of India (O.M.P.(I) (COMM.)-84/2026)***, it was held that where a cure period notice under a concession agreement is issued less than two months before the expiry of the concession period and the reasons for the notice prima facie involve interpretation of the agreement, the Court may exercise its jurisdiction under Section 9 of the Arbitration and Conciliation Act, 1996 to stay the operation of the notice to preserve the existing contractual framework pending arbitration. The Court found that the balance of convenience and the risk of irreparable harm favoured the petitioner, as allowing the notice to operate would affect the commercial viability of the project. Accordingly, the Court stayed the cure period notice until the first date of hearing before the Arbitral Tribunal, treated the Section 9 petition as an application under Section 17 of the Act, and referred the disputes to arbitration. **[Judgment dated 11.03.2026] [680100320260MPICOMM842026_194638.pdf]**

In ***Man Industries (India) Limited V. Gail (India) Limited (O.M.P. (COMM)-191/2019)***, it was held that construction of contract terms falls within the exclusive domain of the Arbitral Tribunal, and a court exercising jurisdiction under Section 34 of the Arbitration and Conciliation Act, 1996 cannot interfere unless the arbitrator's interpretation is perverse or no reasonable person could have adopted it. It was further held that where a contract provides for liquidated damages/price reduction as a genuine pre-estimate of loss, the party claiming damages is not required to prove actual loss, especially in public utility projects where quantifying loss is difficult. **[Judgment dated 11.03.2026] [ABL110320260MPCOMM1912019_171122.pdf]**

In ***Tata Capital Ltd V. M/s Manju Traders and Anr (ARB.P. 975/2025),*** it was held that under Section 8(3) of the Arbitration and Conciliation Act, 1996, the pendency of an application under Section 8 before a civil court does not bar the commencement or continuation of arbitration proceedings, nor does it preclude the filing or disposal of a petition under Section 11 for appointment of an arbitrator. It was further held that at the stage of proceedings under Section 11, the Court is only required to satisfy itself prima facie as to the existence of an arbitration agreement, and all other questions are left for determination by the Arbitral Tribunal. [Judgment dated 11.03.2026 **[Microsoft Word - Tata Capital v. M s Manju Traders 11032026 item 2 emailed.doc]**

In ***St. Joans Educational Society V. Mahanagar Telephone Nigam Ltd. (MTNL) (ARB.P. 2096/2024)***, it was reiterated that the scope of judicial scrutiny under Section 11 of the Arbitration and Conciliation Act, 1996, is limited to examining the prima facie existence of an arbitration agreement, and courts should not undertake a detailed inquiry into disputed issues, which fall within the jurisdiction of the Arbitral Tribunal. [Judgment dated 11.03.2026] **[68011032026AA20962024_164700.pdf]**

In ***Delhi Development Authority V. Kunal Food Products Pvt Ltd (O.M.P. (COMM) 407/2025)***, it was held that the limitation period for filing a petition under Section 34 of the Arbitration and Conciliation Act, 1996 is absolute and unextendible beyond the outer limit of 120 days from the date of receipt of the arbitral award. It was observed that the phrase "but not thereafter" in Section 34(3) leaves no discretion to entertain a petition filed beyond this period, regardless of the reasons advanced for the delay, as the statutory scheme intends to curtail the supervisory role of courts and ensure finality of arbitral awards. [Judgment dated 11.03.2026] **[Microsoft Word - Delhi Development Authority v. Kunal Food Products Pvt. Ltd. _1 .doc]**

In ***Galaxy Infra and Engineering Pvt Ltd. Pravin Electricals Pvt Ltd. (O.M.P. (COMM) 463/2023)***, the Hon'ble Delhi High Court reiterated that under Section 34 of the Arbitration and Conciliation Act 1996, courts cannot re-appreciate evidence or interfere with findings of fact unless the award is perverse, patently illegal, or contrary to public policy. Since the arbitrator's findings were reasoned and plausible, the Court held that no ground for interference could be made out and accordingly dismissed the petition. [Judgment dated 11.03.2026] **[75911032026OMPCOMM4632023_160449.pdf]**

In ***M/s Cosco Blossoms Private Ltd V. Oriental Insurance Company Ltd. (O.M.P. (COMM)-568/2016),*** it was held that an Arbitral Award is perverse and liable to be set aside under Section 34 of the Arbitration and Conciliation Act, 1996 where the Arbitrator ignores

vital evidence and relies solely on a surveyor's report that is defective, as the surveyor himself admitted that no inventory was prepared, no measurements were taken, and the report was based on memory. It was further held that a surveyor's report, though important, is neither sacrosanct nor binding, and cannot be accepted at face value when contradicted by other evidence on record. [Judgment dated 12.03.2026] **[JSM120320260MPCOMM5682016_191151.pdf]**

In ***SARR Freights Corporation & Anr. V. Argo Coral Maritime Ltd. (CS(OS) 868/2025 & I.A. 30141/2025)***, it was held that anti-arbitration injunctions can be granted only in exceptional circumstances, such as when proceedings are vexatious, oppressive, or unconscionable. Where a prima facie valid arbitration agreement exists and is not null and void, inoperative or incapable of being performed, the Court must relegate parties to arbitration under Section 45 of the Arbitration and Conciliation Act, 1996. The Court further held that under the principles of Kompetenz-Kompetenz and minimal judicial interference, questions regarding validity of the arbitration agreement and jurisdiction of the Arbitral Tribunal are to be decided by the Tribunal itself. [Judgment dated 13.03.2026] **[592130320260S8682025_184835.pdf]**

In ***Supermint Exports Pvt Ltd. V. New India Assurance Co Ltd. & Ors. (FAO(OS) (COMM)-286/2022)***, it was held that under Section 34 of the Arbitration and Conciliation Act, 1996, an arbitral award can be set aside on the ground of patent illegality only where the arbitrator has misunderstood the law and proceeded on a fundamentally incorrect legal principle, not merely where he has erroneously applied the law to the facts. The Court further held that in insurance claims, a discharge voucher executed by the insured in full and final settlement constitutes accord and satisfaction, and the insured cannot escape its effect merely by pleading financial stringency or economic duress unless it is established that the voucher was obtained by fraud, coercion, or undue influence, and that the insurer refused to release even the admitted amount without execution of the voucher. [Judgment dated 16.03.2026] **[Microsoft Word - Supermint FINAL .doc]**

In ***Grow Indigo Private Limited V. Prayag Seeds Agrotech (ARB.P.-742/2025) and Ramanand Mahto V. Ashwath Quippo Infra Projects Pvt Ltd. (ARB.P. 227/2026)***, it was held that the scope of judicial scrutiny under Section 11(6) of the Arbitration and Conciliation Act, 1996 is limited to a prima facie examination of the existence of an arbitration agreement, and does not extend to adjudicating contentious factual or legal issues such as accord and satisfaction, which are mixed questions of law and fact falling within the exclusive jurisdiction of the Arbitral Tribunal. The Court relied on SBI General Insurance Co. Ltd. v. Krish Spinning to reiterate that the Referral Court’s role is facilitative and procedural,

and that even ex facie frivolity or dishonesty in litigation is a matter best left for the Arbitral Tribunal to decide upon appreciation of evidence. [Judgment dated 16.03.2026] **[68016032026AA7422025_112420.pdf]**

In ***Moonwalk Infra Projects Private Limited V. M/A Onstruq Interlayer Private Limited (AA - 1335/2025 & ARB. P. 1139/2025)***, it was held that at the stage of appointment of an arbitrator under Section 11 of the Arbitration and Conciliation Act, 1996, the Court's inquiry is limited to a prima facie assessment of the existence of a valid arbitration agreement, and issues such as whether the underlying contract was concluded, whether the proposal was accepted within time, or whether the Work Orders constitute the final contractual document, involve mixed questions of fact and law that must be left for the Arbitral Tribunal to decide. The Court further held that where a Work Order expressly references a Techno Commercial Offer containing technical specifications and an arbitration clause, and is issued pursuant to final negotiations, the case falls within the "single-contract" category under Inox Wind Ltd., and a general reference to the underlying document is sufficient to incorporate the arbitration clause by reference, even without specific mention of the arbitration clause itself. [Judgment dated 17.03.2026] **[JSM17032026AA11392025_182249.pdf]**

In ***Union of India V. M/s NJR Constructions Pvt Ltd. (O.M.P. (COMM) 108/2025)***, it was held that time spent bona fide prosecuting a Section 34 petition before a court lacking pecuniary jurisdiction is excludable under Section 14 of the Limitation Act, 1963. However, time taken to obtain certified copies of pleadings from that court is not excludable under Section 12, which only excludes time for obtaining copies of the impugned award itself. The Court further held that a delay of 585 days in re-filing caused by the counsel misplacing the file did not constitute "sufficient cause" for condonation, as mere negligence cannot justify such extraordinary delay. Accordingly, the petition was dismissed as time-barred. **[Judgment dated 17.03.2026] [68017032026OMPCOMM1082025_155446.pdf]**

In ***Tata Capital Housing Finance Ltd. V. Nitin Kumar Aggarwal (ARB.P. 950/2025)***, it was held that a party which voluntarily withdraws arbitration proceedings without seeking liberty to reinvoke arbitration is precluded from filing a fresh application under Section 11 of the Arbitration and Conciliation Act, 1996 on the same cause of action, applying the principles underlying Order XXIII Rule 1 of the CPC as laid down in HPCL Bio-Fuels Ltd. v. Shahaji Bhanudas Bhad, 2024 SCC OnLine SC 3190. **[Judgment dated 17.03.2026] [68017032026AA9502025_122325.pdf]**

In ***Proto Developers and Technologies Limited V. M/S Antriksh Realtech Private Ltd. (FAO(OS) (COMM) 189/2024 & CM APPL. 48495/2024),*** it was held that an appeal under

Section 37 of the Arbitration and Conciliation Act, 1996 does not entail a rehearing of the objections under Section 34, and the appellate court is confined to examining whether the Single Judge remained within the well-settled parameters governing interference with an arbitral award, including whether the interpretation adopted by the Arbitral Tribunal is one that no reasonable person could have taken. The Court further held that where the Arbitral Tribunal has evaluated pleadings, testimony, and material on record, the sufficiency and weight of evidence falls within its exclusive domain and is not open to re-appreciation under Sections 34 or 37, especially when a party fails to cross-examine a witness on a crucial aspect. The Court also held that a plea of limitation assumes jurisdictional character only where a claim is ex facie time-barred, and where the issue involves computation of periods or applicability of exclusions, it remains within the arbitral domain. [Judgment dated 18.03.2026] **[75018032026FAC1892024_121106.pdf]**

In ***Manisha Projects Pvt Ltd V. Union of India (O.M.P. (COMM) 558/2025)***, it was held that unilateral appointment of an arbitrator in terms of the arbitration clause is impermissible under Section 12(5) of the Arbitration and Conciliation Act, 1996 read with the Seventh Schedule, and any award rendered pursuant to such appointment is liable to be set aside. The Court clarified that the ineligibility of a unilaterally appointed arbitrator cannot be cured by the party's subsequent no-objection or participation in the proceedings, as the proviso to Section 12(5) requires an express waiver in writing after the dispute has arisen. [Judgment dated 18.03.2026] **[68018032026OMPCOMM5582025_162237.pdf]**

In ***MMTC Limited V. M/s Knowledge Infrastructure & Anr. (O.M.P. (COMM)-404/2020)***, it was held that an Arbitral Award cannot be set aside under Section 34 of the Arbitration and Conciliation Act, 1996 merely because a different view is possible; interference is warranted only if the award contravenes the fundamental policy of Indian law or conflicts with the most basic notions of morality or justice, which requires the award to shock the conscience of the Court. It was reiterated that the Arbitrator is the master of evidence and interpretation of the contract, and where the Arbitrator has taken a plausible view such as holding that amounts demanded by a third party cannot be withheld indefinitely by the petitioner, the Court will not interfere. [Judgment dated 19.03.2026]**[SMP19032026OMPCOMM4042020_210808.pdf]**

In ***Air India Limited V. Air India Aircraft Engineers Association & Anr. And National Aviation Company of India Ltd. V. Indian Aircraft Technicians Association & Anr (FAO(OS) 125/2023 and FAO(OS) 126/2023)***, it was held that an appeal under Section 37 of the Arbitration and Conciliation Act, 1996 is supervisory in nature and narrower than Section 34, and the appellate court cannot reassess evidence or substitute its view for that of the Arbitral Tribunal or the Section 34 court. The Court reiterated that the scope of reference to

arbitration is determined by the Supreme Court orders referring the dispute, and the Arbitral Tribunal does not exceed its jurisdiction by examining executive instructions (such as Presidential Directives) where such examination is integral to adjudicating the dispute. The Court further held that a Presidential Directive issued under Section 9 of the Air Corporations Act does not possess statutory force and cannot override the terms of reference agreed upon by the parties before the Supreme Court. The Court also affirmed that post-award interest under Section 31(7)(b) includes both principal and pre-award interest, and that courts have no power to modify an arbitral award under Section 34, including the interest component, unless it is perverse or patently illegal. [Judgment dated 20.03.2026] **[75020032026FAOOS1252023_123612.pdf]**

In ***Rites ltd. Through its Group General Manager V. M/s Apex Construction Company & Anr. (O.M.P. (COMM) 221/2023 & I.A. 11873/2023)***, it was held that the unilateral appointment of an arbitrator by a party, where the other party is restricted to selecting from a curated panel maintained by the appointing party, violates Section 12(5) read with the Seventh Schedule of the Arbitration and Conciliation Act, 1996, and is void ab initio. The Court reiterated that ineligibility under Section 12(5) cannot be waived by mere conduct or participation in the proceedings; waiver requires an express agreement in writing after the dispute has arisen, and even the party making the unilateral appointment can challenge the award on this ground for the first time under Section 34. [Judgment dated 20.03.2026] **[75920032026OMPCOMM2212023_151737.pdf]**

In ***Era Infra Engineering Limited V. National Highways Authority of India & Anr (ARB. A. (COMM.)-47/2025)***, it was held that an order of the Arbitral Tribunal rejecting an application for impleadment of a non-signatory to the arbitration agreement constitutes a decision on jurisdiction under Section 16 of the Arbitration and Conciliation Act, 1996, and is appealable under Section 37(2)(a) of the Act. The Court clarified that the word "plea" in Section 16 includes a plea that the tribunal lacks jurisdiction, and such a plea is accepted when the tribunal refuses to implead a party on the ground that it has no jurisdiction qua that party. Reversing the tribunal's order, the Court held that a non-signatory may be impleaded in arbitral proceedings where the factors enumerated in ONGC Ltd. v. Discovery Enterprises (P) Ltd; (2022) 8 SCC 42. such as mutual intent, relationship, commonality of subject-matter, composite nature of transactions, and performance of the contract are prima facie established. [Judgment dated 23.03.2026] **[75923032026ARBACOMM472025_163717.pdf]**

In ***Wadia Techno Engineering Services Limited V. Director General of Married Accommodation Project & Anr (FAO(OS) (COMM) 195/2024, FAO(OS) (COMM) 196/2024 and FAO(OS) (COMM) 198/2024***, it was held that that in an appeal under Section 37 of the

Arbitration and Conciliation Act, 1996, the scope of interference is narrower than under Section 34, and the appellate court cannot reassess evidence or substitute its interpretation of the contract merely because another view is possible. The Court reaffirmed that interpretation of contractual provisions is primarily within the domain of the Arbitral Tribunal, and where the Tribunal's interpretation is plausible and based on the material on record, courts exercising jurisdiction under Sections 34 and 37 will not interfere. [Judgment dated 24.03.2026] **[75024032026FAC1952024_115045.pdf]**

In ***Ramasethu Infrastructure V. Indian Railways Welfare Organisation (O.M.P. (COMM) 348/2020)***, it was held that an award under Section 34 of the Arbitration and Conciliation Act, 1996 can be challenged only on limited grounds including violation of natural justice, disregard of superior court orders, contravention of the fundamental policy of Indian law, conflict with the most basic notions of morality or justice, or where the award shocks the conscience of the Court and not merely because a different or better view is possible. The Court reiterated that the interpretation of contractual terms, including force majeure clauses, lies primarily within the domain of the Arbitral Tribunal, and where the Tribunal's view is plausible and based on evidence, it does not warrant interference. [Judgment dated 24.03.2026] **[O.M.P. (COMM) 348-2020--RAMASETHU INFRASTRUCTURE]**

In ***Engineering Projects India Limited V. Allied Construction (O.M.P. (COMM) 515/2018***, it was held that unilateral appointment of an arbitrator by the Chairman and Managing Director of a party under an arbitration clause providing for such appointment is in violation of Section 12(5) read with the Seventh Schedule of the Arbitration and Conciliation Act, 1996, and is void ab initio, rendering the entire arbitral proceedings and the resultant award a nullity. The Court reaffirmed that an employee of a party is ineligible to act as an arbitrator and cannot nominate or appoint any other person as arbitrator in the absence of an express written agreement between the parties waiving the applicability of Section 12(5) after the dispute has arisen. Participation in proceedings, conduct, or silence does not constitute waiver, nor does the fact that the party itself made the unilateral appointment. Such objection to lack of inherent jurisdiction can be raised at any stage, including for the first time in a Section 34 petition. The law declared by the Supreme Court is always the law, and an award cannot be saved merely because it was passed before a clarifying judgment. [Judgment dated 25.03.2026] **[75925032026OMPCOMM5152018_185103.pdf]**

In ***UEM India Private Limited vs ONGC Limited (O.M.P. (COMM) 393/2018)*****,** it was held that damages under Section 73 of the Contract Act cannot be awarded in the absence of proof of actual loss, and where the tribunal rejects counterclaims for damages under multiple heads

for lack of evidence, it cannot subsequently award a quantified sum as "reasonable damages" without recording a finding that actual damages could not be proved or providing a basis for quantification. The Court further held that while an award may be set aside in part under the proviso to Section 34(2)(a)(iv), a severable part such as the portion awarding damages over and above liquidated damages, can be set aside while upholding the remaining findings, including the validity of liquidated damages and other claims. Since the tribunal had upheld invocation of the performance bank guarantee and awarded liquidated damages for delay, but awarded an additional Rs. 11.93 crore as damages over and above without any evidentiary basis, that portion of the award was set aside as unreasoned and contrary to law. [Judgment dated 28.03.2026] **[759280320260MPCOMM3932018_150238.pdf]**

Supreme Court

In ***Municipal Corporation of Greater Mumbai V. M/s R.V. Anderson Associates Limited (2026 INSC 228)***, it was held that an arbitration clause providing that if the two arbitrators fail to appoint the third arbitrator within 30 days, the third arbitrator shall be appointed by the Secretary General of the International Centre for Settlement of Investment Disputes, Washington D.C. ("ICSID"), is enabling and not restrictive in nature. The Court observed that the provision merely grants liberty to the parties to seek appointment from ICSID in case of an impasse, but does not denude the co-arbitrators of their power to appoint the presiding arbitrator if no party approaches ICSID. The Court further held that while a timely challenge under Section 16 prevents statutory waiver under Section 4, the prior conduct of a party in acquiescing to the appointment process without objection is a relevant factor in interpreting the contractual scheme, and that a party cannot keep a "jurisdictional ace" up its sleeve and later challenge the appointment after actively participating in the proceedings. [Judgment dated 11.03.2026] **[46184_2025_3_1501_69233_Judgement_11-Mar-2026.pdf]**

In ***M/s ABS Marine Services V. The Andaman and Nicobar Administration (CIVIL APPEAL NOS. 3658-3659 of 2022),*** it was held that a contractual clause which empowers one party to unilaterally decide disputes and bars both court and arbitration remedies is void and contrary to the fundamental principle of ubi jus ibi remedium (no wrong without a remedy), and cannot be sustained when the other party disputes liability. The Court reiterated that a party to a contract cannot be the arbiter of its own cause, and where the existence of a breach is disputed, the question of liability must be adjudicated by an independent forum such as a court or arbitral tribunal. The Court further held that arbitration clauses must be interpreted harmoniously to avoid absurdity, and a widely worded arbitration clause will encompass disputes unless explicitly excluded, but such exclusion cannot create a vacuum in legal remedies. [Judgment dated 23.03.2026] **[37911_2018_15_1501_69752_.pdf]**

In ***M/S Bharat Udyog Ltd. V. Ambernath Municipal Council Through Commissioner and Anr. (SPECIAL LEAVE PETITION (C) NO. 1127 OF 2017)***, it was held that there is no valid arbitration agreement under Section 2(a) of the Arbitration Act, 1940 where the contract clause only provided for departmental dispute resolution through the Collector and higher government authorities, without any intention to refer disputes to arbitration. The Court further held that the State Government had no authority under Section 143-A(3) of the Maharashtra Municipal Councils Act, 1965 to appoint an arbitrator, as the power to regulate octroi collection does not extend to arbitrating contractual disputes. The Court also held that mere participation in arbitral proceedings without consent does not confer jurisdiction or create estoppel, and an award rendered without an arbitration agreement is a nullity (coram non judice). [Judgment dated 24.03.2026] **[Judgement 24-Mar-2026.pdf]**

Environment Law

National Green Tribunal (NGT)

In ***Sudesh Kumar V. State of Haryana & Ors with Narender Pandey V. State of Haryana & Ors (Original Application No. 123/2024, (I.A. Nos. 96/2025 & 59/2024) and Original Application No. 238/2025)***, it was observed that illegal felling of 180 trees constituted a violation, directing compensatory plantation of 1,800 trees with five-year survival monitoring by the DFO, Faridabad. The Tribunal further directed the Haryana State Pollution Control Board to inspect the solid waste processing facility within three months and take appropriate action for compliance with the Solid Waste Management Rules, 2016, including addressing the absence of required consent/authorization, while noting that the land was owned by the Municipal Corporation and no violation of siting criteria was established. [Judgment dated 24.03.2026] **[gen_pdf_test.php]**

Supreme Court

In ***Naveen Solanki & Another V. Rail Land Development Authority & Others (CIVIL APPEAL NO.10656 OF 2024)***, it was held that a Master Plan duly approved and notified has statutory force and provides the binding framework for land use and urban development, and its operation cannot be unsettled merely by subsequent changes in vegetation or tree growth, particularly where such growth includes invasive species that do not form part of a natural forest ecosystem. The Court clarified that the relevant date for determining whether land qualifies as "deemed forest" under the Forest (Conservation) Act, 1980 is the date of coming into force of the Master Plan, and land not recorded as forest or deemed forest at that stage cannot later be declared as such to override the planning framework. The Court also held that the presence of invasive species such as Vilayati Kikar does not indicate a natural forest ecosystem, and that ecological restoration must focus on native species. [Judgment dated 20.03.2026] **[36919_2024_11_1503_69521_Judgement_20-Mar-2026.pdf]**

In ***Indian Oil Corporation Ltd. V. Deepak Sharma and Ors. (Civil Appeal No.3042 of 2023)***, it was held that the NGT, being an adjudicatory authority under Sections 14 and 15 of the NGT Act, must decide disputes on merits after giving parties an opportunity to be heard, and cannot abdicate its judicial function by entrusting adjudication to an expert committee or disposing of matters without proper consideration of evidence. The Court deprecated the

NGT's practice of constituting committees to decide issues, treating such committees as adjudicatory bodies, and passing orders without notice or in violation of principles of natural justice as mandated under Section 19(1) of the NGT Act. The Court further held that the mere existence of a residence or school in the vicinity does not ipso facto violate siting criteria unless the area is designated as residential under local laws, and that the burden lies on the applicant to establish locus standi. **[Judgment dated 23.03.2026] [40227_2022_12_1501_69554_Judgement_23-Mar-2026.pdf]**

Sector-Wise Updates

Notifications, Circulars & Amendments

Power and Energy Sector

A. Electricity (Amendment) Rules, 2026 – Captive Power Plants:

The Ministry of Power has issued the Electricity (Amendment) Rules, 2026, effective from 13.03.2026 (with certain provisions from 01.04.2026), to amend the Electricity Rules, 2005. The key updates clarify captive generating plant requirements: they expand the definition of "ownership" to include group companies (subsidiaries, holding companies) for collective treatment; introduce flexible consumption limits for associations of persons (AoPs) and special purpose vehicles (SPVs), where individual consumption above the proportionate share is not disqualified but treated as non-captive; and establish a new verification mechanism intra-state by state nodal agencies and inter-state by the National Load Despatch Centre (NLDC) with a pending verification process allowing users to avoid cross-subsidy surcharge temporarily, subject to later payment with carrying cost if captive status fails. **[Electricity_Amendment_Rules_2026_alongwith_Explanatory_Note.pdf]**

B. Draft Central Electricity Authority (Installation and Operation of Meters) Amendment Regulations, 2026:

The Central Electricity Authority ("CEA") has released the Draft Central Electricity Authority (Installation and Operation of Meters) Amendment Regulations, 2026, inviting public comments by 26.03.2026. The key proposed updates mandate smart meters for all consumers in areas with communication networks within timelines set by the Central Government, while prepayment meters are allowed in non-network areas as permitted by State Commissions. Additionally, the amendments introduce interoperability requirements for Advanced Metering Infrastructure and specify that smart meters with accuracy class 1.0/0.5S shall serve as interface meters for open-access consumers at voltages up to 650 V, with separate metering arrangements proposed for open-access consumers above 650 V.
[Draft_Central_Electricity_Authority_Installation_and_Operation_of_Meters_Amendment_Regulations_2026_last_date_of_submission__26.03.2026.pdf]

C. CERC (Terms and Conditions for Renewable Energy Certificates) (First Amendment) Regulations, 2026:

The CERC has issued the Renewable Energy Certificates ("REC") (First Amendment) Regulations, 2026, effective from the date of publication in the Official Gazette, to amend the REC Regulations, 2022. The key updates introduce a Certificate Multiplier framework for eligible renewable energy generating stations based on technology maturity, tariff range, and capacity credit/peak support, with multipliers assigned as follows: onshore wind and solar (1.0), hydro (1.5), municipal solid waste and non-fossil fuel-based cogeneration (2.0), biomass and biofuel (2.5), and newly commissioned projects after the amendment's effective date to be governed by a detailed scoring methodology in Appendix-1 (including pumped hydro at 3.0, offshore wind at 4.0, BESS charged by renewables at 3.0, and hybrid RE at 1.5). The amendments also introduce provisions for Virtual Power Purchase Agreements (VPPAs), allowing RECs from generating stations with VPPAs to be transferred to consumers or designated consumers for meeting Renewable Purchase Obligations (RPO) or Renewable Consumption Obligations (RCO), with such RECs extinguished upon use but any excess certificates allowed to be carried forward (not sold). Additionally, the definition of "Designated Consumer" and "Renewable Consumption Obligation (RCO)" has been added referencing the Energy Conservation Act, 2001, while captive renewable generating plants not fulfilling captive conditions under the Electricity Rules, 2005 but having self-consumption are now eligible for REC issuance, and applications for certificates must be filed within three months from State Commission certification, failing which no certificates shall be issued. **[207-Noti.pdf]**

D. CERC (Terms and Conditions of Tariff) (Second Amendment) Regulations, 2026:

The CERC has issued the Tariff (Second Amendment) Regulations, 2026, effective from 20.03.2026 (with mining-related provisions retrospective to 01.04.2026), to amend the Tariff Regulations, 2024. The key updates introduce a framework for integrated Energy Storage Systems ("ESS") co-located with thermal generating stations and transmission systems, providing for supplementary tariff (fixed storage and energy charges) with norms including 90% availability, 85% round-trip efficiency, 5% auxiliary consumption, 6.33% depreciation, 14% return on equity, and 2% O&M expenses (escalated at 5.25% for two years) , along with a 10 paise/kWh incentive for excess discharge. The amendments also establish in-principle approval procedures for ESS capitalization (Regulations 29A, 29B), introduce a Regulatory Sandbox allowing up to 1% of annual fixed cost or Rs.100 crore for innovation projects, revise thermal O&M norms from 3.5%/5.0% to 3.0%/4.5%, expand integrated mine provisions to include the Mines and Minerals Act, 1957 with gain-sharing for production exceeding mining plan targets, and update tariff filing forms to incorporate ESS-specific schedules. **[206-Noti.pdf]**

Environment Sector

A. Solid Waste Management Rules, 2026:

The Ministry of Environment, Forest and Climate Change has notified the Solid Waste Management Rules, 2026, superseding the 2016 rules, effective 01.04.2026. The new rules introduce a comprehensive framework extending applicability to both urban and rural local bodies, with detailed provisions on waste segregation (wet, dry, sanitary, and special care waste), decentralized processing, and the introduction of Extended Bulk Waste Generator Responsibility (EBWGR) certificates for bulk waste generators. Key updates include mandatory material recovery facilities (MRFs), a centralized online portal for registration and reporting, specific timelines for implementation based on population, and binding requirements for industries within specified distances to utilize refuse-derived fuel (RDF) or segregated combustible fractions from solid waste. **[SWM-Rules-2026.pdf]**

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