PROJECTS, ENERGY & INFRASTRUCTURE

MONTHLY NEWSLETTER

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LEGAL & POLICY UPDATES

In this Issue

Amended guidelines for tariff based competitive bidding process

- Ministry of New and Renewable Energy (**MNRE**) has issued an amendment dated September 25, 2020 in relation to the Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects (**Guidelines**), wherein following alterations to the Guidelines have been proposed:
  - The successful bidder shall ensure that their shareholding in the project executing company shall not fall below 51 % at any time prior to 1 year from date of commercial operation as against the earlier prescribed period of 3 years, except with prior approval of procurer.
  - The successful bidder shall ensure that its promoters shall not cede control of bidding company till 1 year as against earlier prescribed period of 3 years from date of commercial operation, except with prior approval of procurer.
  - In relation to quantum of Earnest Money Deposits (**EMD**), bidders can now furnish EMD in the form of a bank guarantee/letter of undertaking as well as payment on Order Instrument. In the erstwhile regime, EMD could be furnished by bidders only through a bank guarantee.
  - Similarly, Guidelines now also permit payment on Order Instrument or a letter of undertaking issued by non-banking financial institutions such as IREDA, PFC and REC as an acceptable form of negotiable instrument even for performance bank guarantees and other bank guarantees.
  - Given that the amended Guidelines will usher in a broader range of bidders having greater flexibility, its effective implementation is expected to play a key role in the development of the Indian renewable energy sector.

Qualification criteria with respect to national highway projects relaxed for bidders

- The Ministry of Road Transport & Highways (**MORTH**) vide an office memorandum dated October 15, 2020 notified relaxation in technical and financial qualification for bidders of national highway projects under Hybrid Annuity Mode (**HAM**) and Build, Operate, Transfer mode (**BOT**).
- Subsequent to the amendment under HAM, the bidders are only required to have a minimum net-worth of 15% of EPC at the close of the preceding financial year as compared to 25% prior to the amendment. Similarly, the technical qualifications have been altered under both HAM and BOT to broaden the scope of the 'core sector' as well as reduce the requisite capital cost of the project which stands at only 5% of the amount specified as the estimate project cost now from 10% in the earlier regime.
- The abovementioned relaxations are expected to give the smaller players a push to participate in high value projects, increasing competition in the sector.

PNGRB invites comments on draft CGD and CNG Regulations

- PNGRB issued a draft PNGRB (Determination of Transportation Rate for CGD and Transportation Rate for CNG) Regulations, 2020 (**Draft Regulations**). The Draft Regulations propose to repeal PNGRB (Determination of Network Tariff for City or Local Natural Gas Distribution Networks and Compression Charge for CNG) Regulations, 2008.
- The Draft Regulations apply immediately at the end of period of exclusivity from the purview of common or contract carrier, pursuant to 2008 Regulations. The exclusivity period, as per the 2008 Regulations, to lay, build, operate or expand a city or local natural gas distribution with respect to common carrier or contract carrier is eight years subject to conditions set out in 2008 Regulations. The Draft Regulations will apply to the following entities:
  - Entity authorized by Central Government before appointed day i.e. date of appointment of PNGRB
  - Entity not authorized by Central Government before appointed day
  - Entity authorized to lay, build, operate or expand any pipeline as a common carrier or contract carrier and lay, build, operate or expand any city or local natural gas distribution network, under PNGRB Act

Draft Electricity (Change in law, Must-run status and other matters) Rules, 2020

- Ministry of Power, Government of India (**MoP**), on October 01, 2020 issued Draft Electricity Rules, 2020 (**Draft Rules**) and has sought comments by October 22, 2020. The Draft Rules propose the following:
- **Change in law**
  - The Draft Rules define the term 'Change in law' and provide for an expeditious method for adjustment in tariff within a maximum of 30 days period from the change in law event.
  - The Draft Rules go a step further and provide that in case a formula for pass through is not provided in the power purchase/sale agreement, Appropriate Government may prescribe a formula or adopt the formula prescribed under the Annexure with the Draft Rules.
  - The pass through shall be on per unit of electricity and shall be recovered as part of tariff.
  - Within 30 days from the time of the pass through coming into effect, the documentation for the same shall be submitted before Appropriate Commission and the Appropriate Commission shall verify the calculation of pass through and do the truing up within 60 days from the pass through coming into effect.
- **Must-run status**
  - All renewable power plants (as notified by the Appropriate Government) shall have a must-run status and shall not be curtailed for commercial reasons.
  - In case power from a renewable power plant is curtailed and notice for the such curtailment was not provided 24 hours in advance, then the Generator shall be compensated by the Procurer for loss of generation at the rates prescribed under the tariff; in cases where such rates are not prescribed, the rate for compensation shall be 75% of the tariff.
  - In cases where notice for curtailment is served 24 hours in advance, the Generator shall sell the power at Power Exchange and the amount realized (after expenses) from sale of power at Power Exchange shall be deducted from the compensation payable, and any excess realization shall be carried forward.
- **Trading Licensee**
  - Intermediary procurers are allowed to procure power through a transparent bidding process for sale to distribution licensees. In case of bucket filling basis, the weighted average of all bids received shall be the resultant bid rate for the bid.
  - For agreements signed prior to the coming into effect of these rules, the tariff applicable shall be the weighted average tariff of all suppliers selected in the same bidding process
  - The weighted average tariff shall be adopted after hearing the parties concerned and shall be trued up by Appropriate Commission on yearly basis.
  - Trading licensees allowed to retain trading margin as specified in the agreements/ regulations/ determined by Commission.

Draft Electricity (Late Payment Surcharge) Rules, 2020

- MoP on October 08, 2020 issued Draft Electricity Rules, 2020 on Late Payment Surcharge (**Draft Rules**). The Draft Rules propose the following:
  - The distribution company shall be liable to pay a late payment surcharge to the generating company or the transmission licensee, on any amount pending after the due date.
  - In case the due date is not provided under the agreement between the parties, then the same shall be treated to be 45 days from conclusion of supply or transmission for the month or any agreed period.
  - The late payment surcharge shall be paid at the applicable bank rate or the rate as provided in the agreement for supply or transmission of power, whichever is lower. The rate shall increase by 50 basis points each month after the expiry of the first month after the due date, subject to a maximum of applicable bank rate plus 200 basis points.
  - Upon payment by the distribution licensee, the same shall be first adjusted towards the late payment surcharge and thereafter towards the monthly charges starting from the longest overdue payment.

MERC issues the MERC (Consumer Grievance Redressal Forum & Electricity Ombudsman) Regulations, 2020

- Maharashtra Electricity Regulatory Commission (**MERC**) has issued the MERC (Consumer Grievance Redressal Forum & Electricity Ombudsman) Regulations, 2020 on September 21, 2020 (**CGRF Regulations 2020**).
- The CGRF Regulations 2020 are to be construed harmoniously with the MERC (Standards of Performance of Distribution Licensees, Period for Giving Supply and Determination of Compensation) Regulations, 2014 (**Standards of Performance**) and the MERC (Electricity Supply Code and Other Conditions of Supply) Regulations, 2005 (**Supply Code**). In case of any inconsistency with the CGRF Regulations 2020, the Standards of Performance and the Supply Code shall prevail.
- The CGRF Regulations 2020 supersede the MERC (Consumer Grievance Redressal Forum & Ombudsman) Regulations, 2006 (**CGRF Regulations 2006**). However, the provisions of the CGRF Regulations 2006 shall continue to apply to all proceedings pending under it.

MERC notifies MOD stack, provisions of technical minimum and compensation mechanism

- MERC, vide notification dated September 25,2020, notified the MERC (State Grid Code) Regulations, 2020 (**MEGC**), wherein it has introduced several new features including operationalization of principles for Merit Order Dispatch (**MOD**) stack and provisions of technical minimum at 55% along with compensation mechanism. The salient features are as following:
  - As per Regulation 33 of the MERC (State Grid Code) Regulations,2020, the principles for MOD stack (for operation of intra-state generating station connected to intra-state transmission system) specified shall be operationalized under existing Final Balancing and Settlement Mechanism (**FBSM**) framework, subject to operational governing principles and commercial settlement mechanism under the FBSM regime from the month of October, 2020.
  - The timelines specified in of the MEGC for submission of required information by-sellers to buyers and from buyers to Maharashtra State Load Despatch Centre (**MSLDC**) shall be operationalized by all stakeholders and MSLDC.
  - MSLDC is required to prepare and publish the MOD stack on its website in the specified formats on the 15th day of every month from the month of October, 2020, which would be effective from the 16th day of the month till the 15th day of the subsequent month, unless revised by MSLDC.
  - As per Regulation 34, the provisions of technical minimum of 55% along with compensation mechanism as specified in the Regulation and Annexure-4 of MEGC shall be operationalized under the existing FBSM framework, subject to operational governing principles and commercial settlement mechanism under FBSM regime from the month of October, 2020.
  - The provisions of Regulation 34 and Annexure-4 of the MEGC shall be implemented by MSLDC while scheduling of generating units from the 16th day of the month of October, 2020 and appropriate compensation shall be payable to the generating units as specified in Regulation 34 and Annexure-4 of MEGC.

RECENT JUDGMENTS

In this Issue

Gujarat Urja Vikas Nigam Ltd v. Yes Bank Ltd & Anr

Company Appeal (AT) (Insolvency) No. 601 of 2020

Background facts

- On April 29, 2010, GUVNL and Lanco Infratech Ltd (**Corporate Debtor**) executed a PPA basis which the Corporate Debtor was to generate and supply 15MW of solar power to GUVNL through its solar power plant situated at Bhadrada Village, Sami Tehsil, Patan District, Gujarat (**Solar Power Plant**).
- It is relevant to note that in the same year, the Corporate Debtor availed credit facilities from Yes Bank Ltd (**Yes Bank**), pursuant to which the Corporate Debtor created an exclusive charge in favor of the bank by way of
  - Hypothecation of movable fixed assets and current assets, including receivables pertaining to the Solar Power Project
  - Mortgage of land and immovable assets pertaining to Solar Power Project.
- Thereafter, vide Order dated August 07, 2017, NCLT initiated Corporate Insolvency Resolution Process (**CIRP**) against the Corporate Debtor in terms of provisions of IBC. However, since the same did not yield any favorable results, vide Order dated August 27, 2018 NCLT directed for commencement of liquidation proceedings against the Corporate Debtor.
- Pursuant to the liquidation order, in terms of Section 52 of IBC, Yes Bank sought to realize its secured asset i.e. the Solar Power Plant and accordingly, took possession of the plant in terms of provisions of the SARFAESI Act.
- However, on August 30, 2019, GUVNL issued a notice for termination of PPA (in terms of Clause 9.2.1(e) of the PPA[1] and thereafter, GUVNL terminated the PPA.
- Aggrieved by the abovementioned, Yes Bank approached NCLT claiming that if PPA is allowed to be terminated then it would prove to be an obstacle for secured creditors in exercising their rights under Section 52(1)(b) of IBC. It was also contended that continuation of PPA would help in maximizing the value of the asset which is a basic requirement in insolvency proceedings.
- Vide Impugned Order dated May 06, 2020, NCLT directed that GUVNL cannot terminate the PPA during the process of liquidation. It consequently set aside termination notice dated August 13, 2019 and allowed Yes Bank to dispose off secured assets. GUVNL was also directed not to act against Yes Bank in pursuance of said termination notice pending disposal of secured assets.

[1] If the Power Producer becomes voluntarily or involuntarily the subject of proceeding under any bankruptcy or insolvency laws or goes into liquidation or dissolution or has a receiver appointed over it or liquidator is appointed, pursuant to law, except where such dissolution of the Power producer is for the purpose of a merger, consolidated or reorganization and where the resulting entity has the financial standing to perform its obligations under the Agreement and credit worthiness similar to the Power producer and expressly assumes of obligations under the agreement and is in a position to perform them.

Issue at hand

- Whether moratorium declared under Section 14 of IBC applies to the PPA along with other immovable and moveable properties of the Corporate Debtor?
- Whether contractual provisions of the PPA permit either of the contracting parties to terminate the PPA in view of the liquidation process of the Corporate Debtor which is underway under IBC?

Decision of the Tribunal

- Section 14(1)(b) of the IBC prohibits transferring, encumbering, alienating or disposing off by the Corporate Debtor of any of its assets or any legal right and beneficial interest therein. PPA in the instant matter is in nature of beneficial interest of Corporate Debtor in Solar Power Project and termination of the same would have a direct bearing on the assets of the Corporate Debtor and their value.
- NCLAT acknowledged viability of Clauses 9.2.1(e) and 12.9 of PPA. It was also stated that Corporate Debtor at no point had stopped generating and supplying electricity to Appellant, which was basic premise of PPA and therefore, has not defaulted in fulfilling its liability to provide electricity.
- NCLAT enumerated that the primary objective of IBC is to maximize the value of assets while maintaining the entity as a going concern. It stated that PPA entered into between power producer and purchaser of power i.e. the Corporate Debtor and GUVNL provides a long-term and steady stream of revenue accrual from the project. This forms the economics behind such projects and this economic value of the project of Corporate Debtor, the IBC seeks to maximize during the resolution process.
- Most importantly, NCLAT observed that Solar Power Plant which generates and supplies solar power turns into an economic entity with help of an instrument such as PPA. The physical entity becomes an economic project when it is combined with financial assistance from financial creditors, after deriving comfort and assurance from the steady flow revenue by sale of solar power.
- On the basis of the above findings, NCLAT observed that the physical entity of Solar Power Plant working in conjunction with PPA becomes necessary for maximization of value of assets. This is especially true since power producer is willing to generate and supply power and also in a position to do so to GUVNL. In view of the same, NCLAT held that the termination of PPA by GUVNL does not appear to be justified. Consequently, it dismissed the Appeal.

Our viewpoint

It is relevant to note that in *Gujarat Urja Vikas Nigam Ltd v. Mr. Amit Gupta*, NCLAT observed that a PPA cannot be terminated if Corporate Debtor goes into liquidation, as during the liquidation process also, liquidator is to ensure that Corporate Debtor remains a going concern. Hence, it was acknowledged in the judgment that subsistence of PPA is imperative to ensure that the Corporate Debtor remains a going concern. The judgment in the present matter is based on the same premise and has laid down the law in very clear and precise terms.

It is a well understood fact that a PPA is *sine quo non* for not only the functioning but the very existence of a Power Project. This judgment, in as much as it ensures the continuity of the PPAs, would bring a sigh of relief to the lenders of the power generators which are undergoing insolvency proceedings as it would help in value maximization. Moreover, provided that the Corporate Debtor is able to fulfil the supply obligations, this decision would ensure that the Corporate Debtor would have a steady source of income and would continue to function as a going concern during the resolution process.

Captive Power Producers Association (CPPA) v. Maharashtra Energy Development Authority

Case No. 130 of 2020

Background facts

- Maharashtra Electricity Regulatory Commission (**MERC**), vide order has allowed the petition seeking relaxation or waiver/removal of difficulty/issuance of orders and practice direction/amendment (as alternative relief) under MERC (Renewable Purchase Obligation, Its Compliance and Implementation of Renewable Energy Certificate Framework) Regulations, 2016 (**RPO-REC Regulations, 2016**) and has held that composite RPO targets for CPPs commissioned before April 01, 2016 shall be 9% for the operating period of the RPO-REC Regulations, 2016, in view of circular dated February 01, 2019 and October 01, 2019 issued by Government of India through Ministry of Power regarding capping of renewable purchase obligation (**RPO**) for captive power plants (**CPP**).

Issue at hand

- CPPA sought relaxation in RPO-REC Regulations, 2016 for Captive Power Plants in terms of GoI's communication dated February 01 and October 01, 2019.

Decision of the Commission

- MERC ruled that composite RPO targets for CPPs commissioned before April 01, 2016 would be 9% for operating period of the RPO-REC Regulations, 2016, provided that in case of any augmentation of the captive generating plant, the RPO target for augmented capacity would be equal to the RPO target applicable for the year in which such augmented capacity had been commissioned.
- For projects commissioned on or after April 01, 2016, composite RPO target would be equal to the target applicable for the year in which the project was commissioned, for the operating period of the RPO-REC Regulations, 2016 onwards.
- The MERC also noted that for projects commissioned before April 01, 2016, the solar and non-solar targets would be 0.5% and 8.5% respectively, subject to the provisions for cross-over of one source to another, as provided in the 2016 Regulations and the MERC (Renewable Purchase Obligation, Its Compliance and Implementation of Renewable Energy Certificate Framework) Regulations, 2019.

Our viewpoint

The present order is line with the order previously passed by the Commission in similar matters.

MSEDCL v. MERC & Ors

Appeal No. 340 of 2019 And Batch

Background facts

- Appellate Tribunal for Electricity (**APTEL**) vide its judgment dated October 31, 2019 in Appeal No. 241 of 2016, remanded the matter to Maharashtra Electricity Regulatory Commission (**MERC**) for fresh consideration on claims of Adani Maharashtra Power Ltd (**APML**) w.r.t force majeure and change in law, while holding that MERC can exercise regulatory powers to grant compensatory relief.
- MERC vide its Order dated September 06, 2019 (**MERC Order**) disposed of the cases filed pursuant to remand order. Maharashtra State Electricity Distribution Co Ltd (**MSEDCL**) challenged MERC Order to the extent of change in law relief granted to APML, whereas AMPL has also partly challenged findings of MERC Order regarding applicable methodology for computing change in law reliefs granted to AMPL.

Issues at hand

- Whether MERC was justified in declaring the event of deallocation of Lohara Coal Blocks as a change in law event?
- Whether MERC was justified in considering the landed cost of linkage coal as the basis for computing change in law compensation when Lohara Coal Blocks were the bid-identified source of coal?
- Whether MERC was justified in pegging the carrying cost to the prevalent MYT Regulations?
- Whether MERC was justified in restricting the change in law relief to the difference between 100% assurance in New Coal Distribution Policy (**NCDP**), 2007 and 75% assurance under SHAKTI Policy based on the Fuel Supply Agreement (**FSA**) dated March 29, 2018 being signed under SHAKTI Policy?
- Whether MERC adopted the correct methodology regarding Station Heat Rate (**SHR**) and Gross Calorific Value (**GCV**) while computing change in law relief allowed to AMPL and same is as per principle of restitution?

Decision of the Commission

- Since AMPL was affected by change in law on account of the de-allocation of Lohara Coal Blocks, therefore, the same was allowed as change in law as per the PPA.
- It was held that since AMPL has incurred the additional cost for coal due to subsequent change in law event, therefore, it is entitled to be paid the coal cost (Lohara) including the transportation cost as base while computing the compensations for the change in law events.
- Since APML in its Petition before MERC had sought for carrying cost at the rate as prescribed in the MYT Tariff Regulations applicable to the relevant period, therefore APTEL held that APML cannot raise a claim contrary to what had been sought before MERC and allowed the carrying cost at the rate prescribed in the MYT Tariff Regulations.
- APTEL held that MERC's approach in restricting the quantum of shortfall in domestic coal to a maximum of 25% ACQ is against the principles of restitution under the change in law provisions of the PPA. APTEL held that the change in law compensation shall be calculated based on the SHR specified in the MERC

MYT Regulations, 2011 or the actual SHR, whichever is lower and the actual GCV of coal as received as the plant site.

Our viewpoint

While allowing the change in law in the present case, APTEL has taken a purposive approach and, in terms of restitution clause under the PPA, has gone ahead and computed the compensation cost on basis of the actual GCV of coal 'as received at the plant site', to restore the affected party to the same economic position as the change in law never happened.

Eden Renewable Jasmin Ltd v. Uttar Pradesh Power Corporation Ltd

Petition No. 1583 of 2020

Background facts

- Eden Renewable Jasmin Ltd (**ERJL**) filed a petition before the Uttar Pradesh Regulatory Commission (**UPERC**) seeking extension to achieve Scheduled Commissioning Date (SCOD) against Uttar Pradesh Power Corporation Ltd. (**UPPCL**) in terms of the Power Purchase Agreement dated 21.12.2018 executed between ERJL and UPPCL. The said extension was sought on the ground of delay by government authorities in receiving permission to purchase land for setting up the power project.
- ERJL applied for requisite government approvals under Section 90 of Uttar Pradesh Revenue Code 2006 on April 30, 2019, however received the same on December 13, 2019 i.e. after 7 months and 2 weeks. Simultaneously ERJL entered into Connectivity Agreement, Module Supply Agreement and secured other sanction letters required to complete Financial Closure.
- Herein, on the request of ERJL, UPPCL granted the extension of 7 months and 2 weeks to achieve Financial Closure, however, UPPCL denied granting an equal extension to achieve SCOD. Accordingly, ERJL filed the petition seeking for an equal extension to achieve SCOD for the reasons beyond the control of ERJL.

Issue at hand

- Whether an equal extension of SCOD is to be allowed to ERJL subsequent to an extension to Financial Closure?

Decision of the Commission

- UPERC recognized the importance of renewable power in the country and observed that it is important to encourage participation of private sector and provide investment opportunities to set up solar power projects in the State of UP.
- ERJL has demonstrated vide various documents its bona fides and commitment towards developing the Project. ERJL's initiation of the ground work is inter-linked and dependent on securing financing for the Project from the proposed lenders who have emphasized that the extension of SCOD would be a condition precedent to their loan disbursement.
- As ERJL has already spent substantial amounts on the Project as part of its equity contribution and is even committed to spend the balance portion of its equity contribution, it shall be granted extension in SCOD for the factors beyond the control of ERJL.

Our viewpoint

The Commission vide the instant order reiterated the importance of participation of private sector for the development of renewable projects and based on the facts of the case including investment made by the developer till date granted the sought relief.

RECENT DEVELOPMENTS

In this Issue

MNRE amends the Dispute Resolution Mechanism to consider unforeseen disputes between solar/wind power developers and SECI/NTPC/NHPC beyond contractual agreements

- MNRE had previously set up a mechanism for resolution of disputes in the solar and wind energy sector vide an Order dated June 19, 2019 (**Order**), which provided for the setting up of a Dispute Resolution Committee (**DRC**) for expeditious resolution of disputes. The said Order was amended thereafter on September 20, 2019 and December 09, 2019.
- On September 25, 2020, MNRE has issued another amendment to the Order and the following are the key changes brought about through the same:
  - MNRE has added NHPC Ltd (**NHPC**) against one of the entities against the decision of whom an appeal can be preferred before the DRC. The earlier provision only included Solar Energy Corporation of India (SECI) and NTPC Ltd (**NTPC**). The disputes covered in this regard will include all requests for extension of time due to recognized force majeure events, all requests of extension of time not covered under the contract, all disputes other than those pertaining to extension of time between SECI/NTPC/NHPC and the developers.
  - The fee payable in case of dispute pertaining to extension of time has now been reduced to 1% from the previously existing 5% of the impact of SECI/NTPC/NHPC's decision being challenged, with the impact being limited to the Performance Bank Guarantee submitted for the project which will not be less than INR 1 Lakh or exceed INR 50 Lakhs.

India launches direct cargo ferry service to Maldives

- A direct cargo ferry service has been inaugurated between India and Maldives to boost trade between the two countries.
- This ferry service, being operated by the Shipping Corporation of India, will run twice a month and will reduce transportation cost, provide a timely, short and cost-effective means of transportation of goods from India to Maldives, thereby incentivizing trade.
- An MoU was signed between the Ministry of Shipping in India and the Ministry of Transport and Civil Aviation, Maldives to commence the cargo service in June 2019.
  - This vessel provides direct cargo connectivity between India and the Maldives on a predictable and affordable basis. To begin with, India will subsidize the service at approximately USD 3 (three) million. It will have a cold storage facility, which will also allow more exports from Maldives of tuna fish and other marine food items which are a specialty of Maldives.
  - Since Maldives is a 100% import dependent country, improved connectivity between India and Maldives will help boost bilateral trade and help economic activity.

- The vessel with a capacity of 200 TEU and 3000 MT of breakbulk cargo will sail from Tuticorin to Kochi, from there it will proceed to Kulhudhuffushi port in North Maldives and then to Male port.
- Despite geographical proximity, India is currently the 4th (fourth) largest trade partner of Maldives. China, UAE and Singapore are ahead of India in terms of their exports to Maldives.

Indian Railways plans bullet train corridors on PPP basis

- The Indian Railways has sanctioned the feasibility studies for 7 (seven) bullet train corridors that will be open to the PPP model.
- The upcoming 7 (seven) bullet train projects for which feasibility studies have been permitted are as follows:
  - Delhi-Amritsar
  - Varanasi-Howrah
  - Delhi-Varanasi
  - Delhi-Ahmedabad
  - Mumbai-Hyderabad
  - Mumbai-Nagpur
  - Chennai-Mysore
- Delhi-Varanasi bullet trains will be 865 kms long, and will pass via Noida, Agra, Kanpur and Lucknow.
- In addition to the above, Mumbai to Nasik bullet train will be 753 kms long and Mumbai to Hyderabad bullet will pass via Pune and will be 711 kms long.
- Currently, the Indian Railways' plan of running private trains expects investments of more than INR 30,000 crore private companies.

AAI asks Adani Group to start running the Ahmedabad, Lucknow and Mangalore airports from November 2020

- In February 2019, the Adani Group had bagged the 50 (fifty) year concession for operating six Airport Authority of India (**AAI**) operated airports located at Lucknow, Jaipur, Guwahati, Ahmedabad, Trivandrum, and Mangalore.
- In July 2020, the Adani Group had cited force majeure arising from Covid-19 pandemic to inform AAI that it will delay taking over the Lucknow, Mangalore, and Ahmedabad airports of the 6 (six) airports it had won.
- On October 9, 2020, the AAI stated that the Adani Group must take over and start running the airports located at Ahmedabad, Lucknow and Mangalore by November 12, 2020.
- Additionally, as Adani Group has not taken over the remaining three airports at Jaipur, Trivandrum, and Guwahati yet, AAI has issued the letter of award for these three airports to Adani Group.
- In view of the above, AAI expects an upfront payment of INR 1,000 crore followed by another INR 1,300 crore from Adani Group for the six airports.

Norway based Scatec Solar agrees to acquire Indian firm SN Power

- In a bid to expand its renewable energy business in India, Scatec Solar has announced the acquisition of state-owned hydropower firm SN Power for an approximate value of 1.17 Billion USD. Sounding upbeat, representatives at Scatec Solar stated hydropower and solar PV plants as complimentary technologies leading to new project opportunities such as floating solar plants on hydro reservoirs.
- It is important to note that this comes against the backdrop of multiple high value transactions signifying the growing global uptick in relation to India's renewable energy market.

Chennai Petroleum Corporation Ltd receives environmental approvals for Nagapattinam refinery

- Chennai Petroleum Corporation Ltd (**CPCL**) has received the relevant environmental approvals from Union Environment Ministry's Expert Appraisal Committee (Committee) in relation to its proposal for setting up a nine million tonnes per annum refinery in Nagapattinam.
- While this implies the establishment of yet another major refinery in Tamil Nadu, the approval from the Committee is subject to certain conditions, including but not limited to, creation of green belt in 33% of the total project land. Given that this refinery would be extremely crucial for local industries, the environmental approvals from the Committee is a major step forward for CPCL with regard to setting up of the Nagapattinam refinery.

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