



Reliance Power Limited
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July 09, 2025

BSE Limited

Phiroze Jeejeebhoy Towers
Dalal Street, Fort,
Mumbai 400 001

BSE Scrip Code : 532939

National Stock Exchange of India Limited

Exchange Plaza, 5th Floor,
Plot C/1, G Block, Bandra-Kurla Complex,
Bandra (East), Mumbai 400 051

NSE Scrip Symbol: RPOWER

Dear Sir(s),

Sub: Disclosure under Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ('Listing Regulations')

In continuation to our earlier letter dated July 09, 2025 and pursuant to Regulation 30 of the Listing Regulations, the copy of the order of High Court of Delhi directing that no coercive action be taken against Reliance NU Suntech Private Limited, a subsidiary of the Company by Solar Energy Corporation of India Limited is enclosed herewith as Annexure 1.

Yours faithfully

For **Reliance Power Limited**

Ramandeep Kaur
Company Secretary

Encl: As above



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ W.P.(C) 9358/2025

RELIANCE NU SUNTECH PRIVATE LIMITEDPetitioner

Through: Mr. Mukul Rohatgi, Sr. Advocate
with and Mr. Rajiv Nayar,
Sr. Advocate with Mr. Mahesh
Agarwal, Mr. Rishi Agarwal, Mr.
Parminder Singh, Mr. Baksh Arora
and Mr. Aroon Menon, Advocates.

versus

SOLAR ENERGY CORPORATION
OF INDIA LIMITED

.....Respondent

Through: Mr. Bharat Sangal, Sr. Advocate with
Ms. Babita Kushwaha, Advocate.

CORAM:

HON'BLE MR. JUSTICE MANOJ KUMAR OHRI

ORDER

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08.07.2025

CM APPL. 39587/2025 and CM APPL. 39588/2025 (exemptions)

1. Allowed, subject to all just exceptions.
2. The applications are disposed of.

W.P.(C) 9358/2025 and CM APPL. 39586/2025 (Interim Stay)

1. The petitioner is aggrieved by the action of the respondent being in receipt of the Show Cause Notice ('SCN') dated 01.07.2025 bearing no. SECI/C&P/SOLAR-17/RNUSPL/74794 whereby it has been asked as to why the Power Purchase Agreement ('PPA') dated 30.04.2025 executed between it and respondent be not terminated with other consequences.
2. The facts in nutshell are that in response to a Request for Selection ('RfS') dated 31.07.2024 published by the respondent in the context of



setting up of 2000 MW ISTS-Connected Solar PV Power Projects with 1000 MW/4000 MWh Energy Storage Systems (ESS) in India under Tariff-Based Competitive Bidding, the petitioner submitted its bid on 30.09.2024. In follow-up steps, the petitioner furnished the Performance Bank Guarantee to the tune of Rs.378 crores and the PPA came to be executed on 30.04.2025.

3. Apparently, another subsidiary of Reliance Power Limited (RPL) and affiliate of petitioner i.e., Reliance NU BESS Private Limited (hereafter referred to as 'RNBPL') was issued a Show Cause Notice 27.09.2024 by the respondent in context of a different project with the allegations that RNBPL had furnished a bank guarantee, which was alleged to be forged, leading to passing of debarment orders dated 06.11.2024 against RPL and RNBPL.

4. In RPL's challenge to the debarment order through W.P.(C) No.16344/2024 titled as 'Reliance Power Limited v. Solar Energy Corporation of India Ltd.', this Court vide order dated 26.11.2024 stayed the impugned debarment order. Eventually, the debarment order against RPL was withdrawn vide letter and public notice dated 03.12.2024.

RNBPL also contested the debarment order through W.P.(C) No.17732/2024 titled 'Reliance NU BESS Ltd. v. Solar Energy Corporation of India Ltd.', wherein no interim order has been granted.

5. In the aforesaid backdrop, the SCN also came to be issued to the petitioner by the respondent. Mr Rohatgi, Id. Senior Counsel contends that insofar as the present petitioner is concerned, though it is an affiliate of RNBPL, however no separate cause has been alleged against the petitioner. The SCN though refers to Clause 24.3 of the tender and Section V of the Integrity Pact executed between the parties, the same requires only the bidder/member of bidding consortium to declare any transgression in past



three years, with any other public undertaking or government department. The petitioner while submitting its bid document on 30.09.2024 did not conceal any material facts as it has never been accused of any transgression in the past and further, had no knowledge of any SCN issued to its affiliate on 27.09.2024. Learned Senior Counsel also submits that by abundant caution, the petitioner on its own informed the respondent vide letter dated 27.11.2024 of the issuance of debarment order to RPL and RNBPL and also status of court proceedings qua the same. He further invites attention of the Court to the email dated 23.04.2025 whereby the respondent warned the petitioner to not commit any mistake as was done by the RNBPL. It is thus submitted that when the PPA was executed between the parties on 30.04.2025, the respondent was not only aware of issuance of the debarment orders to RPL and RNBPL but also of the court proceedings conducted in its presence.

6. On aspect of the maintainability of the petition against issuance of SCN, learned Senior Counsel has referred to the decision in 'Techno Prints v. Chhattisgarh Textbook Corporation and Anr.'¹

7. Issue notice.

8. Notice is accepted by Ms. Babita Kushwaha, learned counsel for the respondent and seeks some time to file a detailed reply.

9. Mr. Bharat Sangal, learned Senior Counsel appearing for the respondent contends that along with the bid documents, the petitioner furnished an undertaking wherein complete disclosure of the action initiated against its affiliates, as required, has not been given.

10. At this stage, learned Senior Counsel for the petitioner submits that



the SCN was issued to RNBPL on 27.09.2024 (being a Friday), the tender documents along with the aforesaid undertaking was submitted by the petitioner on 30.09.2024 (being a Monday) and thus cannot be saddled with knowledge of issuance of any SCN to an affiliate. Further, even though the petitioner was not required to furnish any information about its affiliates in terms of Clause 24.3 of the tender or Section V of the Integrity Pact, the said information was anyways in the knowledge of the respondent at the time of furnishing of the documents and also furnished by petitioner vide letter dated 27.11.2024.

11. The impugned SCN refers to following clauses of the tender and Integrity Pact which are extracted as under:

“...Clause 24.3 of the Tender:

" If the Bidder/Member in a Bidding Consortium conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to RJS, in any manner whatsoever, SECI reserves the right to reject such response to RJS and/or cancel the Letter of Award, if issued, and the Bank Guarantee/POI/Surety Bond provided up to that stage shall be encashed. Bidder shall be solely responsible for disqualification based on their declaration in the submission of response to RJS.

...

Section V- Previous Transgression

(1) The Bidder shall declare in his Bid that no previous transgressions occurred in the last 3 years with any other Public Sector Undertaking or Government Department that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason... "

¹ [2025] 3 SCR 208



12. On a *prima facie* perusal of the aforesaid clauses, the same require only the bidder and member of the consortium to declare transgressions committed, if any in the past. Concededly, RNBPL was not the bidder or member of bidding consortium. The issue would need further consideration. Till the next date of hearing, let no coercive action be taken against the petitioner in context of the impugned SCN.

13. List on 17.09.2025.

MANOJ KUMAR OHRI, J

JULY 8, 2025/na