

BEFORE THE NATIONAL GREEN TRIBUNAL  
CENTRAL ZONE BENCH BHOPAL

Original Application No.97/2022 (CZ)  
IA No.48/2023

Kamal Tiwari

Versus

Union of India and Others

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Place

Dated: /8/2023

Counsel for the Respondent No.15  
*(SHIV NARAYAN BOHRA/ISKNDH SHARMA)*  
ADVOCATES

*Hik...gaya*

/

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**Reply on behalf of the  
Respondent No.15 (Shakti  
Engineering)**

**MAY IT PLEASE THIS HON'BLE TRIBUNAL**

Humble respondent No.15 submit reply  
as under:-

1. That the humble respondent has been made party in the aforesaid OA in compliance of the Order dated 25.7.2023 whereby IA for impalement of violators as party has been allowed.
2. That the present OA has been filed inter-alia seeking relief to stoppage of non forest activities, illegal construction upon forest land, illegal

*Litika Dasgupta*

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plotting, leveling of forest land and not to discharge untreated effluents and industrial waste in Khasra No.3 and 10 of Nahargarh Wildlife Sanctuary and Eco Sensitive Zone.

3. That application for impleading as party respondent appears to have been filed by the applicant without verifying the facts so far as the humble respondent is concerned.

The humble replying respondent No. 15 is doing its business at plot No. G-676 (A), Industrial Area RIICO. Business of answering respondent is manufacturing and trading of aluminum wire and manufacturer of ACSR conductors. There is no pollution of any kind in this whole process. It is further important to mention that due to this work of answering respondent, there is no danger of any kind of pollution to Nahargarh wild life

*Handwritten signature*

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Sanctuary. The answering respondent further made every possible effort not to violate any kind of act and notifications issued by the state Government and Government of India also.

The humble respondent was leased out the Industrial Plot No.G-676(A) by the RIICO on 24.09.1997 and thereafter the respondent set up the industry and commenced business. Later than answering respondent started his business for two units, simultaneously, which is plot No. A-129P, Road No. 9D, VKIA, Jaipur and Second Unit was started Plot No. G-676(A), Industrial Area, VKIA, Jaipur and applied for registration in Ministry of Micro, Small and Medium Enterprise, but MSME issued Certificate on 01.03.2021 for unit No. A-129P. The Government of Rajasthan,

*M. K. Singh*

District Industrial Centre, Jaipur issued certificate in favour of answering respondent on dated 08.04.2013. So far as Certificate of State Pollution Control Board, there is no need for obtaining, because the business of the answering respondent is still business and further he is a manufacturer of ACSR Conductor, so in the whole process of the working, there is no air and water pollution.

Photostat Copy of the MSME Registration, Rent Agreement dated 25.04.2017, District Industry Centre Certificate dated 08.04.2013, Electricity Bill issued by Jaipur Vidhyut Vitaran Nigam Ltd., registration of GST Certificate issued by Government of India dated 16.07.2018 are filed herewith and marked as **Annexure R-1 to R-5** respectively.

*Handwritten signature*

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4. That unit of answering respondent is not discharging of untreated effluents in Nahargarh Wildlife Sanctuary. The unit of the humble respondent is located at a distant place from the Sanctuary.
5. That the contents of the OA as stated in Para No.1 to 21 are denied for want of knowledge being not related with the answering respondent No 15 except Para No.3 thereof.
6. That so far as contents of Para No.3 is concerned, it is submitted that the Government of India has issued Gazette Notification on 8.3.2019 by which Eco Sensitive Zone of Nahargarh Wildlife Sanctuary got declared, which cannot be given effect retrospectively. The humble respondent No. 15 is running his industry under requisite permission / license / consent of the State Government much prior to the

*Kishor Singh*

said notification. No new industry has been established by the humble respondent nor expanded of existing industries nor permitted to it within the boundaries of Eco Sensitive Zone. The humble respondent is not discharging any untreated effluent from the unit. The applicant may be directed to submit strict proof to substantiate the allegation of discharging untreated effluent in the Sanctuary.

7. That the aforesaid submissions sufficiently controvert the averments made by the applicant for imploding the respondent as violator / party and as such it is in the interest of justice to consider the same as reply and accordingly dismiss the OA against the respondent.

It is, therefore, most humbly prayed that aforementioned reply may kindly

*Lina Deyapat*

be accepted and taken on record and answering respondent No. 15 is not doing any non forest activities, and not to discharging untreated effluents and industrial waste in Wildlife Sanctuary and Eco Sensitive Zone and accordingly the OA may kindly be dismissed with costs.

*Indu Rajpal*

Yours' Humble Respondent  
Through Counsel

*S. N. Bohra*  
*ISK*

*Advocate*

{Shiv Narayan Bohra, Iskandh Sharma}

**Advocates**

Enrolment No. R/465/1994

Mobile No. 94140-74734 76658-37411

Email: [advocatesnbohra1969@gmail.com](mailto:advocatesnbohra1969@gmail.com)

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**AFFIDAVIT IN SUPPORT OF REPLY**

I, Nitin Dangayach Son of Shri Hajari Lal Dangayach, Aged about 42 years, Authorized Signatory of Shakti Engineering Industries, Plot G-676(A), VKIA, Jaipur do hereby take oath and state as under:-

1. That being authorized signatory of the respondent No.15 I am well conversant with the facts and circumstances of the case and am competent to swear this affidavit.
2. That annexed reply has been drafted by the counsel under my instructions which is true and correct to the best of my knowledge and belief based on office record and legal advice.

*Nitin Dangayach*  
(Deponent)

**VERIFICATION**

I, the above named Deponent do hereby verify that the aforesaid affidavit is true and correct to the best of my knowledge, belief and I have not suppressed any material therein, so help me GOD.

*Nitin Dangayach*  
(Deponent)



ATTESTED

OATH COMMISSIONER  
HIGH COURT  
JAIPUR

26 AUG 2023

*Identified by  
Jokan*



भारत सरकार  
 Government of India  
 सूक्ष्म, लघु एवं मध्यम उद्यम मंत्रालय  
 Ministry of Micro, Small and Medium Enterprises



# UDYAM REGISTRATION CERTIFICATE



UDYAM REGISTRATION NUMBER

UDYAM-RJ-17-0052553

NAME OF ENTERPRISE

SHAKTI ENGINEERING INDUSTRIES

TYPE OF ENTERPRISE

SMALL  
 (SMALL During Previous Financial Year)

MAJOR ACTIVITY

MANUFACTURING

SOCIAL CATEGORY OF ENTREPRENEUR

GENERAL

NAME OF UNIT(S)

S.No.	Name of Unit(s)
1	SHAKTI ENGINEERING INDUSTRIES

OFFICIAL ADDRESS OF ENTERPRISE

Flat/Door/Block No.	A-129 P	Name of Premises/ Building	RQAD No.9D
Village/Town	JAIPUR	Block	VKI
Road/Street/Lane	ROAD NO. 9D	City	VKI AREA JIPUR
State	RAJASTHAN	District	JAIPUR , Pin 302013
Mobile	9828144226	Email:	NITINDANGAYACH@HOTMAIL.COM

DATE OF INCORPORATION / REGISTRATION OF ENTERPRISE

18/03/2005

DATE OF COMMENCEMENT OF PRODUCTION/BUSINESS

18/03/2005

NATIONAL INDUSTRY CLASSIFICATION CODE(S)

S.No.	NIC 2 Digit	NIC 4 Digit	NIC 5 Digit	Activity
1	27 - Manufacture of electrical equipment	2732 - Manufacture of other electronic and electric wires and cables	27320 - Manufacture of other electronic and electric wires and cables (insulated wire and cable made of steel, copper, aluminium)	Manufacturing

DATE OF UDYAM REGISTRATION

01/03/2021

In case of graduation (upward/reverse) of status of an enterprise, the benefit of the Government Schemes will be availed as per the provisions of Notification No. S.O. 2119(E) dated 26.06.2020 issued by the Mo MSME.

Disclaimer: This is computer generated statement, no signature required. Printed from <https://udyamregistration.gov.in> & Date of printing - 16/11/2021

For any assistance, you may contact:

1. District Industries Centre: JAIPUR CITY (RAJASTHAN)

2. MSME-DI: JAIPUR (RAJASTHAN)

Visit: [www.msme.gov.in](http://www.msme.gov.in); [www.dcmsme.gov.in](http://www.dcmsme.gov.in); [www.champions.gov.in](http://www.champions.gov.in)



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# GOVERNMENT OF RAJASTHAN

District Industries Centre, Jaipur (Urban)

Amma 2.10

## ACKNOWLEDGEMENT

### Part-II

M/S. SHAKTI ENGINEERING INDUSTRIES HAS FILED MEMORANDUM FOR A ~~MANUFACTURING/SERVICE~~ ENTERPRISE AT THE ADDRESS G-676(A), ROAD NO. 2, V.K.I. AREA, JAIPUR FOR THE ITEM/ITEMS INDICATED BELOW AS PER THE FACTS STATED IN FORM NO. 10853 AND ALLOCATED ENTREPRENEURS' MEMORANDUM NO. AS BELOW:



DETAILS OF ITEM/ITEMS TO BE ~~MANUFACTURING/SERVICE~~ TO BE PROVIDED.

Sr. No.	Item of Manufacture/ type of service to be rendered	Capacity in case of manufacture	Initial date of production/ commencement of service
1.	ACSR CONDUCTOR DPC WIRE ALUMINIUM DPC WIRE COPPER SUPER ENAMELED WIRE	1500 MT 200 MT 200 MT 100 MT	01.04.2011

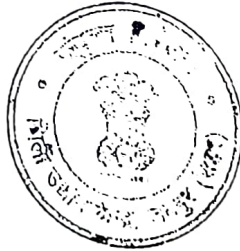
3. DETAILS OF PLANT AND MACHINERY AS PER DATE-WISE INVESTMENT

Sr. No.	Investment in Plant and Machinery/Equipments	Date of Investment
1	Rs 6,59,000/-	13.05.2010 TO 01.03.2011

4. NOTE: THE ISSUE OF THIS ACKNOWLEDGEMENT DOES NOT BESTOW ANY LEGAL RIGHT. THE ENTERPRISE IS REQUIRED TO SEEK REQUISITE CLEARANCE/LICENSE/PERMIT REQUIRED UNDER STATUTORY OBLIGATION STIPULATED UNDER THE LAWS OF CENTRAL GOVERNMENT/STATE GOVERNMENT/UT ADMINISTRATION/ COURT ORDERS.

61. DATE OF CHANGE OF CATEGORY FR  
62. MICRO/SMALL  
TO SMALL/MEDIUM OR VICE VERSA.

D	D	M	M	Y	Y	Y	Y
-	-	-	-	-	-	-	-



6. DATE OF ISSUE

D	D	M	M	Y	Y	Y	Y
0	8	0	4	2	0	1	3

7. NATURE OF ACTIVITY  
(MANUFACTURING-1, SERVICES-2)

8. CATEGORY OF ENTERPRISE

(MICRO-1, SMALL-2, MEDIUM-3)

9. ENTREPRENEURS MEMORANDUM NO.

0	8	0	1	2	2	1	1	0	8	5	3	1
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Date: 08/04/2013

Place: Jaipur

महाप्रबन्धक  
विद्यालय केन्द्र  
WITH OFFICIAL SEAL

Note-The Number allotted at No.9 can be used by the enterprise on it's letter heads, supply order sheets, invoices, bills and other related documents vide Govt. of India circular No. 4/3(5)/2012-MSME Pol. dated 27-11-2012

**JAIPUR VIDYUT VITRAN NIGAM LIMITED**  
 (BILL FOR LARGE INDUSTRIAL CATEGORY SCHEDULE LT/HT-5 TARIFF CONSUMER)

Amount 3 11

Payment of this bill should be made at collection center of  
**AEN\_G-I\_VKIA**  
 AEN Mob. No.:2333565  
 Phone :2333565

Available Security Deposit against (Amount in Re.)	
1. Elec. Consumption	486358
2. Meter Security	8000
3. CT/PT Security	20000

210471007301	Acc No. 94260001	Consumer Status R	Bill No. 052319700
202305	Tariff Code 8000	Area code R	Ind.code 25
Metering On HT/LT	Sactioned Load(HP/KW)	CPP Capacity (KVA)	Contract Demand(KVA)
11000	400	0	250
Reading Date 202305	Bill Issue Date 05-05-2023	Due Date Of Payment 15-05-2023	Bill Duracation 1
75% Of Contract 187.5	Consumer Mob No 9828144226	PAN No AARPG4483C	

**Consumer's Name & Address**  
 DEVAL INDUSTRIES G 676A ROAD NO. 09F2  
 JAIPUR VKIA INDIA  
 G 676A ROAD NO. 09F2...

**ED EXEMPTION DETAILS**

**ROOFTOP SOLAR DETAILS**

Rate of Exemption 0	Exemption upto	Base Unit 0	Progressive Unit 60540	Capacity 0	Meter 0	MF 0	Generation 0
---------------------	----------------	-------------	------------------------	------------	---------	------	--------------

**(A) METER READING & CONSUMPTION :**

Meter No. 1	Nature Of Meter 2	Present Reading 3	Last Reading 4	Difference (3-4)=5	Multiplication Factor = 6	Consumption (5 x 6)=7	Gross Consumption Including transformer
3010944 1	KVA	60.1	0	60.1	3	180.3	180.30
3010944 2	KVAH	927584.7	907127.85	20456.85	3	61370.55	61370.55
3010944 3	KWH	882480.75	862300.85	20179.9	3	60539.7	60539.70
Billing Demand 187.5	Av. P.F. 0.986	Test/Open access Units 0	Net KWH Cons. To Bill at LIP rate 60539.7	Sundry Units Dr/Cr 0	KWH Cons. For MIS Purpose 60539.7	Off Peak Consumption (00:00 to 06:00) 7230.3	Base Month/New Consumption 35262

**(B) CHARGES & SURCHARGES**

Energy Charges (1) 441939.81	Fixed Charges (2) 50625	(3) Total (1+2) Rs. 492554.81	Excess Demand Surcharge 0	Power Factor Surcharge	Difference of Capping Energy Charges 0	CTPT Rent 900	Transformer/Deferred Fixed charges/rebate 0
Peak Hours Consumption (06:00 to 10:00) 9847.5	TOD Surcharge 5391.51	DETAIL OF FUEL SURCHARGE	PF Incentive -10969.04	Load Factor Rebate 0	TOD Rebate -3958.59	Incremental/New Rebate -21486.43	
Unpaid FNB 0	L.P.S. on Old Arrears 0	LPS on Current Dues 0	L.P.S. on FNB 0	CURRENT ND 509596.96	CURRENT ED 24215.88	CURRENT WCC 6053.97	CURRENT UC 0
CURRENT TCS 0	Total Current 539866.81	ARREAR ND 0	ARREAR ED 0	ARREAR WCC 0	ARREAR UC 0	ARREAR TCS 0	ARREAR TOTAL 0
NET ND 509596.96	NET ED 24215.88	NET W.C.C. 6053.97	NET UC 0	NET TCS 0	Net Payable Amount 539867		

Five Lac Thirty Nine Thousand Eight Hundred and Sixty Seven Rupees Only

Previous Bill Amount	472040.27	Solar ED Amt.	0
Previous Bill Due	17-04-23		
Amount Paid	472040		
Date of Payment	17-04-23		
Date of Connection	06-06-18		

Misc. Debits(+)/ (-)							
Code	DEBCR	N.O. Rs.	E.D. Rs.	W.C.C. Rs.	Urban Cess Rs.	TCS	

**Bank Details for payment through RTGS/NEFT**  
 Beneficiary : JVVNL  
 IFSC Code : YESB0CMSNOC  
 Account No. : JVVNL1210471007301

(E. & O.E.) For Instructions and Code list etc, please see overleaf: Ledger Keeper AAO-II A.A.O.(HTB)/ Sr.A.O.(CA-HQ) Authorised Signatory

**Notice: if the amount of this bill is not paid in 15 days from the due date mentioned for payment, the connection is liable to be disconnected under section 56 'A' of the Electricity Act, 2003 without any further information / notice.**



Amroly  
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Government of India  
Form GST REG-06  
[See Rule 10(1)]

Registration Certificate

Registration Number : 08AHTPD2284M1ZS

1.	Legal Name	PUSHPA DANGAYACH			
2.	Trade Name, if any	SHAKTI ENGINEERING INDUSTRIES			
3.	Constitution of Business	Proprietorship			
4.	Address of Principal Place of Business	A-129 P, ROAD NO. 9D, V.K.I. AREA, Jaipur, Rajasthan, 302013			
5.	Date of Liability	01/07/2017			
6.	Period of Validity	From	01/07/2017	To	NA
7.	Type of Registration	Regular			
8.	Particulars of Approving Authority				
Signature		Validity unknown Digitally signed by CS GOODS AND SERVICES TAX NETWORK 1 Date: 2018.07.16 22:07:31 IST			
Name					
Designation					
Jurisdictional Office					
9.	Date of issue of Certificate	16/07/2018			
Note: The registration certificate is required to be prominently displayed at all places of business in the State.					

This is a system generated digitally signed Registration Certificate issued based on the deemed approval of application on 01/07/2017.



GSTIN 08AHTPD2284M1ZS  
Legal Name PUSHPA DANGAYACH  
Trade Name, if any SHAKTI ENGINEERING INDUSTRIES

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**Details of Additional Places of Business**

Total Number of Additional Places of Business in the State 1

Sr. No.	Address
1	G-676A, ROAD NO. 9F2, VKI AREA, Jaipur, Rajasthan, 302013



GSTIN

Legal Name

Trade Name, if any

08AHTPD2284M1ZS

PUSHPA DANGAYACH

SHAKTI ENGINEERING INDUSTRIES

14

**Details of Proprietor**

1



Name

PUSHPA DANGAYACH

Designation/Status

PROPRIETOR

Resident of State

Rajasthan

भारतीय गैर न्यायिक  
भारत INDIA

रु. 500



FIVE HUNDRED  
RUPEES

पाँच सौ रुपये

Rs. 500

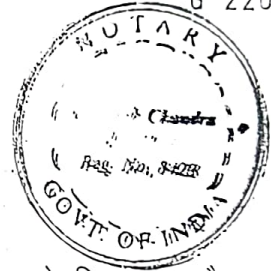
INDIA NON JUDICIAL

राजस्थान RAJASTHAN

G 220861

|| श्री गणेशाय नमः ||

किराया अनुबन्ध पत्र



यह किरायानामा आज दिनांक 25.04.2017 को लिखा गया है तथा किराया अनुबन्ध 01.04.2017 से लागू माना जायेगा। श्री सुरेश कुमार पुत्र श्री भागीरथ मल उंगायच जरिये प्रो. प्रोपराईटर मैसर्स देवल इण्डस्ट्रीज, जी-676-ए, रोड नम्बर 9एफ-2, वी.के.आई. एरिया, जयपुर जो कि इस किराया अनुबन्ध पत्र में प्रथमपक्ष मालिक के नाम से जाना जायेगा।

एवम्

मैसर्स शक्ति इंजिनियरिंग इण्डस्ट्रीज जरिये प्रोपराईटर श्रीमती पुष्पा उंगायच पत्नी श्री हजारी लाल उंगायच निवासी 30, कृष्णा नगर, तीन दुकान, डेहर के वालाजी, जयपुर जो कि इस किराया अनुबन्ध पत्र में द्वितीयपक्ष किरायेदार के नाम से जाना जायेगा के मध्य निम्न शर्तों पर तय किया गया है कि :-

Suresh Kumar Gupta

ATTESTED  
G. Chandra  
Notary Public  
Rajasthan

Purushottam Dagar कर्मश...2

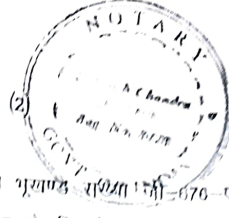
25 MAY 2017

क्र.स. 1749 विक्राय वी-विनाक 25 APR 2017  
 मुद्रांको का गुल्यांकन 500/-  
 लेखा का नाम रांकिर इन्डिया प्राइवेट लि  
 पिन/सी 30, कल्याण नगर वीम डुमराग जे  
 मुद्राक खरीदने एवं सम्बन्धित कार्या का गायक

बनयारी लाल विजय  
 वा. नं. 01/10-11  
 रिफाई शोपिंग कम्प्लेक्स  
 रोड नं. 5, विश्वकर्मा, जूनापुर

25 APR 2017.

राजस्थान स्टाम्प अधिनियम, 1998 क अन्तर्गत स्टाम्प राशि पर प्रभारित अधिभार	
1. आधारभूत अवसंरचना सुविधाओं हेतु (धारा 3- क)- 10% रुपये	50/-
2. गाय और उसकी नस्ल के संरक्षण और संवर्धन हेतु (धारा 3- क)- 10% रुपये	50/-
कुल योग	100/-
हस्ताक्षर स्टाम्प	



- 1- यह है कि प्रथमपक्ष ने अपने भूखण्ड राशि नं-676 ए, रोड नम्बर 9एफ-2, दिनांक 01.04.2017 से किराये पर देना तम किया है। जिसका मासिक किराया 9,000/- रुपये (अक्षरे नौ हजार रुपये मात्र) लिया जावेगा।
- 2- यह है कि यह अनुबन्ध 24 महीने की अवधि के लिये किया गया है जो कि 01.04.2017 से लागू माना जाएगा। 24 माह बाद आपसी सहमति से ही किराये में 5 प्रतिशत की वृद्धि करके किराया अनुबन्ध आग बढ़ाया जा सकता है।
- 3- यह कि द्वितीयपक्ष ने उक्त परिसर में कण्डक्टर व वायर ड्राईंग कार्य हेतु किराये पर लिया है। उक्त परिसर में किसी भी सरकारी व गैर सरकारी विभाग द्वारा कोई आपत्ति-अथवा जुर्माना होता है तो उसके लिए द्वितीयपक्ष स्वयं जिम्मेदार रहेगी। द्वितीयपक्ष उक्त स्थान पर किसी भी प्रकार का गैर कानूनी कार्य या व्यापार नहीं करेगी यदि करती हुई पायी जायेगी तो उसकी समस्त जिम्मेदारी द्वितीयपक्ष किरायेदार स्वयं की होगी।
- 4- यह कि द्वितीयपक्ष का उक्त परिसर जिस हालत में प्रथमपक्ष से प्राप्त किया है उसी हालत में (समस्त प्रकार की टूट फूट व ठीक करवाकर) द्वितीयपक्ष को वापिस संभलाएगी। द्वितीयपक्ष को उक्त प्रोपर्टी को किसी अन्य को सबलेट करने अथवा किसी अन्य व्यक्ति को देने का कोई अधिकार नहीं होगा और ना ही वे ऐसा कर सकेंगी।
- 5- यह कि द्वितीयपक्ष चालू माह का अनुबन्ध राशि चालू माह के प्रथम 7 दिवस में नियत समय पर अदा करता रहेगा। समय पर राशि को अदायगी में द्वितीयपक्ष किसी प्रकार का विलम्ब नहीं करेगी।
- 6- यह कि उक्त परिसर जो कि द्वितीयपक्ष ने अनुबन्ध पर लिया है उसको सभी प्रकार के भार त मुक्त रखेगा यानि द्वितीयपक्ष इस सम्पत्ति पर किसी प्रकार का सरकारी व प्राईवेट व किसी भी व्यक्ति का आर्थिक भार नहीं चढ़ायेगा।

कमरा 3

Subhash Chandra



Subhash Chandra

- 7- यह कि यदि द्वितीयपक्ष परिसर को खाली करता है तो प्रथमपक्ष को 3 माह पूर्व लिखित में सूचित करेगा उसी तरह यदि प्रथमपक्ष परिसर को खाली करवाता है तो उसे भी 3 माह पूर्व द्वितीयपक्ष को लिखित में सूचित करना होगा ।
- 8- यह कि प्रथमपक्ष को 51 एच.पी. का पॉवर कनेक्शन देगा जिसके उपयोग का भुगतान द्वितीयपक्ष अपने सब मीटर के अनुसार या मीनी जो भी अधिक होगा उसका भुगतान नियम समय पर करता रहेगा ।
- 9- यह कि किसी प्रकार की अकरमात दुर्घटना जैसे भूकम्प, आगजनी, चोरी, डकैती, लूटपाट आदि द्वितीयपक्ष का नुकसान होने पर प्रथमपक्ष किसी प्रकार का जिम्मेदार नहीं होगा ।

- 10- यह कि सभी विवादों का न्यायिक क्षेत्र जयपुर होगा । *Puspa Dangayach*
11. *2/11/17* *सुरेश कुमार* *2017* *सुरेश कुमार* *डॉ. सुरेश कुमार*  
 अतः उक्त अनुबंध दोनों पक्षों ने अपनी राजी खुशी, स्वस्थ चित्त तथा स्थिर बुद्धि की अवस्था में किया । एक मुदा पत्र 500/- रुपये का एवं दो किता पाई पेपर पर लिख दिया है जो सुन रहे व वक्त जरूरत काम आवें । इति दिनांक



हस्ताक्षर प्रथमपक्ष

*Suresh Kumar Gupta*  
 (सुरेश कुमार)

हस्ताक्षर द्वितीयपक्ष

*Puspa Dangayach*  
 (पुष्पा डंगायच)

गवाह

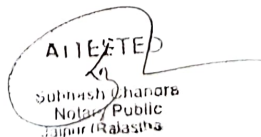
1

*Mukesh Kumar Saini*  
*Mukesh Kumar Saini*  
*Chhota Jaisar*

गवाह

2

*Mukesh Kumar Saini*  
*Chhota Jaisar*



25 MAY 2017

BEFORE THE NATIONAL GREEN TRIBUNAL  
CENTRAL ZONE BENCH BHOPAL

Original Application No.97/2022 (CZ)

IA No.48/2023

Kamal Tiwari

Versus

Union of India and Others

AFFIDAVIT IN SUPPORT OF THE DOCUMENTS

I, Nitin Dangayach Son of Shri Hajari Lal Dangayach, Aged about 42 years, Authorized Signatory of Shakti Engineering Industries, Plot G-676(A), VKIA, Jaipur do hereby take oath and state as under:-

1. That being authorized signatory of the respondent No.15 I am well conversant with the facts and circumstances of the case and am competent to swear this affidavit.
2. That annexed documents Annexure R-1 to R-5 are true and correct Photostat copy of the original / office copy.

*Nitin Dangayach*  
(Deponent)

VERIFICATION

I, the above named Deponent do hereby verify that the aforesaid affidavit is true and correct to the best of my knowledge, belief and I have not suppressed any material therein, so help me GOD.

*Nitin Dangayach*  
(Deponent)



ATTESTED

*[Signature]*  
OATH COMMISSIONER  
RAJASTHAN HIGH COURT  
JAIPUR BENCH, JAIPUR

28 AUG 2023

VAKALATNAMA

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL, CENTRAL  
ZONE, BENCH, BHOPAL

Original Application No. 97/2022 (CZ)  
IA No. 48/2023

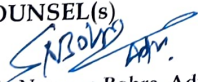
Kamal Tiwari  
Versus

Union of India & Others

Know all men by these presents that I/we the undersigned M. N. Narayan Bohra  
Son of Shri HARSHAL KUMAR Resident of ANAND VIHAR  
SHANTI ENGINEERING PLOT NO. 6-516/1, N.H. 2, JAIPUR  
in the above case do hereby make, constitute and appoint **Mr. Shiv Narayan Bohra, Iskandh, Advocates**, my/our true and lawful attorneys, for my/our name, and on my/our behalf to appear plead and act in the said case, and more particularly to draw, make, present, withdraw, amend represent and verify petition, complaints or written statements and to make, present applications or petition in the court, to present, withdraw and receive documents and any money from the court or form the opposite party either in execution of the decree or otherwise, and on receipt of payment thereof to sign and deliver for me/us proper receipts and discharges for the same, to compromise or to refer the case to arbitration, to seek execution of the decree or any orders in the case, to draw, make present, withdraw, amend and represent any memorandum of appeal or cross objections in any appeal arising or to seek reviews or revision of any judgments, decree or order in the case, to appear, conduct and plead in all such writ/appeals/revisions and reviews, and to do all other lawful acts and things as effectually as I/we could do the same whether being personally present or otherwise, my/our said counsel is/are also hereby authorized and empowered to instruct, engage or appoint any other any other counsel or counsels to appear, plead and act with or for him/them in his/their absence or otherwise as my/our said counsel my think proper to do so, all acts of such counsel or counsels shall be equally and similarly and binding on me/us as if done be my/our said counsel and as if done by me/us personally. I/we hereby agree that if any part of the said counsel's fee remains unpaid before the first hearing of the case or if any hearing of the case be fixed on tour or at any other place except the usual court premises, then my/our said counsel will not be bound to appear before the court. The counsel's fee now settled and agreed to is in respect of this court and for the pending proceeding only. Any fresh action hereafter taken will entitle the counsel to fresh fees I/we also agree that if the case be dismissed in default or it be proceeded ex-party under any circumstances whatsoever the said counsel shall not be held responsible for the same and all whatsoever my/our said counsel shall do in connection with the said case, I/we do hereby agree to ratify and confirm .any costs awarded in the case at any time in my/our favour shall from part of the counsel's claim and shall be payable to him/ them in addition to his/their fees in the case.

IN WITNESS WHEREOF I/we have hereto set my /our hand(s)  
at JAIPUR the 26-8-2023 day of \_\_\_\_\_ and delivered to the  
said counsel(s)

COUNSEL(s)

  
Shiv Narayan Bohra, Advocate  
Enr. No. R/465/1994  
Mob. 9414074734  
E-mail: advocatesbohra1969@gmail.com

CLIENT (s)

1. 

2.



Shiv Narayan Bohra &lt;advocatesbohra1969@gmail.com&gt;

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**Copy Of Reply in The Case Of Kamal Tiwari vs Union Of India and Others in OA : 97/2022**

1 message

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**Shiv Narayan Bohra** <advocatesbohra1969@gmail.com>  
To: NGT/ Adv Krishan Sharma <advocatekrishna@gmail.com>

Sat, Aug 26, 2023 at 5:58 PM

Dear sir,  
Please find attached copy of the reply on behalf of respondent number:15 (Shakti Engineering)

--

**Thanks & Regards,**  
**S.N.Bohra**  
**(Advocate Rajasthan High Court, Jaipur)**  
**Mob. No: - 9414074734**

**Reply of OA 97 2022 for Reapondent no. 15 Shakti Engineering.pdf**  
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