



कार्यालय नगर परिषद भीलवाडा (राज0)

(राजेन्द्र मार्ग स्कूल के सामने)

website :- nagarparishad.org

क्रमांक:-नपभी/NGT/2023-24/17724

दूरभाष नं. 01482-232651

Email ID Npbhilwara@gmail.com

दिनांक - 7/10/2023

श्री रोहित शर्मा एडवोकेट,
ई-5/43, अरेरा कॉलोनी,
मीनाक्षी हॉस्पिटल के पास,
भोपाल (मध्यप्रदेश) 462016।
मो0 9285256569

विषय :- माननीय राष्ट्रिय हरित अधिकरण केन्द्रिय आंचलिक न्याय पीठ भोपाल, मे विचाराधीन प्रार्थना पत्र सं0 02/2020 बाबुलाल जाजु बनाम स्टेट ऑफ राजस्थान व अन्य में अप्रार्थी मैसर्स जिंदल सॉ लि0 द्वारा प्रस्तुत प्रार्थना पत्र दि0 22.02.2022 के क्रम में।

प्रसंग :- परिषद पत्रांक 12542 दि0 27.09.2023 के क्रम में।

उपरोक्त विषयान्तर्गत प्रासंगिक पत्र के क्रम में लेख है कि उक्त प्रकरण में आप द्वारा तैयार एफीडेवीट नोटेरी करवाकर आपको प्रेषित किया जा रहा है।

अतः आप उक्त एफीडेवीट को माननीय राष्ट्रिय हरित अधिकरण केन्द्रिय आंचलिक न्याय पीठ भोपाल में प्रस्तुत कराने का श्रम करावें।

(हेमाराम चौधरी)

आयुक्त

नगर परिषद, भीलवाडा

दिनांक - /10/2023

क्रमांक:-नपभी/NGT/2023-24/

प्रतिलिपी :-

1. निजी सहायक सभापति/आयुक्त, परिषद हाजा।

11

(हेमाराम चौधरी)

आयुक्त

नगर परिषद, भीलवाडा



**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL,
CENTRAL ZONAL BENCH, BHOPAL (MP)**

IN THE MATTER OF EXECUTION PETITION NO. 27/2020
IN
O.A. NO. : 88/2015

BABULAL JAJU

---- **APPLICANT**

VERSUS

STATE OF RAJASTHAN & ORS.

---- **RESPONDENTS**

ADDITIONAL AFFIDAVIT

I, Hemaram, S/o Shri Lalaram, Aged around 45 Years, working as Commissioner, Municipal Council, Bhilwara (Rajasthan), do hereby solemnly state on oath as under :-

1. That, I am working as Commissioner with the Municipal Council, Bhilwara (Rajasthan) and fully conversant with the facts of this case and hence competent to swear on this affidavit.

2. That, on the basis of the application submitted in the instant matter on behalf of M/s. Jindal Shaw Limited dated 22.02.2022, the Factual Report is as under :-

(i) That, in regards to Para No. 10(a), it is submitted that 8 Beegha of land out of Khasra No. 338 was allotted M/s. Jindal Shaw Limited free of cost in the Year 2017 adjoining to the land already allotted to them in the



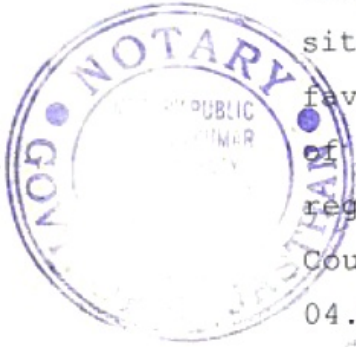



Year 2011 for establishment of 10 MLD STP. In the Year 2017 itself, M/s. Jindal Shaw Limited sent a letter dated 26.11.2021 for providing of 30 Feet wide road for reaching the land already allotted to them. In this regard, the Council issued the order dated 19.01.2022 with certain conditions. As regards to M/s. Jindal Shaw Limited is concerned, they have obtained the land free of cost from Municipal Council, Bhilwara twice. M/s. Jindal Shaw also wants to get the water free of cost for this STP, which is worth not admissible. Apart from M/s. Jindal Shaw Limited, many other enterprises/industries of the city are ready and agree to pay the money to Municipal Council, Bhilwara for sewerage water. Then, after giving land to M/s. Jindal Shaw Limited free of cost, on what basis should the Municipal Council, Bhilwara, be provided with water ? Municipal Council, Bhilwara is an autonomous body which depends on its own income for the success of its own existence and responsibilities. In such a situation, it cannot harm the public interest and the Council by giving away its resources and sources of income for free of cost. While M/s. Jindal Shaw Limited is reimbursing Rs. 1,58,55,308/- (Rs. One Crore Fifty Eight Lakhs Fifty Five Thousand Three Hundred & Eight) quarterly as per earlier agreement dated 05.10.2011 and Minutes of Meeting proceedings dated 24.12.2014, then it is not acceptable in



any way by refusing such kind of execution of any agreement in regards to a new STP. The responsibility of Municipal Council, Bhilwara is increasing just in order to implement the public welfare schemes of State. In such a situation, the Municipal Council, Bhilwara is unable to provide the water free of cost to M/s. Jindal Shaw Limited just in order to ensure the increased challenges.

(ii) That, as per the application submitted, a land of 8 Beeghas of land out of Khasra No. 338 situated at Village - Kuwada was transferred in favour of M/s. Jindal Shaw Limited for a period of 30 Years for establishment of a STP. In this regard, an agreement was executed between the Council and Jindal Shaw Limited on dated 04.02.2017, wherein, it is mentioned at Para No.2 that all types of documents for the purpose of establishment or setting up of a Plant can be obtained by M/s. Jindal Shaw Limited. In this regard, all types of charges are required to be borne in by M/s. Jindal Shaw Limited. Copy of the agreement is enclosed herewith for the kind convenience of this Hon'ble Tribunal.




 (iii) That, as per Para 'C' of the application, there is a demand for uninterrupted sewage water i.e. 10 MLD water free of cost. Whereas, as per the Condition No. 15, 18, 18(a) and




18(b) of the earlier agreement executed on dated 05.10.2011, it is agreed that an amount of 1,58,55,308/- (Rs. One Crore Fifty Eight Lakhs Fifty Five Thousand Three Hundred & Eight) quarterly is required to be paid since dated 01.10.2014 for maintenance of the city park and cleaning of nallah/canals etc. Whereas, in the application preferred before the National Green Tribunal, Bhopal, the sewerage water is required free of cost. Whereas, as per the agreement earlier executed, the sewerage water was provided to M/s. Jindal Shaw Limited with cost.



(iv) That, the Municipal Council, Bhilwara issued the order dated 19.01.2022 with certain conditions, under which, 30 Feet wide approach road has been provided to M/s. Jindal Shaw Limited for establishment of a new STP. There is no abnormality of the conditions in the order dated 19.01.20122 issued by Municipal Council, Bhilwara. M/s. Jindal Shaw Limited has already registered an agreement dated 05.10.2011 as per the same conditions. Though for establishment of a new STP also, the conditions mentioned in the aforesaid agreement or the challenges faced by the Municipal Council, Bhilwara currently, there is no abnormality for expectation of a new agreement with additional conditions. An application has been filed by M/s. Jindal Shaw Limited for its



will benefit in the matter pending adjudication before the Hon'ble National Green Tribunal, which is a complete misuse of the process of established law.



(v) That, as per the agreement dated 04.08.2017, 8 Beeghas of land was provided to M/s. Jindal Shaw Limited free of cost for a period of 30 Years for establishment of a 10 MLD STP, wherein, the ownership will remain with the Municipal Council. A 30 feet wide has been given with certain conditions for approaching the said site by way of order dated 19.01.2022 issued by the Council. Prior to the issuance of the order dated 20.01.2022 by the National Green Tribunal, Bhopal for providing of a 30 Feet wide road by the Council, the Council has already passed an order dated 19.01.2022 with certain conditions for providing a 30 Feet wide road to M/s. Jindal Shaw Limited and M/s. Jindal Shaw Limited is required to comply with the same. No proceeding is expected at the Municipal Council level. M/s. Jindal Shaw Limited has neither discussed with the concerned competent authority regarding renewal of the agreement nor, expressed its bonafide intentions in execution of a new agreement.

(vi) That, the application submitted on behalf of M/s. Jindal Shaw Limited makes



reasonable demands (free land of society's natural resources and free water) based on false facts, which is not admissible in any form in a society.

3. That, I am filing the instant affidavit in support of the aforesaid conditions made.



DEPONENT

VERIFICATION

I, the above named Deponent, do hereby verify that the contents of Paras 1 to 3 made in this affidavit are true to the best of my knowledge and belief.

Handwritten signature
21/10/2023

Verified and signed this on _____ Day of October, 2023 at Bhilwara (Rajasthan).

DEPONENT

Deponent Sworn and Signature before me and Admitted the Contents to be True Hence Attested Identification No. 640 21/10/2023
ROSH KUMAR CHOUHARY
NOTARY PUBLIC
Session Court, Bhilwara (Raj)