

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL, KOLKATA

BENCH, KOLKATA

ORIGINAL APPLICATION NO. 177/2023

IN THE MATTER OF:-

Adil Hussain

...Applicant

Versus

National Highways & Infrastructure Development Corporation Limited & anr.

...Respondents

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NDOH: 12.09.2024

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Place: New Delhi

Date: 09.09.24

Filed through

(Manu Beri)

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AFFIDAVIT BY THE RESPONDENT NO. 1 NATIONAL HIGHWAYS AND
INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED
(‘NHIDCL’) AS PER DIRECTIONS PASSED BY THIS HON’BLE
TRIBUNAL VIDE ORDER DATED 24.07.2024.

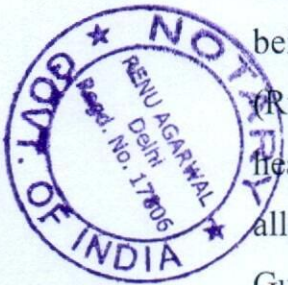
I, Saurav Deo, aged about 31 years, son of Shri Suresh Kumar Deo, working as Deputy General Manager (Tech.) and authorised representative of the Respondent NHIDCL, having my work place at National Highways & Infrastructure Development Corporation Limited, 1st & 2nd Floor, Tower A, World Trade Centre, Nauroji Nagar, New Delhi – 110029, do hereby solemnly affirm and declare as under:-

1. I am the authorised representative for the Respondent no.1 National Highways And Infrastructure Development Corporation Limited (For short- “NHIDCL”) in the above-mentioned matter and I am acquainted with the facts and



circumstances of the case as derived from the records and hence competent to swear the present Affidavit.

2. That I have read and understood the contents of this Affidavit drafted by my counsel under my instructions and I have read the same and I say that the contents thereof are true and correct to my knowledge and information derived from the records.
3. It is submitted that the Answering Respondent no. 1, NHIDCL is a Company under the administrative control of the Ministry of Road Transport & Highway (For short "MORTH") and has been entrusted with the responsibility of development, maintenance and management of Highways vested in or entrusted to it.
4. It is pertinent to note that the NHIDCL Respondent No.1 herein has been entrusted for the development of road stretch of NH-17 (New)/NH-31,37(Old) to a 4-lane facility, which is presently in 2Lane + Paved Shoulder configuration from Bilasipara to Guwahati, passing through districts of Dhubri, Bongaigaon, Golapara, Kamrup (Rural) & Kamrup (Metro).
5. The stretch under consideration is the section of NH-17 (New)/NH-31,37(Old) from Goalpara to Guwahati covering a length of approx. 101.634 Km which is being developed in 5 Civil Work Packages, passing through Golapara, Kamrup (Rural) & Kamrup (Metro) districts. It is respectfully submitted that the notice of hearing on the basis of the news report by this Hon'ble Tribunal is related to the alleged damage to the Forest Cover for widening of road between Goalpara to Guwahati in Assam. The package wise details are as follows:



Location	District		Denominated as
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From	To		Proposed road Length	
Pancharatna	Agia	Goalpara	12.3 Km	Package – 6 of Bilasipara – Guwahati Road section
Agia	Paikan Junction	Goalpara	11.9 Km	Package – 7 of Bilasipara – Guwahati Road section
Paikan Junction	DhupdharaShahar	Goalpara	43.75 Km	Package – 8 of Bilasipara – Guwahati Road section
Dhupdhara Sahar	Milmila RF	Kamrup (Rural)	33.684 Km	Package – 9 of Bilasipara – Guwahati Road section
Milmila RF	VIP Chowk	Kamrup (Rural & Metro)	27.316 Km	Package – 10 of Bilasipara – Guwahati Road section

6. It is further respectfully submitted that the need for widening of the Road has been placed before this Hon'ble Tribunal in the affidavit dated 09.01.2024 filed by the deponent, duly elaborating the facts that the requirement of the additional land for the widening of the stretch passing through the reserve forest (of Goalpara Forest Division & Kamrup (West) Forest Division) has been kept to the bare minimum in order to save the maximum number of trees. Further, NHIDCL has also obtained the requisite Stage-I Forest Clearance from the MoEF&CC, Govt. of India and the subsequent working permission from the State that is Govt. of Assam. Further, it is also apprised to this Hon'ble Tribunal that out of the 129 Km long section of the Goalpara-Guwahati (VIP Chowk) NH-17, a 16 Km long Bypass on a greenfield alignment, for the densely inhabited Mirza & Bijoynagar Markets has been envisaged (in the Bilasipara-Guwahati:Pkg-X) thereby not affecting the trees on the existing NH.

7. **Role of NHIDCL consequent upon the accord of Stage-I Clearance:** It is humbly placed before this Hon'ble Tribunal that the Respondent No. 1 NHIDCL is designated as the "USER AGENCY" for the purpose of the Forest Clearance.



Upon accord of the Stage-I Clearance by the MoEF&CC, Govt. of India, the User Agency is required to deposit the requisite amounts demanded against the various activities viz.: Net Present Value, Compensatory Afforestation, Charges for Felling/Operation of the Trees, Avenue Plantation, Wildlife Mitigation Plan & erection of Boundary Pillars. Upon deposition of these demanded amounts, the State Govt. accords the Working Permission, thereby commencing the departmental tree cutting work and allowing the User Agency to commence work on the affected area. Thus, it is pertinent to note that the role of the User Agency is limited to deposition of the amounts demanded against the various heads only. The activities related to Tree cutting, Compensatory Afforestation, Avenue Plantation are implemented departmentally by the Forest Department of the State Government which Respondent No. 2 State of Assam herein. Further, it is also humbly placed before the Hon'ble Tribunal that the subject of translocation of trees is a specialised matter and the Forest Department is in an appropriate position to deliberate the issue and NHIDCL has no role to play in this.

8. Role of Department of forest- The data with respect to the tree felling is maintained by the Respondent no. 2 State of Assam that is forest department. The Trees that are to be cut or translocated are also decided by the Forest department only. The alignments suggested by the NHIDCL are agreed to by the Forest department/State government only and the same was done in the present project as well.

9. Comments on the Additional Affidavit filed by the Forest Department on 23.07.2024: It is respectfully submitted that in the additional affidavit, the Forest Department has submitted the updates regarding the steps being taken at their end for finalisation of the SOP for the Transplantation of the Trees, in consultation with the subject matter experts. As such, NHIDCL has no comments to offer at this stage.



10. It is further respectfully stated that as per the records available with NHIDCL, in the Goalpara Forest Division (against the Pkg-6,7&8), 27.054 Ha of Forest Land was diverted and NHIDCL has deposited amount for the felling of 15475 Trees. Further, in the Kamrup (West) Division (against the Pkg-IX), 16.712 Ha of Forest Land was diverted and NHIDCL has deposited amount for the felling of 11667 Trees. Notably to mention here that the total area diverted is 43.766 Ha. This area was arrived at by reducing the cross section of the highway. In case, the requirement of the land was not reduced in the Forest Area, the affected forest area would have been approx. 75 Ha (approx. 1.7 times of the area actually diverted) and the affected number of trees also would have increased in almost the same ratio. Additionally, by constructing a bypass (length=16 Km) approx., 750 trees have been rendered unaffected.

11. Present status of construction work:

The present status has been tabulated below:

Sl. No.	Project Name	Status
1	Package – 6 (from Pancharatna to Agia)	Project Completed
2	Package – 7 (from Agia to Paikan Junction)	Progress-28% Schedule Completion Date:25.10.25
3	Package – 8 (from Paikan Junction to Dhupdhara Sahar)	Progress-18.63% Schedule Completion Date:25.12.26
4	Package – 9 (from Dhupdhara Sahar to Milmila RF)	Progress-8% Schedule Completion Date:11.06.26
5	Package – 10 (Milmila RF to VIP Chowk)	Progress-9% Schedule Completion Date:18.06.26



- 12. That the Respondent (NHIDCL) has not violated any of the Acts, rules for that matter any law in force. The Respondent has acted in good faith, within the scope of its authority, with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent Company experienced in such matters would use while taking care of such road construction activity of the type and quality envisioned in the Approved Plans.
- 13. That the averments of the facts stated herein above are true to my knowledge and belief, no part of it is false and nothing material has been concealed therefrom.



I, Saurav Deo, the abovenamed Deponent, do hereby verify and state that the contents of the Paragraphs No. 1 to 12 are true and correct to the best of my knowledge and belief as derived from the official records. No part of it is false and nothing material is concealed therefrom.

09 SEP 2024

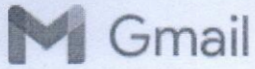
Verified and signed here at New Delhi on this day of September, 2024.

Saurav Deo
I identified the deponent who has signed in my presence



ATTESTED
NOTARY PUBLIC
(INDIA)

09 SEP 2024



Manu Beri <berimanu@gmail.com>

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PROOF OF SERVICE

Advance service of affidavit in the matter of Adil Hussain vs NHIDCL & anr OA no. 177/2023 (EZ)

1 message

Manu Beri <berimanu@gmail.com>
To: "mrdey@rediffmail.com" <mrdey@rediffmail.com>


Mon, Sep 9, 2024 at 1:41 PM

Dear Ms. Malabika Roy-Counsel for State of Assam,

PFA affidavit by Respondent No. 1 in the captioned matter.

regards,

Manu Beri
Advocate
Counsel for the Respondent No. 1

 **Affidavit Adil hussain vs NHIDCL.pdf**
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