

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL

EASTERN ZONE BENCH, KOLKATA

ORIGINAL APPLICATION NO. 104 OF 2025

IN THE MATTER OF:

PRADEEP KUMAR DAS AND OTHERS

...APPLICANTS

VERSUS

STATE OF ODISHA AND OTHERS

...RESPONDENTS

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Proof of service

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RESPONDENTS

THROUGH:



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PLACE: NEW DELHI

DATE: _19_.08.2025

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL

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**COUNTER AFFIDAVIT ON BEHALF OF RESPONDENTS NO. 1,3,4,9
RESPECTIVELY**

MOST RESPECTFULLY SHOWETH:

PRELIMINARY SUBMISSIONS

1. The above captioned petition has been filed challenging lease agreements between the Odisha Infrastructure Development Corporation (“IDCO”) and one M/s OSC Steel Pvt. Ltd and between IDCO and one M/s Mankash Enterprises respectively.
2. The particulars of the subject land are plot no. 82/2 and plot no. 82/1 of total area 6.36 acres which has been leased to M/s OSC Steel Pvt. Ltd. and M/s Mankash Enterprises respectively.
3. The principal challenge in the above captioned petition is under Section 2 of the Forest Conservation Act, 1980, which has been reproduced below for ready reference:

“Restriction on the reservation of the forest or use of forest land for non-forest purpose: Notwithstanding anything contained in any other law for the time being in force in a State, no State Government or other authority shall make, except with the prior approval of the Central Government, any order directing-

(i) that any reserved forest (within the meaning of the expression "reserved forest" in any law for the time being in force in that State) or any portion thereof, shall cease to be reserved;

(ii) that any forest land or any portion thereof may be used for any non-forest purpose;

(iii) that any forest land or any portion thereof may be assigned by way of lease or otherwise to any private person or to any authority, corporation, agency or any other organisation not owned, managed or controlled by Government;

(iv) that any forest land or any portion thereof may be cleared of trees which have grown naturally in that land or portion, for the purpose of using it for reforestation.”

4. In this regard, it is submitted on behalf of Respondents No. 1,3,4,9 that the subject land was transferred *vide* a deed of agreement under Section 32 of the Odisha Industrial Infrastructure Development Corporation Act, 1980 dated 27.05.1983 between the Governor of Odisha and IDCO. The purpose of this transfer was to put this land for industrial use as stated in the demise. The said deed agreement has been attached herein as **Annexure A**.
5. It is pertinent here to mention that the Section under which the present challenge lies, namely Section 2(iii) of the Forest Conservation Act, 1980 was inserted *vide* an amendment dated 1988. However, the deed agreement was dated 27.05.1983, which was well before the section was inserted. Therefore, since clause (iii) of Section 2 of the Forest Conservation Act, 1980 did not exist at the time of the deed of agreement dated 27.05.1983, there can be no question of any contravention of the Forest Conservation Act, 1980.
6. That notwithstanding the above, IDCO is in any event an instrumentality of the State Government and therefore covered under the provisions of Section 2(iii) of the Forest Conservation Act, 1980.

7. Moreover, it is pertinent to state that no construction can take place in the subject lands without the prior permission of Central Government as per the provisions of Section 2 of the Forest Conservation Act, 1980 and the Van (Sanrakshan Evam Samvardhan) Adhiniyam 2023.
8. That in any event, the Licence Deeds executed by IDCO include a clause mandating that *“The Licensee/Licensees shall be responsible for complying with all pertinent bye-laws, rules and regulations for the time being in force in respect of the changes made by the Licensee inside the Licensed premises the Licensee may deem fit for full enjoyment of the Licensed Premises.”*
9. Furthermore as per the Divisional Forest Officer’s letter dated 06.03.2025, it was directed to the two companies to stop operation of construction work over the subject land till further order. A copy of the aforesaid letter is marked herein as **Annexure B**.
10. On verification of the joint field enquiry, it is submitted that the land has been allotted to M/s OCL Steel Pvt. Ltd. and M/s Mankash Enterprises. The representatives of both parties have produced the lease agreements bearing no. 11712101872 dated 13.09.2021 in respect of Plot No. 82/P measuring Ac. 4.30 Dec. and no. 11712101873 dated 14.09.2021 in respect of Plot No. 82/P measuring Ac. 1.05 Dec., respectively. It is further submitted that the suit land has been leased out by IDCO authority. On verification of the Khatiyani, it is also found that the suit plot is recorded in Hal Khata No. 60 (Rakhit) of Mouza Kalokudar consisting of Plot No. 82, Kisam – Gramya Jungle, which is a Government Khata, and that a partial boundary wall presently stands over the subject land.

PARA-WISE REPLY

11. It is submitted that the contents of Paragraphs 1-3 merit no response.
12. In response to the contents of Paragraph 4, it is submitted that the suit land in Mouza Kalokudar is recorded as Gramya Jangal (Govt. land). As per Sabik ROR, it was Khata No. 40, Plot No. 88 (area 6.36 acres). In the 1989 HAL Settlement, it is Khata No. 60, Plot No. 82/P, with the same area and classification.
13. In response to Paragraph 5, it is submitted that there is forest growth over some part of the subject land.
14. It is submitted that the contents of Paragraphs 6-14 merit no response.
15. The Respondents admit the contents of Paragraph 15 to the extent that the Revenue Department, Government of Odisha, vide its letter dated 24.10.2011 bearing letter no. 43968, has clarified that in cases where land is recorded in non-forest kism with a note of Sabik Kism Jungle in the RoR finally published after 25.10.1980, but was recorded as forest kism in the Sabik record, the provisions of the Forest (Conservation) Act, 1980 shall be applicable to all such lands.
16. It is submitted that the contents of Paragraphs 16 to 23 merit no response.

RESPONDENTS**THROUGH:**

VARUN MISHRA & ASHAR HUSSAIN
PANEL COUNSEL FOR RESPONDENT
A-21, BASEMENT, JANGPURA EXTENSION,
NEW DELHI – 110014

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BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
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ORIGINAL APPLICATION NO. 104 OF 2025

IN THE MATTER OF:

PRADEEP KUMAR DAS AND OTHERS ... APPLICANTS

VERSUS

STATE OF ODISHA AND OTHERS ... RESPONDENTS

AFFIDAVIT ON BEHALF OF THE RESPONDENTS

BEFORE U.P. SINGH, NOTARY



I, Sh. Muralidhar Urmal, S/o ~~S. Sricharan~~ Urmal, aged about 56 years working as Tahasildar, Lathikata, At/Po-Lathikata District Sundargarh.

1. That I am the authorized signatory of the Respondent Nos 1,3,4,9 in the present case and am well conversant with the facts and circumstances of the present case, as such I am competent to swear this present affidavit.
2. That I have read the accompanying Original Application No. 104 of 2025 filed by the Applicants and state that the contents of the same are true to the best of my knowledge and belief and believed by me to be true.

Muralidhar Urmal
18/8/25

DEPONENT
Tahasildar
Lathikata

VERIFICATION

Solemnly verified at Rourkela on this the 19th day of Aug. 2025 2025 that the contents of my above-mentioned affidavit are true and correct to the best of my knowledge and belief, no part of it is false and nothing material has been concealed therefrom.

Deponent (S) being identified by Sri/Smt./Mr.
Advocate Solemnly Affirmed and Declared of truthfulness of the Contents

U.P. Singh, Notary
Rourkela Govt. of Odisha
Regd. No. ON-2 of 2008
Mob. No. - 94372 0251

Muralidhar Urmal
18/8/25

DEPONENT
Tahasildar
Lathikata



Original DEED No:- 1732

27/05/1983

ANNEXURE-1

Fee Exempt

Exemption
35(C) Exemption
notification No. 23697 Pt. 8-4-1981

Revenue Officer
Cuttack

DEED OF AGREEMENT UNDER SECTION 32 OF THE ORISSA INDUSTRIAL INFRASTRUCTURE DEVELOPMENT CORPORATION ACT, 1980

THIS DEED made on this 27th May... day

of one thousand nine hundred and eighty three BETWEEN THE GOVERNOR of Orissa (hereinafter referred to as "The State Government") of the one part.

A N D

THE Orissa Industrial Infrastructure Development Corporation established under (Orissa Act 1 of 1981) and having its office at Janapath, Sahidnagar, Bhubaneswar-7 (hereinafter called "The Corporation" which expression shall unless excluded or repugnant to the context includes its successors) of the other part.

WITNESSETH as follows :-

THE Corporation has been established as a statutory Corporation having as one of its principal objects rapid industrialisation of the State of Orissa and the State Government have decided to place the Government land at the disposal of the Corporation for setting up industries, industrial areas and industrial estates and for development

J. K. Coleray
Collector

UNMARGAHL

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of all types of industries providing facilities connected with industrialisation of the State.

2) In pursuance of the sanction contained in the Collector, Sundargarh's order No. 2331, 2313, 2319, 2325, 2283, 2307, 2301, 2295, 2289, 2277, & 2265 dated the 23rd day of April 1983 addressed to the Corporation and in consideration of the premium and rent hereinafter reserved and of the covenants on the part of the Corporation hereinafter contained, the State Government hereby demises to the Corporation all the Government land measuring Ac.433.89 (Four hundred thirty three acres and eighty nine decimal) and more particularly described in the schedule hereunder written (hereinafter referred to as "the demised land") TO HOLD the said demised land to the Corporation from the 27th day of May 1983 for the terms of NINETY FIVE YEARS PAYING therefor a total premium of Rs. 10,84,725/- (Rupees Ten Lakhs eighty four thousand seven hundred twenty five) only being at the rate of Rs. 2,500/- per acre in respect of Ac.433.89 decimal of land to be used for industrial purposes as shown in the schedule of land and delineated in the map having the boundary in red but excluding the area specified as such in the schedule. The payment of premium will be made and monitored by the Industries Department by the end of a Financial Year in accordance with the procedure prescribed by the Government. The rent shall be payable at the rate of 1 (one) percent of the area rate until the demised land is with the Corporation.

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Handwritten signature and name 'SUNMATHI' at the bottom left.

and 10 (ten) percent of the area rate for the portion of demised land leased out by the Corporation to other parties. Besides the above rent, cost of trees standing on the demised land, as assessed by the competent authority shall also be payable. The rent shall also be payable. The rent shall be paid in advance on the second day of January, each year to the Collector of Sundargarh District.

The State Government reserves the right to the mineral wealth including minor minerals, on in or under the area covered by the deed and the Corporation will have the surface right over the land.

The existing and customary rights of Govt. and the public in roads and paths and rivers, streams and channels running through or bounding the land are reserved and are in no way affected by the deed.

PROVIDED THAT the yearly rent shall be liable to revision at each revision settlement and re-settlement operation during the period of lease.

3) The Corporation hereby covenants with the State Government as follows namely :-

(i) That the Corporation shall during the terms hereby granted pay to the State Govt. the yearly rent hereby reserved on the days and in the manner herein before specified.

(ii) That the Corporation shall keep marked the boundaries of the demised premises and point them out when so required by the Collector or any other Officer authorised by him in this behalf.

part

(iii) That subject to the rights of the Corporation under clause 4(ii) hereunder, the Corporation shall at the expiration of the term hereby granted quite yield up the demised land on to the State Government in the same condition as it is now in.

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4) The State Government covenants with the Corporation as follows :-

(i) That the Corporation paying to the State Government the rent hereby reserved and performing all the covenants and conditions herein on its part contained may peaceably hold and enjoy the demised land during the said term without any let, hindrance or interruption by the State Government or any other person claiming under or in trust for the State Government.

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(ii) That at the expiry of the term of ninety nine years hereby reserved the State Govt. shall, upon request by the Corporation, consider a renewal of the term for the like period and upon the same terms and conditions other than relating to rent which may be liable to change as may at the time of such renewal be mutually agreed upon between the State Government and the Corporation.

(iii) That the Corporation shall be competent to develop the demised land and provide herein infrastructure for small, medium and large industries.

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Provided that the infrastructure shall mean to include sheds, provision of water, power, communications, sewerage affluent discharges, etc.

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(iv) The Corporation shall be competent for laying out the demised land into various plots besides setting apart land for the laying of roads, drains and for other common betterment schemes for the future occupants of the plots so laid out.

(v) The Corporation shall be competent to allot, issue licence and lease the land in accordance with the regulations, made under the Orissa Industrial Infrastructure Development Corporation Act, 1980.

(vi) The Corporation shall be competent to surrender to the State Government such part of the demised land either in whole or in part, as may be agreed upon between them.

(vii) The Corporation shall be competent to mortgage the demised land in full or in part for securing loans for developing the said land for providing therein infrastructure for small, medium and large industries.

(viii) The Corporation shall also abide by the terms and conditions prescribed in the sanction order in addition to those stipulated in this Deed.

5) It is hereby mutually agreed by and between the parties hereto as follows:-

(i) That if the said annual rent hereby reserved or any part thereof shall at any time be in arrear and remains unpaid for three calendar months after the same shall have become due (whether demanded or not, or if the Corporation shall go into liquidation except for the purpose or reconstruction or amalgamation), then and in any such

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case it shall be lawful for the State Government to re-enter into and upon the demised land or any part thereof in the name of the whole and to hold the same henceforth as if these presents had not been made, without prejudice to any right of action or remedy of the State Government in respect of any antecedent breach of any of the covenants by the Corporation hereinbefore contained.

(11) That upon the breach or non-observance of any of the conditions of the deed herein granted, the State Government may declare that the agreement has been determined and Collector or any officer or person appointed on that behalf by the State Govt. shall be entitled to re-enter and take possession of the demised land and of the buildings and other structures erected thereon and the materials thereof, as well as the stores and stocks.

PROVIDED THAT HOWEVER before such re-entry the State Government shall give to the Corporation written notice of its intension so to do and the Corporation shall have the right to remedy the breach or non-observance complained of within three months from the date of such notice in which event the State Govt. shall not be entitled to re-enter and take possession.

PROVIDED FURTHER that in case the demised lands are so resumed the Corporation shall not be entitled to any compensation whatsoever for the demised land or the building and other structures erected thereon and the materials thereof, as well as the stores and stocks, but shall

plots back-
roads, drains
the sub-

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be at liberty to enter upon the demised land and to remove all such buildings and structures and the materials thereof as well as the stores and stocks within nine months from the date of the termination of the agreement failing which the Corporation shall cease to have any right to such buildings and structures and the materials thereof, as well as the stores and stocks.

(iii) That any demand for payment or notices required to be made or given to the Corporation shall be deemed to be sufficiently made or given if sent by the State Government through the post by registered letter to the Corporation at the Registered Office of the Corporation and that any notice required to be given to the State Government shall be deemed to be sufficiently given if sent by the Corporation through post by registered letter addressed to the State Government, Collector and that any demand or notice so sent shall be presumed to have been delivered in the usual course of the post. That should the demised land or any part thereof be at any time required by the State Government for any purpose declared by that Government to be a public purpose, the State Government shall be entitled to resume the same on giving six month's notice in writing and on the expiry of the said period may, through any officer or person authorised by Govt. in that behalf, re-enter and take possession of the said demised land or part thereof and all buildings or structures thereon.

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1/2/53

[Handwritten signature]
Collector

SUN...G...H

Original Deed No. 1732 dated 27/05/1983

DEED OF AGREEMENT UNDER SECTION 32 OF THE ORISSA
INDUSTRIAL INFRASTRUCTURE DEVELOPMENT CORPORATION
ACT 1980

THIS DEED made on this 27th day of May of one thousand nine hundred and eighty three BETWEEN THE GOVERNOR OF ORISSA (hereinafter referred to as “The State Government”) of the one part

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at the disposal of the Corporation for setting up industries industrial areas and industrial estates and for development of all types of industries providing facilities connected with industrialisation of the State.

2) In pursuance of the sanction contained in the Collector, Sundargarh's order No. 2331, 2313, 2319, 2325, 2283, 2307, 2301, 2295, 2289, 2277 and 2265 dated the 23rd day of April, 1983 addressed to the Corporation and in consideration of the premium and rent hereinafter reserved and of the covenants on the part of the Corporation hereinafter contained the State Government hereby demises due to the Corporation all the Government land measuring AC.433.89 (Four hundred thirty three acres and eighty nine decimal) and more particularly described in the schedule hereunder written (hereinafter referred to as "the demised land") TO HOLD the said demised land to the Corporation from the 27th day of May 1983 for the terms of NINETY NINE YEARS period therefore a total premium of Rs.10,84,725/- (Rupees Ten Lakhs Eighty Four Thousand Seven Hundred Twenty-Five) only being at the rate of Rs.2,500/- per acre in respect of AC.433.89 decimal of land to be used for industrial purposes as shown in the schedule of land and delineated in the map having the boundary in red but excluding the area specified as such in the schedule. The payment of premium will be made and monitored by the Industries Department by the end of Financial Year in

accordance with the procedure prescribed by the Government. The rent shall be payable at the rate of 1 (one) percent of the area rate until the demised land is with the Corporation and 10 (ten) percent of the area rate for the portion of demised land leased out by the Corporation to other parties. Besides the above rent, cost of trees standing on the demised land, as assessed by the competent authority shall also be payable. The rent shall also be payable. The rent shall be paid in advance on the second day of January, each year to the Collector of Sundargarh District.

The State Government reserves the right to the mineral wealth including minor minerals, on in or under the area covered by the deed and the Corporation will have the surface right over the land.

The existing and customary rights of Government and the public in roads and paths and rivers, streams and channels running through or bounding the land and reserved and are in no way affected by the deed.

PROVIDED THAT the yearly rent shall be liable to revision at each revision settlement and re-settlement operation during the period of lease.

3) The Corporation hereby covenants with the State Government as follows namely: -

(i) That the Corporation shall during the terms hereby granted pay to the State Government the yearly rent hereby reserved on the days and in the manner herein before specified.

(ii) That the Corporation shall keep marked the boundaries of the demised premises and point them out when so required by the Collector or any other Officer authorised by him in this behalf.

(iii) That subject to the rights of the Corporation under clause 4(11) hereunder the Corporation shall at the expiration of the term hereby granted quietly yield up the demised land on to the State Government in the same condition as it is now in.

4) The State Government covenants with the Corporation as follows:

(i) That the Corporation paying to the State Government the rent hereby reserved and performing all the covenants and condition herein on its part contained may peaceably hold and enjoy the demised land during the said term without any let, hindrance or interruption by the State Government or any other person claiming under or in trust for the State Government.

(ii) That at the expiry of the term of ninety nine years hereby reserved the State Government shall, upon request by the Corporation, consider a

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renewal of the term for the like period and upon the same terms and conditions other than relating to rent which may be liable to change as may at the time of such renewal be mutually agreed upon between the State Government and the Corporation.

(iii) That the Corporation shall be competent to develop the demised land and provide herein infrastructure for small, medium and large industries.

Provided that the infrastructure shall mean to include sheds provision of water, power, communications, sewerage affluent discharges etc.

(iv) The Corporation shall be competent for laying out the demised land into various plots besides setting apart land for the laying of roads, drains and for other common betterment schemes for the future occupants of the plots so laid out.

(v) The Corporation shall be competent to allot, issue licence and lease the land in accordance with the regulations, made under the Orissa Industrial Infrastructure Development Corporation Act, 1980.

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(vi) The Corporation shall be competent to surrender to the State Government such part of the demised land either in whole or in part, as may be agreed upon between them.

(vii) The Corporation shall be competent to mortgage the demised land in full or in part for securing loans for developing the said land for providing therein infrastructure for small, medium and large industries.

(viii) The Corporation shall also abide by the terms and conditions prescribed in the sanction order in addition to those stipulated in this Deed.

5) It is hereby mutually agreed by and between the parties hereto as follows: -

(i) That if the said annual rent hereby reserved or any part thereof shall at any time be in arrear and remains unpaid for three calendar months after the same shall have become due (whether demanded or not or if the Corporation shall go into liquidation except for the purpose or reconstruction of (*illegible*), then and in any such case it shall be lawful for the State Government to re-enter into and upon the demised land or any part thereof in the name of the whole and to hold the same henceforth as if these presents had not been made, without prejudice to any right of action or

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remedy of the State Government in respect of any antecedent breach of any of the covenants by the Corporation hereinbefore contained.

(ii) That upon the breach or non-observance of any of the conditions of the deed herein granted, the State Government may declare that the agreement has been determined and Collector or any officer or person appointed on that behalf by the State Government shall be entitled to re-enter and take possession of the demised land and of the buildings and other structures erected thereon and the materials thereof, as well as the stores and stocks.

PROVIDED THAT HOWEVER before such re-entry the State Government shall give to the Corporation written notice of its intension so to do and the Corporation shall have the right to remedy the breach or non-observance complained of within three months from the date of such notice in which event the State Government shall not be entitled to re-enter and take possession.

PROVIDED FURTHER that in case the demised lands are so resumed the Corporation shall not be entitled to any compensation whatsoever for the demised land or the building and other structures erected thereon and the materials thereof, as well as the stores and

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stocks, but shall be at liberty to enter upon the demised land and to remove all such buildings and structures and the materials thereof as well as the stores and stocks within nine months from the date of the termination of the agreement failing which the Corporation shall cease to have any right to such buildings and structures and the materials thereof, as well as the stores and stocks.

(iii) That any demand for payment or notices required to be made or given to the Corporation shall be deemed to be sufficiently made or given if sent by the State Government through the post by registered letter to the Corporation at the Registered Office of the Corporation and that any notice required to be given to the State Government shall be deemed to be sufficiently given if sent by the Corporation through post by registered letter addressed to the State Government, Collector and that any demand or notice so sent shall be presumed to have been delivered in the usual course of the cost. That should the demised land or any part thereof be at any time required by the State Government for any purpose declared by that Government to be a public purpose, the State Government shall be entitled to resume the same on giving six months' notice in writing and on the expiry of the said period may through any officer or person authorised by Government in that

behalf, re-enter and take possession of the said demised land or part thereof and all buildings at structure thereon.

PROVIDED THAT unless surrendered by the Corporation, except for the breach of the covenants contained herein or except when the State Government requires it for a public purpose under no other circumstances whatsoever the State Government shall be entitled to resume possession of the demised land which has been developed by the Corporation and such other demised land on which infrastructure has been provided.

PROVIDED FURTHER that in the case of such re-entry, the Corporation shall be entitled to compensation for building or other structure erected by it on the demised land and the amount of such compensation shall be fixed by the Collector and shall not exceed the amount (if any) paid to the State Government for this land plus the percent market value of the buildings and other structures erected thereon.

PROVIDED ALWAYS THAT in the case of any dispute as to the amount of compensation fixed by the Collector, the Corporation

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shall be entitled to appeal to the Commissioner of the Division whose decision shall be final conclusive and binding on the parties.

IN WITNESS WHEREOF the parties have hereunder signed this deed on the dates mentioned below their respective signature.

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PROVIDED THAT unless surrendered by the Corporation, except for the breach of the covenants contained herein or except when the State Government requires it for a public purpose under no other circumstances whatsoever the State Government shall be entitled to resume possession of the demised land which has been developed by the Corporation and such other demised land on which infrastructure has been provided.

PROVIDED FURTHER that in the case of such re-entry, the Corporation shall be entitled to compensation for building or other structure erected by it on the demised land and the amount of such compensation shall be fixed by the Collector and shall not exceed the amount (if any) paid to the State Government for this land plus the present market value of the buildings and other structures erected thereon.

PROVIDED ALWAYS THAT in the case of any dispute as to the amount of compensation fixed by the Collector, the Corporation shall be entitled to appeal to the Commissioner of the Division whose decision shall be final, conclusive and binding on the parties.

IN WITNESS WHEREOF the parties have hereunder signed this Deed on the dates mentioned below their respective signature.

[Handwritten signature]
Collector
12/16/2011

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THE SCHEDULE OF PROPERTY ABOVE REFERRED TO.

Name of the Village, Tahasil & Dist.	Khata No.	Plot No.	Area.	Rent.
1.	2.	3.	4.	5.
<u>BRAHAMANITARANG</u> Tahasil-Panposh Dist. Sundargarh. P.S. - Kalunga.	109	70	Ac. 3.88	
		72(P)	1.20	
		72/1	0.25	
		72/2(P)	0.50	
		67	0.17	0.71
		Total	Ac. 6.54 6.54	
<u>KALKUDAR</u> Tahasil-Panposh Dist-Sundargarh P.S. - Kalunga.	40	319	0.62	
		364	0.33	
		174	0.08	
		88/1	0.22	
		198	0.30	
		200	0.68	
43	88	88	6.14	
		Total	Ac. 8.37	
<u>BELDINI</u> Tahasil-Panposh Dist-Sundargarh. P.S. - Kalunga.	67	646	1.15	
		484	0.14	
		642	0.17	
		615	0.28	
		504	1.36	
		487	2.24	
		505	11.15	
		494	2.52	
495	2.88			
Total	Ac. 21.89			

[Handwritten Signature]
Collector
Sundargarh

1.	2.	3.	4.	5.
<u>SANABRAHMANI - TARANGA.</u>				
	4	5	Ac.	31.68
<u>Tahasil-Panposh Dist-Sundargarh.</u>				
<u>Ps- Kalunga.</u>				
		2/1		19.30
		18/1		10.05
		22		29.10
		24		2.21
		28		3.60
		28/1		0.40
		29(P)		33.44
		31/1		0.32
		37		8.35
		35		8.11
		23		1.75
		30		1.10
		33		3.44
		36		0.41
<u>Total :</u>			<u>Ac.</u>	<u>153.26</u>

<u>JHARTARANG.</u>				
	128	1652	Ac.	2.47
<u>Tahasil-Panposh Dist-Sundargarh.</u>				
<u>Ps- Kalunga.</u>				
		11		1.95
		5		5.17
		373		4.36
		1621		1.10
		1619		0.73
		1620		1.28
		374		0.23
		375		1.15
		376		1.73
		1635		2.28
		444		0.48
		1430		0.80
		1622		1.05
		384		2.28
		388/1		1.54

[Signature]
Collector
TARANGA

= 12 =

1.	2.	3.	4.	5.
GOIMIANGA	67	698	Ac. 0.25	
		393	1.79	
		666	2.50	
		667	1.47	
		665	0.38	
		668	1.62	
		672	0.17	
		673	0.28	
		669	0.76	
		671	1.03	
		674	0.39	
		670	1.95	
		697	2.06	
		675	1.85	
		733	3.60	
		656	1.60	
		659	23.35	
		129	2.44	
		745	0.38	
		106	0.23	
	65	411	36.58	
		391	2.51	
		655	15.30	
		126	5.20	
		103/1	0.50	

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Handwritten signature and the word "SUNDHAR" at the bottom left.

= 12 =

1.	2.	3.	4.	5.
GOIBHANGA	67	750	Ac.1.67	
		471	6.00	
		706	0.29	
		426	0.20	
		722	1.15	
		473	0.67	
		475	0.72	
		420	0.14	
	65	654	19.65	
		417	38.33	
			<u>Total:Ac.207.95</u>	

GRAND TOTAL : AC. 433.89

IN THE PRESENCE OF WITNESSES:

1. Sunendranath - Talwar

*Assistant Secy
Land Dept*

2. Nandaramani Patil
Sr. Clerk, Rev. Section

IN THE PRESENCE OF WITNESSES:

1. Bhaskar Meena
G.H. Officer, Bhanuana

2. Radhan Chakraborty
Dy. Secy, P. Secy

For and on behalf of
the Governor of the
State of Orissa.

Shri. *[Signature]*
Collector, Sundargarh Dist.

[Signature]
MANAGING DIRECTOR
For and on behalf of
the Corporation.

Typed by
[Signature]
(C/M/07/17)



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NOTHING TO
Dated
Page No. 34
Page No. 120



ବନଶକ୍ତ ଅଧିକାରୀ ତଥା ବନ୍ୟପ୍ରାଣୀ ତତ୍ତ୍ୱାବଧାନକର୍ତ୍ତା କାର୍ଯ୍ୟାଳୟ, ରାଉରକେଲା
OFFICE OF THE DIVISIONAL FOREST OFFICER CUM WILDLIFE WARDEN
ROURKELA FOREST DIVISION, ROURKELA, SUNDARGARH, ODISHA
 Phone No. 0661-2664637, Fax No. 0661-2664638, e mail- dfo.rourkela@odisha.gov.in

To Letter No 3689 /4F(Misc.), Dt. 06.03.2025

M/s O.S.C. Steel Pvt. Ltd.
 MD- Sri Ram Pratap Kheria, ✓
 Plot No.-6, Cuttack Road,
 Bhubaneswar, Dist.- Khordha-751006

M/s Mankash Enterprises,
 Prop- Manju Pareek,
 At- 3C, 2nd Floor, Sahej Success, Near New Court
 Rourkela-769012, Dist.- Sundargarh.

Sub:- **Cancellation of allotment of Plot No.-82/2 and 82/1 total area of 6.36 acre to M/s O.S.C. Steel Pvt. Ltd and Mankosh Enterprises.**

Sir,

Apropos to the subject cited above, it has come to the attention of the undersigned through an allegation petition from Sri Patel Lakra, Member of the Gramya Committee, Vill- Kalokudar, PO- Beldihi, District- Sundargarh that IDCO Plot No. 82/2 and Revenue Plot No. 88 (P), Khata No. 40, measuring 4.300 acres, as well as Plot No. 82/1, Revenue Plot No. 88 (P), Khata No. 40, measuring 1.50 acres, are part of Gramya Jungle (Forest Land).

According to Sri Lakra's letter, over 500 grown up teak trees have been planted as part of the **JOINT MANAGEMENT PLAN** by the villagers of Kalokudar and the Forest Department of the Kuarmunda Range, which was signed on 27.05.1990 as per the project component Name-7. REFO-90-91 (copy enclosed).

Additionally, as per the RI, Kalunga report vide letter no.-166 dtd.28.06.2023, indicates that IDCO Plot no.-82/1 and 82/2 is in the record of Government and is a forest kism land.

In view of the above, you are directed to stop operation of construction work over the said forest land till further order.

Further, you are requested to submit a copy of the allotment letter issued in favour of your company by the IDCO Authority, if any, regarding allotment of the aforementioned revenue forest land and submit other relevant documents of the company establishment to this office within **7(Seven) days** unflinchingly.

Encl: As above.

Yours faithfully,



 Divisional Forest Officer
 Rourkela Division

P.T.O.


P/2
20

Memo No. 3690/4F, dt 06.03.2025
Copy forwarded to the Tahasildar, Lathikata for information and necessary

action.


Divisional Forest Officer
Rourkela Division

Memo No. 3691/4F, dt 06.03.2025
Copy forwarded to the Dy. Range Officer, Kuarmunda Range for information
and necessary action. He is instructed to ensure that the user agencies have stopped
operation of construction work of this industry over the Revenue Forest land.


Divisional Forest Officer
Rourkela Division.

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
EASTERN ZONE BENCH, KOLKATA

O.A 104 OF 2025

IN THE MATTER OF:

Pradeep Kumar Das

...APPLICANT

VERSUS

STATE OF ODISHA & ORS.

...RESPONDENTS

VAKALATNAMA

KNOW ALL to whom this present shall come that I, _____, S/o,
_____, working as

_____ and under the authority of all
petitioners as directed do hereby appoint:

VARUN MISHRA

(D/722/2021)

A-21, Basement Jaungpura Extension Delhi

+91-9953325221

(hereinafter called the advocate/s) to be my/our Advocate in the above noted case
authorised him: -

To act appear and plead in the above noted case in this court or in any other Court
in which the same may be tried or heard and also in the appellate Court including
national green tribunal subject to payment of fees separately for each court by
me/us.

To sign, file verify and present pleadings, appeals cross objections or petitions for
execution review, revision, withdrawal, compromise or other petitions or affidavits
or other documents as may be deemed necessary or proper for the prosecution of
the said case in all its stages

To file and take back documents to admit and/or deny the documents of opposite
party.

To withdraw or compromise the said case or submit to arbitration any differences
or disputes that may arise touching or in any manner relating to the said case.

To take execution proceedings.

To deposit, draw and receive money, cheques, cash and grant receipts hereof and to do all other acts and things which may be necessary to be done for the progress and in the course of the prosecution of the said case.

To appoint, and instruct any other Legal Practitioner, authorising him to exercise the power and authority hereby conferred upon the Advocate whenever he may think fit to do so and to sign the Power of Attorney on our behalf.

And I/we the undersigned do hereby agree to ratify and confirm all acts done by the Advocate or his substitute in the matter as my/our acts, as if done by me/us to all intents and purposes

And I/we undertake that I/we or my/our duly authorised agent would appear in the Court on all hearings and will inform the Advocate for appearance when the case is called.

And I/we undersigned do hereby agree not to hold the advocate or his substitute responsible for the result of the said case.

The adjournment costs whenever ordered by the Court shall be of the Advocate, which he shall receive and retain himself.

And I/we the undersigned do hereby agree that in the event of the whole or part of the fee agreed by me/us to be paid to the advocate remaining unpaid, he shall be entitled to withdraw from the prosecution of the said case until the same is paid up. The fee settled is only for the above case and above Court. I/we hereby agree that once the fee is paid. I/we will not be entitled for the refund of the same in any case whatsoever.

In witness whereof I/we do hereunto set my/our hand to these presents the contents of which have been understood by me/us on this _____.

Accepted subject to the terms of fees.

V. M. M. M.

ADVOCATE

CLIENT

M. Mahi Dhar V. M. M. M.
18/8/25

CLIENT
**Tehasildar
Lathikata**

25



Varun Mishra <varun@vmchambers.com>

Service of Counter-Affidavit in Original Application No. 104 of 2025: Pradeep Kumar Das & Others v. State of Odisha & Ors.

1 message

Varun Mishra <varun@vmchambers.com>
To: Sankar Pani <sankarprasadpani@gmail.com>

19 August 2025 at 18:58

Dear Sir,

PFA, the Counter-Affidavit on behalf of Respondent Nos. 1,3,4,9 respectively, in the above captioned matter on and by way of service upon you.

Please note that this will be treated as proof of service for the same.

Sincerely

Varun Mishra,
A-21 ,Basement,
Hakikat Rai Marg,
Jangpura Extension,
Delhi, 110014;
D-6, BJB Nagar,
Bhubaneshwar, 751014
Mob: +91 9953325221

 **Pradeep Das-Counter Final .pdf**
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