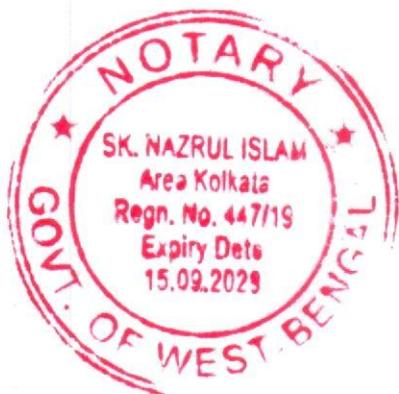


S.L. No. 38

Before the National Green Tribunal
Eastern Zone in Kolkata
O.A. No.49/2024/EZ



Ankur Sharma

... Applicant

-vs-

The State of West Bengal & Ors ... Respondents

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Filed by

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Advocate

For the Respondent No.11

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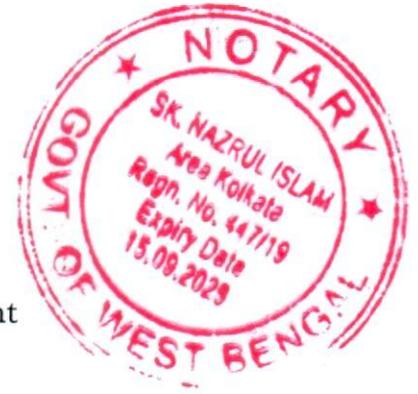
Before the National Green Tribunal
Eastern Zone in Kolkata
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Ankur Sharma

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Affidavit of Reply for and on behalf of the Respondent No.11 (CLC Tanners Association) to the Sur-Rejoinder of the Respondent No.10 (M.L. Dalmiya & Co. Ltd.) dated 23-07-2025 to the Rejoinder of the Respondent No.11 in I.A. 48 of 2024

I, MD. ZIA NAFIS son of Late Md. Nafis aged about 50 years by faith Muslim by occupation business and residing at 2B, Colonel Biswas Road, Kolkata-700019 P.S. Karaya, do hereby solemnly affirm and say as follows :-

1. I am the Joint Secretary of the CLC Tanners Association, the Respondent No.11 in the instant matter (hereinafter referred to as "Respondent Association"). I am duly authorized and empowered inter alia to represent the Respondent Association in the instant case and to sign and verify petition and any other papers and pleading connected thereto in the name and for and on behalf of the Respondent Association. As such I am competent and empowered to sign, verify and affirm the foregoing affidavit for and on behalf of the Answering Respondent.
2. I say that copy of a Sur-Rejoinder of the Respondent No.10 (M.L. Dalmiya & Co. Ltd.) verified by an affidavit affirmed on 23-07-2025 by Mr. Nitya Gopal Metiya purporting to be an Officer of the Respondent No.11 intended to be used against the Rejoinder of the Respondent Association filed against interlocutory application of the Respondent No.10 being I.A. 48 of 2024 in the instant matter, hereinafter referred to as the said "Sur-Rejoinder") was served to the Ld. Advocate for the Respondent Association through email on 24-07-2025. I have understood the contents, meaning and purport of the said Sur-Rejoinder.
3. At the very outset I repeat and reiterate each and every averment and submissions contained in the Respondent Association's Rejoinder of the Respondent

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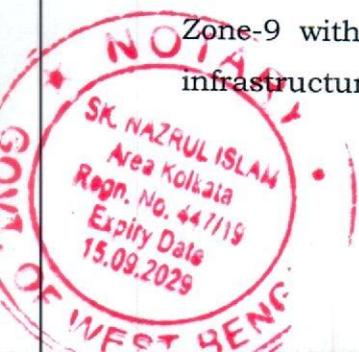
Association filed against interlocutory application of the Respondent No.10 being I.A. 48 of 2024 in the instant matter (hereinafter referred to as the "said Rejoinder") and deny and dispute each and every allegations and submissions contained in the said Sur-Rejoinder which are contrary to and inconsistent with the said Rejoinder save and except what are matters of records and what transpires and construed correctly from such records and save what have been specifically admitted herein.

4. With reference to paragraph 3 of the said Sur-Rejoinder I repeat and reiterate those contained in paragraphs 1-3 of the said rejoinder and deny and dispute allegations and contentions contrary thereto and inconsistent therewith.

5. With reference to paragraph 4 of the said Sur-Rejoinder I repeat and reiterate those contained in paragraphs 4 and the sub-paragraphs of the said rejoinder and deny and dispute allegations and contentions contrary thereto and inconsistent therewith. It is denied that any misleading and incorrect assertions have been made by the respondent association as alleged or at all.

6. With reference to paragraph 5 of the said Sur-Rejoinder I repeat and reiterate those contained in paragraphs 4 (i) and 4(ii) of the said rejoinder and deny and dispute allegations and contentions contrary thereto and inconsistent therewith save what are matters of record and what transpires and construed correctly there from. It is denied and disputed that the Respondent No.10 has no longer any role in respect to the onsite infrastructures located in the tannery zones at the leather complex as alleged or at all.

I say that under the Built-Operate-Transfer Agreement dated 7th June, 1997 between the Government of West and Respondent No.10 for development and construction of onsite infrastructures in Calcutta Leather Complex including Tannery Zone areas the Respondent No. 10 was and continues to be responsible and liable for developing defective onsite infrastructures such as pipeless brick/gravity based without sideguard Effluent Transportation System in place of the approved HDPE Pipe based Effluent Transportation System (ETS) in Tannery Zone 1-8 and left large area in Zone-9 without ETS despite knowing well that the ETS is a crucial and vital infrastructure for carrying toxic effluent discharged by tannery after preliminary



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treatment to the Common Effluent Treatment Plant for secondary treatment and final discharge into the designated Karaidanga Canal.

I further say that the tanners from the beginning since 2005 onwards had to suffer from the faulty ETS developed by the Respondent No.10 and all complaints against such faulty ETS had fell on the deaf ears due to hand-in-glove relation between the government department concerned and the Respondent No.10 because the Respondent No.10 undisputedly was and is highly influential entity.

7. With reference to paragraph 6 of the said Sur-Rejoinder I repeat and reiterate those contained in paragraphs 4(iii) of the said rejoinder and deny and dispute allegations and contentions contrary thereto and inconsistent therewith save what are matters of record and what transpires and construed correctly there from. It is reiterated that the Respondent No.10 has failed to discharge its responsibilities satisfactorily and properly and is also accountable and liable for contributing in causing pollution. I repeat and reiterate averments made in in the preceding paragraph 6 above and all contrary allegations are denied and disputed. I reiterate that the Respondent No.10 is necessary and proper party in the instant case. I say that faulty and defective Storm Water Drainage System and Effluent Transportation System developed by the Respondent No.10 and ill management and operation of lock-gates of the canals by the Respondent No.10 have polluted canals and Storm Water Drainage and defeated the purpose of rainwater harvesting in Canals to meet shortage of process water for tanneries. It is denied that the tanneries were and are discharging effluent into Storm Water Drains as alleged or at all.

I say that the defective and faulty ETS was and is responsible for the entry of the effluent into Storm Water Drain on the way, which runs parallel to ETS, while carrying effluent from the tannery units to the. Common Effluent Treatment Plants. It is reiterated that the Respondent No.10 is responsible for contributing in causing pollution caused due to faulty and defective ETS developed by them. I further say that the respondent No.10 cannot shift the accountability and liability of developing defective pipeless ETS in complete deviation from the approved DPR of CLC on the Respondent Association.





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8. With reference to paragraph 7 of the said Sur-Rejoinder I say that since the ETS was inherently defective and faulty for being pipeless added with disturbed gravity in various location due to consolidation of landfilled area. I say that the system was new and ETS ought to have carried smoothly effluent to the CETP but failed for the faults. Preliminary treatment was being carried out strictly in tannery unit and few stray incidents cannot and should be generalized to cover up faulty system. I say that Effluent Treatment System was always operational and functional and treated effluent generated by the tanneries to the satisfaction of the West Bengal Pollution Control Board. There was no complaints from any quarter against causing pollution by Tanneries in CLC and West Bengal Pollution Control Board had and have uninterruptedly renewed 'Consent to Operate' for CETP Modules but also to individual tannery units.

I say that in the meetings problems raised by the representatives of the Respondent Association were not inserted in the minutes of the meeting due to oppressive attitude towards tanners and favorable attitude towards the Respondent No.11.

I further say that the Respondent Association cannot and could not be held responsible for individual act and conduct of individual tannery units for which law of the land is equally liable. I say that the alleged spillage of untreated/half treated effluent into the storm water canals and in the adjoining CETP areas are due to the faulty and defective development of ETS by the Respondent No.10. I do not admit the allegations contained in the purported minutes of the meeting dated 15-02-2011 attributable to the Respondent Association which was motivated, premeditated and designed to cover up the faulty and incomplete development of ETS and components and to safeguard interest of the Respondent No.10 at the cost of the Respondent Association.

9. With reference to paragraph 8 of the said Sur-Rejoinder save what are matters of records and what appears and construes correctly therefrom I do not admit contrary to and inconsistent with the records. I say that in gross deviation from and while acting against the spirit of and in gross breach of the terms of the Built-Operate-Transfer Agreement dated 7th June, 1997 entered into with the Respondent No.10 in respect of development, operation and transfer of the 1100 acres of Calcutta

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Leather Complex land and onsite infrastructures thereon, the Government of West Bengal had unjustly absolved the Respondent No.10 from the contractual obligation of running and maintaining the infrastructures like roads, street lights, water distribution system etc., described in the paragraph under reference and unreasonably relieved the Respondent No.10 from incurring cost of such maintenance and operation which amounts to unlawful according of huge unjust and unreasonable financial favour to the Respondent No.10 at the cost of the relocating tanneries.

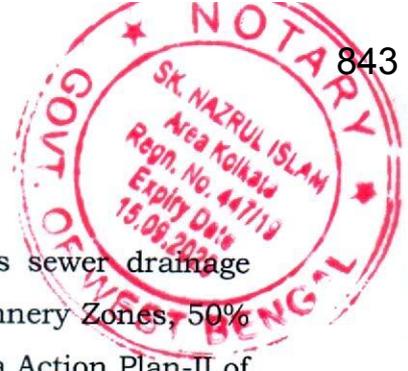
10. With reference to paragraph 9 of the said Sur-Rejoinder I say complaint dated 30-11-2007 was of one unit viz., Titan Leather Pvt. Ltd., against its adjoining few units which cannot be generalized. I say that wrongful act of few individuals cannot be justification for the defective and faulty Effluent Transportation System (ETS) developed by the Respondent No.10 which had resulted in pilferage of effluent tin Storm Water Drainage which runs parallel to ETS.

11. With reference to paragraph 10-13 of the said Sur-Rejoinder I repeat and reiterate those contained in paragraphs 4(iv) of the said rejoinder and deny and dispute allegations and contentions contrary thereto and inconsistent therewith save what are matters of record and what transpires and construed correctly there from. I reiterate that Kolkata Leather Complex Police Station Case was duly registered against the Directors of the Respondent No.10 on the complaint of the Respondent Association immediately after detection that no HDPE pipe or any other pipes were laid down in Effluent Transportation System (ETS) inter alia for commission of criminal breach of trust for developing pipeless Effluent Transportation System and its components for carrying toxic effluent to Common Effluent Treatment Plant despite charging estimated cost of Rs.15.67 Crores. All contrary allegations are denied and disputed.

I say that as evident from the report of the Kolkata Metropolitan Development Authority only 1400 meters of HDPE Pipe was laid down from CETP up to the discharging point. I say that there was serious allegation of duplication of components of ETS pointed out by the Government of India while approving estimated cost of ETS and its component network. I further say that the Respondent No.10 charged land price ascertained and fixed on the basis of the total estimated



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cost of entire Calcutta Leather Complex project which includes sewer drainage system but such drainage system was substituted by ETS for Tannery Zones, 50% cost whereof was funded by the Government of India under Ganga Action Plan-II of the Government of India and 50 % by the State Government reimbursable by the tanneries.

I deny and dispute that the ETS was constructed strictly in accordance with the approved Detailed Project Report (DPR). I say that the responsibility for construction of ETS and its components were entrusted on the Respondent No.10 by the Government of West Bengal under BOT Agreement dated 07-06-1997. It is denied that the role of the respondent No.10 was restricted to that of a contractor as alleged or at all.

12. With reference to paragraph 14-15 of the said Sur-Rejoinder I say that sewer line and Effluent Transporting line are two complete and separate infrastructures. I reiterate that pipeless and brick based without side guard drainage system was developed for transporting effluent from work area to the Common Effluent Treatment Plants with the use of gravity and pumping system which was and is contrary to and in gross deviation from the approved DPR of CLC Project. It appears from the report being Annexure C that only 1400 HDPE Pipe of 400 mm dia was laid down as Effluent Discharge Line up to the discharging point and rest were pipeless drains and evidently there was no pipe-based drainage system for effluent transportation. That being the basic reason, presently pipe laid ETS is being developed in Tannery Zones of CLC by the Kolkata Metropolitan Authority under Mega Leather Cluster Project. It is evident from the report that pipe based ETS was never developed and erected in the entire land where tanneries were located. All contrary allegations are denied and disputed.

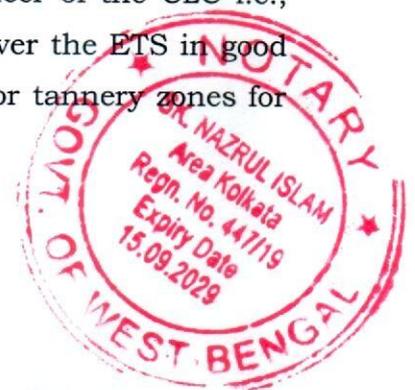
13. With reference to paragraph 16-17 of the said Sur-Rejoinder I say that report of the Comptroller Auditor General of India (CAG) in its Report for the Period 2010-2011 recorded completion of Effluent Transportation System (ETS) after inspecting surface of the earth at view points and not conducting inspection underneath the earth and therefore no observation or finding was recorded as to whether ETS was HDPE Pipe based or Pipeless Brick Based System. I say that overall observations in CAG reports were concerning failure to complete infrastructures like Solid Waste

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Disposal System, Modules 5-6 of CETP etc., and its alleged negative impact on managing environmental issues in CLC. I say that 14 years have lapsed since CAG report was published and situation has been drastically improved in respect to operation and maintenance of CETP and its components. I say that observation in the Report that sludge was stored at the area earmarked for CETP Modules 5-6 was incorrect in as much as identifier of the such location is not disclosed. Perhaps it was simply pointing of finger to the area other than the area earmarked for 5th & 6th Modules of CETP where sludge was being stored for transportation to Haldia through RAMKY for safe disposal since Solid Waste Disposal System was not provided by the State Government. It is denied and disputed that the entire work of the ETS was carried out as per the approved design and under strict supervision of the KMDA as alleged or at.

I say that CAG Report also observed that except few tanneries all tanneries were discharging effluent into the ETS. I further say that every tannery unit has preliminary treatment plant and separation of chrome system. Discharge of effluent into ETS was and is being done only after preliminary treatment. I say that technical and qualified personals were engaged to operate CETP and for such reason Modules I-IV of CETP operated and treated effluent successfully to the satisfaction of the West Bengal Pollution Control Board, who used to collect random sample of treated effluent for monthly analysis and test report from their own laboratory and accorded renewal of Consent to Operate the CETP Modules I-IV uninterruptedly until 2021 valid till 2026.

14. With reference to paragraph 18-19 of the said Sur-Rejoinder I do not admit which are contrary to and inconsistent with the matters of record. The ETS was handed over on 'as is where is and what is basis' and without conducting trial thereof by the Government of West Bengal and in the absence of the issuance of the completion certificate and certificate of utilization of fund of ETS. I say that the Respondent Association had no option in the interest of relocating tanneries for their livelihood rather than to believe and rely upon the Nodal Officer of the CLC i.e., Director of Industries, Government of West Bengal and took over the ETS in good faith believing and effective pipe based ETS was constructed for tannery zones for carrying effluent from tannery to the Effluent Treatment Plants.



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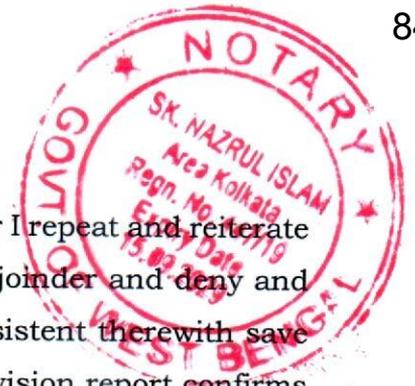
15. With reference to paragraph 20 of the said Sur-Rejoinder I deny and dispute that it has been wrongfully stated in the rejoinder that the ETS system was pipe-less. I say that the allegations contained in the letter of the Director of Industries dated 09-03-2006 was baseless, incorrect and motivated to malign the Respondent Association in as much as ETS was pipeless and defective on several points which could not carry effluent smoothly due to disturbance of underneath gravity. I deny and dispute that there could be discharge of peace of hides and other non-soluble wastes into the ETS as alleged or at all. In every tannery unit there was screening at the discharge point of the tannery after preliminary treatment plant as such question of discharging such hides and other non-soluble wastes into the ETS did not and could not arise at all. The Allegation was motivated to divert responsibility to tanneries and to shield the Respondent No.10 for developing faulty and defective ETS.

16. With reference to paragraph 21 of the said Sur-Rejoinder I repeat and reiterate those contained in paragraph 4(v) of the said rejoinder and deny and dispute allegations contrary thereto and inconsistent therewith save what are matters of record. I say that the impugned order passed by the Learned Judicial Magistrate Baruipur, South 24-Parganas purporting to accept the Final Report No.5/2023 dated 23-03-2023 and close the Police Case No.90/2015 dated 15-04-2015 was set aside by the order of the Hon'ble High Court passed on contest on 02-01-2024 in CRR No.2522 of 2023. The objection (Naraji petition) of the Respondent Association against the purported Final Report is pending adjudication. I deny and dispute that the said police case is motivated and is seeking to cover up their own wrong doings as alleged or at all. I reiterate huge money has been fraudulently siphoned away by the Respondent No.10 by not laying down HDPE Pipe or any pipe while developing Effluent Transportation System (ETS) in tannery zones for carrying effluent from work area to the Effluent Treatment Plant System and fraudulently duplicated brick-based sewage drainage system with that of ETS.

17. With reference to paragraph 22 of the said Sur-Rejoinder I repeat and reiterate each and every statement made in paragraph 4(vi) of the said rejoinder and deny and dispute each and every allegation contrary thereto and inconsistent therewith save what are matters of record



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18. With reference to paragraph 23 of the said Sur-Rejoinder I repeat and reiterate each and every statement made in paragraph 5 of the said rejoinder and deny and dispute each and every allegation contrary thereto and inconsistent therewith save what are matters of record. I say that even the report of supervision report confirms that only basic onsite infrastructure essential to set up tanneries out of 19 items of infrastructures required to be developed by the Respondent No.10 as per approved DPR of CLC Project as recorded in the order of the Hon'ble Supreme Court passed in PIL 3727 of 1985 (MC Mehta -vs- Union of India & Ors Re: Relocation of Calcutta Tanneries). I say that until now public utility infrastructures etc., are not developed. I say that KMDA had always acted and reported in a partition manner favouring the Respondent No.10.

19. With reference to paragraph 24 of the said Sur-Rejoinder I repeat and reiterate each and every statement made in paragraph 6 of the said rejoinder and deny and dispute each and every allegation contrary thereto and inconsistent therewith save what are matters of record. I reiterate that 5th & 6th Modules of CETP which were to be constructed in 2005 by the Respondent No.10 as per the undertaking recorded in the Final Order dated 05-09-2003 of the Hon'ble Supreme Court only constructed in 2023 by the Government of West Bengal. I deny and dispute that there was any malafide act on the part of the respondent association and its members of dumping sludge in the area where CETP Modules 5th & 6th were to be constructed as alleged or at all.

20. With reference to paragraph 25 of the said Sur-Rejoinder I repeat and reiterate each and every statement made in paragraph 7 of the said rejoinder and deny and dispute each and every allegation contrary thereto and inconsistent therewith save what are matters of record. To avoid repetition, I reiterate those stated in paragraph 18 herein above and deny all contrary allegations thereto and inconsistent therewith. I say that that 21st Status Report and 22nd Report was submitted before the Hon'ble Supreme Court inter alia on the progress made in the process of the relocation of tanneries and completion of the basic infrastructures required for setting up tanneries to facilitate such relocation pending construction and completion of remaining infrastructures including Common Effluent Treatment Plants, ETS etc. I say that once the Hon'ble Supreme Court closed monitoring by final order dated 05-09-2003, construction of remain onsite infrastructures and other residual

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developmental work was stopped which can be well illustrated that CETP Modules 5th & 6th only are constructed only in 2023.

21. With reference to paragraph 26 of the said Sur-Rejoinder I repeat and reiterate each and every statement made in paragraph 8 of the said rejoinder and deny and dispute each and every allegation contrary thereto and inconsistent therewith save what are matters of record. I further repeat and reiterate what have been stated in the said rejoinder while dealing paragraphs 4, 5 and 6 of the application of the Respondent No.10 seeking expunge of its name as Respondent in the instant matter.
22. With reference to paragraph 27 of the said Sur-Rejoinder I repeat and reiterate each and every statement made in paragraph 9 of the said rejoinder.
23. With reference to paragraph 28 of the said Sur-Rejoinder I repeat and reiterate each and every statement made in paragraphs 10 and 11 of the said rejoinder and deny and dispute each and every allegation contrary thereto and inconsistent therewith save what are matters of record. To avoid repetition I further repeat and reiterate what have been stated in the said rejoinder while dealing paragraphs 7 and 8 of the application of the Respondent No.10 seeking expunge of its name as Respondent in the instant matter. I repeat and reiterate that the Respondent No.10 is necessary and proper party in the present proceedings and name of the respondent should not be deleted or struck out.
24. With reference to paragraph 29 of the said Sur-Rejoinder I repeat and reiterate each and every statement made in paragraph 12 of the said rejoinder and deny and dispute each and every allegation contrary thereto and inconsistent therewith save what are matters of record. To avoid repetition, I further repeat and reiterate what have been stated in the said rejoinder while dealing paragraph 9 of the application of the Respondent No.10 seeking expunge of its name as Respondent in the instant matter. I deny and dispute that ETS was constructed by the Respondent No.10 strictly in accordance with the Detailed Project Report (DPR) as alleged or at all.
25. With reference to paragraph 30 of the said Sur-Rejoinder I repeat and reiterate each and every statement made in paragraph 13 of the said rejoinder and deny and

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dispute each and every allegation contrary thereto and inconsistent therewith save what are matters of record. To avoid repetition I further repeat and reiterate what have been stated in the said rejoinder while dealing paragraph 10 and 11 of the application of the Respondent No.10 seeking expunge of its name as Respondent in the instant matter. I repeat and reiterate that the Respondent No.10 is necessary and proper party in the present proceedings and name of the respondent should not be deleted or struck out.

26. With reference to paragraph 31 of the said Sur-Rejoinder I repeat and reiterate each and every statement made in paragraph 14 - 17 of the said rejoinder and deny and dispute each and every allegation contrary thereto and inconsistent therewith save what are matters of record. To avoid repetition, I further repeat and reiterate what have been stated in the said rejoinder while dealing paragraph 12 to 15 of the application of the Respondent No.10 seeking expunge of its name as Respondent in the instant matter. I repeat and reiterate that the said application is liable to be dismissed in limine with exemplary cost.

27. That the statements contained in paragraphs 1, 2, 3, 6 to 19 and sub paragraphs in the instant affidavit are true to my knowledge which also includes information derived from the records, which I verily believe to be true and the rest are my humble submissions before this Hon'ble Tribunal.

Prepared in my office and
Identified by me

Advocate
WB/274/1987

Md. Zia Nafi
DEPONENT



Notarially Examined and
Declared before me on the
Identification of the Advocate

Notary
SK. Nazrul Islam
Notary, Govt. of W.B.
Govt. No. 447/19
City Civil Court, Calcutt

22 SEP 2025

Before the Hon'ble Green Tribunal
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Affidavit-in-Reply of the
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Sur-Rejoinder of Respondent No.10
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22 SEP 2025

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