

**BEFORE THE NATIONAL GREEN TRIBUNAL
EASTERN ZONE BENCH, KOLKATA**

O.A NO. 190 OF 2025/EZ

ABADHUT KHARSEL & ORS. ...APPLICANTS

VS.

STATE OF ODISHA & ORS. ...RESPONDENTS

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DATE: 18.04.2026

BY THE APPLICANTS

PLACE: KOLKATA

DP (A.V.)
**SAGARIKA SAHOO
ADVOCATE, 0-365/2014
Phn: 9439373290**

E.mail:- chamberofsagarikasahoo@gmail.com

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BEFORE THE NATIONAL GREEN TRIBUNAL
EASTERN ZONE BENCH, KOLKATA

O.A NO.190 of 2025/EZ

(THROUGH PHYSICAL HEARING WITH
HYBRID MODE)

ABADHUT KHARSEL & Ors ...APPLICANTS

VS

STATE OF ODISHA & ORS. ...RESPONDENTS

REJOINDER TO THE REPLY AFFIDAVIT ON
BEHALF OF RESPONDENT NO.7 IN O.A NO.
190/2025/EZ

I, Chakrabarti Kharsel, aged 54 years, s/o- Abadhut Kharsel, At- Jamera, P.O- IB, via- Brajarajnagar, Dist- Jharsuguda- 768216, Odisha do hereby on solemnly affirmation state as under:-

1. That, I am the Applicant no.5 in the above Original Application and I am swearing this Rejoinder affidavit on behalf of all the Applicants. I am well conversant with the facts and details of the same.
2. That I have carefully perused the Counter Affidavit filed on behalf of M/S Orissa Metaliks Private limited (hereinafter Respondent no 7) and, by way of this Rejoinder Affidavit, I seek to traverse the incorrect, evasive and misleading

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ATI OF Abadhut Kharsel

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DP

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DEBENDRA PRASAD RAY
NOTARY, CUTTACK, ODISHA
REGN. No.ON-107/2009

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averments contained therein and to place before this Hon'ble Tribunal the correct factual and legal position.

- 3. That save and except what is expressly admitted herein, all statements, submissions, explanations and denials in the reply Affidavit of the Respondent No.7 are specifically and unequivocally denied as false, self-serving and contrary to the factual matrix emerging from the material placed on record by the Applicant.

REPLY TO THE AVERMENTS MADE IN PARAGRAPH 3:

- 1. That, the Respondent no.7 has relied on the fact that heavy to extreme rainfall was experienced in the first week of the July 2025 the south west boundary of the plant premises collapsed leading to accidental spillage of runoff water mixed with fly ash onto some adjacent agricultural land. It is pertinent to state here that as per page 49 of the counter affidavit the metrological report itself shows that heavy to extremely heavy rainfall was recorded in the regions of Jharsuguda and Sundargarh.
- 2. That, it is a fact that the western region of Odisha is prone to receiving heavy rainfall during the monsoon season. The Respondent No.7 has been operating its thermal power plant prior to the year

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2008, and it was well acquainted with the prevailing climatic conditions of the area. Despite having such knowledge, the Opp. Party No.7 failed to take adequate precautionary measures, even severe rainfall was predicted and foreseeable as per the report. The Opp. Party having stored the fly ash without precautions was aware that severe rainfall could result in damage to the boundary wall of the company, which could lead to fly ash spillage, endangering land and lives.

Chankarban barhi Khansel

- 3. That, the Respondent No.7 cannot take plea of heavy rainfall and is absolutely liable for any damage caused due to spillage of fly ash stored within its premises. moreover, the breach of the boundary wall of the plant premises raises concern about lack of preventive safeguard and structural inadequacy on the part of the Respondent.

Shilpa Ghosh

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REPLY TO THE AVERMENTS MADE IN PARA 4 AND 5:

- 4. That, the Respondent No.7 had made representation vide letter dtd, 09.07.2025 to the SPCB,- following the incident It is humbly submitted here that the spillage of fly ash from the plant premises had started taking place much before the actual date of incident. The applicant and other villagers vide letter dtd 17.06.2025 (Annexure-9 of Original Application) had already made a representation to the Ld. Collector

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Jharsuguda, informing that the Respondent No.7 was releasing contaminated water into the public drain as a result of which 100 to 150 acres of agricultural land had been affected by ash dam water, making it impossible to cultivate and also difficult to reside within a radius of 2km. But no action was taken by the authorities. Had the Respondent no.7 been diligent and cautious, the fly ash leak and spillage could have been prevented.

- 5. That, further is submitted that the discharge of the fly ash and contaminated water had already been taking place prior to the heavy rainfall in the month of July. The Respondent being fully aware of the issue cannot now take the plea that the incident occurred solely due to heavy rainfall so as to evade its liabilities.

REPLY TO THE AVERMENTS MADE IN PARA 6:

- 6. That, the enquiry report dtd. 30.07.2025, confirmed that due to continuous and heavy rainfall approximately 100 meters of the plant boundary wall was damaged leading to flow of the ash contaminated water into adjacent agricultural fields. It is pertinent to mention here that the damaged boundary wall itself reflects gross negligence and lack of proper maintenance on the part of the Respondent No.7. A boundary wall of

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an industries involved in handling hazardous substances like fly ash is expected to be constructed and maintained with adequate strength and safeguard to withstand the monsoon condition. Though the report recommended removal of ash from the agricultural land and restore its originality and also to provide compensation to the affected villagers till date the Respondent No.7 has not taken any steps to remove the fly ash and restore the land. The Respondent no.7 has also not made any interim compensation to the Applicants. As a result of this the Applicants have not been able to utilize their agricultural land last year and till date the land is lying un-utilised due to fly ash spillage and contamination.

7. That, it is pertinent to mention that the Respondent No.7 is bound and liable under the "Polluter Pay Principle" coined by the Hon'ble Apex court in the case of *Indian Council for Enviro-Legal Action vs Union of India, (1996)*, the Courthas categorically held that "Once the activity carried on is hazardous or inherently dangerous, the person carrying on such activity is liable to make good the loss caused to any other person by his activity irrespective of the fact whether he took reasonable care while carrying on his activity. The rule is premised upon the very nature of the

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activity carried on." Consequently, the polluting industries are "absolutely liable to compensate for the harm caused by them to villagers in the affected area, to the soil and to the underground water and hence, they are bound to take all necessary measures to remove sludge and other pollutants lying in the affected areas".

Charan Kumar Barathi
Khanseel

8. That, the "polluter pays" principle as interpreted by the Court means that the absolute liability for harm to the environment extends not only to compensate the victims of pollution but also the cost of restoring the environmental degradation. Remediation of the damaged environment is part of the process of "Sustainable Development" and as such polluter is liable to pay the cost to the individual sufferers as well as the cost of reversing the damaged ecology. Hence the Respondent No.7 is liable to compensate the Applicants and also restitute and restore their land to it's original state.

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REPLY TO THE AVERMENTS MADE IN PARA 7:

9. That, the Applicant hereby denies the disbursement of compensation as alleged by the Respondent no.7 as till date the Respondent has not taken any steps to restore the land or pay any compensation. Even after lapse of 9 months from the date of incident, the agricultural lands of the

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Applicants are covered with fly ash and has completely contaminated the soil. Due to this, the Applicants who are poor tribal farmers could not do any crop cultivation the previous year and neither they are able to cultivate the land this year due to the fly ash contamination.

✓ Chenkner banti
✓ Kharsol

True colored photographs of the agricultural lands of the Applicants as on 26.03.2026 is annexed herewith and marked as ANNEXURE- 19.

10. That, the list of affected farmers at Annexure-R7/6, rather shows the damage caused to many families by the fly ash spillage and reflects that not only the Applicant's land got affected, but it shows other several farmers who have suffered the damages due to the gross negligence and lack of safeguard on the part of the Respondent no.7 while handling fly ash in its industry.

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11. That, the Respondent has failed to exercise due diligence as required under law. It is humbly submitted that industries dealing with hazardous substances owes responsibility towards the public as well as the environment. The lack of adequate precaution, and mismanagement of hazardous substance has resulted in severe contamination of

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NOTARY, CUTTACK, ODISHA
REGN. No.ON-107/2009

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agricultural land and the farmers are unable to cultivate as the soil quality has degraded.

12. That, the Respondent further mentioned that "without prejudice to its rights and contentions and purely on its own volition as a measure of goodwill, the company has already disbursed compensation to some of the affected landowners and farmers". It is submitted that the damages has been caused due to the gross negligence, lack of adequate infrastructure safeguard and failure to comply with the fly ash utilization norms, which has resulted in severe damage to the agricultural land thereby by affecting the village water stream. It is further submitted that first of all no compensation was paid by the Respondent, secondly in such circumstances the compensation cannot be termed as an act of "Goodwill". Rather a legal obligation is arising from the Respondent's liability for environmental damage. The Respondent is not only liable to compensate the affected farmers including the Applicant but also undertake to restore of the damaged land and river stream.

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REPLY TO THE AVERMENTS MADE IN PARA 8&9:

13. That, the SPCB issued certain directions vide letter dated 29.10.2025, immediately subsequent to the filing of O.A. No. 190 of 2025 by the



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Appellant. The company, vide letter dated 04.11.2025, has claimed to have complied with the said directions. But till date no action has been taken to either compensate or restore the land of the Applicants. Infact the Respondent no.7 has admitted that it has not yet taken any steps to reclaim the land. Hence the averments taken by the Respondent are liable to be rejected.

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REPLY TO THE AVERMENT MADE IN PARA

10:

14. That, the Respondent itself admitted that all the damages have been caused due the breach of the south west boundary wall which clearly establishes the primary deficiency on their part. Further the Respondent have also stated that to avoid any such recurrence they have reconstructed it. It is pertinent to mention herein that such action has been taken by the company only after substantial damages were caused. The Respondent was well aware of the heavy monsoon conditions in the western region of Odisha and had a clear duty to take proper preventive measures in advance. The failure to do so reflects gross negligence and lack of due diligence on the part of the Respondent no.7.

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REPLY TO THE AVERMENTS MADE IN
PARA 11:

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15. That, it is pertinent to mention herein that averments made by the Respondent is completely misleading. They have stated that fly ash generated is being utilized for brick manufacturing with a capacity of 1,20,000 bricks/blocks per day inside the plant premises. Infact had the fly ash been actually been used to generate bricks and blocks, the Respondent would not have kept the surplus fly ash near the boundary wall. Hence this shows that all these are bald averments and the Respondent had indeed no completely utilized the fly ash, as per the condition of E.C.

✓ ehan kumar borhi
Khanseel

16. That, it is important to submit here that as per the clause (b) of para 11 of the Counter affidavit that the "Respondent has established a cement manufacturing unit, having obtained the necessary environmental clearance and consent to establish." It may be noted that the said cement factory was not in existence at the time of the incident and is evident from the letter dtd. 09.07.2025 issued by the Respondent to the SPCB, at Annexure-R/7/4 to the counter affidavit. Further, the Respondent has applied CTO for the said cement manufacturing unit on 26.11.2026, only and the said application is still pending. This reflects an afterthought of the Respondent only to escape the liability. Such conduct of the Respondent also furthers the Applicant's case that

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on date of the incident, the fly ash was not completely utilized, resulting in violation of terms and conditions of E.C issued to the Respondent no. 7.

17. That, it is respectfully submitted here that such conduct on the part of the Respondent is only to mislead the court and it shows that they have not utilized 100% fly ash. The fly ash was continuously being dumped on the temporary site within the premises but the same was not completely utilized. The list of affected farmers itself is the evidence which reflects that the quantity of fly ash stored on a temporary basis was not small in quantity rather it has been dumped over time without being utilized.

18. That, it is further submitted that the Respondent have annexed the fly ash consumption register maintained by the brick manufacturing plant for the period of July 2025 to 26th January 2026 at Annexure-R/12. It is pertinent to note that the register produced in only for the particular period of July 2025 January 2026, by which indicates that the Respondent has not disclosed the record prior to July 2025, this shows malicious intention of the Respondent to suppress the relevant record prior to July 2025 while the damage had already occurred prior to July.

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NOTARY, CUTTACK, ODISHA
REGN. No.ON-107/2009



an ash pond but from the designated storage area”, it is pertinent to state that this admission itself establishes that the fly ash was being stored in an unauthorized and unregulated manner, in clear violation of the applicable statutory framework, thereby demonstrating gross negligence and lack of adherence to environmental safeguards.

Chankar barth
Kharsey

21. That, it is pertinent to mention here that the plea of “Act of God” taken by the Respondent No.7 is wholly misconceived, untenable, and is nothing but a desperate attempt to evade liability. Heavy rainfall during the monsoon season is neither extraordinary nor unforeseeable in the western region of Odisha. The Respondent, having operated in the area for years, was fully aware of such conditions and cannot now seek shelter under a false and convenient defence.

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22. That, it is a settled position of law that the defence of “Act of God” is available only in cases of completely unforeseen and unavoidable natural events, and not where human negligence has contributed to the damage. In the present case, the Respondent failed to properly maintain its structures and safely handle hazardous materials, and therefore cannot rely on this defence. The facts on record clearly demonstrate that the damage had already been occurring prior to the alleged rainfall event, and therefore the

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Respondent cannot falsely attribute the entire incident to natural causes.

23. That, the conduct of the Respondent also squarely attracts the **Precautionary Principle**, as recognized by the Hon'ble Supreme Court in *Vellore Citizens Welfare Forum vs. Union of India*, wherein it has been held that where there are threats of serious environmental damage, lack of scientific certainty shall not be used as a reason for postponing measures to prevent environmental degradation. In the present case, the Respondent failed to take preventive steps despite being fully aware of the risks associated with storage and handling of fly ash, thereby contributing to irreversible damage to agricultural land, water bodies and livelihood of the villagers.

24. That, it is further submitted that the Respondent is solely responsible for the environmental damage caused due to its gross negligence, lack of due diligence, and failure to follow statutory safeguards. The Respondent is not only liable to compensate the affected farmers but is also liable to bear the cost of restoring the environmental damage caused.

REPLY TO THE AVERMENTS MADE IN PARA 12 TO 18:

25. That, it is pertinent to mention here that from 09.07.2025 till now no steps has been take to restore the agricultural land of the Applicant. It is important to bring on record that as per the

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Annexure-R/17 Pg- 116 of the Counter affidavit that clearly demonstrate ash compensation payment details, it is evident from the record itself that the name of the Applicant's doesn't find place in the said list, clearly indicating that no compensation has been made to the Applicant.

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K. K. Kharsel

26. That, at the cost of repetition, the Applicants humbly submit that the plea of "Act of God" taken by Respondent No. 7 is nothing but an attempt to mislead this Hon'ble Tribunal and evade liability. It is evident from the presence of substantial legacy fly ash within the premises that 100% utilization has not been carried out by the Respondent.

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27. That, the Hon'ble Tribunal constituted a joint committee comprising of representatives of Regional Office, MoEF&CC, Central Pollution Control Board, Odisha state pollution control Board and District Magistrate Jharsuguda and directed the Committee to undertake visits to the site, look into the grievances, verify the factual position and suggest appropriate remedial action.

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28. That the joint committee carried out the inspection on 15.12.02025. During inspection, the joint committee has visited the affected site, it is ascertained that the Applicants were affected due to the breach of Fly ash mound located in the premises of Respondent no.7. From the bare

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reading of the committee report it is evident that there is lapse and gross negligence on the part Respondent no.7 in maintaining the fly ash mound and ensuring adequate safety measures.

Charan Kumar Barik
Khanrao

29. That as per the joint committee report the following things have been ruled out that necessary compensation for the damage caused to the agricultural land due to the breach of solid waste mixed with fly ash shall be paid to the applicant at the earliest by the project proponent, as per the assessment made by the district Administration and in accordance with prevailing rules and guidelines.

30. That, further it was stated that the affected land of the Applicant shall be restored by the M/s OMPL to its original condition for agricultural use in the subsequent period with the help of the District Administration. It is pertinent to state that as per the Committee report there is another fly ash mound located inside the premises was also visited by the Joint Committee. It was observed that there was legacy fly ash stored. The legacy fly ash refers to the massive, accumulated stockpiles of unutilized fly ash stored in ponds, lagoons, or open fields by coal-fired power plants over many years. It is "old" waste that violates modern 100% utilization targets, creating environmental hazards like dust pollution and requiring urgent disposal,

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often through mining reclamation or construction uses.

31. That, the Committee was of the opinion the Respondent no.7 should install a wind barrier to prevent further dispersion of the fly ash. It is pertinent to mention that the Respondent no.7 has not utilized 100% fly ash which is clearly evident from the existence of substantial legacy fly ash at the site. The continuous accumulation of such fly ash over time establishes that the Respondent no 7 has been routinely dumping the same instead of ensuring its proper utilization in accordance with statutory mandates.

32. That the boundary wall of the industry was found to be poorly constructed, and due to lack of adequate safeguards, the Joint Committee recommended that the same be properly strengthened with solid stone pitching and concrete reinforcement so as to prevent any further incidents. Hence the Respondent no. 7 cannot escape its liability under law to compensate the applicants.

33. That, it is pertinent to submit that the agricultural lands of the Applicants are still covered with thick deposits of fly ash, as a result of which the Applicants are unable to carry out cultivation activities, thereby causing irreparable damages. Therefore, Respondent No. 7 is not only liable to

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compensate the Applicants for the losses suffered but is also under a legal obligation to ensure removal of fly ash, restoration of soil quality, in accordance with the settled principle of Environmental law.

Chankrabarti Kharsel

34. That in view of the aforesaid facts and circumstances, it is most respectfully submitted that Respondent No. 7 is liable for payment of environmental compensation on account of the damage caused due to its negligent acts, and is further liable to undertake complete restoration and remediation of the affected lands.

LT1 of medini Kharsel

35. That, the statements made in para 1 to 34 are true and correct to my knowledge and belief.

Shri G. S. Ghosh

36. That, I have not suppressed any material fact and have filed this application in good faith for the protection of environment and public interest and the present matter falls within the jurisdiction of this Hon'ble Tribunal.

LT1

Chankrabarti Kharsel

DEPONENT

Identified by

S. S. Saha

ADVOCATE



LT1 of Abadhut Kharsel

G. S. Ghosh

Certified that the above named Deponent(s) being identified by... Advocate solemnly affirms and states before me that the contents of this affidavit are all true to the best of their/his/her knowledge

18.4.2016 DEBENDRA PRASAD RAY NOTARY, CUTTACK

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- 19 -

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

Original Application No. 190/2025/EZ

IN THE MATTER OF:

Abadhut Kharsel & ors.

---- Applicant

-vs-

State of Odisha & ors.

---- Respondents



AFFIDAVIT

I, Abadhut Kharsel, aged 94 years, s/o- Parameswar Kharsel, At- Jamera, P.O- IB, via- Brajarajnagar, Dist- Jharsuguda- 768216, Odisha, do hereby solemnly affirm and state as follow:

1. That, I am the Applicant no. 1 in the above named original application and I am fully conversant with the facts and circumstances of the case.
2. That, I have read and understood the contents of the accompanying Rejoinder- Affidavit supported by Annexures, are true and correct to my personal knowledge and belief.
3. That, I have not suppressed any material fact and have filed this Rejoinder application in good faith.



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DEPONENT

Identified by
[Signature]
Advocate

VERIFICATION

Verified on this the 18th day of April 2026, at Cuttack, that the contents of the above affidavit are true and correct. No part of it is false and nothing material has been concealed there from.

Identified by
[Signature]
ADVOCATE



LT1 06 Abadhut Khause

VERIFICANT

Certified that the above named Deponent(s) being identified by... *[Signature]* Advocate solemnly affirms and states before me that the contents of this affidavit are all true to the best of their/his/her knowledge.

[Signature] 18.4.2026

DEBENDRA PRASAD RAY

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

Original Application No. 190 of 2025/EZ, KOLKATA



IN THE MATTER OF:

Abadhut Kharsel & ors.

---- Applicant

-vs-

State of Odisha & ors.

---- Respondents

AFFIDAVIT

I, Jagabandhu Kharsel, aged 70 years, s/o- Abadhut Kharsel, At- Jamera, P.O- IB, via- Brajarajnagar, Dist- Jharsuguda- 768216, Odisha, do hereby solemnly affirm and state as follow:

1. That, I am the Applicant no. 2 in the above named original application and I am fully conversant with the facts and circumstances of the case.
2. That, I have read and understood the contents of the accompanying Rejoinder affidavit supported by Annexures, are true and correct to my personal knowledge and belief.
3. That, I have not suppressed any material fact and have filed this Rejoinder affidavit in good faith.



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[Signature]

ADVOCATE

[Signature]
DEPONENT

VERIFICATION

Verified on this the 18th day of April 2026, at Cuttack, that the contents of the above affidavit are true and correct. No part of it is false and nothing material has been concealed there from.

Identified by

[Signature]

ADVOCATE

Certified that the above named Deponent is being identified by.....
Advocate solemnly affirms and states before me that the contents of this affidavit are all true to the best of their/his/her knowledge

[Signature]
VERIFICANT

[Signature] 18.4.2026
DEBENDRA PRASAD RAY

- 2 -

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

Original Application No. 190 of 2025/EZ, KOLKATA

IN THE MATTER OF:

Abadhut Kharsel & ors.

---- Applicant

-vs-

State of Odisha & ors.

---- Respondents



AFFIDAVIT

I, Madhab Kharsel, aged 68 years, s/o- Abadhut Kharsel, At- Jamera, P.O- IB, via- Brajarajnagar, Dist- Jharsuguda- 768216, Odisha, do hereby solemnly affirm and state as follow:

1. That, I am the Applicant no. 3 in the above named original application and I am fully conversant with the facts and circumstances of the case.
2. That, I have read and understood the contents of the accompanying Rejoinder Affidavit supported by Annexures, are true and correct to my personal knowledge and belief.
3. That, I have not suppressed any material fact and have filed this Rejoinder affidavit in good faith.

Identified by
[Signature]
ADVOCATE

[Signature]
DEPONENT

VERIFICATION

Verified on this the 18th day of April 2026, at Cuttack, that the contents of the above affidavit are true and correct. No part of it is false and nothing material has been concealed there from.

Identified by

[Signature]
ADVOCATE

Certified that the above named Deponents being identified by... Advocate solemnly affirms and states before me that the contents of this affidavit are all true to the best of their/his/her knowledge

[Signature]
VERIFICANT

[Signature] 18.4.2026
DEBENDRA PRASAD RAY



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

Original Application No. 190/2025/EZ



IN THE MATTER OF:

Abadhut Kharsel & ors.

---- Applicant

-vs-

State of Odisha & ors.

---- Respondents

AFFIDAVIT

I, Medini Kharsel, aged 62 years, s/o- Abadhut Kharsel, At- Jamera, P.O- IB, via- Brajarajnagar, Dist- Jharsuguda- 768216, Odisha, do hereby solemnly affirm and state as follow:

1. That, I am the Applicant no. 4 in the above named original application and I am fully conversant with the facts and circumstances of the case.
2. That, I have read and understood the contents of the accompanying Rejoinder Affidavit supported by Annexures, are true and correct to my personal knowledge and belief.
3. That, I have not suppressed any material fact and have filed this Rejoinder affidavit in good faith.

Identified by
[Signature]
ADVOCATE

LT1 of medini kharsel.

DEPONENT



VERIFICATION

Verified on this the 18th day of April 2026, at Cuttack, that the contents of the above affidavit are true and correct. No part of it is false and nothing material has been concealed there from.

Identified by
[Signature]
ADVOCATE

Certified that the above named Deponent(s) being identified by...
Advocate solemnly affirms and states before me that the contents of this affidavit are all true to the best of their/his/her knowledge

LT1 of medini kharsel.

VERIFICANT

18.4.2026
DEBENDRA PRASAD RAY
NOTARY, CUTTACK

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

Original Application No. 190 of 2025/EZ, KOLKATA

IN THE MATTER OF:

Abadhut Kharsel & ors.

---- Applica

-vs-

State of Odisha & ors.

---- Respondents



AFFIDAVIT

I, Chakrabarti Kharsel, aged 54 years, s/o- Abadhut Kharsel, At- Jamera, P.O- IB, via- Brajarajnagar, Dist- Jharsuguda- 768216, Odisha, do hereby solemnly affirm and state as follow:

1. That, I am the Applicant no. 5 in the above named original application and I am fully conversant with the facts and circumstances of the case.
2. That, I have read and understood the contents of the accompanying Rejoinder affidavit supported by Annexures, are true and correct to my personal knowledge and belief.
3. That, I have not suppressed any material fact and have filed this Rejoinder affidavit.

Identified by
[Signature]
ADVOCATE

Chakrabarti Kharsel
DEPONENT

VERIFICATION

Verified on this the 18th day of April 2026, at Cuttack, that the contents of the above affidavit are true and correct. No part of it is false and nothing material has been concealed there from.

Identified by

[Signature]
ADVOCATE

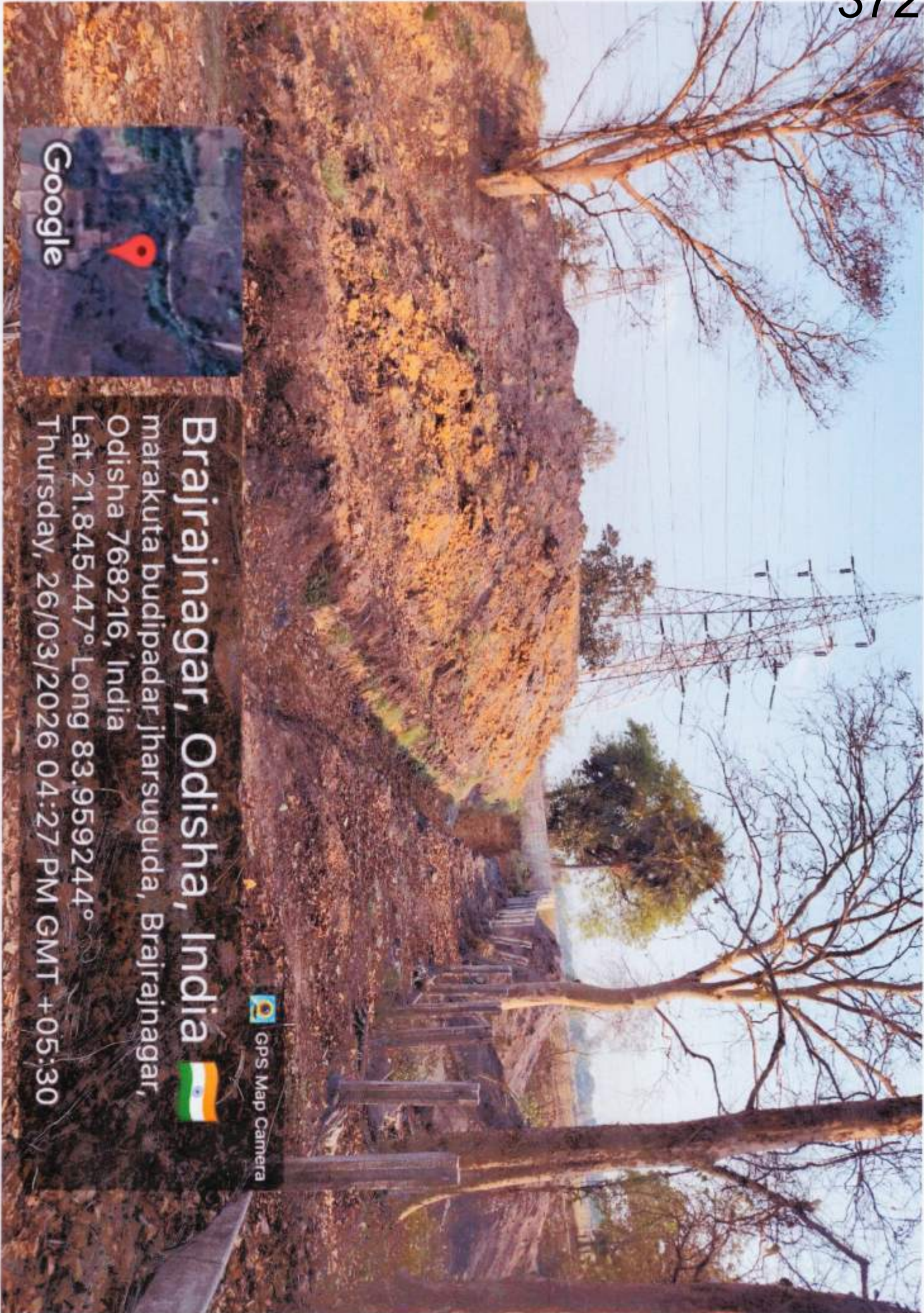
Certified that the above named Deponents *Chakrabarti Kharsel*
being identified by *[Signature]*
Advocate solemnly affirms and states before
me that the contents of this affidavit are
true to the best of their/his/her knowledge

VERIFICANT

[Signature]
18.4.2026
DEBENDRA PRASAD RAY
NOTARY, CUTTACK



- 24 -



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Brajrajnagar, Odisha, India



marakuta budipadar jharsuguda, Brajrajnagar,
Odisha 768216, India

Lat 21.845447° Long 83.959244°

Thursday, 26/03/2026 04:27 PM GMT +05:30



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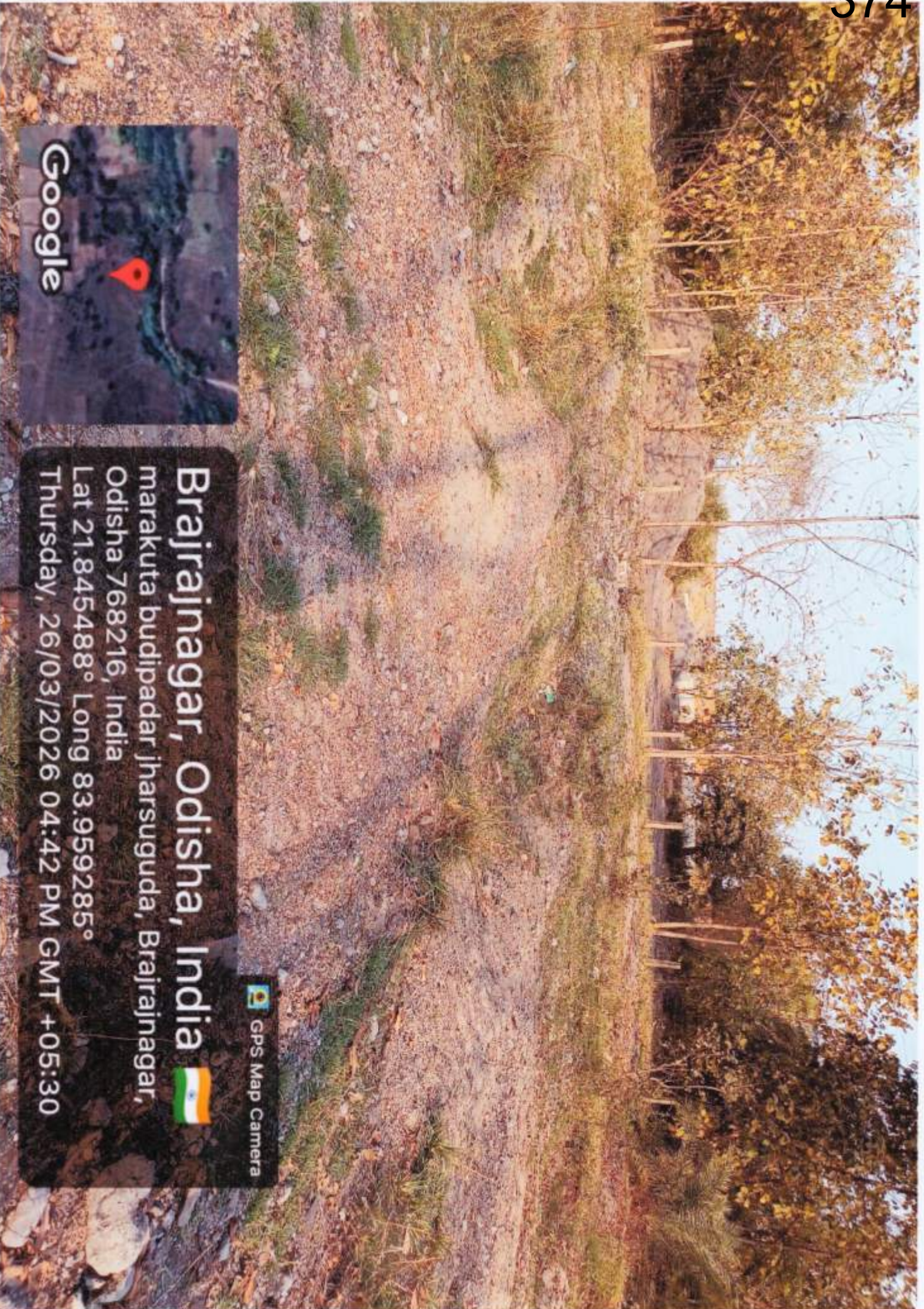
Brajrainagar, Odisha, India



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Odisha 768216, India

Lat 21.845488° Long 83.959285°

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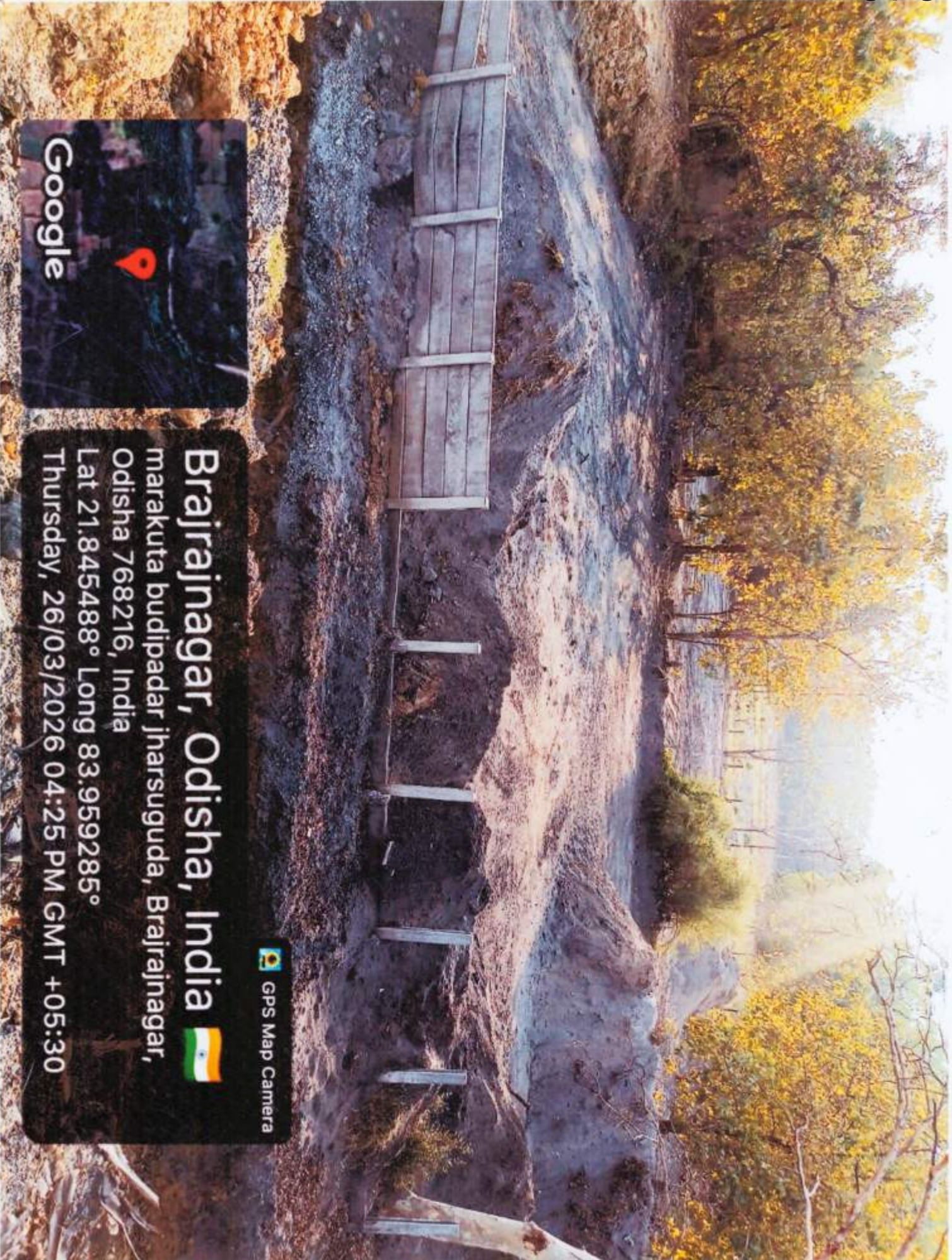
Odisha 768216, India

Lat 21.845488° Long 83.959285°


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 Lat 21.845488° Long 83.959285°
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