

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

IA NO. 67 OF 2026

IN 132  
ORIGINAL APPLICATION NO. OF 2026

**IN THE MATTER OF:-**

GOVIND PATHAK

...APPLICANT

VERSUS

STATE OF JHARKHAND & OTHERS

...RESPONDENTS

**INTERLOCUTORY APPLICATION (IA) UNDER SECTION 19 (4)  
(i) & (j) OF THE NGT ACT, 2010 PRAYING INTERIM  
ORDERS/DIRECTIONS**

**MOST RESPECTFULLY SHOWETH:**

1. The present Application is being filed under Sections 14, 15 and 20 of the National Green Tribunal Act, 2010 highlighting a substantial question relating to environment i.e. violation of Ecological Sensitive Zone (ESZ) Notification dated 09.08.2019 due to unabated illegal construction of Hotels/Resorts and other commercial facilities within the ESZ of Palamau Tiger Reserve and hence this Hon'ble Tribunal has the Jurisdiction for dealing with violation of a Schedule-I enactment under the NGT Act, 2010.
2. The said ESZ Notification has been enacted in exercise of the powers conferred by sub-section (1) and clauses (v) and (xiv) of subsection (2) and sub-section (3) of section 3 of the Environment (Protection) Act, 1986 read with sub-rule (3) of rule 5 of the Environment (Protection) Rules, 1986, the Central Government has notified an area to an extent varying from zero kilometres to 7 kilometres around the boundary of Palamau Tiger Reserve encompasses the area of Palamau Wildlife Sanctuary, Betla

National Park and Mahuadanr Wolf Sanctuary, in Latehar and Garhwa districts in the State of Jharkhand as the Eco-sensitive Zone. The violation of ESZ Notification of Palamau Tiger Reserve is a violation of Section 3 of the Environment (Protection) Act, 1986 as well as Rule 5 of the Environment (Protection) Rules, 1986 .

3. According to the ESZ Notification of Palamau Tiger Reserve:-

**“3. Measures to be taken by the State Government.-** The State Government shall take the following measures for giving effect to the provisions of this notification, namely:-

**xxx**

**(3) Tourism or Eco-tourism.-** (a) All new eco-tourism activities or expansion of existing tourism activities within the Eco-sensitive Zone shall be as per the Tourism Master Plan for the Eco-sensitive Zone.

(b) The Eco-Tourism Master Plan shall be prepared by the State Department of Tourism in consultation with

State Departments of Environment and Forests.

(c) The Tourism Master Plan shall form a component of the Zonal Master Plan.

(d) The Tourism Master Plan shall be drawn based on the study of carrying capacity of the Eco-sensitive Zone.

(e) The activities of eco-tourism shall be regulated as under, namely:-

(i) New construction of hotels and resorts shall not be allowed within one kilometre from the boundary of the protected areas or upto the extent of the Eco-sensitive Zone whichever is nearer:

Provided that beyond the distance of one kilometre from the boundary of the protected area till the extent of the Eco-sensitive Zone, the establishment of new hotels and resorts shall be allowed only in pre-defined and designated areas for eco-tourism facilities as per Tourism Master Plan;

(ii) all new tourism activities or expansion of existing tourism activities within the Eco-sensitive Zone shall be in accordance with the guidelines issued by the Central Government in the Ministry of Environment, Forest and Climate Change and the eco-tourism guidelines issued by National Tiger Conservation Authority (as amended from time to time) with emphasis on eco-tourism, eco-education and ecocodevelopment;

(iii) until the Zonal Master Plan is approved, development for tourism and expansion of existing tourism activities shall be permitted by the concerned regulatory authorities based on the actual site specific scrutiny and recommendation of the Monitoring Committee and no new hotel, resort or commercial establishment construction shall be permitted within Eco-sensitive Zone area.

xxx

4. That it is submitted that there are 59 hotels and resorts being constructed within the ESZ boundary of Palamau Wildlife Sanctuary in Latehar District. All these 59 Hotels, out of which 2 hotels are within the Palamau Plamau Wild Life Sanctuary are being constructed illegally and without any valid permission as there is no Zonal Master Plan, Tourism Master Plan and Monitoring Committee as per ESZ Notification, who could have considered the issue of grant or refusal of permission(as the case may be) for Eco-Tourism, in existence as mandated by the ESZ Notification of Palamau Tiger Reserve, Jharkhand.
5. That as per Paragraph 4 the ESZ Notification the provision with respect to Construction Activity in ESZ is as follows:-

S.No.	Activity	Description
10	Construction Activities	<p>(a) New commercial construction of any kind shall not be permitted within one kilometer from the boundary of the protected areas or upto extent of the Eco-sensitive Zone,</p> <p>whichever is nearer:</p> <p>Provided that, local people shall be permitted to undertake construction in their land for their use including the activities mentioned in sub-paragraph (1) of paragraph 3 as per building bye-laws to meet the residential needs of the local residents.</p> <p>Provided further that the construction activity related to small scale industries not causing pollution shall be regulated and kept at the minimum, with the prior permission from the competent authority as per applicable rules and regulations, if any.</p> <p>(b) Beyond one kilometer it shall be regulated as per the Zonal Master Plan.</p>

6. That it is re-iterated that the location of 2 (Two) hotels/resorts namely, Summit Nature Camp and Larang Camping, Netarhat are being constructed within the boundary of Palamu Wildlife Sanctuary.
7. That about 15 Hotels/Resorts like Art Village, Hotel Dream Days , Divyansh Lake Home Stay, Mountail Eco Resort, Bilung Guest House, Pahi Palace, Nawa Bihan Home Stay, Koel View Resort, Sn Sarna Residency, Magolia Home Stay, Prabhat Hotel, Niranajan Hotel, Natureherat Resort, Dharmendra Hotel, Sh Bamboo Cottage, Netarhat are not only within one km distance from Protected Area (PA) boundary but all of these Hotels/Resorts as mentioned above are also within ESZ and hence violating the provisions of ESZ Notification dated 09.08.2019.
8. That as far as the rest of the Hotels/Resorts are concerned namely Jhumar Resort, Hotel Suryalok, Aasra Hotel, Bhagwati Lodge And Restaurant, Ridhi Sidhi Guest House, Vally View, Hotel Prakash, Hills Queen, Nagwanshi Hotel, Aarohi Lodge, Hotel Paradise, Hotel Ravi and Shahi, Hotel Pine Vally, Madhu Guest House, Charku Guest House, Hotel Four Season, Royal Hill Claut, Hotel Mangnolia, Hotel Aryavart, Utkantha Guest House, Wood Cottage, Awdesh Hotel, Kujur Hotel, Panna Lodge, Tigga Home Stay, Hotel Green Palace, Hotel Royal Residency, Rk Soni Guest House, Sadni Home Stay, Hotel Galaxy, Hotel Palash, Sarovar Vatika, Mallika Hotel, J S Paradoor, Hotel Peer Garden, Hotel Red Label, Hotel Spice & Tastey, Sanjay Kujur Hotel, Gopal Sahu Hotel, Ajay Prasad, Pradeep Sahu and Hemant Prasad, the same are within the boundary of the ESZ but are also illegally constructed since till now there is no decision permitting the construction of these

Hotels/Resorts. The permission for eco-tourism in this area which needs to be granted in terms of the Zonal Master Plan, Tourism Master Plan have not been made till date. Further, there is neither the Zonal Master Plan nor the Monitoring Committee required under ESZ formed/set up by the State Authorities till date.

9. That the effect of coming up all the above Hotels/Resorts within the ESZ and 2 of them even within the Sanctuary would create a ***fait accompli*** situation and would also make the Zonal Master Plan as well as the Monitoring Committee redundant making the very purpose ESZ futile and useless.
10. That all the above Hotels/Resorts by private parties cannot be constructed within the ESZ and 2 (two) of the Hotels are within the Sanctuary without the knowledge and connivance of these private parties with Respondent No.3-Field Director, Palamu Tiger Reserve.
11. That it is submitted that Section 29 of the Wildlife (Protection) Act, 1972 specifically prohibits any construction activity within the Sanctuary. It say:-

**29. Destruction, etc., in a sanctuary prohibited without a permit.** – No person shall destroy, exploit or remove any wildlife from a sanctuary or destroy or damage the habitat of any wild animal or deprive any wild animal or its habitat within such sanctuary except under and in accordance with a permit granted by the Chief Wildlife Warden and no such permit shall be granted unless the State Government being satisfied that such destruction, exploitation or removal of wildlife from the sanctuary is necessary for the improvement and better management of wildlife therein authorises the issue of such permit.

12. That a mere reading of the above paras and the contents /material placed by the Applicant shows that he has a good *prima-facie* case. The balance of convenience is in favour of the Applicant and against the Respondents. It is submitted that irreparable loss would occur to both the case of the Applicant as well as the

Environment of Palamau Tiger Reserve, if the illegal construction is not stopped.

13. That the illegal construction needs to be stopped forthwith as the violators are constructing large scale erection of boundary to facilitate the illegal construction which will ultimately defeat the purpose of ESZ as those boundary will affect the natural movement of wild animals.
14. That in the case of in the cases of ***Research Foundation For Science Technology National Resource Policy v. Union of India and Anr*** and ***Vellore Citizens' Welfare Forum v. Union of India and Ors.*** the Hon'ble Supreme Court says that principles such as the precautionary principle, the polluter pays principle form an intrinsic part of the laws of the environmental laws of India.

#### PRAYER

In light of the above facts and circumstances, the Hon'ble Tribunal may be pleased to pass the following interim orders/ directions:


- i. Direct that the 2 (two) Hotels/Resorts which are coming up/constructed within the Palamau Wildlife Sanctuary which construction be stopped immediately and/or
- ii. Direct that Hotels which are coming within the 1 Km zone of the Wildlife Sanctuary their construction be also stopped immediately as the violators are constructing large scale erection of boundary to facilitate the illegal construction which will ultimately defeat the purpose of ESZ as those boundary will affect the natural movement of wild animals and/or
- iii. Direct the administration to ensure construction of Hotels/Resorts which are coming from 1 Km from Sanctuary boundary till the ESZ Boundary be stopped forthwith till the time the Zonal Master Plan and Monitoring Committee are set up.

IV. Any other or further relief may also be granted in favour of the Applicant.

*Govind Pathak*

**APPLICANT**

**THROUGH**



**SAURABH SHARMA**

Advocate

Counsel for the Applicant

Chamber No. 352, Lawyers Chambers,  
Delhi High Court, New Delhi-110003

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(M): 9810983559

Place: New Delhi/Latehar, Jharkhand

Dated: 18.05.2026

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AFFIDAVIT

I, Govind Pathak, aged about 36 years, son of Shri Kedar Pathak, resident of H.No. 88, Rajhar, Latehar, PS & Distt. Latehar, Jharkhand-829206, do hereby solemnly affirm and declare as under:-

1. That I am the Applicant in the abovementioned Original Application and therefore competent to swear the present Affidavit.
2. That the abovementioned Interlocutory Application (IA) has been drafted by my counsel on my instructions and the contents of the same are true and correct to my knowledge.

Govind Pathak  
DEPONENT

VERIFICATION: Verified today on this 12/05/2026 at Latehar, Jharkhand do hereby verify and declare that the facts mentioned above are true and correct nothing material has been concealed therefrom and no part of it is false.

Govind Pathak  
DEPONENT



Sr/Smt. Govind Pathak  
Who is identified by Sr. A.K.P.  
Advocate Solemnly Affirmed  
and Declared before Me

Raj Mani Prasad  
Notary Latehar



Govind Pathak  
12/05/2026

## VAKALATNAMA



In re: Govind Pathak

Jur

Piff./Applt./Pet

VERSUS

State of Jharkhand & ors.

Defnt./Respdt./Accused

KNOW'ALL to whom these present shall come that I/We Govind Pathak  
Applicant

do hereby appoint (herein after called the advocated/s) be  
my/our Advocate in the above-noted case authorize him:

**Saurabh Sharma, Advocate (D-2329/1999)**

**(M): 9810983559**

**e-mail: saurabh.envirolawyer@gmail.com**

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 High Court Subject to payment of fee separately for each by me/us. To sign, file verify and present pleading appeals cross-objections or petitions for execution re-view, 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 documents of opposite party.

To withdraw or compromise the said case or submit to arbitration any difference 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 cheque, cash and grant receipts hereof and to do all others 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 and other Legal Practitioner authorizing 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 all intents and purposes.

And I/We undertake that I/We or my/our duly authorized agent would appear in the court on all hearing and will inform the Advocate for appearance when the case is called.

And I/We 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 WITNESSS WHEROF I/We do hereunto set my/our hand to these present the content or which have been understand by me/us on this .....18.....day of ...05...2026

Accepted subject to the terms of fees.

**Saurabh Sharma**  
Advocate

*Govind Pathak*  
Client