

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL**  
**SOUTHERN ZONE AT CHENNAI**  
**O.A. No. 190 OF 2021**

S.Sakthivel,

...Applicant

-VS-

MOEF&CC,

Rep. By its Secretary to Govt,

New Delhi & Ors.

...Respondents

**INDEX**

Serial No.	PARTICULARS	Page No.
1	Affidavit-In-Reply on behalf of the 5 <sup>th</sup> Respondent	1-13
2	Copy of the Lease Agreement (Annexure A)	14-20
3	Copy of The Report issued by Telangana State Pollution Control Board dated March 16 <sup>th</sup> , 2022 (Annexure B)	21-27

Dated at Chennai on this the 3<sup>rd</sup> day of February, 2023



Counsel for Respondent

✓ ①

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL,  
SOUTHERN ZONE, CHENNAI**

**O.A. NO. 190 of 2021(SZ)**

BETWEEN:

S.Sakthivel,  
Environmental Protection & Anti-Pollution Group  
S/o PK Subramaniyam  
Alagu Vinayakar Kovil Street  
Fairlands, Salem – 636016

...Applicant

AND

MINISTRY OF ENVIRONMENT, FOREST & CLIMATE CHANGE  
(MOEF&CC)  
Rep by its Secretary to Government, Union of India,  
Indira Paryavaran Bhavan  
Jog Bagh Road, New Delhi-110 003 and Ors.

...Respondents

**REPLY AFFIDAVIT FILED BY APOLLO INSTITUTE OF MEDICAL SCIENCES  
AND RESEARCH – RESPONDENT NO. 5**

I, Dr. Gurram Surender Reddy S/o Mr Gurram Narayan Reddy, aged about 69 years working as Principal of Apollo Institute of Medical Science and Research, having office at 33, Babukhan Lakefront Villas, Kokapet, Rangareddy District-500075 on behalf of Apollo Institute of Medical Sciences and Research ('**this Respondent**'), do hereby solemnly affirm and state as follows:

1. That I am fully conversant with the facts and circumstances of the present case and as such am competent to swear this counter affidavit on behalf of this Respondent.
2. That I have read and understood the Original Application No. 190 of 2021 dated August 24<sup>th</sup>, 2021 ('**Original Application**') filed by S.Sakthivel, Environmental Protection & Anti-Pollution Group S/o PK Subramaniyam residing at Alagu Vinayakar Kovil Street



2

Fairlands, Salem – 636016 ('the Applicant') before the Hon'ble National Green Tribunal, Southern Zone, Chennai ('Hon'ble Tribunal') before filing of the present affidavit.

3. That, the Original Application filed by the Applicant under section 18(1) read with section 14 and 15 of the National Green Tribunal Act, 2010 ('NGT Act') against this Respondent alleging deficiency in complying with the provisions of environmental laws, rules and regulations is frivolous, malicious, and not based on correct interpretation of factual and legal position on the subject matter.

#### A. ALLEGATIONS


The Applicant has made unfounded and unwarranted allegations against this Respondent in the Original Application. The same has been summarized as under:

1. The operation of the Respondent Nos.5 to 25 are illegal, unauthorized and environmentally unsustainable thus liable to be interfered with by this Hon'ble Tribunal.
2. The operation of the Respondent Nos.5 to 25 are contrary to the established principles of law and in violation to the mandatory provisions under the scheme of the Environmental Protection Act, 1985, the Water (Prevention and Control of Pollution) Act, 1974 and the Air (Prevention and Control of Pollution) Act, 1981 among others.
3. The Respondent Nos.5 to 25 have been found to be a proven violator since they have failed to obtain mandate Environmental Clearance under the provisions of the Notification 2006.
4. The Respondent Nos.5 to 25 continue to operate without the mandated Environmental Clearance illegally and no action, penal in nature has been initiated despite proven violations of law.
5. The operation of Respondent Nos.5 to 25 without obtaining mandatory and valid Environmental Clearance under the EIA. Notification, 2006 and thus is liable to be interfered with.

#### B. PRELIMINARY SUBMISSIONS

1. At the outset, this Respondent denies all the allegations, contentions, averments and submissions made in the Original Application against this Respondent as frivolous,



  
PRINCIPAL  
Apollo Institute of  
Medical Sciences and Research  
Jubilee Hills, Hyderabad-500 096.

untenable and without merit. The allegations made are not just void of sufficient basis, they are also in contradiction of the existing factors of factual and legal merits. This Respondent reserves all its rights in law and equity to respond more elaborately and provide substantial documentation and to file additional submission and/or response as may be deemed necessary in this regard to support this Reply.

2. It is submitted that the Applicant has filed the Application without disclosing the correct facts and suppressed vital information before this Hon'ble Tribunal in an attempt to mislead it. The Applicant therefore has not come with clean hands before this Hon'ble Tribunal as the Applicant has filed the Original Application without the knowledge of true and correct facts/suppressed the true facts and as such the Original Application deserves dismissal at the outset for misleading the Hon'ble Tribunal. A just and fair adjudication would not be possible in the absence of correct facts submitted herein being taken on record, thereby gravely prejudicing the rights of this Respondent.
  
3. It is submitted that the Deccan Medical Centre was established on 30 acres of land allotted by the Government of Andhra Pradesh vide AP. G.O. No. 517, dated March 26<sup>th</sup>, 1981 in survey No. 403, Shaikpet Village, Banjara Hills, Golkonda Taluk, Hyderabad District, for setting up of a modern medical specialized hospital. Under a scheme of amalgamation of Deccan Hospital Corporation Limited, dated January 24<sup>th</sup>, 2000, Part II of the Scheme, all the assets including moveable and immoveable properties were transferred to Apollo Hospitals Enterprise Limited ('AHEL').
  
4. Thereafter, on November 16<sup>th</sup>, 2011, Apollo Hospitals Educational and Research Foundation ('AHERF'), society started by Promoters of AHEL to carry out charitable activities and sponsor of this Respondent, entered into a Lease Agreement with AHEL for 'grant of a lease of 10 Acres of land along with the buildings and structures therein, situated in Sy.No. 403, Shaikpet Village, Jubilee Hills, Hyderabad for 99 year lease for the purpose of setting up a Medical College'. Copy of the Lease Agreement is annexed herewith as ANNEXURE A. As per the Lease Agreement AHERF would set up a



*[Handwritten Signature]*  
 PRINCIPAL  
 Apollo Institute of  
 Medical Sciences and Research  
 Jubilee Hills, Hyderabad-500 096.

4

Medical College, and was to obtain necessary licenses/permissions in this regard and thereafter set-up the medical college with teaching hospital named 'APOLLO INSTITUTE OF MEDICAL SCIENCES AND RESEARCH'. The first batch of students were enrolled in the M.B.B.S course for the academic year 2012-13.

5. Since its inception this Respondent have complied with the mandatory requirements of applicable laws, regulations and advisories issued from time to time ensuring that they are in compliance of environmental laws as required. There has been no wilful dereliction of obligations that has warranted the filing of this Application against this Respondent.
  
6. Cautious of the side-effects and possible short-term disturbances in an ongoing structure, the courts of the land have emphasized on forethought to be maintained in approaching courts in Public Interest Litigations ('PILs'). The High Court of Himachal Pradesh in *Prashant Mehta Vs State of H.P & Ors. CWP 6076/2020* on 15.03.2021 considered various aspects of PILs and several judgments of Supreme Court in its order and observed that the applicant filing the PIL in court of law must come with clean hands and proper knowledge of the facts.

It noted the comments made by Supreme Court in the case of *S.P Anand, Indore Vs. H.D. Deve Gowda and others (1996) 6 SCC 734*:

*"18. It is of utmost importance that those who invoke this Court's jurisdiction seeking a waiver of the locus 368 standi rule must exercise restraint in moving the Court by not plunging in areas wherein they are not well versed. Such a litigant must not succumb to spasmodic sentiments and behave like a knight errant roaming at will in pursuit of issues providing publicity."*

It was also noted that in the case of *Ashok Kumar Pandey Vs State of W.B (2004) 3 sec 349*, the Supreme Court held:



"4. When there is material to show that a petition styled as Public Interest Litigation is nothing but a camouflage to foster personal disputes, said petition is to be thrown out." "Public Interest Litigation which has now come to occupy an important field in the administration of law should not be "Publicity Interest Litigation" or "Private Interest Litigation" or "Politics Interest Litigation" or the latest trend "Paise Income Litigation". If not properly regulated and abuse averted it becomes also a tool in unscrupulous hands to release vendetta and wreck vengeance, as well.

369. There must be real and genuine public interest involved in the litigation and not merely an adventure of a knight errant or poke ones nose into for a probe. The Honourable Apex court further stated that "A petitioner who comes to the Court for relief in public interest must come not only with clean hands like any other writ petitioner but also with a clean heart, clean mind and clean objective."


7. It is humbly submitted that the Original Application made against this Respondent is not maintainable in law or fact this Hon'ble Tribunal may be pleased to apply the principles set out by precedents as set out above and dismiss the Application.

**C. PARAWISE REPLY**

Notwithstanding the above made submissions, this Respondent wishes to submit para wise Replies to the Original Application as under:

1. That the contents of Paragraph 1 of the Original Application are not admitted and Applicant is put to strict proof for the same.
2. That the contents of Paragraph 2 to 4 do not pertain to this Respondent.
3. That the contents of paragraph 5 of the Original Application are denied except to the extent traversed herewith. The Applicant has based the unfounded allegations in the Original Application by invoking the mandatory requirements of Notification No. S.O. 1533(E) dated September 14<sup>th</sup>, 2006 ('**2006 Notification**') and Office Memorandum dated June 09<sup>th</sup>, 2015 issued by Ministry of Environment, Forests and Climate Change.



  
 PRINCIPAL  
 Apollo Institute of  
 Medical Sciences and Research  
 Jubilee Hills, Hyderabad-500 096.

6

The purpose as set out in 2006 Notification was "for imposing certain restrictions and prohibitions on new projects or activities, or on the expansion or modernization of existing projects or activities based on their potential environmental impacts as indicated in the Schedule to the notification, being undertaken in any part of India". Clause 2 of the 2006 Notification stated as follows:

**2. Requirements of prior Environmental Clearance (EC):-** The following projects or activities shall require prior environmental clearance from the concerned regulatory authority, which shall hereinafter referred to be as the Central Government in the Ministry of Environment and Forests for matters falling under Category 'A' in the Schedule and at State level the State Environment Impact Assessment Authority (SEIAA) for matters falling under Category 'B' in the said Schedule, before any construction work, or preparation of land by the project management except for securing the land, is started on the project or activity:

- (i) All new projects or activities listed in the Schedule to this notification;
- (ii) Expansion and modernization of existing projects or activities listed in the Schedule to this notification with addition of capacity beyond the limits specified for the concerned sector, that is, projects or activities which cross the threshold limits given in the Schedule, after expansion or modernization;
- (iii) Any change in product - mix in an existing manufacturing unit included in Schedule beyond the specified range."

The paragraph of the Schedule dealing with the activities requiring prior environmental clearance relating to this Respondent is as follows:

**SCHEDULE**

(See paragraph 2 and 7)

**LIST OF PROJECTS OR ACTIVITIES REQUIRING PRIOR ENVIRONMENTAL CLEARANCE**



PRINCIPAL  
Apoifo Institute of  
Medical Sciences and Research  
Jubilee Hills, Hyderabad-500 096.

<i>Project</i>		<i>Category with threshold limit</i>		<i>Conditions if any</i>
<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>
<i>8(a)</i>	<i>Building and construction projects</i>		<i>&gt;20000 sq mtrs and &lt;1,50,000 sq mtrs of built up area</i>	<i>#{built up area for covered construction; in the case of facilities open to the sky, it will be the activity area)</i>
	<i>Townships and Area Development projects.</i>		<i>Covering an area ≥ 50 ha and or built up area ≥1,50,000 sq .mtrs</i>	<i>All projects under Item 8(b) shall be appraised as Category B1</i>

From the perusal of the above, it is evident that 2006 Notification and the mandatory requirement to obtain Environment Clearance applied on limited construction activities described hereinabove specifically if construction is of the nature described in Clause 2 of the 2006 Notification and for the industries defined as per 8(a) in the Schedule. The 2006 Notification was prospective in nature thereby not requiring any clearance to be taken for construction already done before the date on which the 2006 Notification came into effect, i.e., the date of its publication in the Official Gazette on September 14<sup>th</sup>, 2006. The approval for construction of the buildings in which this Respondent is operating was prior to the year 2006, on the date of the coming into force of the 2006 notification, no obligation existed on this Respondent to seek a prior Environmental Clearance for its establishment.

It is therefore, highlighted that this Respondent does not fall within the ambit of the said 2006 Notification.



*[Handwritten Signature]*


PRINCIPAL  
Apollo Institute of  
Medical Sciences and Research  
Jubilee Hills, Hyderabad-500 096.

8

It is pertinent to mention that the 2006 Notification amended through Notification Number S.O.3252 (E) dated November 22<sup>nd</sup>, 2014 ('2014 Notification') amended Item 8 as follows:

(1)	(2)	(3)	(4)	(5)
"8		<i>Building or Construction projects or Area Development projects and Townships</i>		
8 (a)	<i>Building and Construction projects</i>		<i>&gt;20000 sq.mtrs and &lt; 1,50,000 sq. mtrs. of built-up area</i>	<p><i>The term "built up area" for the purpose of this notification the built up or covered area on all floors put together including its basement and other service areas, which are proposed in the building or construction projects.</i></p> <p><i>Note 1.- The projects or activities shall not include industrial shed, school, college, hostel for educational institution, but such buildings shall ensure sustainable environmental management, solid and liquid waste management, rain water harvesting and may use</i></p>



  
PRINCIPAL  
Apollo Institute of  
Medical Sciences and Research  
Jubilee Hills, Hyderabad-500 096.

				<p><i>recycled materials such as fly ash bricks.</i></p> <p><i>Note 2.- "General Conditions" shall not apply.</i></p>
--	--	--	--	---

Even pursuant to the 2014 Notification, this Respondent does not fall in the bracket as required so as to obtain the Environmental Clearance since the hospital component of this Respondent was only 18023 sq. mts, which was still less than as mandated in the 2014 Notification. The report issued by Telangana State Pollution Control Board dated March 16<sup>th</sup>, 2022 in this regard is attached herewith marked as **ANNEXURE B**. It is therefore, highlighted that this Respondent does not fall within the ambit of the said 2014 Notification also.

The Ministry of Environment, Forests and Climate Change, vide its Office Memorandum dated June 09<sup>th</sup>, 2015 clarified that in case of medical universities/institutes only the component of Hospitals will continue to require prior Environment Clearance. However, it is stated that the 2014 Notification and the Office Memorandum afore cited have to be read together and therefore the Hospital component being < 20,000 sq. mt. did not require EC clearance.

Notwithstanding the aforesaid, it is pertinent to mention that in pursuance of the Original Application, The Telangana State Pollution Control Board (Respondent No.4), (**'4th Respondent'**) vide its submission/report dated March 16<sup>th</sup>, 2022 has submitted before Hon'ble Tribunal the status of all the Respondents compliances to the Original Application. The 4<sup>th</sup> Respondent had carried out a detailed inspection at the 5<sup>th</sup> Respondent premises and perused documents before submitting the aforesaid report and submitting its findings as far as this Respondent is concerned. Under the column 'EC Details', the 4<sup>th</sup> Respondent, noted 'Established prior to EIA notification 2006 and build-up area of Hospital component is <20,000 Sq. mts'. The statutory authority entrusted to implement Environmental Laws and Rules within the jurisdiction of the State



*[Handwritten Signature]*

PRINCIPAL  
 Apollo Institute of  
 Medical Sciences and Research  
 Jubilee Hills, Hyderabad-500 096.

10

of Telangana itself has provided an unambiguous and transparent comment on the status of this Respondent, and therefore this in itself forms the basis of this Respondent's submissions herein.

This Respondent submits that no show cause notice/restraint order has ever been issued against this Respondent by the 4<sup>th</sup> Respondent from the inception of its operations in the year 2012.

Therefore in addition to the submissions based on legal principles, set out above, this Respondent states that this Respondent has always held the bonafide belief that no violations whatsoever have ever been made by them, and its pursuit to improve health through leadership, collaborative discoveries and innovation in patient care, education and research, there has never been any error or omission in compliances of any nature. In light of the aforesaid, the allegations made by the Applicant in the Original Application are erroneous, baseless and contradictory to the existing factual and legal position.

4. The statements made in paragraphs 6 and 7 do not relate to this Respondent.
5. That the statements made in paragraphs 8 to 15 briefs about the enactments which relate to the 2006 Notification and subsequent 2014 Notification and Office Memorandum dated June 09<sup>th</sup>, 2015. This Respondent reiterates the submissions made in foregoing paragraphs which are not being repeated herein for the sake of brevity.
6. The allegations made in paragraph 16 are denied. This Respondent relies on the 2014 Notification and the Office Memorandum dated June 09<sup>th</sup>, 2015, and emphatically states that this Respondent do not fall within the ambit of these notifications as the built-up area of the Hospital component even as of today is 18,023 square meters, which does not fall within the parameters where obtaining Environmental Clearance is mandatory. Further, the Medical College is exempt as per the very notifications being relied upon by the Applicant. It is humbly submitted that the reason why details of Environmental Clearance Certificate was not provided to the Applicant with respect to this Respondent



PRINCIPAL  
Apollo Institute of  
Medical Sciences and Research  
Jubilee Hills, Hyderabad-500 096.

in response to the RTI application made by him was because this Respondent did not require any such certificate for the reasons stated in foregoing paragraphs.

7. The allegations made in paragraphs 17, 18 and 19 of the Application are denied. It is hereby stated that this Respondent is functioning legitimately without obstructing any environmental laws as alleged by the Applicant. There has been no violation of the 2006 Notification and Office Memorandum dated June 09<sup>th</sup>, 2015 by this Respondent since they do not fall within the purview of the same for the reasons stated in the foregoing paragraphs and are not being repeated herein for the sake of brevity. The allegations raised by the Applicant are not based on the actual factual and legal position on the subject matter, which highlights his *mala fide* intentions and vested interests in filing the Original Application.

8. This Respondent vehemently denies any allegation made against it *vis-à-vis* violation of environmental laws and has made submission refuting the same in the present reply. Therefore, no environmental compensation is required to be levied on this Respondent. It is humbly submitted that not a shred of evidence has been produced by the Applicant against this Respondent to establish damage of the environment on account of any actions by this Respondent. Hence, the Original Application needs to be dismissed with costs for concealing and misleading this Hon'ble Tribunal on various facts enumerated above.

**D. REPLY TO THE GROUNDS**

1. It is most respectfully submitted by the respondent that the contents of paragraph (a) to (e) of the Original Application are emphatically denied. It is submitted that the contents of the grounds have already been addressed in detail in para wise submissions hereinabove which may be treated as part and parcel of the reply to the grounds. Further, the operation of this Respondent is not contrary to any established principles of law as it has taken all the necessary and requisite action in accordance with the mandatory provisions under the scheme of the environmental laws prevalent in the country, applicable to this Respondent.




*[Signature]*  
PRINCIPAL  
Apollo Institute of  
Medical Sciences and Research  
Jubilee Hills, Hyderabad-500 096.

2. It is therefore submitted that this Respondent has complied with all the required norms under the environment protection laws and regulations and is operating legitimately without obstructing or violating any laws as alleged in the Original Application by the Applicant.
3. The Applicant in the Original Application has stated various grounds of facts and law which are totally misconceived and incorrect and in view of the submissions made hereinabove the contents of the Original Application are not sustainable in the eye of the law and thus liable to be dismissed. This Respondent has followed/adhered to all prescribed laws, rules and regulations as discussed in above paragraphs and is aware of its environmental obligation and has carried out its activities in accordance with the environmental laws of land.

It is humbly submitted that there have been no laches or deliberate actions on the part of this Respondent to violate the applicable laws and this Respondent continues to operate with the bonafide belief that they are in compliance with statutory norms, regulations and stipulations in the relevant laws, for the reasons stated in the foregoing paragraphs. Therefore, there has been no wilful action or inaction on the part of this Respondent to violate the environmental protection laws, regulations and prescribed rules, as falsely alleged by the Applicant. This is now established beyond doubt by the report submitted before this Hon'ble Tribunal clarifying the position and clearing this Respondent of any wrong doing. When the relevant authorities themselves do not find any reason to penalise this Respondent and clearly state that the built up area of the Hospital component is 18,023 square meters, which is less than the threshold limit required to obtain the EC, it is humbly submitted that the Application as far as this Respondent is to be dismissed.

It is respectfully submitted that the allegations made in the Original Application are false, frivolous, mischievous, and malicious and are not maintainable either in law or on facts and



  
 PRINCIPAL  
 Apollo Institute of  
 Medical Sciences and Research  
 Jubilee Hills, Hyderabad-500 096.

have been made only with a view to harass and malign this Respondent. In view of the above cited facts, legal position, explanations, the Hon'ble Tribunal may be pleased to:

- (a) Direct the Applicant to delete the name of Respondent No. 5 from the array of parties in the Original Application;
- (b) Dismiss the Original Application and impose cost on the Applicant for filing a vague, unverified and false application against Respondent No. 5;
- (c) Pass any further order(s)/direction(s) as the Court may deem fit and necessary in the interest of justice.

Dated: this the 3<sup>rd</sup> of February, 2023



*[Handwritten Signature]*  
Counsel for Respondent

**ATTESTED**  
**S. BHASKAR B.A., LL.B**  
 ADVOCATE & NOTARY  
 H. No. 6-3-392, Punjagutta  
 Behind Police Station  
 Hyderabad - 82, Telangana, India  
 Phone : 9392535670

13 FEB 2023

*[Handwritten Signature]*  
 PRINCIPAL  
 Apollo Institute of  
 Medical Sciences and Research  
 Jubilee Hills, Hyderabad-500 096.



19

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA  
INDIA NON JUDICIAL



தமிழ்நாடு தமில்நாடு TAMILNADU

AA 761990

33345 APOLLO HOSPITALS  
15 NOV 2011 ENTERPRISE LIMITED  
Chennai LEASE DEED

T. SHANMUGAM  
L.No. 9140/33/2010 Dt: 20-9-2010  
No. 662, Anna Salai,  
Thousand Lights, Chennai-6.

THIS LEASE DEED is executed at Chennai on this Wednesday of 16th November, 2011;

BETWEEN

M/S.APOLLO HOSPITALS ENTERPRISES LIMITED, a public limited company incorporated under the provisions of the Companies Act, 1956, having its registered office at No. 19, Bishop Gardens, R A Puram, Chennai 600028 and its Hyderabad office at Jubilee Hills, Hyderabad, represented by its Chief executive (Designation) V. Satyanarayana Reddy / o late Shri. V. Janakiram Reddy aged 50 years hereinafter referred to as the LESSOR;

AND

M/S.APOLLO HOSPITALS EDUCATIONAL AND RESEARCH FOUNDATION, a society registered under the Andhra Pradesh (Telengana areas) Public Societies Registration Act 1350 Fasli, situated at #8-2-293/82/III/900A, Jubilee Hills, Hyderabad-500034, represented by its Treasurer, Mr.V.Atchuyt Prasad, S/o Mr.V.Venkataramana Reddy, aged about 63 years, hereinafter referred to as the LESSEE.

Handwritten signature

The terms LESSOR and LESSEE shall, wherever the context so permits or requires, mean and include their respective heirs, executors, administrators, legal representatives, successors and assigns.

WHEREAS the LESSOR is the absolute owner of the land admeasuring Acres 30.00, situated in Sy.No.403, Shaikpet Village, Jubilee Hills, Hyderabad, having purchased the same under G.O No:517 Dated 26/3/1981 to the Deccan Medical Centre, which was later transferred to Deccan Hospital Corporation Limited vide G.O No:1510 dated 3/11/1983, which was subsequently amalgamated with AHEL with approval of Hon'ble High Court of Madras ,the Lessor is running a Health care institution meeting international standards.


AND WHEREAS the LESSEE herein requested the Lessor to grant a lease of 10 Acres of land along with the buildings and structures therein, situated in Sy.No.403, Shaikpet Village, Jubilee Hills, Hyderabad for a non-cancellable 99 years lease for the purpose of setting up a Medical College with Teaching Hospital.

AND WHEREAS the LESSOR by virtue of Board Resolution dated 4 Nov 2011, accepted the said offer of the NON-CANCELLABLE LESSEE and agreed to grant the land with buildings & structures thereon described in the Schedule hereunder on lease to the NON-CANCELLABLE LESSEE on various terms and conditions.

AND WHEREAS the parties hereto are desirous of reducing the terms and conditions of their Agreement into writing.

**NOW THIS DEED WITNESSES:**

The LESSOR hereby agrees to grant the land admeasuring Acres.10.00, comprised in Sy.No.403, together with buildings said land more fully described in the Schedule hereunder (hereinafter collectively referred to as the SAID PREMISES) on lease on a NON-CANCELLABLE basis to the LESSEE and the LESSEE hereby agrees to take the SAID PREMISES on lease from the LESSOR on the terms conditions and covenants specified below.



**DURATION**

1. The Lease shall commence from 27<sup>th</sup> August, 2011 and shall be in force for a period of 99 years, which can be extended at the end of this agreement on mutual consent on various terms and conditions agreed on that time.

**RENT**

2. The lease rental, shall be a sum of Rs.10,00,000/- (Rupees Ten Lakhs only) per month which shall be payable on or before the 5<sup>th</sup> day of the succeeding month of each applicable month of tenancy and due from the commencement of Medical College or Teaching Hospital.

The Service Tax, VAT or other similar levy (if any) on the monthly rental shall be borne by the LESSEE over and above the monthly rental specified above. The above rental shall be subject to deduction of tax at source as per the relevant provisions of the Income Tax Act, 1961 as amended from time to time. The LESSEE shall be bound to furnish to the LESSOR the appropriate tax deduction certificates from time to time.

**DEPOSIT**

3. It has been mutually agreed by the parties hereto that there shall be no deposit due or payable or paid under this Deed.

**ELECTRICITY, WATER CHARGES**

4. The LESSEE shall take the necessary steps to obtain the required power supply and water connections for the SAID PREMISES, to run a medical college, from the competent authorities. The LESSEE shall make all payments, deposits, charges and professional fees and other fees as may be required by competent authorities to get such power supply and water connections.

The LESSEE shall pay directly to the concerned authorities, the charges in respect of the electricity and water consumed by the LESSEE at the SAID PREMISES as per the meter provided therefore and at such rates as may be stipulated by the competent authorities from time to time.

The above payments shall be made by the LESSEE over and above the monthly rental specified supra.

**TAXES, ASSESSMENT CHARGES**

5. Other than the payments to be made by the LESSEE as aforesaid, the LESSOR shall pay all Taxes, Deposits, and other out-goings such as Property Taxes, in respect of the SAID PREMISES.

**NATURE OF USE PERMITTED**

6. The LESSEE shall be entitled and permitted to use the SAID PREMISES for running a medical college. The SAID PREMISES shall not be used or permitted to be used for any other and/or any unlawful purposes or in a manner likely to cause damages or be detrimental to the reputation of the LESSOR or bring down the value of the SAID PREMISES.

The necessary approvals for using the SAID PREMISES as a Medical college shall be obtained by the LESSEE from the competent authorities. The LESSOR agrees to co-operate with the LESSEE for obtaining such sanctions. The LESSEE shall also obtain necessary permits, licenses and approvals for the activities of the LESSEE in the SAID PREMISES, from the competent authorities. The costs and expenses in this regard shall be borne by the LESSEE only. The LESSEE shall ensure compliance with the guidelines and norms laid down by the Medical Council of India or any other competent authorities.

**SUB-LEASE, LICENSE PROHIBITED**

7. The LESSEE shall not be entitled or permitted to assign, underlet or sublet the SAID PREMISES or any part thereof or part with possession of the SAID PREMISES or any part thereof to anybody whatsoever / whomsoever except with the prior written consent of the LESSOR

**ALTERATIONS, ADDITIONS AND FITTINGS**

8. The LESSEE shall not make any structural alterations/additions to the SAID PREMISES without the prior written consent of the LESSOR. The LESSEE shall at all times be entitled to carry out repairs and refurbishing works, and such other arrangements in the SAID PREMISES as may be necessary to conveniently carry on its medical activities but without altering or affecting the structure or elevation of the building. The LESSEE agrees to obtain sanctions from the competent planning authorities for such alternations/ additions, if necessary.

**MAINTENANCE OF THE SAID PREMISES**

9. (a) The LESSEE shall keep the SAID PREMISES in a fit and proper state subject to normal wear and tear. The LESSEE hereby undertakes not to carry out any structural or material alterations to the SAID PREMISES without the prior written permission from the LESSOR.

(b) In the event that the LESSEE installs any equipment or fittings in the SAID PREMISES the LESSEE shall remove the same on the termination / expiry of the Lease without in anyway damaging or causing any blemish to the SAID PREMISES or other fittings provided by the LESSOR.

(c) The LESSEE shall permit the LESSOR or its representatives / agents to enter the SAID PREMISES for inspection at reasonable hours with prior intimation to the LESSEE.

**LESSOR'S COVENANT**

10. On the LESSEE paying the rents hereby reserved and observing and performing the terms, conditions and covenants of the Lease herein contained, the LESSEE shall be entitled to quiet possession and peaceful enjoyment of the SAID PREMISES without any manner of, hindrance, interruption or disturbance by or from the LESSOR, or by any person or persons claiming through under or in trust for the LESSOR or its representatives.

**TERMINATION OF THE LEASE**

11. The Lease shall be terminable under all or any of the following circumstances namely:

- (a) at the end of the period of Lease contemplated herein;
- (b) in the event of non-payment of rent by the LESSEE
- (c) in the event of the LESSEE being desirous of terminating the lease, by serving 3 months prior notice in writing to the LESSOR

**VACANT POSSESSION**

11. The LESSEE shall deliver back vacant possession of the SAID PREMISES to the LESSOR immediately upon the termination or expiry of the term of Lease envisaged herein in good and tenantable condition, subject to reasonable wear and tear. Should the LESSEE fail or neglect to hand back vacant possession of the SAID PREMISES as aforesaid, the LESSEE shall be liable to pay a sum of Rs.5,000/- (Rupees Five Thousand only) to the LESSOR per day of default as liquidated damages.



**NOTICES**

12. Any demand for payment or notice requiring to be made or given by either party to the other shall have been deemed to have been sufficiently made or given if sent by that party to the other by registered post at the address mentioned above or, in the event of change, to the address notified. Any demand or notice sent by post shall be assumed to be delivered in the normal course of post. Any change in address shall be notified by either party to the other.

**AMENDMENTS**

13. This Deed may be varied or amended only by mutual Deed, in writing and under the signature of duly authorised representatives of each of the parties hereto.

**AUTHORISATION**

14. The signatories to this Deed personally covenant, that they are each duly entitled and/or authorised to execute this Deed.

**STAMP DUTY & REGISTRATION CHARGES**

15. The stamp duty and registration charges in respect of the registration of this Lease Deed shall be exclusively borne by the LESSEE.

**JURISDICTION**

16. The Parties hereto agree that in case of any dispute arising in connection with this lease. The Courts in Hyderabad will have jurisdiction.

**ARBITRATION**

17. It is agreed that the parties to this Lease Deed shall resolve any dispute that may arise between them by arbitration as per the provisions of the Arbitration and Conciliation Act or any Amendments thereof.

**SCHEDULE**

All the piece and parcel of the land admeasuring Ac.10.00 Gts, situated in Sy.No.403, Shaikpet Village, Jubilee hills, Hyderabad, the said land bounded on the :

- NORTH BY : Property of AHEL
- SOUTH BY : Neighbour's Houses in Film Nagar
- EAST BY : Neighbour's Houses in Film Nagar
- WEST BY : Road

Situated within the Registration District of Hyderabad and the Registration Sub-District of Shaikpet Mandal.

IN WITNESS WHEREOF the parties hereto have signed this Lease Deed on the day, month and year first above written.

**WITNESSES:**

1.

**For APOLLO HOSPITALS ENTERPRISE LTD.**

  
 ...NA REDDY  
**LESSOR**

2.

  
**LESSEE**

**BEFORE THE NATIONAL GREEN TRIBUNAL  
SOUTHERN ZONE, CHENNAI**

**ORIGINAL APPLICATION No. 190 OF 2021 (SZ)**

**IN THE MATTER OF:**

S.Sakthivel  
Salem

Applicant

Versus

Union of India,  
rep. by its Secretary, MoEF,  
New Delhi & Ors.

Respondent(s)

**RUNNING INDEX**

<b>Sl. No.</b>	<b>Particulars</b>	<b>Page Nos.</b>
1.	Report dated 16.03.2022 of the Telangana State Pollution Control Board (Respondent No. 4).	1 – 2
2.	<b>Annexure-A</b> – Detailed Statement on present status of Respondent Nos. 5 to 25.	3 – 6

**Place: Hyderabad**

**Date: 16-03-2022.**

**REPORT OF THE TELANGANA STATE POLLUTION CONTROL BOARD (RESPONDENT No.4) IN OA No. 190 OF 2021 FILED BEFORE THE HON'BLE NGT, CHENNAI BY S.SAKTHIVEL, ENVIRONMENTAL PROTECTION & ANTI-POLLUTION GROUP, R/O.SALEM.**

It is to submit that an Original Application was filed before the Hon'ble NGT, Chennai by S.Sakthivel, Environmental Protection & Anti-Pollution Group, R/o. Salem alleging that the Medical Colleges have not obtained the Environmental Clearances and running the same against the Environmental Laws.

The Hon'ble NGT vide Order dated 27.08.2021 directed the TSPCB to file report. In compliance to the directions of the Tribunal, the TSPCB has filed report dated 11.10.2021.

The Tribunal vide Order dated 01.12.2021 taken on record the report filed by TSPCB. The Hon'ble NGT directed the TSPCB to file further report in the matter.

**In this regard, the following is submitted: -**

- 1) The TSPCB vide letter dated 21.02.2022 has instructed the Regional Officers (ROs) to ensure compliance by the Medical Colleges / Institutions & attached Hospitals operating in the State for applicability of EIA Notification considering date of establishment and also further expansion, if any.
- 2) The TSPCB also instructed to ensure for obtaining Consents as required under Water (Prevention & Control of Pollution) Act, 1974 & Air (Prevention & Control of Pollution) Act, 1981 and obtaining Authorization under BMWM Rules, 2016 and its amendments thereof from time to time with due compliances.

The following is the status of the Consents and Bio-medical Waste Authorization of the Respondent Medical Colleges: -

- i. R5 to R25 except R6, R9 & R24 have obtained consents required under Water (Prevention & Control of Pollution) Act, 1974 & Air (Prevention & Control of Pollution) Act, 1981. R6 & R9 have applied for consents of the Board and the TSPCB is processing the applications.

- ii. R5 to R25 except R6 & R24 have obtained authorization under BMWM Rules. The renewal application of R6 is under process.
- iii. The consent applications and BMW application pertaining to R24 were rejected for increase in the Built-up area of the Hospital component i.e. 41,557 Sq. mts. against earlier application built-up area of 18,737.5 sq.mts and requires to obtain Environmental Clearance under the provisions of EIA Notification, 2006. The TSPCB has forfeited Bank Guarantee of Rs.2.0 Lakhs pertaining to R24 for non-compliance.

The detailed statement on the status pertaining to R5 to R25 is enclosed as **Annexure-I**.

**Date: 16-03-2022.**

**Place: Hyderabad.**

**Sd/-  
MEMBER SECRETARY**

**// T.C.F.B.O //**

*K. S. Reddy*

**JOINT CHIEF ENVIRONMENTAL ENGINEER-II,  
TSPCB, HEAD OFFICE, HYD.**

DETAILED STATEMENT ON STATUS PERTAINING TO RESPONDENTS NO'S 5 to 25

S.No.	Responded	Respondant Name & Address	YEAR OF ESTABLISHMENT	AREA OF CONSTRUCTION (in Sq. Mts)			EC Details	CFO status with details	BMW Authorization with details	Remarks
				College	Hospital	Total				
1	5	M/s. Apollo Institute of Medical Sciences and Research Jubilee Hills	1988	33,240.70	18,023	51,263.7	Established prior to EIA notification 2006 and built-up area of Hospital component is < 20,000 Sq. mts	Issued dt:31.08.2020 valid upto:31.03.2022	Issued dt: 04.12.2017, valid upto:30.06.2022	i. The Medical college and hospital having bed strength of 550 are located side by side. ii. The HCF is having both Consents and Authorisation with validity upto 31.03.2022 and 30.06.2022 respectively. The HCF and College are existing beside each. The HCF has established in the year 1988 and subsequently, they have established medical college after approval of the Medical Sciences.
2	6	M/s. Bhaskar Medical College, Amdapur X road, Yenkapally, Moimabad, Rangareddy District	Aug, 2003	24905	31354	56259	Established prior to EIA notification 2006 and its amendments thereof	Consent applications are under process	Application for renewal of BMW authorisation is under process	i. The Medical college is attached with hospital with 790 beds. ii. A showcause notice issued for operating without obtaining BMW & CFO of the Board vide Notice n 20.09.2021. iii. The HCF applied for CFO & BMW Authorization and the same are under process.
3	7	M/s. Chalmeda Anand Rao Institute of Medical Sciences, Bommakal (V) & Mandal, Karimnagar	2003	23,244	40,055	63,299	Established prior to EIA Notification 2006	Issued dt:09.09.2021 valid upto:31.03.2025	Issued dt:21.10.2021 valid upto:31.03.2025	i. The Medical college is attached with hospital having bed strength of 875. ii. The HCF is having both Consents and Authorisation with validity upto 31.03.2025 and 31.03.2025 respectively.
4	8	M/s. Deccan College of Medical Sciences, DMRL X Road, Santosh Nagar Main Road, Kanchan Bagh, Hyderabad	1984	44036	49052	93088	Established prior to EIA notification 2006 and its amendments thereof	Owaisi hospital Issued dt:17.10.2017 valid upto:31.03.2022	Owaisi hospital Issued dt:17.03.2021 valid upto:31.03.2022	i. The Medical college is attached with owaisi hospital and owaisi hospital having bed strength of 400. ii. The HCF is having both Consents and Authorisation with validity upto 31.03.2022 and 31.03.2022 respectively.
5	9	Dr. V.R.K. Women's Medical College, Teaching Hospital & Research Centre Aziznagar, RR District	10.07.2008 (Earlier, it was reported as 23.10.2018)	13935	9104	23039	The built-up area of the Hospital component is <20,000 sq.mts	Consent applications are under process	Issued dt: 23.08.2019, valid upto:30.09.2023	i. The Medical college is attached with hospital and obtained BMW Authorization for 550 beds. ii. A showcause notice issued to apply for CFO of the Board vide Notice on 20.09.2021. iii. The HCF applied for CFO & BMW Authorization and the same are under process

ANNEXURE I

6	10	M/s. Gandhi Medical College and Hospital, Musheerabad	1954	97104	34897	132,001.0	Established prior to EIA notification 2006.	Issued dt: 03.02.2022 valid upto:31.12.2026	Issued dt: 27.09.2019 valid upto:30.06.2022	i. The Medical college is attached with hospital having bed strength of 1012 and shifted to New Building on 14.06.2006 which are located side by side. ii. The HCF is having both Consents and Authorisation with validity upto 31.12.2026 and 30.06.2022 respectively.
7	11	M/s. Kakatya Medical College super Speciality Hospital, Rangampeta Street, Nizampura, Warangal District	1959	19390	60387	79777	Established prior to EIA Notification 2006	Issued dt:03.02.2022 valid upto 31.01.2027	Issued dt:29.06.2021 valid upto 31.03.2024	i. The Medical college is attached with 02 hospitals in separate premises having bed strength of 1000 & 250. ii. Both the HCFs are having Consents and Authorisations with validities upto 31.01.2027 & 31.03.2024 and 31.05.2026 & 31.05.2026 respectively.
8	12	M/s. Surabhi Institute of Medical Sciences & Multi Speciality Hospital, Sy. No: 302, 303, Mittapally (V), Siddipet (M), Siddipet District	2019	37,501	13,540	51,041.00	Established after EIA Notification 2006 & Built-up Area <20000 Sq.mtrs.	Issued dt:26.11.2021 valid upto:31.10.2026	Issued dt:28.01.2022 valid upto:31.10.2026.	i. The Medical college is attached with hospital having bed strength of 300. ii. The HCF is having both Consents and Authorisation with validity upto 31.10.2026 and 31.10.2026 respectively.
9	13	M/s. Kamini Institute of Medical Sciences, Akkenapally varit Lingotam, Narketpalli, Nalgonda District	1998	38723	41020	79743	Established prior to EIA Notification 2006	Issued dt:05.08.2017, valid upto:31.08.2022 Amendment order Issued dt:07.12.2021, valid upto:31.08.2022 for reduction beds from 1060 to 800 Nos.	Issued dt:02.08.2019, valid upto:31.08.2022 Amendment order Issued dt:29.12.2021, valid upto:31.08.2022 for reduction beds from 1060 to 800 Nos.	i. The Medical college is attached with hospital having bed strength of 700. ii. The HCF is having both Consents and Authorisation with validity upto 31.08.2022 and 31.08.2022 respectively.
10	14	M/s. Mallareddy Institute of Medical Sciences Suraram (V), Quthbullapur (M), Medchal-Malkajgiri District.	2002	6048	14561	20609	Established prior EC notification 2006	Issued dt: 31.01.2018, valid upto:31.07.2022	Issued dt: 06.10.2020, valid upto:31.07.2022	i. The Medical college is attached with hospital having bed strength of 500. ii. The HCF is having both Consents and Authorisation with validity upto 31.07.2022 and 31.07.2022 respectively.
11	15	M/s. Mallareddy Medical College For Women, (Mallareddy Narayana Hospital), Sy.No 138, Main Road, Suraram (V), Quthbullapur (M), Medchal-Malkajgiri District.	2002	9716.45	16956	26672.45	Established prior EC notification 2006	Issued dt: 05.02.2018, valid upto:31.10.2022	Issued dt: 25.06.2018, valid upto:28.03.2023	i. The Medical college is attached with hospital having bed strength of 300. ii. The HCF is having both Consents and Authorisation with validity upto 31.10.2022 and 28.03.2023 respectively.

12	16	M/s. Mamatha Medical College, 4-2-151, Police housing colony, Netaji Nagar, Rotary Nagar, Khammam	1998	15,441	38,415	53,856	Established prior to EIA Notification 2006	Issued dt:23.09.2020, valid upto:31.05.2025	Issued dt:19.12.2020, valid upto:31.05.2025	<p>i. The Medical college is attached with hospital having bed strength of 300.</p> <p>ii. The HCF is having both Consents and Authorisation with validity upto 31.05.2025 and 31.05.2025 respectively.</p>
13	17	Share Medical Care, C/o. Medi Citi Institute of Medical Sciences Sy.No. 93, 98 & 99, Chanpur (V), Medchal (M), Medchal-Malkajgiri District.	Oct-93	33851	27563	61414	Established prior EC notification 2006	Issued dt:29.01.2018, valid upto:31.12.2022	Issued dt: 02.08.2019, valid upto:31.12.2022	<p>i. The Medical college is attached with hospital having bed strength of 500.</p> <p>ii. The HCF is having both Consents and Authorisation with validity upto 31.12.2022 and 31.12.2022 respectively.</p>
14	18	M/s. MNR Medical College & Hospital, Fasalvadi (V), Sangareddy (M), Sangareddy District	2001	16640	18057	34697	Established prior to EIA Notification 2006	Issued dt:16.03.2020, valid upto:31.12.2024	Issued dt:04.12.2017, valid upto:30.11.2022	<p>i. The Medical college is attached with hospital having bed strength of 600. in separate buildings.</p> <p>ii. The HCF is having both Consents and Authorisation with validity upto 31.12.2024 and 30.11.2022 respectively.</p> <p>iii. Earlier, the Board issued showcause notice on 04.08.2017 &amp; 07.12.2017 and also invoked Bank Guarantee of Rs. 2.0 Lakhs on dt.16.07.2018 for non-compliance of CFO conditions.</p>
15	19	M/s. Osmania Medical College & Hospital, Afzalgunj, Hyderabad.	1919	53,400	80425	133,825.0	Established prior to EIA notification 2006.	Issued dt: 03.02.2022, valid upto:31.12.2026	Issued dt: 18.02.2021, valid upto:31.03.2025	<p>i. The Medical college and hospital having bed strength of 1168 are located separately.</p> <p>ii. The HCF is having both Consents and Authorisation with validity upto 31.12.2026 and 31.03.2025 respectively.</p>
16	20	M/s. Prathima institute of Medical sciences, Nagunur, Karimnagar	2001	2987	7422.22	10409.22	Established prior to EIA Notification 2006 & Builtup Area is <20,000 sq. Mts.	Issued dt:01.05.2019, valid upto:31.03.2023	Issued dt:30.05.2019, valid upto:31.03.2023	<p>i. The Medical college is attached with hospital having bed strength of 1140.</p> <p>ii. The HCF is having both Consents and Authorisation with validity upto 31.03.2023 and 31.03.2023 respectively.</p>
17	21	M/s. Rajiv Gandhi Institute of Medical Sciences (RIMS), M/s. Rajiv Gandhi Institute of Medical Sciences (RIMS) Super Speciality Hospital. Adilabad	2000  2022	25251	17864  19749	43115  19749	The built-up area of the Hospitals which are located in the different premises is <20,000 sq.mts	Issued dt:18.02.2022, valid upto:31.01.2027  Issued dt:14.12.2021, valid upto:30.11.2026	Issued dt:21.02.2022, valid upto:31.01.2027  Issued dt:19.02.2022, valid upto:30.11.2026	<p>i. The Medical college is attached with 02 hospitals in separate premises having bed strength of 500 &amp; 220 located in different premises.</p> <p>ii. Both the HCFs are having Consents and Authorisations with validities upto 31.01.2027 &amp; 31.01.2027 and 30.11.2026 &amp; 30.11.2026 respectively.</p>

18	22	M/s. SVS Medical college & Hospital, Yengonda, Mahabub nager	1997	10,219.33	6968	17,187.3	Established prior to EIA notification 2006.	Issued dt: 15.02.2022, valid upto:31.10.2026	Issued dt: 19.02.2022, valid upto:31.10.2026	i. The Medical college is attached with hospital having bed strength of 900 and located side by side. ii. The HCF is having both Consents and Authorisation with validity upto 31.10.2026 and 31.10.2026 respectively.
19	23	M/s. Shadan Institute of Medical Sciences, Chevella Road, Peerancheru, Hyderabad	Jun-03	14864	11892	26756	Established prior to EIA notification 2006 and its amendments thereof	Issued dt: 07.02.2022, valid upto:31.05.2023	Issued dt: 31.03.2018 valid upto:30.09.2022	i. The Medical college is attached with hospital with 750 beds. ii. The HCF is having both Consents and Authorisation with validity upto 31.05.2023 and 30.09.2022 respectively.
20	24	M/s. Dr. Patnam Mahender Reddy Institute of Medical Sciences, Chevella (V&M), Rangareddy District	June' 2012	6391.44	41557.5	47948.94	EC Not obtained. The Board rejected CFO application as the Built-up area of the Hospital component is 41,557 Sq mts. against earlier application built-up area of 18,737.5 sq.mts and requires to obtain Environmental Clearance under the provisions of EIA Notification.	Applied for CFO renewal and the Board rejected the application on 18.02.2022 as the Built-up area of the Hospital component is 41,557 Sq mts. against earlier application built-up area of 18,737.5 sq.mts and requires to obtain Environmental Clearance under the provisions of EIA Notification.	Application for renewal of BMW authorisation was rejected	i. The Medical college is attached with hospital having 500 beds. ii. The Medical college has applied for renewal of CFO of the Board. The Board rejected the CFO & HWA application on 18.02.2022 as the Built-up area of the Hospital component is 41,557 Sq mts. against earlier application built-up area of 18,737.5 sq.mts and requires to obtain Environmental Clearance under the provisions of EIA Notification. iii. The bank Guarantee of Rs.2.0 Lakhs was also forfeited for the non-compliance.
21	25	M/s. Kamini Academy of Medical Sciences and Research Centre, LB Nagar, Hyderabad.	Oct' 2020	Medical College: (2 Basements + Ground Floor + 7 Upper Floors)	Hospital Building: "2 Callers + Ground Floor + 7 Upper Floors" for 560 Beds.	40403 Sq. Mtrs	SEIAA/AP/RRD-411/2013, dated 25.10.2013	Issued dt: 16.08.2021 valid upto:31.03.2025	Issued dt: 26.08.2021 valid upto:31.03.2025	i. The Medical college has obtained EC for establishment of medical college and Hospitals with bed strength of 560. ii. The HCF is having both Consents and Authorisation with validity upto 31.03.2025 and 31.03.2025 respectively.

**BEFORE THE HON'BLE  
NATIONAL GREEN TRIBUNAL  
SOUTHERN ZONE AT CHENNAI**

**O.A. No. 190 of 2021(SZ)**

S.Sakthivel

...Applicant

Versus

MOEF&CC,  
Rep. By its Secretary to Govt.,  
New Delhi & Ors.

...Respondents

**AFFIDAVIT-IN-REPLY ON BEHALF OF  
5<sup>TH</sup> RESPONDENT**

**M/s Maimoona Badsha**

Ruth Celestina. A

Juhi Tiwari

Vinita Rathore

T.Vennila

Counsel for 5<sup>th</sup> Respondent

No. 276, Addl. Law Chambers,  
Madras High Court Campus, Ch – 104

**BADSHA LEGAL**  
21D, TVH Triveni, C.V Raman Road,  
Alwarpet, Chennai-600018

Ph: 9680040589/9176090802