

**BEFORE THE NATIONAL GREEN TRIBUNAL**

**SOUTHERN ZONE, CHENNAI**

**Original Application No.192 of 2021 (SZ)**

**IN THE MATTER OF:**

Human Rights & Consumer Protection Cell Trust .. Applicant(s)

**Versus**

The State of Telangana and 9 Ors. .. Respondent(s)

**AFFIDAVIT FILED BY THE 10<sup>TH</sup> RESPONDENT**

I, Vemulamada Kumara Swamy, son of Sri Vemulamada Chiranjeevi Rao, aged about 51 years, and residing at H. No: 5-1786, Gokul Plots, near 9<sup>th</sup> Phase, KPHB Colony, Kukatpally, Hyderabad- 500 072, do hereby solemnly and sincerely affirm and state as follows: -

1. I am the 10<sup>th</sup> Respondent herein and I am aware of the facts stated hereunder and by that same virtue, I am also filing the present affidavit.
2. At the outset, the various allegations made by the Petitioner are hereby denied save and except those that are expressly admitted herein. The Petitioner is put to strict proof of various averments made in the stay Petition.



*x V. Vemulamada Swamy*

3. At the outset I submit that the above Petition is neither maintainable in law or on facts. I submit that the above Petition has been filed with malafide intention to bring the affairs of the 10<sup>th</sup> Respondent business to a grinding halt. I submit that no grounds have been made out in the Petition for the grant of any relief prayed for in the Petition. I deal with the main allegations in the Petition as under.

4. Before going in to the merits of the case, this Respondent would bring to the notice of this Hon'ble Tribunal with regard to certain factual aspects:

***Brief Facts of the Case***

4.1) A land extent, admeasuring around Acres 17.10 cents, situated in the village panchayat limits of Ameenpur, was acquired by one Gunateja Infrastructure Private Limited, having its registered offices at Premises No 3-61, Ameenpur Village and Mandal, Sangareddy District, Telengana, Represented by its Managing Partner Sri Gali Anil Kumar (aged about 47 years), S/o Sri Gali Shanker, developed and promoted the said land extent into layouts by delineating it to around 400 individual plots of various extent.

4.2) The 400 and odd individual plots in turn sold by Gunateja Infrastructure Private Limited, in his capacity as a promoter, to various individuals over a time period. Needless to say, the responsibility of developing the necessary and the ground infrastructure, pertaining to rainwater management, sanitation, drainage, sanitation and sewerage



X V. Jyotsna Suresh

systems that connect to the common system, also squarely fell within the scope of the responsibilities of the promoter.

4.3) While Gunateja Infra developed, promoted and sold the plotted land extent of Acre 17.10 Guntas aforementioned, the land parcels in the adjoining vicinity was developed by other players, one of whom also happened to Respondent No 9.

4.4) Amidst this context , the Respondent states its maiden involvement in this whole episode for the first time, whereby it was courted with a potential business opportunity, for the development of a considerable number of plots, to the extent that its contractual obligation pertained only to the construction of the actual residential dwelling space (loosely and popularly referred to as Home), subject to the requisite approvals secured by the individual plot owners.

4.5) The Respondent states it developed around 100 plots on the basis mentioned supra, where it was only responsible for the construction of the actual living space while also providing the necessary drainage and sanitation lines that leave from the home to the common system. While around 10 plots were acquired by the Respondent prior to its sale and development as homes to its final owners, the remainder of the projects were

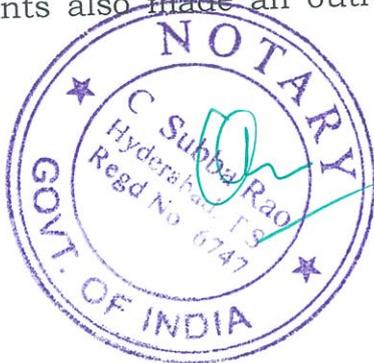


X V. Kumar Sanyal

purely agreements to just construct homes on approved plots (around 90 such) already purchased by other other plot owners. However, in both the scenarios, the obligations of the Respondent was only limited to the construction of the homes. A perusal of some of the work order with the plot owners would reveal that the contractual obligations of the 10<sup>th</sup> Respondent was solely limited to construction of homes in the mode mentioned above.

4.6) Subsequently, the applicants , vide Original Application 192 of 2021, much to our dismay, had filed the same before the Honorable National Green Tribunal, South Zone Bench at Chennai. The application, had imputed environmental violations pertinent to construction of buildings by way of encroachment and obstruction of natural water bodies directly and indirectly concerning Survey Nos 315, 316, 317, 318, 319, 343/3, 350, 351, 352, 353, 376, 375, 395, 396.

4.7) The Applicants, Inter-Alia, in para 4.8 of its application, had alleged that Respondent no 10 had developed the venture with roads, electricity and drainage belonging to the 2<sup>nd</sup> Applicant. Further, the Respondent was also imputed with the allegation of non-completion of proper sewerage system, septic tank and Sewerage Treatment Plan, which in turn supposedly caused the pollution of Bandamkommu Cheruvu Water Body. Further, the applicants also made an outrageous claim that the 10<sup>th</sup> Respondent had



*C. Subbarao*



7. This Respondent states that the original land extent that comprises the plots on which the Respondent built the homes was originally under the land jurisdiction of the Ameenpur Village Panchayat Union. Subsequently, post expansion of municipality limits, this land was included and covered in Ameenpur Municipality. The land extent was then developed, delineated as plots and then sold to prospective buyers by Gunateja Infrastructure Private Limited. Further, the Respondent states that in the Building Permit Orders granted by the Ameenpur Municipality, the owners of the plot and the house have paid development charges, within whose ambit completion of sewerage related works also falls. This Respondent substantiates on this particular point in order to impart that if at all there is someone liable to be held for incompleteness of the sewerage related works, it has to be either Gunateja Infrastructure Private Limited or the authorities concerned with the Ameenpur Municipality. As far as the duties of the Respondent are concerned, it pertains to only laying of the drainage drains that connect to the common system, which it has dutifully completed from its end.

8. This Respondent states that it also begs to differ from the findings of a Joint Inspection Report filed by the Joint Committee as the same is devoid of merits.

9. This Committee was formed upon the directions of this Hon'ble Tribunal, vide a previous order dated 27.08.2021 subsequent to OA 192/2021 filed by the applicants, to probe into the genuineness of



x V. K. Suresh

allegations of the applicants & inspect the area in question & submit a factual as well as ATR (Action Taken Report), if any violation found. Subsequently, the findings of the Joint Committee report holds the Respondent no 10 liable for alleged incompleteness of sewerage related works.

10. This Respondent states it respectfully disagrees with some the findings of the Joint Inspection Report, to the extent that the report pins the responsibility of the completion of the sewerage related works upon Respondent No 10. Further, the report also goes on to attribute encroachments on the part of this Respondent on grounds of allegedly undertaking partial constructions that obstruct the flow of the surplus stream/buffer zone.

11. The Respondent wishes to categorically dismiss the findings as erroneous and misleading and attributes the inaccurate findings to a lack of a holistic understanding on part of both the applicants as well as the committee that undertook the Joint Inspection.

12. This Respondent also respectfully disagrees with yet another finding of the Joint Inspection Report, to the extent of construction of houses undertaken on surplus stream/buffer zone. Following is the excerpt of the report that the Respondent disagrees with;



x V. J. Sumanthy

*“ .....Further in Sy. Nos. 350 & 351 of Ameenpur (V) one Sri Vemulamada Kumara Swamy has constructed 3 individual residential buildings which are partly affected in surplus channel/ Buffer Zone.”*

The Respondent states that, the Joint Inspection Report, by its own admission, defines it as a surplus stream/buffer zone, which on plain interpretation, would be understood by the Honorable Tribunal, that this neither amounts to obstruction nor encroachment of a natural water channel or body or nala. Further, the Respondent seeks the direction of this Honorable Tribunal, to the authorities concerned, whereby the onus of proving the impugned extent as natural water body, is done by way of showing the equivalent of a Revenue record or village map, that shows the impugned space between the Sy Nos 350 & 351 as a Nala.

13. This Respondent begs to differ with yet another finding of the report, which acts as a sort of an endorsement of a misleading allegation previously levelled by the applicants, which points to a purported written undertaking given by the 10<sup>th</sup> Respondent to the 2<sup>nd</sup> applicant, vis a vis the completion of the sewerage related works. This Respondent once again wishes to reemphasize the earlier said point, vis a vis that it merely acted in the capacity of a contractor. Further, the Respondent prays before this Honorable Tribunal to direct the applicants as well as the joint inspection committee, to show a single document where this Respondent has given this so called undertaking for the completion of the sewerage related works. The



*V. Vemulamada*

work order entered in to between the 10<sup>th</sup> Respondent and the individual plot owner would prove that alleged construction of STP or Septic tank would not fall under this Respondent's purview.

14. This Respondent also wishes to bring to the notice of this Honorable Tribunal a judgement passed by the Court of Principal Junior Civil Judge-Cum-Judicial First Class Magistrate: Sangareddy in Original Suit no 380/2019. The brief facts of the case pertains to one of the plot owner (the applicant in the suit) in Survey No 353 (part of the Joint Inspection Exercise), whereby the applicant has with convincing facts on hand, clearly demonstrated high handedness of the development authorities, in a forceful attempt to create a Nala using a JCB, thereby creating an artificially formed Nala with a possible intent to masquerade it as a Natural Nala. However, the learned Judge has granted the following;

*"....granting perpetual injunction restraining the defendants, their henchmen, agents, workers, servants and any other persons claiming through under their names from interfering into the peaceful possession and enjoyment and from trying to forcefully dispossess the plaintiff from the suit schedule property, in the interest of justice"*

The same has also been observed and recorded by the Joint Committee in the Joint Inspection Report, vis a vis Survey No 353.



X V. Kumar Sanyal

15. Amidst this rather convoluted and perplexing situation, that the Respondent finds itself in for no fault of it, the Respondent states that the current imbroglio has led to the stalemate of a few other projects on the adjoining land parcels, whereby the Respondent has been unable to continue on its previously committed residential projects, thus leading to a significant loss of revenue, livelihood and reputation. Not to mention the mental distress that this Respondent has been subjected to.

16. In this context and backdrop, the 10<sup>th</sup> Respondent, prays for justice to be doled out by this Honorable Tribunal by way of exonerating this Respondent of the liability which arose from the wrongful allegations of levelled by the applicants as well as the Joint Inspection Report.

Solemnly affirmed at Hyderabad |

on this the 25<sup>th</sup> day of November, |

2021; and signed his name in |

my presence. |

*x V. Kumar Swamy*

BEFORE ME

*C*  
**C. SUBBA RAO, B.Com, LL.B**  
 ADVOCATE & NOTARY  
 Apptd. by Govt. of India, Reg.No: 6747  
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 Kukatpally, Hyderabad-500 072, T.S., India.  
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25 NOV 2021

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**AFFIDAVIT FILED BY THE 10<sup>th</sup>**  
**RESPONDENT**

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**M/s.S.RAJMAKESH** (E.No.2471/2005)  
**P.HARIVETTRISELVAN** (Ms.No.3328/16)  
**R.ANANTHAKUMAR** (D.No.1251/2020)  
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