

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

IN

ORIGINAL APPLICATION No.229 OF 2020

IN THE MATTER OF:

Tribunal on its own motion

...APPLICANT

VERSUS

Union of India & 7 Others

...RESPONDENTS

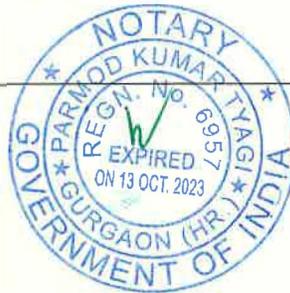
**AFFIDAVIT ON BEHALF OF FIELDCORE SERVICE SOLUTIONS INDIA
PRIVATE LIMITED**

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| 5. | Annexure R-8/4: Copy of the Agreement between Mrs Bawra and FieldCore Service Solutions Private Limited dated 15 September 2021. | |

PLACE: CHENNAI

DATE: ____ March 2022



COUNSEL FOR FIELDCORE SERVICE SOLUTIONS INDIA PVT LTD



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

In

ORIGINAL APPLICATION No.229 OF 2020

IN THE MATTER OF:

Tribunal on its own motion – SUO MOTU
Based on the news item in the New Indian Express Newspaper,
E-paper Edition dated 03.10.2020, "Gas turbine explodes at Power plant, 15
injured."

...APPLICANT

VERSUS

1. Union of India

Represented by its Secretary
Ministry of Environment, Forest & Climate Change
Indira Paryavaran Bhawan,
Jorbagh Road, New Delhi – 110 003

2. Central Pollution Control Board,

Represented by its Chairman,
Parivesh Bhawan, East Arjun Nagar,
Shahadra, Delhi – 100 032

3. The Principal Secretary to Govt. of Karantaka,

Forest, Environment and Ecology Department,
Government Secretariat, Room No. 708,
7th Floor, Gate No. 4, M.S. Building,
Bengaluru – 560 001.

4. Karnataka State Pollution Control Board

Represented by its Chairman,
Parisara Bhawan, #49, 4th & 5th Floor,
Church Street, Bengaluru – 560 001.

5. Karnataka Power Corporation Limited,

Represented by its Managing Director,
No. 82, Shakti Bhavan,
Race Course Road, Bengaluru – 560 001.

6. The Deputy Commissioner & District Magistrate,

Bengaluru Urban District,
Kempgowda Road, Behind Kandaya Bhavan,
Bengaluru Urban District, Bengaluru – 560 009.

7. Bruhat Bengaluru Mahanagara Palike,

Represented by its Commissioner,
Head Office, Corporate Circle,



Bengaluru – 560 001.

8. FieldCore Service Solutions India Private Limited

Represented by its Human Resource Manager

A-18, First Floor, Okhla Industrial Phase –II,

New Delhi – 110 020.

.... RESPONDENTS

**AFFIDAVIT ON BEHALF OF FIELD CORE SERVICE SOLUTIONS INDIA
PRIVATE LIMITED – RESPONDENT NO 8**

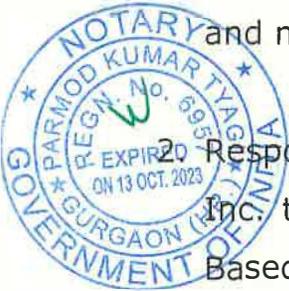
I, Chandrakant Parmar, s/o Awdesh Singh Parmar, aged about 34 years, working as Human Resource manager at FieldCore Service Solutions India Private Limited (hereinafter referred to as "**Respondent No 8**"), presently at D8-202, Sare Homes, Sector 92, Gurgaon – 122505, Haryana, do hereby solemnly affirm and declare as under:

1. I have been authorised by Respondent No 8 to act on their behalf in the captioned case. I state that I am aware of and conversant with the compensation paid to Respondent No 8's employees, and as such am competent to swear the present affidavit. A copy of the Power of Attorney authorising me to act on behalf of Respondent No 8 is appended hereto and marked as **Annexure R-8/1**.

2. Respondent No 8 was engaged as a sub-contractor by GE International Inc. to provide advisory services in the commissioning of the KPCL Gas Based Power Plant at Yelahanka, Bengaluru (hereinafter referred to as the "**KPCL plant**"). It is my understanding that GE International Inc. was a sub-contractor of BHEL which was in turn contracted by KPCL to construct and commission the KPCL plant.

3. It is my understanding that the other Respondents and the Investigation Committee constituted by the Hon'ble Tribunal have appraised the Hon'ble Tribunal of the details of the incident of fire at the KPCL plant at 2:52am on 2 October 2020.

4. It is my understanding that the scope of the Hon'ble National Green Tribunal's enquiry in relation to Respondent No 8 is limited to the compensation paid to its injured and deceased employee in relation to the



incident. The adjudication of the payment of adequate compensation is within the jurisdiction of the Commissioner constituted under the Employees' Compensation Act 1923 in Bengaluru and Respondent No 8 has already submitted to the jurisdiction of the Commissioner and paid compensation in line with the directions of such Commissioner. Without prejudice to the same, I am nevertheless sharing these details so as to assist the Hon'ble National Green Tribunal in its timely and efficient disposal of its enquiry made of Respondent No 8 and in a spirit of cooperation.

5. 2 employees of Respondent No 8 were affected by the incident. Out of these 2 employees, Balraj Singh Bawra who was employed as a Lead Technical Field Advisor at the KPCL plant and he sustained burn injuries due to the fire. He was rushed to Victoria Hospital for treatment immediately after the incident, but he tragically succumbed to his injuries on 5 October 2020 at around 4am. Respondent No 8 duly informed the Sub Divisional Magistrate, Bengaluru City and the death certificate dated 2 December 2020 is appended hereto and marked as **Annexure R-8/2**.

6. As the accident that led to Mr Bawra's death occurred in the course of his employment, he was entitled to compensation under the Employee's Compensation Act 1923. In order to adhere to its statutory obligations, Respondent No 8 initiated proceedings before the Court of Small Causes and Commissioner for Employee's Compensation (hereinafter referred to as the "**Commissioner**") under the Employee's Compensation Act 1923 and Karnataka Employee's Compensation Rules 1966 in March 2021.

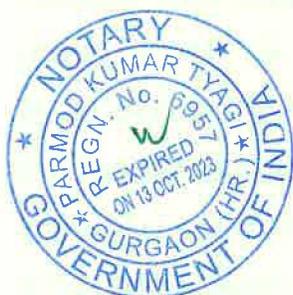
7. I state that in accordance with Notification number S.O. 71E notified under Section 4(1B) of the Employee's Compensation Act 1923, which provides that ₹15,000 is to be considered as wages for the purposes of computation of compensation under the Employee's Compensation Act 1923, Respondent No 8 deposited a sum of ₹14,01,750/- (Rupees Fourteen Lakhs One Thousand Seven Hundred and Fifty Only) before the Commissioner.

8. There was a hearing before the Commissioner on 4 January 2022 where the Commissioner disbursed the compensation amount in the following manner: 50% to the deceased's parents and 50% to the deceased's wife and child. A certified copy of the order of the Commissioner discharging



Respondent No 8 and providing details of the compensation paid to the dependants of Mr Bawra is appended hereto and marked as **Annexure R-8/3**.

9. I state that with the deposit of this compensation, Respondent No 8 was discharged of its liability but in addition to the payment made above, Respondent No 8 made an additional ex-gratia payment of ₹30,43,037/- (Rupees Thirty Lakhs Forty Three Thousand and Thirty Seven Only) on 14 December 2020 to the wife of Mr Bawra.
10. Respondent No 8 has also set up a Life Annuity Plan and an Education Plan at a total cost of ₹38,00,000 (Rupees Thirty Eight Lakhs Only) for the benefit of the wife and child of Mr Bawra. An agreement recording these payments made to the wife of Mr Bawra is appended hereto and marked as **Annexure R-8/4**.
11. I state that a total payment of ₹82,44,787/- (Rupees Eighty Two Lakhs Forty Four Thousand Seven Hundred and Eighty Seven Only) has therefore been made/provided to the dependants of the deceased, Mr Bawra.
12. In addition, Mr Ashok Kumar Periathambi employed as a Technical Field Advisor suffered injuries as a result of the accident. Mr Periathambi suffered minor injuries and was on medical leave for 2 months before returning to work. He is still employed with Respondent No 8;
13. I trust that the details pertaining to the compensation paid to Respondent No 8's affected employees is adequate and that Respondent No 8 may accordingly be discharged from these proceedings.



VERIFICATION

I, the above named Deponent, do hereby verify that the contents above are true and correct based on the official records of Respondent No 8 maintained in the regular course of business and based on the legal advice received from counsel and believed to be true and correct, no part of it is false and nothing material has been concealed there from.



VERIFIED AT GURUGRAM ON THIS THE DAY OF MARCH 2022



DEPONENT

Date : ___ March 2022

Place : Gurugram



ATTESTED

PARMOD KUMAR TYAGI
Advocate & Notary Public
Gurgaon, Haryana (India)
11 MAR 2022



Entered vide Sr. No. ³⁵⁵.....at
Page No. ⁴⁷.....on dated ¹¹⁻³⁻²⁰²²
in my Notarial Register



FIELD CORE SERVICE SOLUTIONS INDIA PRIVATE LIMITED

POWER OF ATTORNEY

FIELD CORE SERVICE SOLUTIONS INDIA PRIVATE LIMITED, a Company organised and existing under the laws of The Republic of India and Company Number U74210DL2005TC133001, with its registered office located at A-18, First Floor, Okhla Industrial Phase II, New Delhi - 110020, India (the "**Company**") hereby appoints:

Chandrakant Parmar, a citizen of the Republic of India, born in Kanpur, Uttar Pradesh, India on July 29, 1987, with Passport No. R5324992 issued on November 06, 2017, with a home address of D8-202, Sare Homes, Sector 92, Gurgaon, Haryana, India 122505, as its true and lawful Attorney-In-Fact ("**Attorney-in Fact**") granting him full individual power and authority in the name and on behalf of the Company to do the following in accordance with the Company's policies and procedures.

1. To approve, execute and deliver any documentation including but not limited to any Human Resource transaction letters and contracts and all that this may encompass on behalf of the Branch.

The following provisions shall govern this Power of Attorney:

1. The authority granted by this Power of Attorney is effective from the date of execution and will remain in effect until midnight on 5 January 2024 unless expressly revoked or amended from the date of execution hereof.
2. The authority granted by this Power of Attorney will automatically cease upon termination of employment or business relationship with FieldCore.
3. This Power of Attorney does not confer any rights of delegation.
4. This Power of Attorney does not permit the holder to enter into any borrowing or other similar transaction on behalf of the Company which will result in indebtedness or other similar financial obligation on the part of the Company.
5. Nothing in this Power of Attorney authorizes the above-mentioned person to give or offer any bribe or facilitating payment on behalf of the Company.

Governing law

This Power of Attorney shall in all respects be interpreted in accordance with and governed by the laws of the Republic of India.

IN WITNESS WHEREOF this Power of Attorney is executed in Gurgaon, India on the 6th day of January Two Thousand and Twenty-Two.



Amit Sawalika
New Delhi

Amit Sawalika
Director
FieldCore Service Solutions India Private Limited

True Copy





ਪੰਜਾਬ ਪੰਜਾਬ PUNJAB

AGREEMENT

N 079662

THIS AGREEMENT is executed at Amritsar on this 15 day of September 2021

BETWEEN

1. FieldCore Service Solutions International India Private Limited, a company registered under the Companies Act 1956 and having its registered office at A-18, First Floor Okhla Industrial Phase II, New Delhi – 110020 (hereinafter referred to as "the Company" which expression shall mean and include all its affiliated entities);

AND

2. Smt. Amandeep Kaur Matharu (hereinafter referred to as the "Second Party"), an Indian resident and aged around 35 years, wife of Late Shri Balraj Singh Bawra and residing at H No. 9268, Gali No. 03, Bazar No. 06, Guru Nanak Pura, Kot Baba Deep Singh, Amritsar, Punjab – 143001;

Each a Party and together, the Parties.

WHEREAS

A. The Company is involved in engineering activities in India.

The Company engaged Mr Balraj Singh Bawra under a contract of employment dated 12 December 2017 as a "Lead Technical Field Advisor" pursuant to which Mr Bawra was posted at the KPCL Gas Based Power Plant in Yelahanka, Bengaluru.

On 2 October 2020 at around 2:30am, an unfortunate fire occurred at the Power Plant due to which Mr Bawra sustained burn injuries. He was admitted at Victoria Hospital for treatment immediately after the accident but succumbed to his injuries on 5 October 2020 at around 4am.



Amandeep Kaur
15 Sep 2021

Amrit
12th Oct 21

Page 1 of 4



- D. Mr Bawra's dependants include his wife, the Second Party and their 5 year old son, Master Sahaypreet Singh (hereinafter referred to as the "Son"), who is under the natural care and legal guardianship of the Second Party.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL AGREEMENTS SET FORTH IN THIS AGREEMENT AND FOR GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. To ensure the continued welfare of the Second Party and the Son after Mr Bawra's unfortunate demise, the Company, voluntarily and in good faith paid an ex-gratia sum of ₹30,43,037 to the Second Party. By this Agreement, the Second Party acknowledges the acceptance of this amount.
2. The Company has further decided to assist the Second Party in obtaining the benefit of two Life Insurance Annuity Plans from ICICI Prudential Life Insurance Company. In order to obtain these plans, the Company has agreed to make a total payment of ₹38,00,000 to the Second party, provided that this payment is used exclusively for the purposes of obtaining Life Insurance Annuity Plans and payment of premium thereof, in the following manner:
 - a. ₹15,00,000 towards premium under Guaranteed Pension Plan, (Life Annuity Pension plan) with monthly pay-outs for the Second party; and
 - b. ₹23,00,000 towards premium under Education plan for the Son comprising: (i) ₹16,50,000 towards the Single Signature PayPlan with lock in period of 5 years and post systematic withdrawals at discretion; and (ii) ₹6,50,000 towards fixed deposits with ICICI bank with first withdrawal in September 2021, then in March 2022, 2023, 2024, and 2025 with pay-out of ₹1,30,000 every year.
3. Under the Life Annuity Pension plan, monthly payments will be received by the Second Party to maintain the day to day living expenses, and under the Education plan, yearly payments will be received by the Second Party along with discretionary systematic withdrawals after 5 years, which shall be utilised solely for payment of the fees of the Son, for the entire term of the Annuity Plan.
4. The Company hereby undertakes to pay a sum of ₹38,00,000 (hereinafter referred to as the "Company Funds") to the Second Party, towards the premium of the Annuity Plans under the condition that the Second Party utilises this payment only for the aforesaid purpose.
5. The Second Party hereby undertakes that she shall only use the Company Funds solely towards deposit of premium of the Life Insurance Annuity Plans, and acknowledges that any deviation in utilisation of the Company Funds for any purpose other than stated in this Agreement, will constitute a material breach of the Agreement, and will thereby entitle the Company to terminate the Agreement and revoke the benefits provided thereunder.

The Second Party acknowledges that the payments received by the Second Party and the Son under this Agreement do not constitute an admission of liability or wrongdoing, but is an effort to render assistance to the Second Party by the Company.

7. This Agreement shall become effective as on the date of its execution and shall continue in effect until the payment of the premium for the Annuity Plans, when all obligations of the Parties hereto with respect to this Agreement would be deemed to have been satisfied.
8. The Parties undertake to execute all documentation necessary to give effect to the terms of this Agreement.

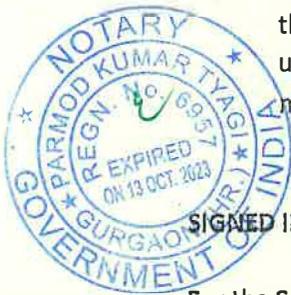


Ananddeep Kaur
15 Sep 2021



Anand
12th Oct 21

9. This Agreement may be varied or modified by the written agreement of the Parties.
10. Any notice, request, demand, approval or other communication to be given or made under or in connection with this Agreement (each a "Notice" for the purposes of this clause) shall be in writing and signed by or on behalf of the Party giving it and shall be sent or delivered to the Party to be served at the registered addresses set out in the parties introduction clause at the beginning of this Agreement.
11. The Second Party agrees to keep the subject matter of this Agreement confidential subject to the following limitations:
 - a. They may be disclosed to the extent required by law, regulations and rules;
 - b. To enable enforcement of this Agreement; and
 - c. With the prior written consent of the Company.
12. If any provision of this Agreement shall be held to be illegal or unenforceable whether in whole or in part or in relation to any Party to the Agreement, the validity and enforceability of the remainder of the Agreement, or its validity and enforceability as against any other Party, shall not be affected.
13. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation, shall be governed by, and interpreted in accordance with the Laws of India.
14. The Parties agree that the Courts of New Delhi, India have exclusive jurisdiction to settle any dispute which may arise in connection with the validity, effect, interpretation, or performance of, or the legal relationships established by, this Agreement or otherwise arising in connection with this Agreement.
15. In case a legal dispute arises out this Agreement, the Parties shall bear their own legal costs.
16. In the event either Party is unable to perform its obligations under the terms of this Agreement because of acts of God, strikes, a global or local pandemic, or damage reasonably beyond its control, or other causes reasonably beyond its control, such Party shall not be liable for damages to the other for any damages resulting from such failure to perform or otherwise from such causes.
17. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof.



SIGNED IN ACCEPTANCE HEREOF BY

For the Second Party
(Smt. Amandeep Kaur Matharu)

Amandeep Kaur
15 Sep 2021

[Signature]
12th Oct 21

For the Company
(Authorized Director)

Witnesses

1- *[Signature]*

2- Caroline Werunga
13 October 2021

[Signature]



CF-50/-

CR - 798/21
10/01

Adv for Appl
Mirji

Order Sheet

In the Court of: Chief Judge, Court of Small Causes
BENGALURU

FR No. : ECA/92/2021

Registration No.: ECA/93/2021

Petitioner

Vs

Respondent

1) FIELD CORE SERVICE SOLUTIONS INTERNATIONAL INDIA PVT LTD.,

1) AMANDEEP KAUR MATHARU

- 2) SAHAYPREET SINGH
- 3) SUKHA DEV SINGH BAWRA
- 4) GURSHARAN KAUR
- 5) SPECIAL TAHASILDAR

Nature of Case: Workman Compensation Cases/Death

Provision of Law: U/S 8 of 1 of the Workmen's Compensation Act 1923 ECACT

Advocate For Petitioner Sh./Smt. : CHINMAY. J. MIRJI

Date of Filing : 04-12-2021

Date of Registration : 04-12-2021

Relief :

PLEASED TO ACCEPT THE PAYMENT OF RS. 14,01,750/- (RUPEES FOURTEEN LAKHS ONE THOUSAND AND SEVEN HUNDRED FIFTY ONLY) IN FULFILMENT OF THE APPLICANTS LIABILITY UNDER THE EMPLOYEES COMPENSATION ACT, 1923 AND ISSUE A RECEIPT. IT IS ALSO PRAYED THAT THIS COURT ORDERS THE DISBURSEMENT OF 14,01,750/- (RUPEES FOURTEEN LAKHS ONE THOUSAND AND SEVEN HUNDRED FIFTY ONLY) TO THE RESPONDENTS, BEING THE COMPENSATION PAYABLE BY THE APPLICANT AS PROVIDED FOR UNDER SECTION 8(1) OF THE EMPLOYEES COMPENSATION ACT, 1923. COURT MAY BE PLEASED TO DISBURSE THE COMPENSATION TO THE DEPENDENTS OF THE DECEASED IN THE INTEREST OF JUSTICE AND EQUITY.

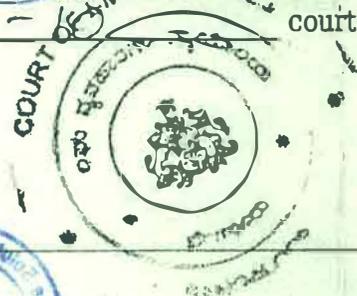
Date of Cause of Action : 02-10-2020

| Purpose | Mode | Bank Name | Amount |
|--|----------------------------|-----------|--------|
| Receipt No. : 41125/2021-2022 Date : 04-12-2021 | Court Fee on pe... Cash | | 10.00 |
| Receipt No. : 41125/2021-2022 Date : 04-12-2021 | Process Fee Cash | | 55.00 |

CAO/CMO



Registered and Put up/ Made Over this case to the
SCCH - 15 court for disposal according to law.



P. M. Matharu
Chief Judge, Court of Small Causes
BENGALURU
22/12/21

Sr.No. Date
#9: 08/12/21

Proceedings



8/12/21
P - CSM.

Issue notice to PSM

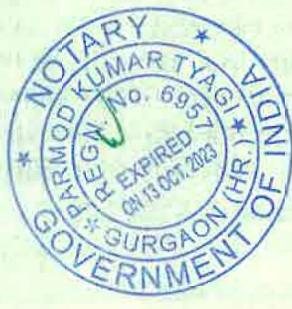
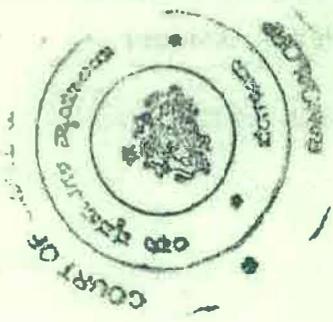
Feb
13/12
notice back
kept in file

4/11
AB
8/12

4/1/22
P - CSM
N.H.G. K.R.I. K.R.S.
daily school

F.O. is on ~~leave~~ ^{Training} Call on

Addl. Judge
Court of Small Causes
I/C, Bangalore.



True Copy



CA 13/21

Sri RK filed vakalath for R1 to R4.

Respondent No.1 to 4 are present. Learned counsel for petitioner present. Learned counsel for petitioner filed memo with D.D. No.846670 dated 15.11.2021 for ₹.14,01,750/-. Respondents submit that they are from State of Punjab. Again they are unable to come to Bengaluru from Punjab and pray to record the compromise and dispose the case.

Respondent No.3 and 4 are aged parents of deceased and R1 is wife of deceased. In view of submission made by respondents the case taken up on board.

Respondent No.1, 3 and 4 produced original Aadhaar card and PAN card same is returned to the respondents after verification. Copies of the Aadhaar card and PAN card kept in the file.

The guardian of minor respondent No.2 i.e. respondent No.1 has filed application U/o 32 Rule 2 of CPC praying to permit her to compromise on behalf of minor respondent No.2 stating that due to intervention of petitioner, the guardian of minor respondent No.2 i.e. respondent No.1, 3 and 4 are arrived into compromise and this compromise is in the interest of minor respondent No.2 and no adverse interest or right effect the minor respondent No.2 and the counsel for the respondents have also filed certificate. Heard and perused the application and affidavit. Hence, Application U/o 32 Rule 2 of CPC is hereby allowed and guardian of minor respondent No.2 i.e. respondent No.1 is permitted to compromise on behalf of minor respondent No.2.

The respondent No.1, 3 and 4 are present. The learned counsel for applicant is present. The learned counsel for the respondents are present. The counsels for the respondent No.1 to 4 and applicant have filed joint memo and joint affidavits stating that the claim is settled for ₹.14,01,750/- as full and final settlement without any interest and cost.

The contents of the joint memo are admitted as true and correct stating that the parties have compromised the claim for ₹.14,01,750/- without any interest and cost. Therefore, this case is fit for settlement. Hence, the following:

20/11/21



ORDER

As per the terms and conditions of the compromise as stated in the joint memo is accepted.

The petitioner already issued D.D. for ₹ 01,750/- and kept in the file.

Respondent No.1 is entitled for 20%, the respondent No.2 is entitled for 30%, respondent No.3 and 4 jointly entitled for 50% of agreed amount. Out of compensation amount apportioned to the respondent No.1, 3 & 4 70% shall be paid to the respondent No.1, 3 & 4 and remaining 30% shall be deposited in FD in name of respondent No.1, 3 and 4 in any of the Nationalised or Scheduled Bank of their choice for a period of 3 years.

The entire compensation amount in the share of minor respondent No.2 shall be deposited as FD in in his name in any Nationalised or Schedule Bank for the choice of minor guardian till he attain the age of majority or for the period of three years whichever is later.

Disburse the compensation amount as mentioned above as per guidelines laid down by Hon'ble High Court in MFA No.2509/2019 (ECA) and as per General Circular No.2/2019 dated 19.08.2019.

The respondents hereby directed to produce particulars of their Bank Account, with name of Bank, IFSC Code, Account Number with copy of First page of Bank

Ananddeep Kaur

Respondent No.1

Sukhdev Singh

Respondent No.3

Gursharan Kaur

Respondent No.4

Ananddeep Kaur

legal guardian
Respondent No.2

Identified by me,

Adv. for Respondents.

Harshita NB

KAR/1014/17

(Advocate for Applicant)

Received one cheques/DD for Rs. 14,01,750/- vide BO. No. 7619/2021 dt. 05/10/2021.

~~HDFC Bank~~
Haryana & Sharda's
Cooperation Limited.
M.G. Road, Munster Bn.
DD. No. 86670 dt. 15/12/2021



2021/12/15



Amandeep Kaur R.1

Amandeep Kaur R.2

Sukinder Singh R.3

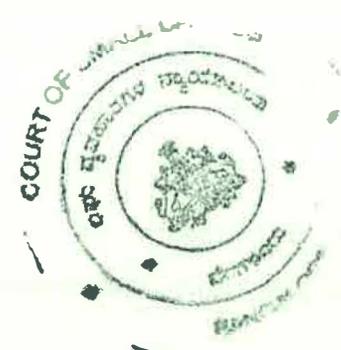
Gursharan Kaur R.4

Pass Book which contained compulsorily photograph of petitioners, which is duly attested by concerned Bank. Further petitioner shall produce PAN card / Aadhaar card.

Accordingly petition is closed.

20/11/22
I/c of Addl. Judge & ACMM
SCCH-10

Identified by me,
[Signature]
Advocate for Respondent.



BEFORE THE HON'BLE COURT OF SMALL CAUSES AND COMMISSIONER FOR
EMPLOYEE'S COMPENSATION UNDER THE EMPLOYEE'S COMPENSATION ACT,
1923, READ WITH KARNATAKA EMPLOYEE'S COMPENSATION RULES, 1966,
AT BENGALURU

Employee Compensation Application No. 93/2021

88/211

BETWEEN

FieldCore Service Solutions

...Applicant

AND

Smt. Amandeep Kaur Matharu and Ors.

...Respondents

JOINT MEMO

The counsels for the party respectfully submit as follows:

1. The present Application has been preferred under section 8(1) of the Employees Compensation Act, 1923 seeking leave of this Hon'ble Court to accept compensation amount as calculated in terms of the provisions of the Employee Compensation Act, 1923, and to disburse the same to the Respondents herein.
2. The Applicant has arrived at the compensation amount in terms of Section 4(1B) read with section 4(1)(a) and further Schedule IV of the Act, and in furtherance of the same the total compensation payable is ₹14,01,750 (Rupees Fourteen Lakhs One Thousand and Seven Hundred Fifty Only). It is submitted that the Applicant is depositing a Demand Draft bearing No. 846670 dated 15.11.2021 drawn on HSBC Bank, before this Hon'ble Court.
3. The Respondent No. 1-4 are the dependant members of the deceased and are agreeable to the compensation amount arrived at by the Applicant. It is submitted that the Respondent No. 1 & 2 are the Wife and minor child of the deceased and Respondent No.3 & 4 are the parents of the deceased. It is submitted that the Respondents have mutually agreed between themselves that the aforementioned compensation amount be paid in the proportion of 50% to the Respondent No. 1 & 2



and the balance 50% to the Respondent No. 3 & 4. Affidavits to this effect have also been submitted by the Respondents herein before this Hon'ble Court.

4. In light of the above, it is respectfully prayed that this Hon'ble Court be pleased take this joint memorandum on record, and to issue necessary directions to the Registry of this Hon'ble Court to transfer 50% of the aforementioned compensation amount to [amounting to Rs. 7,00,875/- (Rupees Seven Lakhs, Eight Hundred and Seventy Five)] to Respondent No. 1 who is the wife of the deceased and legal guardian of Respondent No.2. The bank account details of Respondent No.1 are as follows:

Account Holder Name: Amandeep Kaur

Account Number: 50100314655803

Bank: HDFC Bank

Branch: Pakharpur

IFSC Code: HDFC0003390

Further the balance 50% be transferred to the joint account held by Respondent No. 3 & 4, the details of which are as follows:

Account Holder Name: Sukhdev Singh Bawra & Gursharan Kaur Bawra

Account Number: 55056781456

Bank: State Bank of India

Branch: Industrial Area, MohanNagar

IFSC Code: SBI0001529



WHEREFORE, it is most humbly prayed that this Hon'ble Court be pleased to take the present Memo on record and further pass necessary Orders in the interest of justice and equity.

PLACE: *Bengaluru*
DATE: *4/01/2022*



Harshitha
KAR/10/14/17
ADVOCATE FOR APPLICANT

[Signature]
KAR/10/PS/2019
ADVOCATE FOR RESPONDENT NO. 1-4



BEFORE THE HON'BLE COURT OF SMALL CAUSES AND COMMISSIONER FOR
EMPLOYEE'S COMPENSATION UNDER THE EMPLOYEE'S COMPENSATION ACT,
1923, READ WITH KARNATAKA EMPLOYEE'S COMPENSATION RULES, 1966,
AT BENGALURU

Employee Compensation Application No. 93/2021

20.1.22

Between

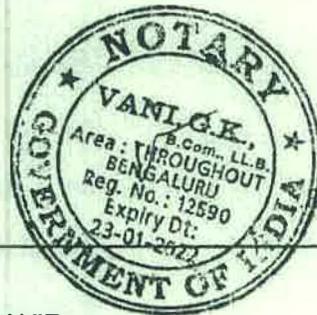
FieldCore Service Solutions

...Applicant

AND

Smt. Amandeep Kaur Matharu and Ors.

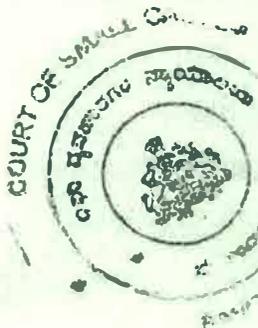
Respondents



AFFIDAVIT

I, **Amandeep Kaur Matharu**, W/o Late Balraj Singh Bawra, aged 36 years, resident of 170, Ram Tirath Road, Diamond Avenue, Wadala, Bhitoli, Amritsar-I, Amritsar, Punjab -143001, do hereby solemnly swear and state on oath as follows:

1. I am the Respondent No. 1 in the present petition. I am aware of the facts and circumstances of this case and I am competent to swear to this affidavit. I state that I am the mother of Respondent No. 2, Master Sahaypreet Singh, who is a minor.
2. I state that I am appearing before this Hon'ble Court in response to summons issued to me.
3. I am informed that the Applicant has placed on record its intention to pay/deposit a sum of Rs. 14,01,750/- (Rupees Fourteen Lakhs, One Thousand, Seven Hundred and Fifty Only) as compensation in accordance with the provisions of the Employee Compensation Act, 1923 in respect of the demise of my husband, Late Mr. Balraj Singh Bawra. I state that the said amount is acceptable to me as compensation under the Employee Compensation Act, 1923.



Amandeep Kaur

True Copy



4. I state that it has been agreed between myself and Respondents No. 3 and 4 that the aforementioned compensation amount be paid in the proportion of 50% to Respondents No. 3 and 4, and 50% to me. (for myself and my son).
5. In light of the above, it is respectfully prayed that this Hon'ble Court be pleased to take on record the present affidavit and pass necessary directions to the Registry of Hon'ble Court to transfer the 50% of the aforementioned compensation amount [amounting to Rs. 7,00,875/- (Rupees Seven Lakhs, Eight Hundred and Seventy Five)] to the bank account of undersigned, details of which are enclosed herewith as Annexure R1-Colly, along with necessary ID proof such as copies of AADHAAR Card, PAN Card, and Bank Passbook.

Place: Bengaluru

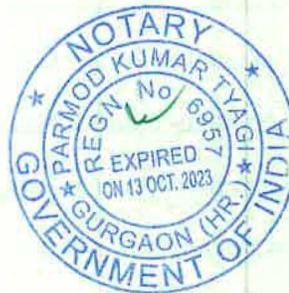
Date: 04.01.2022

Amandeep Kaur
DEPONENT

IDENTIFIED BY ME

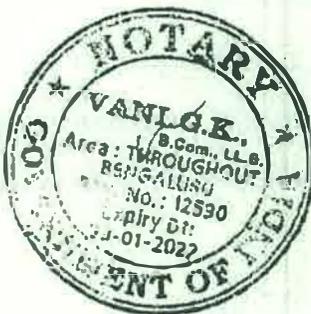
[Signature]

ADVOCATE



SWORN TO BEFORE ME

Vani G.K. 04/01/2022
VANI G.K., B.Com., LL.B.,
ADVOCATE & NOTARY PUBLIC
GOVT. OF INDIA
23, F2, 4th Model House Street
Basavanagudi, Bengaluru - 560 004



BEFORE THE HON'BLE COURT OF SMALL CAUSES AND COMMISSIONER FOR
EMPLOYEE'S COMPENSATION UNDER THE EMPLOYEE'S COMPENSATION ACT,
1923, READ WITH KARNATAKA EMPLOYEE'S COMPENSATION RULES, 1966,
AT BENGALURU

Employee Compensation Application No. 93/2021

Bohalee

Between

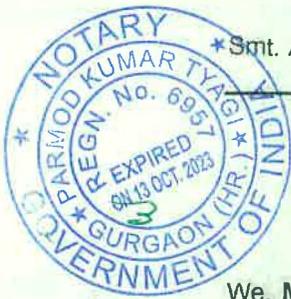
FieldCore Service Solutions

...Applicant

AND

*Smt. Amandeep Kaur Matharu and Ors.

...Respondents



JOINT AFFIDAVIT

We, Mr. Sukh Dev Singh Bawra, S/o of late Kartar Singh, aged about 73 years, and Smt. Gursharan Kaur, W/o Sukh Dev Singh Bawra, aged 73 years, both residing at House No. 9268, Gali No. 03, Bazar No. 06, Guru Nanak Pura, Kot Baba Deep Singh, Amritsar, Punjab – 143001, do hereby solemnly swear and state on oath as follows:

1. We are the Respondent No. 3 & 4 in the present petition. We are aware of the facts and circumstances of this case and we are competent to swear to this affidavit. We state that we are the parents of the deceased Balraj Singh Bawra.
2. We state that we are appearing before this Hon'ble Court in response to summons issued to us.
3. We are informed that the Applicant has placed on record its intention to pay/deposit a sum of Rs. 14,01,750/- (Rupees Fourteen Lakhs, One Thousand, Seven Hundred and Fifty Only) as compensation in accordance with the provisions of the Employee Compensation Act, 1923 in respect of the demise of our son, Late Mr. Balraj Singh Bawra. We state that the said amount is acceptable to us as compensation under the Employee Compensation Act, 1923.

Sukh Dev Singh Bawra

Gursharan Kaur



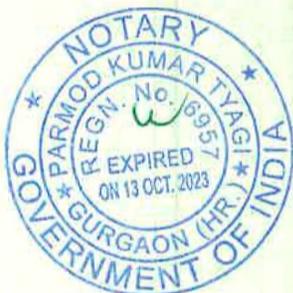
4. We state that it has been agreed between us (the Respondent No. 3 & 4) and Respondents No. 1, that the aforementioned compensation amount be paid in the proportion of 50% to Respondents No.1 (for herself and her son), and 50% to us.

5. In light of the above, it is respectfully prayed that this Hon'ble Court be pleased to take on record the present affidavit and pass necessary directions to the Registry of Hon'ble Court to transfer the 50% of the aforementioned compensation amount [amounting to Rs. 7,00,875/- (Rupees Seven Lakhs, Eight Hundred and Seventy Five)] to the joint bank account of undersigned, details of which are enclosed herewith as Annexure R1-Colly, along with necessary ID proof such as copies of AADHAAR Card, PAN Card, and Bank Passbook.

Place: Bengaluru

Date: 04.01.2022

[Signature]
DEPONENT NO. 1



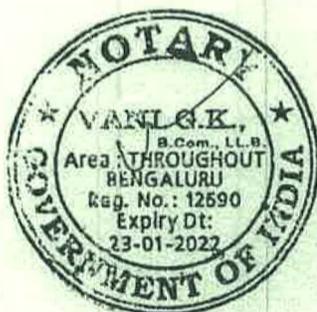
[Signature]
DEPONENT NO. 2

IDENTIFIED BY ME

[Signature]

SWORN TO BEFORE ME

[Signature] 04/01/2022
VANI G.K., B.Com., LL.B.
ADVOCATE & NOTARY PUBLIC
GOVT. OF INDIA
23, F2, 4th Model House Street
Basavanagudi, Bengaluru - 560 004



IN THE NATIONAL GREEN TRIBUNAL, (SZ) CHENNAI

Original Application No 229 of 2022 (SZ)

Tribunal on its own motion Suo-Motu

... APPLICANT

- AND -

Union of India and Ors.

... RESPONDENTS

I, Chandrakant Parmar, employed as Human Resource manager am authorized to act on behalf of FieldCore Service Solutions India Pvt Ltd, the 8th respondent in the above proceedings, by way of Power of Attorney dated 6 January 2022, and I do hereby appoint and retain

S.M.Vivekanandh (MA/2153/2014) and Amrit Singh (D/3781/2010)
Advocates

Advocates of to appear me/us in the above Application/Appeal/ Petition and to conduct and to prosecute (or defend) the same and all proceedings that may be taken in respect of any application connected with the same or any decree or order passed therein including all applications for return of documents or the receipt to any moneys that may be payable to me/us in the said Appeal/ Petition and also in appeal under Section 15 of the Letters Patent and applications for leave to the Supreme Court of India and in all applications for review of Judgments.

I certify that the contents of this vakalathnama were read out and explained in English/Tamil in my presence to the executant who appeared perfectly to understand the same and made his/her/their signature in my presence

CHANDRAKANT PARMAR
Gurgaon
Parma
(Name, signature & Stamp)

Executed before me on this the day of February, 2022.



ATTESTED
PARMOD KUMAR TYAGI
Advocate & Notary Public
Gurgaon, Haryana (India)

11 MAR 2022

COUNSEL FOR APPLICANT

ACCEPTED: The address for services of all notices and processes is that of the Counsel at Flat No. C-1, Third floor, "SHRI SHARADA NIVAS", No.2/3, Srinivasa Avenue, R.A. Puram, Chennai – 600 028.