

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL,  
PRINCIPAL BENCH, NEW DELHI

OA NO. 147 OF 2024

IN THE MATTER OF:

HARDEEP SHARMA

...APPLICANT

VERSUS

RAMESH CHAND AARYA & ORS.

...RESPONDENTS

NDOH: 25.09.2024

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*Hakulch*

RESPONDENT NO. 6

THROUGH

*Siddharth Arora*  
SIDDHARTH ARORA  
ADVOCATE

C-24, GREATER KAILASH ENCLAVE-I,  
NEW DELHI-110048.

PLACE: DELHI

DATED: 23/09/2024

MOBILE: +91-9839211111

ENROLLMENT NO. D-1402/2016

EMAIL: siddhartharora@live.com

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL,  
PRINCIPAL BENCH, NEW DELHI

OA NO. 147 OF 2024

IN THE MATTER OF:

HARDEEP SHARMA

...APPLICANT

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ADDITIONAL REPLY ON BEHALF OF THE RESPONDENT  
NO. 6 IN TERMS OF ORDER DATED 27.08.2024

The Respondent No. 6 above named;

MOST RESPECTFULLY SHOWETH:

PRELIMINARY SUBMISSIONS:

1. That the Respondent No. 6 has filed a detailed reply, dated 22.08.2024, in response to the Complaint filed by the Complainant. The necessary facts and defenses have been set out in detail in the Reply dated 22.08.2024, which may be read as part and parcel of the present Additional Reply, and are not repeated herein for the sake of brevity and to avoid repetition.
2. That an Agreement to Sell dated 02.07.2022 was entered into and executed between Respondent No. 6, as the Second Party, and Mr. Shakti Prakash Aggarwal, as the First Party, for the sale and transfer of approximately 5.642 hectares or 13.941 acres of land situated in Khata Nos. 27, 125, and 126, Village Chandpur, Kashipur, Uttarakhand. True Copy of the

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Agreement to Sell dated 02.07.2022, is annexed herewith as **Annexure-R1**.

3. That in terms of this Agreement to Sell dated 02.07.2022, it was specifically and unambiguously admitted, acknowledged, and undertaken by Mr. Shakti Prakash Aggarwal that the felling of trees on the land in question shall be the sole and absolute responsibility of Mr. Shakti Prakash Aggarwal without the involvement of Respondent No. 6 in any manner whatsoever. Clause 2 of the Agreement to Sell dated 02.07.2022 is reproduced hereunder for the kind convenience and ready reference of this Hon'ble Court:

*"2. Tree cutting process will be start from 15-July-2022 at the responsibility of First Party and in case any difficulty in the process will be as per the schedule."*

4. That similarly, Clause 5 of the Agreement to Sell dated 02.07.2022 is reproduced hereunder for kind convenience and ready reference of this Hon'ble Court:

*"5. Tree cutting process is sole responsibility of Shakti Prakash Aggarwal and amount raise or received will be part of S.P.A. Whether tree cut or not the deal will be complited (completed) as per schdul (schedule) written above."*

\*emphasis supplied.

5. That the Agreement to Sell, dated 02.07.2022, is an entirely handwritten document in the handwriting of Mr. Shakti Prakash Aggarwal, i.e., the purchaser of the land in question from Respondent No. 6.
6. That the physical possession of the entire land, measuring approximately 5.642 hectares or 13.941 acres, was handed

*Handwritten signature*

over by Respondent No. 6 to Mr. Shakti Prakash Aggarwal on 02.07.2022, upon the execution of the Agreement to Sell dated 02.07.2022.

7. That Respondent No. 6 sold all his rights, titles, and interests in Khata Nos. 27 and 125, in land having an area of approximately 4.499 hectares, in favor of the purchaser, Mr. Shakti Prakash Aggarwal, as well as the purchaser's nominees, in the following manner:
- (i) Sale Deed dated 30.06.2022, executed jointly in favour of Mr. Sachin Agarwal, Mr. Komal Agarwal, Mr. Surendera Kumar Agrawal, and Mr. Shakti Prakash Agarwal, having Mobile Nos. +91-9837048818 and +91-9837248818, for land admeasuring 0.194 hectare, bearing Document No. 5790;
  - (ii) Sale Deed dated 21.04.2023, executed in favour of Mr. Satyam Agarwal, having Mobile No. +91-8859788888, for land admeasuring 0.470 hectare, bearing Document No. 2099;
  - (iii) Sale Deed dated 21.04.2023, executed in favour of Mr. Vikas Arora, having Mobile No. +91-9837088555, for land admeasuring 0.460 hectare, bearing Document No. 2100;
  - (iv) Sale Deed dated 21.04.2023, executed in favour of Mr. Sanjeev Sharma, for land admeasuring 0.230 hectare, bearing Document No. 2101;

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- (v) Sale Deed dated 21.04.2023, executed in favour of Mr. Siddhant Goel, having Mobile No. +91-8006953179, for land admeasuring 0.261 hectare, bearing Document No. 2102;
- (vi) Sale Deed dated 27.06.2023, executed in favour of Mr. Ankur Agarwal, for land admeasuring 0.121 hectare, bearing Document No. 4973;
- (vii) Sale Deed dated 16.09.2023, executed in favour of Mr. Preetam Singh, for land admeasuring 0.327 hectare, bearing Document No. 7655;
- (viii) Sale Deed dated 16.09.2023, executed in favour of Mr. Sanjay Kumar Maheshwari, for land admeasuring 0.177 hectare, bearing Document No. 7656;
- (ix) Sale Deed dated 16.09.2023, executed in favour of Mr. Rizwan Ali, having Mobile No. +91-9756440205, for land admeasuring 0.149 hectare, bearing Document No. 7657;
- (x) Sale Deed dated 16.09.2023, executed in favour of Mr. Ram Kishor, for land admeasuring 0.093 hectare, bearing Document No. 7658;
- (xi) Sale Deed dated 16.09.2023, executed in favour of Mr. Kailash Chandra Tiwari, for land admeasuring 0.093 hectare, bearing Document No. 7659;

*Handwritten signature*

- (xii) Sale Deed dated 22.12.2023, executed in favour of Mr. Gaurav Goyal, for land admeasuring 0.143 hectare, bearing Document No. 10746;
- (xiii) Sale Deed dated 22.12.2023, executed in favour of Mr. Gaurav Goyal, for land admeasuring 0.143 hectare, bearing Document No. 10747;
- (xiv) Sale Deed dated 22.12.2023, executed in favour of Ashiana Habitat Solutions Pvt. Ltd., having Mobile Nos. +91-8077563207 and +91-9837064383, for land admeasuring 0.181 hectare, bearing Document No. 10748;
- (xv) Sale Deed dated 22.12.2023, executed in favour of Mr. Sachin Kumar Agarwal, for land admeasuring 0.465 hectare, bearing Document No. 10757;
- (xvi) Sale Deed dated 22.12.2023, executed in favour of Mr. Rakesh Chand Goyal, for land admeasuring 0.125 hectare, bearing Document No. 10768;
- (xvii) Sale Deed dated 22.12.2023, executed in favour of Mr. Siddhant Goel, having Mobile No. +91-8006953179, for land admeasuring 0.263 hectare, bearing Document No. 10779;
- (xviii) Sale Deed dated 21.02.2024, executed in favour of Mr. Sanjeev Sharma, for land admeasuring 0.100 hectare, bearing Document No. 1831;

Hakulath

- (xix) Sale Deed dated 21.02.2024, executed in favour of Mr. Gulshan Kumar, for land admeasuring 0.099 hectare, bearing Document No. 1833;
- (xx) Sale Deed dated 21.02.2024, executed in favour of Ms. Swarn Devi, acting through her son, Mr. Rajkumar, for land admeasuring 0.051 hectare, bearing Document No. 1839;
- (xxi) Sale Deed dated 21.02.2024, executed in favour of Ms. Sneh Rawat, for land admeasuring 0.063 hectare, bearing Document No. 1840; and
- (xxii) Sale Deed dated 21.02.2024, executed in favour of Ms. Chunni Devi, acting through her son, Mr. Shakti Prakash Aggarwal, having Mobile Nos. +91-9837048818 and +91-9837248818, for land admeasuring 0.475 hectare, bearing Document No. 1841.
8. That the particulars of the afore-stated documents of transfer of title by Respondent No. 6 are available on the website <https://online.eregistrationukgov.in/>. The original records of the afore-stated sale deeds are in the possession of the respective purchasers or Mr. Shakti Prakash Aggarwal.
9. That an area of approximately 1.143 hectares, situated in Khata Nos. 27, 125, and 126, remains to be formally conveyed by Respondent No. 6 to Mr. Shakti Prakash Aggarwal or his nominees through the execution and registration of sale deeds, in accordance with the Agreement

Shakti Prakash Aggarwal

to Sell dated 02.07.2022. However, this entire remaining area of approximately 1.143 hectares has been in the physical possession of Mr. Shakti Prakash Aggarwal from the date of the execution of the Agreement to Sell, i.e., 02.07.2022.

10. That since the land in question was recorded in the name of Respondent No. 6 in the records of the Board of Revenue, Uttarakhand, Respondent No. 6, at the request of Mr. Shakti Prakash Aggarwal, submitted two applications dated 08.08.2022, to the Chief Horticulture Officer, Udham Singh Nagar, Uttarakhand, for permission to fell only old and decaying trees at Khata Nos. 27 and 125. However, the entire process of following up on the two applications dated 08.08.2022 with the Office of the Chief Horticulture Officer, Udham Singh Nagar, Uttarakhand, as well as the felling of old and decaying trees in accordance with the permission granted by the Chief Horticulture Officer, Udham Singh Nagar, Uttarakhand, was carried out by Mr. Shakti Prakash Aggarwal, in terms of the Agreement to Sell dated 02.07.2022.
11. That aside from the aforementioned two applications dated 08.08.2022 for felling old and decaying trees, no other application or representation has been submitted by Respondent No. 6 to any authority or department in any capacity whatsoever.
12. That the Respondent No. 6 has already filed the entire revenue records for Khata Nos. 27, 125, and 126 with this Hon'ble Tribunal, along with his Reply dated 22.08.2024, available on <https://bhulekh.uk.gov.in/>, in support of his case that the

Shakti Prakash

purchasers, in whose names the land in question was transferred by Respondent No. 6, have been and continue to sell the land in question after carrying out development activities there for commercial gains.

13. That the Status Report filed by the Chief Horticulture Officer of Udham Singh Nagar, Uttarakhand, before this Hon'ble Tribunal, in Annexure J, clearly records the attendance of the purchasers of the land in question at the time of the joint inspection carried out on 26.09.2023, for the purpose of counting trees. The Joint Inspection Report of the Joint Committee, filed before this Hon'ble Tribunal in Annexures 1-2, clearly records the attendance of the purchasers of the land in question during the joint inspections carried out on 16.04.2024, 08.05.2024, and 10.05.2024, for the purpose of counting trees. In the entire gamut of facts and the documents produced before this Hon'ble Court, it can be sufficiently seen that it is the purchasers themselves who are in management and control of the entire exercise of felling trees.
14. That at no point in time has there been any attempt by Respondent No. 6 to fell any trees, except for applying for permission to fell old and decaying trees. This is sufficiently evidenced by the records filed by Respondent No. 6 before this Hon'ble Tribunal in support of his case.
15. That the Respondent No. 6 only became aware of the existing dispute, as well as the felling of trees beyond the permissions granted by the Chief Horticulture Officer, Udham Singh Nagar, Uttarakhand, when the notice of the present application was ordered to be served upon Respondent No. 6

Mahabir Singh

by this Hon'ble Tribunal. Mr. Shakti Prakash Aggarwal reached out to Respondent No. 6 and informed him that this Hon'ble Tribunal had taken cognizance of the Complaint filed by the Complainant.

**PRAYER:**

That in the above noted circumstances, it shall be in the interest of justice that this Hon'ble Tribunal may be pleased to:

- (a) Pass an appropriate order thereby dismissing the Application under reply qua the Respondent No. 6;
- (b) Pass an appropriate order, thereby impleading the purchasers, whose particulars are stated in Para No. 7 of the present Additional Reply, as Respondents in the present Complaint;
- (c) Pass any other and further order(s) as this Hon'ble Tribunal may deem fit and proper in the facts and circumstances of the present case.

*Shakti Prakash Aggarwal*

**RESPONDENT NO. 6**

**THROUGH**

*Siddharth Arora*

**SIDDHARTH ARORA  
ADVOCATE**

**C-24, GREATER KAILASH ENCLAVE-I,  
NEW DELHI-110048.**

**PLACE: DELHI**

**MOBILE: +91-9839211111**

**DATED: 23/09/2024**

**ENROLLMENT NO. D-1402/2016**

**EMAIL: siddhartharora@live.com**

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL,  
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...APPLICANT

VERSUS

RAMESH CHAND AARYA & ORS.

...RESPONDENTS

AFFIDAVIT

I, Nakul Kumar Gupta, S/o. Late Mr. Mahesh Kumar Gupta, R/o. A-10, Ganpati Apartments, 6-Shamnath Marg, Civil Lines, Delhi-110054, aged about 57 years, do hereby solemnly affirm and declare as under:

1. That I am the Respondent No. 6 in the above case and am well conversant with the facts of the case and am competent to swear the present affidavit.
2. That the contents of the accompanying Additional Reply have been drafted by my Counsel under my instructions and the contents thereof have been read over and understood by me and the same are true to my knowledge and also based on records and the same may kindly be read as a part of this affidavit being not repeated herein for the sake of brevity.
3. That the above are my true and correct statements.

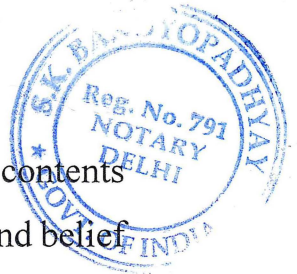
*Nakul Gupta*  
DEPONENT



11

**VERIFICATION:**

Verified at Delhi on this 23 day of SEP 2024 September, 2024, that the contents of the above affidavit are true to the best of my knowledge and belief and also based on records, nothing material has been concealed therefrom and no part thereof is false.



Siddhant Jumar  
Adv.

[Signature]

**DEPONENT**

I identify the deponent / executant  
Who has signed in my presence.

**ATTESTED**  
[Signature]  
**NOTARY PUBLIC DELHI**  
**23 SEP 2024**

क्रमांक:- S.P.A.

(First Party)

विशेष:- Nakal Ji + SMT. Rajesh Gupta Ji (Second Part)

Rate:- 1.05 CR Per Acre.

TIME 1.00 CR Admunt Befor 15-July - 2022

Reming 25X. Amunt (-) 1.00 CR Befor 30-9-2022

Next 25X. Amunt Befor 31-1-2023

Next 25X. Amunt Befor 31-5-2023

Next Final Amount Befor 31-8-2023

Termi

① If First Party will register chart from Second Part to cartomall then Above profit from circle Rate 20X. Tax Amunt will be paid extra to second Part.

② Tree cutting process will be start from 15-July-2022 at the responsibility of First Party and in case any difficulty in the process will be as per the schedule. cont---(2)

③ Area 13.50 (Acre) as per khatori  
no. declution in area Jan Road wichey.  
and Canal.

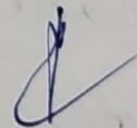
④ If Payment will delay as per schedule then  
First will pay 15% p/annum int. to second  
Party. (15 days grace period for int.)

⑤ Tree cutting process is ~~total~~ ~~res~~ ~~sole~~  
responsibility of. Shakti Rakut Agawal. and  
amount raise or received will be part of  
S.P.A. whether tree cut or not the deal  
will be completel as per schedul ~~as~~ written above.

First Party

S.P. Agawal  
02-07-2022

Second Party.



1000 Coru lac payet give as a token)

---


OA No. 147/ 2024, titled as "Hardeep Sharma Vs. Ramesh Chand Aarya & Ors."

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From Siddharth Arora <siddhartharora@live.com>

Date Mon 23/09/2024 18:03

To doon.news@gmail.com <doon.news@gmail.com>

 1 attachments (11 MB)

ADDITIONAL REPLY - 23.09.2024.pdf;

Sir,

Please find attached herewith the electronic copy of the Additional Reply on behalf of the Respondent No. 6 in OA No. 147/ 2024, titled as "Hardeep Sharma Vs. Ramesh Chand Aarya & Ors."

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Warm Regards  
Siddharth Arora

Advocate

T: +919839211111, +919889233333

E: siddhartharora@live.com

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