

**BEFORE THE NATIONAL GREEN TRIBUNAL,
PRINCIPAL BENCH, NEW DELHI**

(Original Application No. 797 of 2024)

IN THE MATTER OF:

Gautam

..... Applicant

Versus

State of Uttar Pradesh & Ors.

..... Respondents

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Abhay Anand

Abhinav Anand

ANUBHAV ANAND ARON, ABHINAV ANAND

(Advocates for the Respondent No.7)

A-901, Apex Golf Avenue, Sector-1,
Greater Noida (West), U.P. – 201 306

Mob: 9811764256, 9582416270

Email: abhinav.legal@gmail.com

Place: NEW DELHI

Date: 15/10/25

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ADDITIONAL REPLY /RESPONSE FILED BY THE RESPONDENT

NO.7 i.e. SHREE BHAGESHWARI PAPERS PVT. LTD.

MOST RESPECTFULLY SHEWETH:

1. That the present Additional Reply/Response has been filed by the Respondent No.7 i.e. Shree Bhageshwari Papers Pvt. Ltd. [hereinafter referred to as the “answering Respondent”]. That the answering Respondent is a company registered under the Companies Act, 1956 having its manufacturing Unit at: 9 Km Stone, Bhopa Road, Muzaffarnagar (U.P.) – 251 001 and is engaged in the business of manufacturing & sale of unbleached grade paper i.e. Kraft paper and bleached grade paper i.e. writing & printing paper using waste paper as raw material.
2. That on 21.02.2025, the answering Respondent has already filed its Reply in this present Original Application and has also filed several documents along-with the said Reply dated 21.02.2025. That the answering Respondent craves leave & indulgence of this Hon’ble Tribunal that the contents of the said Reply dated 21.02.2025 filed by the answering Respondent and the documents filed along-with the said Reply dated 21.02.2025 may be treated as part & parcel of this present

Additional Reply and the same are not repeated herein for the sake of brevity.

3. That this Hon'ble Tribunal, vide Order dated 17.12.2024, appointed Mr. Rahul Khurana (Advocate) as Amicus Curie in the present matter. That the Ld. Amicus Curie visited the manufacturing units of the answering Respondent on 08.02.2025 and, thereafter, the Ld. Amicus Curie filed his Report on 21.02.2025 before this Hon'ble Court.

4. **EXPLANATIONS W.R.T. THE OBSERVATIONS MADE BY THE LD. AMICUS CURIE IN HIS REPORT DATED 21.02.2025:**

That the Ld. Amicus Curie has visited the unit of the answering Respondent on 08.02.2025 along-with UPPCB officials. That the Ld. Amicus Curie filed a Status Report dated 21.02.2025, which is available on the website of this Hon'ble Tribunal. That the findings w.r.t. the unit of the answering Respondent is contained from Page No. 922 to 958 of the said Status Report dated 21.02.2025. That a perusal of the said Status Report dated 21.02.2025 filed by the answering Respondent shows that the answering Respondent is a compliant unit.

- (a) That the Ld. Amicus Curie, at Page No. 922 of the said Status Report dated 21.02.2025, has observed that RDF is mixed solid waste. In this regard it is stated that RDF is now properly segregated. Photographs of properly segregated RDF are collectively annexed as **Annexure: A (Colly)**.
- (b) That the Ld. Amicus Curie, at Page No. 958 of the said Status Report dated 21.02.2025, has observed that effluent monitoring and indicators of TSS, BOD and COD were no working. In this regard, it is submitted that effluent monitoring and indicators of

TSS, BOD and COD are properly working. Photographs of effluent monitoring and indicators of TSS, BOD and COD are collectively annexed as **Annexure: B (Colly)**.

(c) That, further, there is a proper house-keeping done by the answering Respondent. Photographs showing the house keeping of the answering Respondent are collectively annexed as **Annexure: C (Colly)**.

5. That further, the officials of the Uttar Pradesh Pollution Control Board (UPPCB) [the Respondent No.3 herein] has inspected the manufacturing units of the answering Respondent on 11.07.2025 and, thereafter, filed its Response dated 22.07.2025 before this Hon'ble Tribunal.

6. **ANALYSIS OF THE RESPONSE DATED 22.07.2025 FILED BY THE RESPONDENT NO.3 i.e. UPPCB W.R.T. THE INSPECTION OF THE MANUFACTURING UNIT OF THE ANSWERING RESPONDENT DONE BY THE OFFICIALS OF THE RESPONDENT NO.3 ON 11.07.2025:**

- (a) That the answering Respondent has two units within the same premises.
- (b) That both the units of the answering Respondent have valid Consolidated CTO & Authorization (Air & Water Act), both of which are valid till 31.12.2028.
- (c) That the answering Respondent has a full fledged Effluent Treatment Plant (ETP) separately for both its units.
- (d) That the parameters of the samples collected from both ETPs outlet were found within the prescribed norms.

- (e) That the answering Respondent has duly installed the OCEMS at its ETP outlet which are connected with CPCB/UPPCB server and were found operational at the time of inspection.
- (f) That the answering Respondent has installed one boiler of capacity 36 TPH. That the answering Respondent uses Rice Husk, Bagasse, RDF and Coal as fuel for its above said boilers.
- (g) That the answering Respondent has provided stack of height 52 meter attached with its aforesaid boiler equipped with Electro Static Precipitator as APCD.
- (h) That OCEMS are installed at stack which are connected with CPCB/UPPCB server and found operational.
- (i) That the answering Respondent has submitted the Stack Monitoring Report. That as per the analysis report, the specific parameters were found within the prescribed limits.
- (j) That record of the fly ash generation has been duly maintained by the answering Respondent.
- (k) That approximately 2.2 MT/day fly ash has been generated in both the units of the answering Respondent.
- (l) That the answering Respondent has an agreement with M/s Arjun Enterprises, Gautam Budh Nagar for disposal of fly ash in M/s Wonder Cement Ltd., Village – Somna Dorau Mor, Gabhana, Aligarh. That, however, apart from the above, the answering Respondent has also entered into an “Ash Supply Agreement” on 16.06.2025 with Malwa Trading Co., 376, Bhopa Road, Opposite Transport Nagar, Muzaffarnagar (U.P.) – 251 001. Copy of the “Ash Supply Agreement” dated 16.06.2025 entered in between the answering Respondent and Malwa Trading Co., Muzaffarnagar is annexed as **Annexure: D**.

- (m) That record of the plastic waste generation has been duly maintained by the answering Respondent. That average 2.3 MT/day plastic waste has been generated by both the units of the answering Respondent.
 - (n) That the plastic waste generated by both the units of the answering Respondent has been supplied to M/s K.K. Duplex & Board Mills, Jansath Road, Muzaffarnagar for use in Waste to Energy plant boiler.
 - (o) That the answering Respondent has valid Hazardous Waste Authorization from UPPCB, which is valid till 13.09.2027.
 - (p) That the answering Respondent has an agreement with TSDF M/s Sheetala Waste Management Project, D-26, UPSIDC Industrial Area, Sikandarabad, Bulandshahr (U.P.).
7. That from the afore-mentioned facts, it is clear that the answering Respondent is a compliant unit and is operating its unit with all the necessary permissions, licenses, Consent to Operate and/or No Objection Certificates (NOCs). That the answering Respondent is duly following all the directions /guidelines issued time & again by the statutory authorities and is following all the law which are necessary to operate the industry.

PRAYERS:

In the facts and circumstances as stated above, it is therefore, most respectfully prayed that this Hon'ble Tribunal may graciously be pleased to:

- (i) Dismiss the captioned Original Application being O.A. No.797 of 2024 titled as "*Gautam Vs. State of Uttar Pradesh & Ors.*" in as far as it is related with the answering Respondent i.e. Respondent No.7, namely, Shree Bhageshwari Papers Pvt. Ltd.;

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- (ii) Pass such other/further order(s) as this Hon'ble Tribunal may deem fit and proper in the facts & circumstances of the case.

20.10.2025



Auth. Sign

RESPONDENT NO.7

THROUGH



ANUBHAV ANAND ARON, ABHINAV ANAND

(Advocates for the Respondent No.7)

A-901, Apex Golf Avenue, Sector-1,
Greater Noida (West), U.P. - 201 306

Mob: 9811764256, 9582416270

Email: abhinav.legal@gmail.com

Place: **NEW DELHI**
Date: **15/10/25**

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(Original Application No. 797 of 2024)

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Versus

State of Uttar Pradesh & Ors. Respondents

AFFIDAVIT

I, Kunwar Jagat Singh Chauhan aged about 45 years S/o Sh. Bhanwar Singh Chauhan working as Accountant with Shree Bhageshwari Papers Pvt. Ltd. having its Unit at: 9 Km Stone, Bhopa Road, Muzaffarnagar (U.P.) – 251 001(the Respondent No.7 herein) do hereby solemnly affirm state as under:-

1. That I am working as Accountant with Shree Bhageshwari Papers Pvt. Ltd.(the Respondent No.7 herein) and I am well conversant with the facts of the case, as such I am competent to swear this affidavit.
2. That the accompanying Additional Reply/Response has been drafted by my Counsel under my instruction and the content of the same have not been repeated herein for the sake of brevity and the same may kindly be read as part and parcel of the present Affidavit.
3. That I have read and understood the content of the accompanying Additional Reply/Response and present Affidavit and the same are true and correct to my knowledge and nothing material has been concealed there from.



VERIFICATION:

Verified at on this day of _____ 2025 that the contents of the above affidavit are true and correct to the best of my knowledge and belief. No part of it is false and nothing material has been concealed therefore.

DEPONENT

DEPONENT

PERMA TYAGI
NOTARY
MUZAFFARNAGAR

15 OCT 2025

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ANNEAURE: A (colly)

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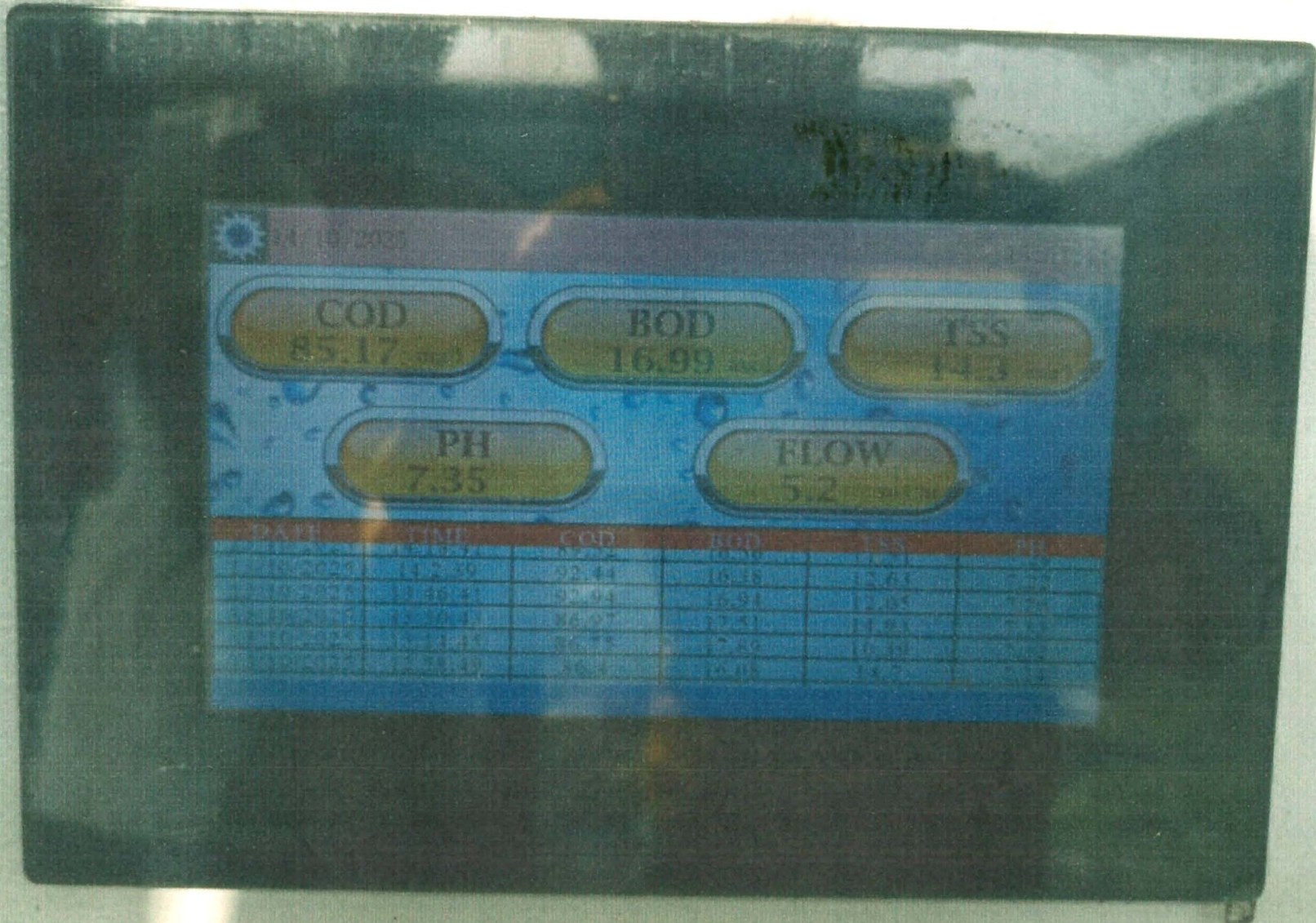
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ANNEXURE: B(014)

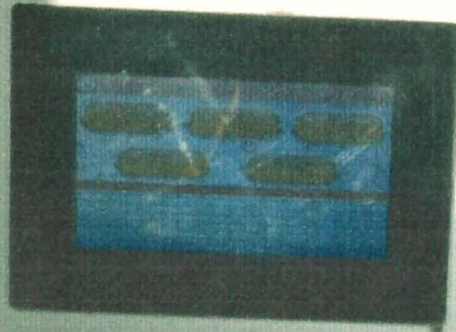
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Online Effluent Analyzer



SAMPLING



CLEANING



TEJAS WATER SOLUTIONS



ANNEXURE: C (Colly)

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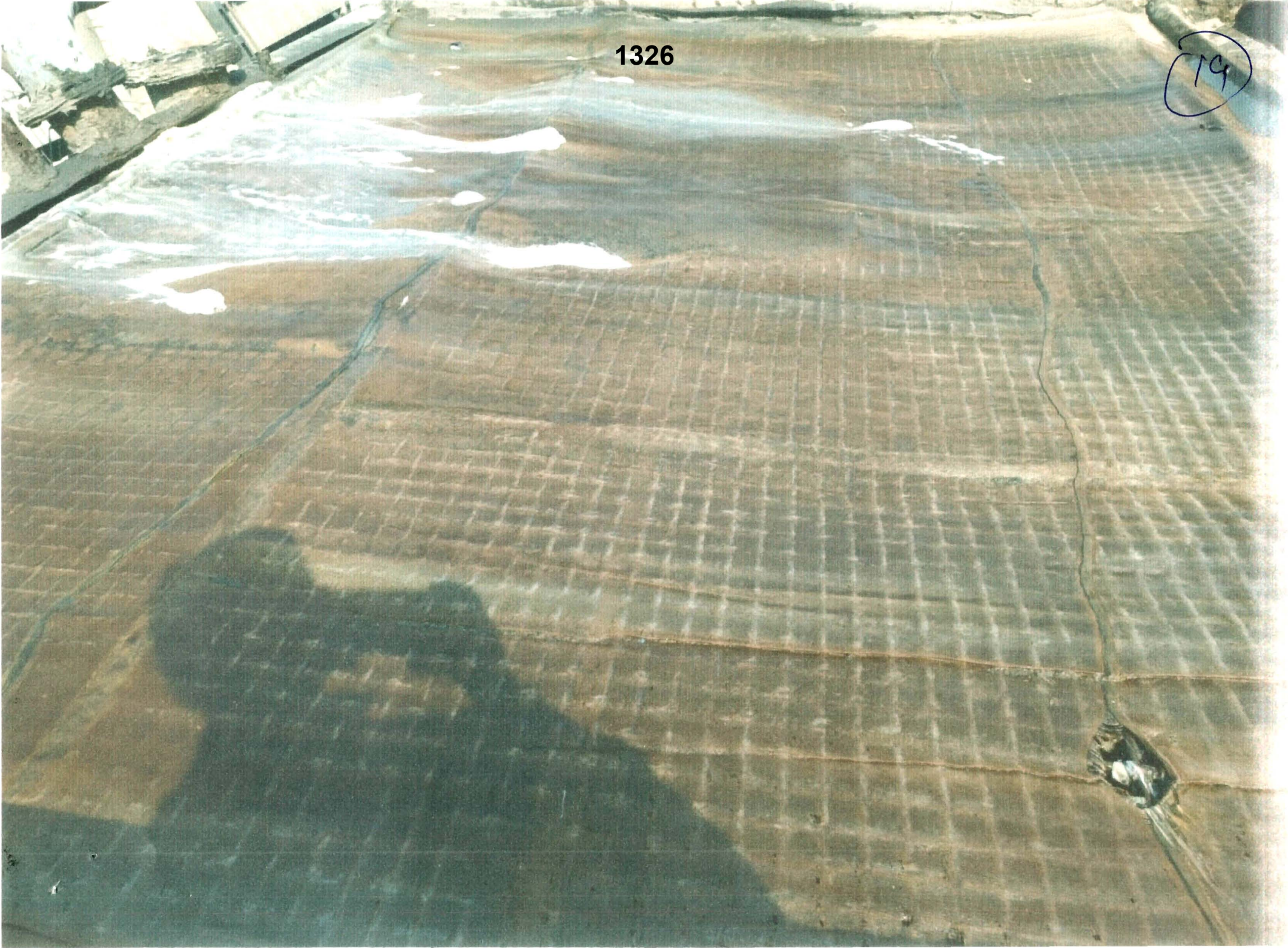
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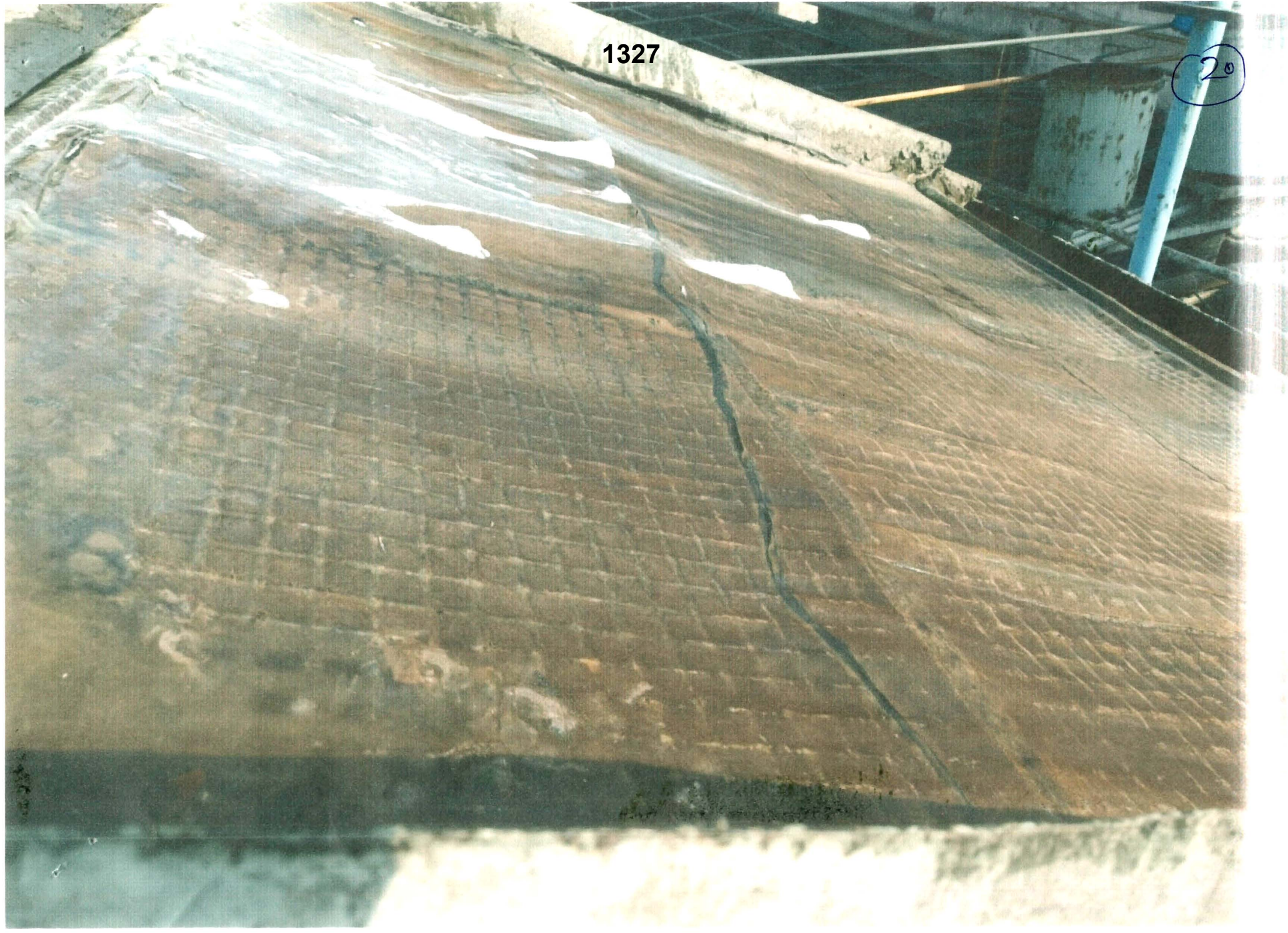
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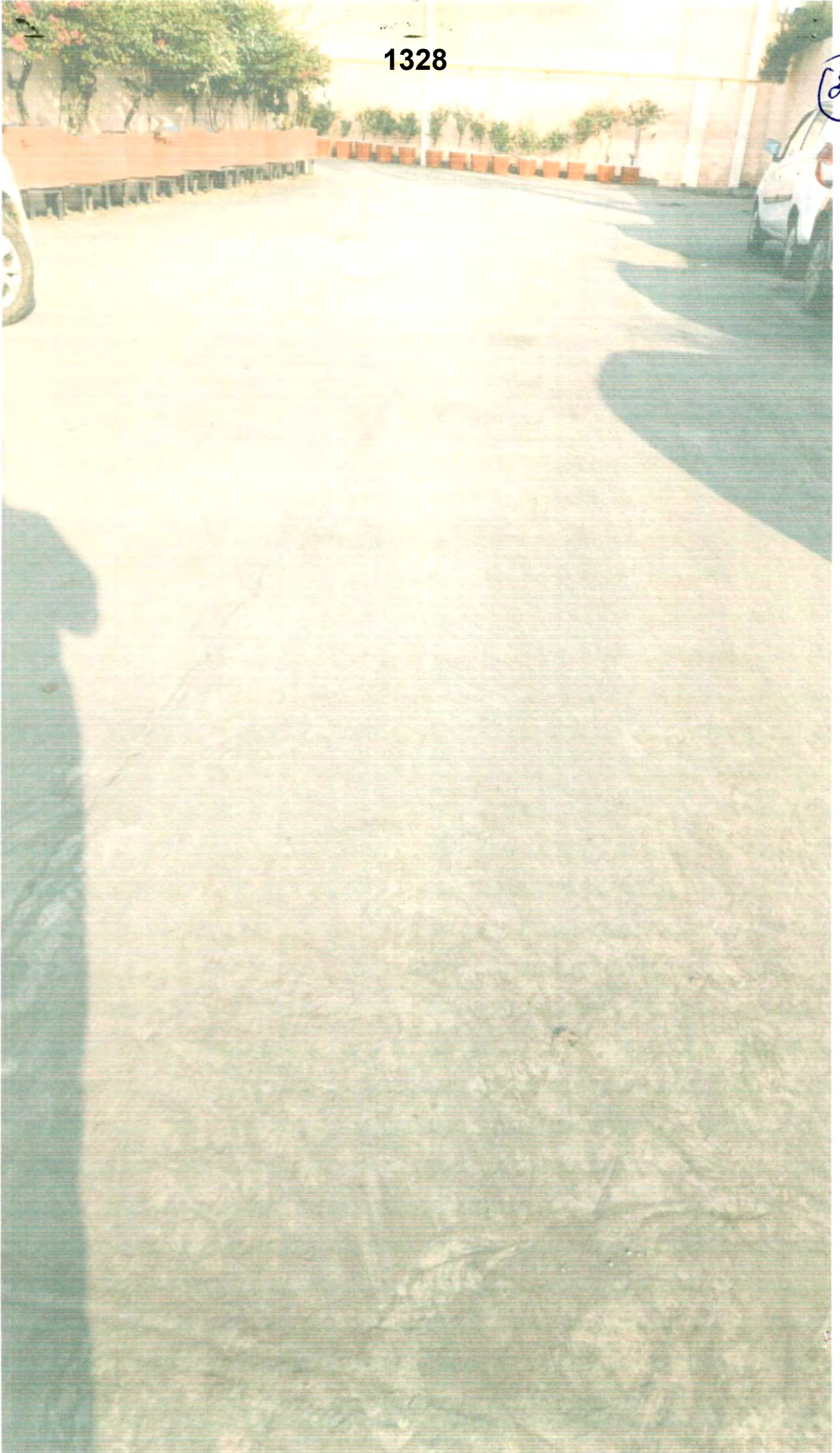
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(21)



Shree Bhageshwari Private Limited (09AAACB9178R1ZR) a company registered under Companies Act 1956, having its registered office at 9th K.M. Bhopa Road, Muzaffarnagar-251001, Which expression shall, unless repugnant to the meaning or context thereof, include its successors and assigns of the **SECOND PARTY**

WHEREAS

A. **Malwa Trading Co** is a trading firm and engaged in the business of supply dry fly ash in different cement plants by using closed body bulkers on their demands.

B. **Shree Bhageshwari Private Limited** is manufacturing of Kraft Paper and having its captive power plant, and the Ash generated from this captive power plant is undertaking to supply ash (hereinafter referred to as "Waste"), in various states across India, and is desirous of delivering this ash to different cement plants through Malwa Trading Company by Using closed body Bulklers only.

Shree Bhageshwari Private Limited hereby specifically agrees and confirms that ash supplied in cement plants on their demands, **Malwa Trading Co.** will be only carried out its own through bulkers with their responsibility.

1. Certification :

Malwa Trading Co. will issue the ash lifting certificate mentioning the name of Shree Bhageshwari Private Limited that the ash of Shree Bhageshwari Private Limited supplied to cement companies.

2. Terms and termination :

This Agreement shall be valid and binding form the date of its execution till either of the party disagree with the conditions. The parties may mutually agree to extend the period of this agreement by such additional period as they may deem fit.

Both the parties will follow the directions & guidelines insured by Environment, forest & climate change ministry, CPCB & UPPCB.

3. Termination :

This agreement can be terminated by any party, by giving 15 days notice period.

4. Commercial Terms :

All commercials' terms as applicable in this agreement will be settled between Malwa Trading Co. and Shree Bhageshwari Private Limited. The rate will be decided with mutually agreed. Shree Bhageshwari Private Limited will supply the ash to first party on Tax Invoice on ex-mill basis. First party will made full payment to Shree Bhageshwari Private Limited in 15 days from the end of previous month though banking mode only.

Malwa Trading Co shall organize to transport the fly ash to different cement's plants.

Force Majors :

The Parties hereby agree that in the event performance, in whole or in part, of any obligation under this agreement, by any Party hereto, is prevented by circumstances or events that are



Malwa Trading

Jagdeep Singh

Deel

Beyond the reasonable control of such party, or by causes against which the party could not reasonably make provision (including but not limited to acts of God, strike or lockout, fire, explosion, shutdown of cement plants for any reason, failure of essential means of transportation or disturbance, inevitable accidents war (undeclared or declared), embargoes, blockages, legal restrictions or governmental restrictions and the like), pandemic, epidemic, the party who is prevented from performing shall be excused from performing for a reasonable period of time, taking into account the cause and its duration (on potential duration).

6. **Miscellaneous :**

i. **Entire Agreement:**

The Agreement constitutes the entire agreement between the parties and includes all promises and representations, express or implied, and supersedes all other prior agreements and representations, written, between the parties relating to the subject matter hereof anything which is not constituted in this instrument is not part of this Agreement.

ii. **Amendments:**

Any amendment of any provision of this Agreement shall be effective if it is evidenced in writing and signed by both **Malwa Trading Co** and **Shree Bhageshwari Private Limited**.

iii. **Rights Cumulative:**

The rights, powers, privileges and remedies provided in this Agreement are cumulative and are not exclusive of any rights, powers, privileges or remedies provided by law or otherwise.

For Malwa Trading Company

For Shree Bhageshwari Private Limited

Auth. Sign.

Malwa Trading Company
Jagdeep Singh

Auth. Sign.

[Signature]
SHREE BHAGESHWARI PAPERS PRIVATE LIMITED

Witnesses:-

1. Tejendra Kumar
Tewary
Flat no 4, NEPC Colony
Jansath Road
Muzaffarnagar

2. *[Signature]*
Jagat Singh
1272 Ram Lila Tils
M2W



Malwa Trading Co. &
Shree Bhageshwari Private Limited
Certified that Signatures
Identified by *[Signature]*

PRERNA YAGI
NOTARY
MUZAFFARNAGAR
13 11 SEP 2023

Identified by *[Signature]*



Additional Reply Filed by respondent no.7

1 message

Kaushal Sharma <kaushal90.legal@gmail.com>

Wed, 15 Oct, 2025 at 5:04 pm

To: csup@nic.in, dmmuz@nic.in, ms@uppcb.in, upgwd.in@gmail.com <upgwd.in@gmail.com>, rkhuranalegal@gmail.com <rkhuranalegal@gmail.com>

Sir,

Kindly find the Pdf copy of Additional Reply Filed by respondent no.7 in O.A no.797/2024.

Regards

Kaushal Sharma

C/O Abhinav Anand Advocate

**Shree Bhageshwari Papers.pdf**

10.7 MB