

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL,
PRINCIPAL BENCH, NEW DELHI
Original Application No. 413/2021**

IN THE MATTER OF:

BIKRAMJEET SINGH SHERGILL

..... Applicant

V/s

STATE OF PUNJAB & ORS.

..... Respondent

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Filed by



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Date: 04.02.2025

Place: Gurugram

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**ADDITIONAL RESPONSE/REPLY ON BEHALF OF M/S JITF
URBAN WASTE MANAGEMENT (BATHINDA) LIMITED
PURSUANT TO THE DIRECTION OF THE HON'BLE TRIBUNAL
DATED 09.12.2024**

Most Respectfully Showeth:

1. The present reply is being filed on behalf of the M/s JITF Urban Waste Management (Bathinda) Ltd. ("the Concessionaire"), which is the Concessionaire of the Municipal Solid Waste Processing Facility at Bathinda. The present reply is being filed through Mr. Ramesh Chandra,

who is authorized representative on behalf of the Concessionaire via board resolution dated 25.07.2018. A copy of the Board resolution dated 25.07.2018 is attached herewith and marked as **Annexure R-1**.

2. That the Hon'ble NGT, via order dated 09.12.2024, directed the Concessionaire to file an additional reply/response mentioning the complete details regarding RDF, compost, inert waste lying with it and an action plan for disposal thereof in accordance with the SWM Rules, 2016. As a result, the Concessionaire is filing the present additional reply/response.
3. That the details of the RDF, compost, etc. lying in the possession of the Concessionaire as on 20.01.2025 are as follows:

RDF, Compost and Inert Waste in possession of JITF as on 31.01.2025	Qty (MT)
Semi-Finished - Compost	41141.1
Semi-Finished RDF	43559.5
Finished RDF	988.9
Finished Compost	297.2

Disposal of RDF and Compost by the Concessionaire:

4. Vide Order dated 01.12.2017, in the matter of Capt. Mall Singh, the Hon'ble NGT directed the State Government (including MC Bathinda) to pass an order for the distribution of the RDF produced by the Concessionaire including the RDF to the bio-mass plants and the cement plants in the State of Punjab. A copy of the Order dated 01.12.2017 of Hon'ble NGT is annexed by the Concessionaire as Annexure 12 in its Reply dated 22.05.2023 filed before the Hon'ble NGT.
5. The Hon'ble NGT in its direction dated 01.12.2017 also directed that the order in this regard be passed by the State Government (including MC Bathinda) without any delay and that it shall also ensure the implementation of its order.
6. That the Concessionaire has repeatedly requested MC Bathinda to pass necessary orders/directions to ensure the implementation of the orders of the Hon'ble NGT i.e., ensuring that the Bio-mass plants and cement plants

regularly purchase RDF from the Concessionaire. A copy of letters dated 22.12.2017, 28.02.2018, 31.03.2018 and 23.05.2018 are annexed by Concessionaire as Annexure 15 (Colly) in its Reply dated 22.05.2023 filed before the Hon'ble NGT.

7. Despite repeated requests from the Concessionaire, the State Government, as well as MC Bathinda, failed to ensure the implementation of Hon'ble NGT's directions. Due to the same Biomass plants and cement plants are not purchasing RDF.
8. It is submitted that due to the inactions and omissions of MC Bathinda as well as the State Govt., the stocks of RDF continued to pile up and no support or co-operation was received by the Concessionaire from MC Bathinda.
9. Furthermore, PPCB, vide its order dt. 05.09.2024, directed 9 Biomass and other plants to make an agreement with the concerned ULB (in the present case Municipal Corporation, Bathinda) and ensure the replacement of 5% of solid fuel used with the RDF and send action taken report to PPCB.

A copy of the PPCB order dt. 05.09.2024 is annexed by the Concessionaire as Annexure R-9 in its Reply dated 24.10.2024 filed before the Hon'ble NGT.

10. Further, to the best of knowledge of the Concessionaire, the biomass plants have not entered into any agreement with MC Bathinda, till date to utilize the RDF in their plants.
11. In any case, Concessionaire has also requested various biomass plants to comply with the Rule 18 of SWM Rules, 2016 and the directions of the PPCB and ensure replacement of 5% of solid fuel used with RDF. A copy of the Concessionaire's letter dated 16.09.2024, 08.10.2024 & 17.10.2024 are annexed as Annexure R-10 (Colly) and Annexure R-13 (Colly) in its Reply dated 24.10.2024 filed before the Hon'ble NGT.
12. However, to the surprise of the Concessionaire, a few plants have refused to take RDF as their 5% fuel, citing technical reasons. A copy of the letters dt. 14.05.2024 and 08.10.2024 are annexed by the Concessionaire as

Annexure R-12 (Colly) in its Reply dated 24.10.2024 filed before the Hon'ble NGT.

13. Also, the Concessionaire vide its letter dt. 09.10.2024 has requested Municipal Corporation, Bathinda to approach the biomass plants as mentioned in the order dt. 05.09.2024 of the PPCB and enter into agreement with them and let the Concessionaire know so that the RDF can be supplied to them and the inventory of the RDF can be cleared from the site. A copy of the Concessionaire's letter dated 09.10.2024 is annexed by Concessionaire as Annexure R-11 in its Reply dated 24.10.2024 filed before the Hon'ble NGT.

14. Moreover, the Concessionaire on 21.10.2024 updated the PPCB regarding the status of compliance with its directions dated 05.09.2024 and the response of Industrial Units on the utilization of the RDF produced by the Concessionaire. A copy of the Concessionaire's email dated 21.10.2024 is annexed by Concessionaire as Annexure R-14 in its Reply dated 24.10.2024 filed before the Hon'ble NGT.

15. **Moreover, RDF is being sold free of cost by M/s Ecostan and MC Bathinda:** That RDF is one of the revenue stream for the Concessionaire under the Concession Agreement. As per **Article 7.9 of the Concession Agreement:**

Other revenue sources

Starting from COD-P&D and during the entire Concession Period, the Concessionaire shall be entitled to the following:

a) Subject to the applicable laws, rule, regulation and government orders, the Concessionaire shall be entitled to store, use, appropriate, market and sell or dispose-off all the constituents / products / by-products from the MSW, including but not limited to recyclables, electricity, methane (biogas), RDF, Compost, Residual Inert Waste and to further retain and appropriate any revenues generated from the sale of such products/ byproducts;

16. That it is pertinent to state that the M/s Ecostan and MC Bathinda are supplying RDF free of cost (as evident from the report of Court Commissioner dated 13.09.2024) which has impacted the supply of RDF by the Concessionaire and

consequently the Concessionaire is not able to earn any revenue from disposal of RDF.

17. Thus, it is evident from the above that JITF is taking all steps to approach biomass and other plants. However, it is the biomass plants who are making one or other excuses to not utilize RDF.

18. Despite continuous efforts of the Concessionaire to dispose of the RDF, the Concessionaire is facing challenges due to the non-compliance of Rule 18 of the Solid Waste Management Rules, 2016 by the various Industrial Units by not utilizing the RDF produced by the Concessionaire.

19. That there has been no action by the State Government, Municipal Corporation, Bathinda and PPCB against Industrial Units for non-compliance of Rule 18 of the Solid Waste Management Rules, 2016 for not utilizing the RDF despite clear directions.

20. Despite repeated requests from the Concessionaire, the State Government as well as Municipal Corporation,

Bathinda failed to ensure the implementation of the directions of Hon'ble NGT dated 01.12.2017 and of Rule 18 of SWM Rules, 2016 and have failed to ensure that the RDF produced by the Concessionaire is purchased by the Industrial Units. The Concessionaire reiterates the contents of its replies dated 22.05.2023 and 18.12.2023 which are not reproduced hereunder for the sake of brevity.

21. Thus, active cooperation of MC Bathinda is required to ensure that the RDF is sold to the biomass plants in the next 4-6 months.
22. In view of the above, Concessionaire through Hon'ble NGT hereby requests MC Bathinda to approach the biomass plants and enter into agreement with them so that the inventory of RDF can be disposed as per the SWM rules.
23. As for Compost, the Concessionaire is making efforts to sell the same and is also seeking active co-operation and support of MC Bathinda and PPCB for the sale of same in bulk to the farmers. Further, JITF is also using the compost in the maintenance of green belt around the Project facilities.

MC Bathinda failed to provide the land for Sanitary Landfill Facility (SLF):

24. That the Rule 15(y) of the SWM Rules, 2016 provides the responsibility of the local authorities towards the establishment of Sanitary Landfill:

make an application in Form-I for grant of authorisation for setting up waste processing, treatment or disposal facility, if the volume of waste is exceeding five metric tonnes per day including sanitary landfills from the State Pollution Control Board or the Pollution Control Committee, as the case may be;

25. In terms of Article 2.2.3.1(a) read with Annexure 5 of the Concession Agreement executed between MC Bathinda and the Concessionaire, it was the obligation of MC Bathinda to provide 36.81 of land at village Mandi Khurd for the establishment of Sanitary Landfill for the disposal of the inert waste. It is pertinent to note that the EC for the project

was also granted for establishment of SLF at village Mandi Khurd. A copy of the EC dt. 30.08.2012 is attached herewith and marked as **Annexure R-2.**

26. However, the said land was under litigation and the Hon'ble High Court of Punjab and Haryana had passed an order dated 08.08.2012 to maintain status quo over the said land, and the said land was never provided to the Concessionaire till date and SLF could not be established. The same is a breach of MC, Bathinda's conditions precedent under the Concession Agreement. A copy of the Order dated 08.08.2012 passed by the Hon'ble High Court of Punjab and Haryana is annexed herewith and marked as **Annexure R-3.**

27. The said land of 36.81 acres was never handed over to the Concessionaire in terms of the Concession Agreement. Thereafter, MC Bathinda provided an alternative land of 10 acres temporarily at Mansa Road, Bathinda for the SLF in July 2016. A copy of the lease deed dated 14.07.2016 is attached herewith and marked as **Annexure R-4.**

28. It is stated that the said land of 10 acres was also being used as a dumping site and was unsuitable for establishing a SLF. In addition, changing the land of SLF from Mandi Khurd to Mansa Road, Bathinda was a change in the scope of the project which required fresh appraisal of SEIAA. Pertinently, in case of any change in scope of project, the responsibility to obtain EC was of MC Bathinda. In this regard, the order dt. 01.08.2013 regarding the transfer of EC from MC Bathinda to Concessionaire is attached herewith and marked as **Annexure R-5.**

29. Further, despite the Concessionaire's repeated requests vide letters dated 15.07.2016, 26.08.2016, 29.08.2016 and 01.06.2018 to have the Environmental Clearance amended with respect to change of land for SLF from Mandi Khurd to Mansa Road, MC, Bathinda has failed to do the same. Due to the acts and omissions of MC, Bathinda, the SLF, as envisioned under the Concession Agreement, could not be established even at the alternate land at Mansa Road, Bathinda. A copy of the letters dated 15.07.2016, 26.08.2016, 29.08.2016 and 01.06.2018 of the

Concessionaire is already annexed with Concessionaire's reply dated 22.05.2023.

30. Thus, as MC, Bathinda has failed to provide the land for SLF and/or get the Environmental Clearance amended for establishment of SLF at the alternate site at Mansa Road, Bathinda, the Concessionaire could not establish SLF.

Response to MC Bathinda's allegation regarding depositing of MSW by Concessionaire in the legacy waste site:

31. That MC Bathinda in its reply filed before the Hon'ble NGT dated 06.12.2024 has alleged that:

"...Concessionaire (M/s JITF Waste Management Bathinda is continuously depositing the waste in their working area and they i.e., Ecostan is unable to finish the quantity of legacy waste remediation if the Concessionaire continuously puts fresh waste on top of legacy waste."

32. It is humbly submitted that the above-mentioned allegation of MC Bathinda is an afterthought, incorrect, fallacious and the Concessionaire denies the same in its entirety.
33. It is pertinent to note that the Concessionaire is not depositing the MSW in the legacy waste site and is rather depositing and processing the same within the land which is in possession of the Concessionaire.
34. Moreover, neither the MC Bathinda nor M/s Ecostan has made any written representation to the Concessionaire till date. MC Bathinda has for the first time raised the said allegation in its reply dated 06.12.2024 before the Hon'ble NGT.
35. It is pertinent to note that MC Bathinda's reliance on the letters, annexed in its reply dated 06.12.2024, of M/s Ecostan are erroneous and afterthought. The letters of M/s Ecostan belong to the year 2023. Furthermore, MC Bathinda has till date, i.e., after more than 2 years has not raised the issue with the Concessionaire.

36. That the Concessionaire has always been diligent and committed to comply with provisions of Solid Waste Management Rules, 2016 and protection and conservation of Environment. It is also submitted that all necessary steps are being taken by Concessionaire for upkeeping the scientific management of waste being produced. It is also submitted that the Concessionaire has always been compliant to the orders and directions issued by this Hon'ble Tribunal.

Filed by



Counsel for the Concessionaire
S&A Law Offices
S&A Tower,
Plot Number 5, 6, 7, Udyog Vihar,
Phase IV, Sector 18,
Gurugram, Haryana

Date: 04.02.2025

Place: Gurugram

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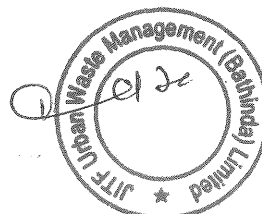
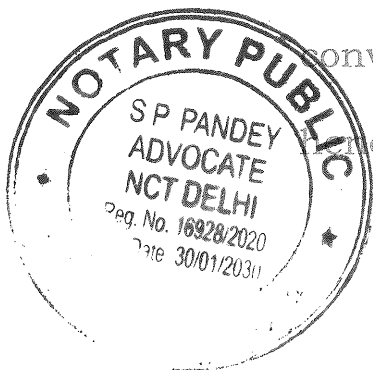
STATE OF PUNJAB & ORS.

..... Respondent

AFFIDAVIT

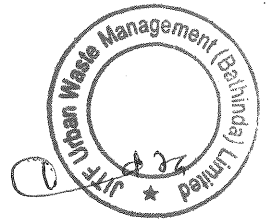
I Ramesh Chandra, S/o Late Shiv Dutt Naudiyal aged about 55 years, R/o B-619, Sector 17, Vasundhara, District-Ghaziabad, Uttar Pradesh, 201012, do hereby solemnly affirm and state as under:

1. I say that I am duly authorized by the Concessionaire to depose before this Hon'ble Tribunal, and I am also conversant with the facts of the present matter and I am competent to depose this affidavit



2. That the accompanying Reply/Response has been drafted by my counsel under my instructions.

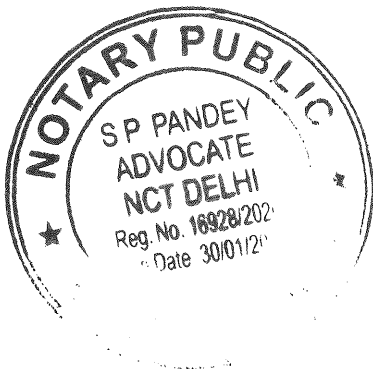
3. I state that the contents of the same are true and correct to the best of my knowledge and belief, which is based on the records maintained by the Concessionaire, and nothing has been concealed therefrom.



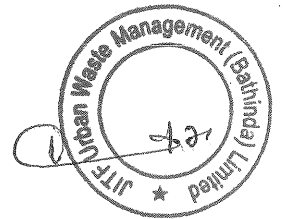
DEPONENT

VERIFICATION

I, Ramesh Chandra, the Deponent above named, do hereby verify that the contents of the above affidavit are true and correct to my knowledge and based on records and no part of it is false and nothing material has been concealed therefrom.



ATTESTED
NOTARY PUBLIC
GOVT. OF INDIA
04 FEB 2025



DEPONENT

**JITF URBAN WASTE MANAGEMENT (BATHINDA) LIMITED**

Jindal ITF Centre, 28 Shivaji Marg, New Delhi-110015; Tel. No.: 011-66463983/84; Fax No.: 011-66463983

CERTIFIED TRUE COPY OF THE BOARD RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF JITF URBAN WASTE MANAGEMENT (BATHINDA) LIMITED HELD ON WEDNESDAY, THE 25TH DAY OF JULY, 2018 AT 10.00 A.M. AT JINDAL ITF CENTRE, 28, SHIVAJI MARG, NEW DELHI-110015.

To authorize the officials of the Company to take necessary Steps/ actions with regard to the MSW Bathinda project

"RESOLVED THAT Mr. Umesh Chopra, Director, Mr. Neelesh Gupta, Director, Mr. Alok Kumar, Director, Mr. Anuj Kumar, Authorised Signatory and Mr. Ramesh Chandra, Authorised Signatory ("Authorised Signatories") of the Company be and are hereby severally authorized to take all necessary steps and deeds as may deemed fit, as per the remedies available under the Concession agreement dated 23.11.2011 and as per land of law."

RESOLVED FURTHER THAT the Authorized Signatories are further authorized to (a) appear, defend, represent, produce sign, verify, declare, affirm, make, present, depose, submit and file all necessary notices, response, reply, complaints, written statements, affidavits, undertakings, Vakalatnama, declarations, appeals, revisions, applications, statements, papers and documents and all proceedings and matters before any competent authority/ ies, appellate authorities, any statutory authority, arbitration proceedings, before Supreme Court or any other court, relating to any dispute (if any) with respect to Concession agreement dated 23.11.2011, being Integrated Municipal Solid Waste Management Project for Bathinda Cluster in Punjab; (b) nominate, appoint and engage advocates, solicitors, counselor other professionals and retainers; and to do all such acts, things, deeds as may be necessary to give effect to this resolution "

Certified To Be True
For JITF Urban Waste Management (Bathinda) Limited

Alok Kumar
Director
(DIN No: 00930344)



Regd. Office: A-1, UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan, Distt. Mathura (U.P) - 281403
Tel No.: 05662-232426, 232001-03; Fax No.: 05662-232577

Plant Address: ITI Chowk, Mansa Road, B/s Roshan Oil Mill, Near STP Plant, Bathinda, Punjab -151001
CIN: U90001UP2011PLC069571; E-mail Id: info@jindalecopolis.com

Website : www.jindalecopolis.com

**STATE LEVEL ENVIRONMENT IMPACT ASSESSMENT
AUTHORITY PUNJAB****Ministry of Environment and Forests, Government of India****O/O Punjab Pollution Control Board,
Vatavaran Bhawan, Nabha Road,
Patiala - 147 001
Telefax:- 0175-2215636**

No. SEIAA/_____

Dated _____

Registered

To

The Commissioner,
Municipal Corporation,
Bathinda.

Sub: Environmental clearance under EIA notification dated 14.09.2006 for establishment of an "Integrated Municipal Solid Waste Management Facility" having a processing facility at Mansa Road, Bathinda and an 'Engineered Sanitary Landfill Facility' in the revenue estate of Village Mandi Khurd, District Bathinda by Municipal Corporation, Bathinda.

This has reference to your application for obtaining environmental clearance under EIA notification dated 14.09.2006 for establishment of an "Integrated Municipal Solid Waste Management Facility" having a processing facility at Mansa Road, Bathinda and an 'Engineered Sanitary Landfill Facility' in the revenue estate of Village Mandi Khurd, District Bathinda. The proposal has been appraised as per procedure prescribed under the provisions of EIA Notification dated 14.9.2006 as amended from time to time on the basis of the mandatory documents enclosed with the application viz., Form-1, 1-A, final rapid EIA study report and the additional clarifications furnished in response to the observations of the SEAC.

It is inter-alia noted that the proposal involves for establishment of an 'Integrated Municipal Solid Waste Management Facility' at Mansa Road, Bathinda within M.C. limits in an area of 20 acres to handle 350 TPD of MSW and establishment of 'Engineered Sanitary Landfill Facility' in an area of 36.8 acres in the revenue estate of Village Mandi Khurd, District Bathinda. The 'Integrated Municipal Solid Waste Management Facility' will be developed at the existing dumping of MSW of Bathinda. This facility will cater to the following 18 urban local bodies including Bathinda.

1. M.C. Abohar

2. M.C. Bathinda
3. M.C. Budhlada
4. M.C. Bareta
5. N.P. Bhikhi
6. N.P. Sardulgarh
7. M.C. Malout
8. M.C. Gidarbaha
9. M.C. Rampura Phul
10. B.C. Bhucho Mandi
11. M.C. Goniana
12. M.C. Maur
13. M.C. Raman
14. M.C. Kot Fatta
15. M.C. Sangat
16. M.C. Mansa
17. Talwandi Sabo
18. M.C. Tapa

M/s IL&FS has been appointed as Project Management Consultant by the Department of Local Bodies, Punjab for this project and the rapid EIA report has been prepared by M/s Voyants Solutions Pvt. Ltd., Environmental Consultant of M.C., Bathinda after carrying out study during the period February, March & April, 2011.

The Refuse Derived Fuel (RDF) plant of capacity 250 TPD will be installed, which would generate around 90-100 TPD of RDF in the form of fluff having gross calorific value of in the range of 2500-2800 kcal/kg. A compost plant of capacity 100 TPD will be installed for the bio-degradable solid waste. This plant will be operated for 330 days in a year and its life span will be about 25 years. The first phase of the project has been designed by considering the projected population for the year 2017 and provision has been kept for expansion plan of the project.

The Integrated MSW Management project will have the components i.e. door to door collection of MSW, secondary storage and transportation, processing facility and transport of rejects / inerts to landfill. In the compost plant, which will be based on aerobic composting process, residual organic fraction of

MSW and organic residue to be generated from RDF plant will be processed to produce organic manure. An 'Engineered Sanitary Landfill Facility' shall be developed at Village Mandi Khurd for disposal of rejects to be produced from the process and the inert matter. This facility shall be designed as per the guidelines prescribed in the Municipal Solid Waste (Management & Handling) Rules, 2000 and technical specifications as given in the manual of solid waste management published by CPHEEO. The expected cost of the project is Rs.66.46 crores. Total water requirement for the project will be about 45 KLD, which will be met through ground water supply by installing 1 no. tubewell. About 30 KLD of wastewater will be generated from various activities including domestic use, which will be treated before its reuse. The leachate to be generated will be handled and treated in a proper manner and will be reused in the plant. The surface run-off will also be collected and reused in the plant. The MC will require 600 KW of electricity, which will be taken from Punjab State Power Corporation Limited. The MC has proposal to install one number DG set of 250 KVA, which will be used as standby arrangement of power supply and this D.G. set will be provided with proper acoustic enclosures. The dust emissions to be generating during handling waste/movement of vehicles will be controlled by spraying water and providing enclosures. Adequate measures will be taken to control odour emissions.

The case was considered by the SEAC in its 43rd meeting held on 19.3.2011 and the SEAC finalized the 'Terms of Reference'. Thereafter, the Municipal Corporation, Bathinda submitted the draft rapid EIA study report alongwith its summary report to the Punjab Pollution Control Board for conduct of the public hearing. Accordingly, the public hearings for both sites were conducted by the Punjab Pollution Control Board on 25.07.2011 and the Board has sent the proceedings of both the public hearings to the SEIAA, Punjab vide letter no. 35303 dated 29.08.2011 and letter No. 35317 dated 29.08.2011. The Municipal Corporation, Bathinda submitted the final rapid EIA report for both the sites. The case was considered by the SEAC in its 53rd meeting held on 24.11.2011, 56th meeting held on 27.02.2012, 60th meeting held on 17.06.2012 and the observations of the Committee were conveyed to the Municipal Corporation, Bathinda from time to time. The case was finally considered by the SEAC in its 62nd meeting held on 21.07.2012 and decided to forward the case to SEIAA for grant of environmental clearance.

The case was considered by the SEIAA in its 40th meeting held on 17.08.2012 and the Authority observed that the case stands recommended by SEAC and the Authority looked into all the aspects of the project proposal in detail and was satisfied with the same. Therefore, the Authority decided to grant Environmental Clearance to Municipal Corporation, Bathinda for establishment of 'Integrated Municipal Solid Waste Management Facility' at Mansa Road, Bathinda in an area of 20 acres to handle 350 Tons/day of Municipal Solid Waste and 'Engineered Sanitary Landfill Facility' in an area of 36.8 acres in the revenue estate of Village Mandi Khurd, District Bathinda under EIA Notification dated 14.09.2006, subject to the following conditions as proposed by the SEAC, in addition to the proposed measures:

PART A – Specific conditions

I. Construction Phase

- i) "Consent to establish" shall be obtained from Punjab Pollution Control Board under Air (Prevention & Control of Pollution) Act, 1981 and Water (Prevention & Control of Pollution) Act, 1974 and a copy of the same shall be submitted to the Ministry of Environment & Forests / State Level Environment Impact Assessment Authority before the start of any construction work at site.
- ii) All required sanitary and hygienic measures should be in place before starting construction activities and to be maintained throughout the construction phase.
- iii) A first aid room will be provided in the project both during construction and operation phase of the project.
- iv) All the topsoil excavated during construction activities should be stored for use in horticulture / landscape development within the project site.
- v) Disposal of muck during construction phase should not create any adverse effect on the neighboring communities and be disposed off after taking the necessary precautions for general safety and health aspects of people with the approval of competent authority.
- vi) Construction spoils, including bituminous material and other hazardous material, must not be allowed to contaminate watercourses and the dump sites for such material must be secured, so that they should not leach into the ground water.
- vii) The diesel generator sets to be used during construction phase should be of low sulphur diesel type and should conform to the provisions of Environment (Protection) Act, 1986 prescribed for air and noise emission standards.
- viii) Vehicles hired for bringing construction material to the site and other machinery to be used during construction should be in good condition and should conform to applicable air and noise emission standards.

- ix) Ambient noise levels should conform to prescribed standards both during day and night. Incremental pollution loads on the ambient air and noise quality should be closely monitored during construction phase.
- x) Fly ash should be used as construction material in the construction as per the provisions of Fly Ash Notification of September, 1999 and as amended on August, 2003 (This condition is applicable only if the project is within 100 Km of Thermal Power Station).
- xi) Ready mixed concrete should be used construction purpose as far as possible.
- xii) Water demand during construction should be reduced by use of premixed concrete, curing agents and other best practices.
- xiii) Provision shall be made for the housing of construction labour within the site with all necessary infrastructure and facilities such as fuel for cooking, mobile toilets, mobile STP, disposal of waste water & solid waste in an environmentally sound manner, safe drinking water, medical health care, crèche etc. The housing may be in the form of temporary structures to be removed after the completion of the project.

II. Operation Phase

- i) "Consent for Operate" shall be obtained from State Pollution Control Board under Air and Water Act and a copy shall be submitted to the Ministry before commissioning of the integrated facility.
- ii) A green belt of minimum 15 m width shall be provided all around the periphery of the project site and 5 m on the side abutting to the STP.
- iii) The gas generated from the Landfill facility shall be collected and disposed/ utilized as per rules.
- iv) The leachate from the facility shall be collected and treated to meet the prescribed standards before its reuse.
- v) The proponent shall obtain necessary clearance from the Groundwater Authority for abstraction of ground water, if required.
- vi) The depth of the landfill site shall be decided based on the groundwater table at the site and permission regarding the same shall be obtained from MoEF/PPCB.
- vii) Periodical ground water/soil monitoring to check the contamination in and around the site shall be carried out as per the provisions of Municipal Solid Waste (Management & Handling) Rules, 2000/Punjab Pollution Control Board requirements.
- viii) Spraying of an appropriate herbal sanitizer shall be adopted for odour control in addition to its vacuum suction and destroying in furnace.
- ix) Proper shed shall be provided for the compost yard to prevent the rain water coming in contact with the material in the compost yard. Periodical ground water / soil monitoring to check the contamination in and around the site shall be carried out as per requirements of the Punjab Pollution Control Board.
- x) All the recommendations of the EMP shall be complied with letter and spirit.

- xi) The Municipal Corporation shall ensure that the project comply with all the provisions of the Municipal Solid Waste (Management and Handling) Rules, 2000.
- xii) Regular ambient air quality monitoring shall be carried out for all the parameters mentioned in the notification dated 16th November, 2009 of the Ministry of Environment & Forests.
- xiii) The project proponent shall set up separate environmental management cell for effective implementation of the stipulated environmental safeguard under the supervision of a Senior Executive.
- xiv) Entire organic material shall be converted into manure. Recyclable material likewise glass, steel etc., shall be sold to recycler. Only inert material which cannot be either composted or recycled shall be sent to the Engineered Sanitary Landfill facility to be developed in the revenue estate of Village Mandi Khurd, District Bathinda.
- xv) The funds earmarked for the environment management plan shall be included in the annual budget of the Municipal Corporation and this shall not be diverted for any other purposes.
- xvi) Traffic congestion near the entry and exit points from the roads adjoining the proposed project site must be avoided. Parking should be fully internalized and no public space should be utilized.
- xvii) Effective safeguard measures shall be taken by Municipal Corporation to ensure that the AAQ levels at various locations are within permissible limits as prescribed by MoEF/PPCB.
- xviii) Appropriate mitigative measures shall be undertaken by the Municipal Corporation to prevent pollution of water of the distributory in consultation with the State Pollution Control Board. It shall be ensured that there will be no littering of solid waste from vehicles and the leachate/ surface run-off to be generated shall be collected with the help of lined ditches & treated properly, so that there should not be any impact on the quality of water of the said distributory.
- xix) The Municipal Corporation shall construct a RCC wall along the distributory of minimum height more than the maximum height of the vehicles to be used for transportation of solid waste/covering the distributory/conveyance of water through closed pipeline right from starting of approach road upto the farthest end of the site of the project to rule out the possibility of having any impact of the transporting vehicles on the quality of water of the said distributor.
- xx) Periodical medical examination of the workers engaged in the project shall be carried out and records maintained. For the purpose, schedule of health examination of the workers should be drawn and followed accordingly.
- xxi) Ambient noise levels should conform to prescribed standards both during day and night. Incremental pollution loads on the ambient air and noise quality should be closely monitored.
- xxii) The Risk assessment and disaster management plan should be prepared and implemented.

PART B – General Conditions :

- I. This environmental clearance will be valid for a period of five years from the date of its issue or till the completion of the project, whichever is earlier.
- II. The environmental safeguards contained in the application of the Municipal Corporation / mentioned during the presentation before State Level Environment Impact Assessment Authority/State Expert Appraisal Committee should be implemented in letter and spirit.
- III. The entire cost of the environmental management plan (i.e. capital cost as well as recurring cost) will continue to be borne by the Municipal Corporation until the responsibility of environmental management plan is transferred to the occupier/residents society under proper MOU after obtaining prior permission of the Punjab Pollution Control Board.
- IV. The Municipal Corporation shall also submit six monthly reports on the status of compliance of the stipulated EC conditions including results of monitored data (both in hard copies as well as by mail) to the respective Regional office of MoEF, the Zonal Office of CPCB and the SPCB/SEIAA.
- V. Officials from the Regional Office of Ministry of Environment & Forests, Chandigarh / State Level Environment Impact Assessment Authority / State Level Expert Appraisal Committee / Punjab Pollution Control Board who would be monitoring the implementation of environmental safeguards should be given full cooperation, facilities and documents / data by the project proponents during their inspection. A complete set of all the documents submitted to State Environment Impact Assessment Authority should be forwarded to the CCF, Regional Office of Ministry of Environment & Forests, Chandigarh/State Level Environment Impact Assessment Authority.
- VI. In the case of any change(s) in the scope of the project, the project would require a fresh appraisal by State Environment Impact Assessment Authority.
- VII. All other statutory clearances such as the approvals for storage of diesel from Chief Controller of Explosives, Fire Department, Civil Aviation Department, Forest (Conservation) Act, 1980 and Wildlife (Protection) Act, 1972 etc. shall be obtained, by Municipal Corporation from the competent authorities including Punjab Pollution Control Board and from other statutory bodies as applicable.
- VIII. The Municipal Corporation should advertise in at least two local newspapers widely circulated in the region, one of which shall be in the vernacular language informing that the project has been accorded environmental clearance and copies of clearance letters are available with the Punjab Pollution Control Board. The advertisement should be made within seven days from the day of issue of the clearance letter and a copy of the same should be forwarded to the Regional Office, Ministry of Environment & Forests, Chandigarh.

- IX. These stipulations would be enforced among others under the provisions of Water (Prevention & Control of Pollution) Act, 1974, Air (Prevention & Control of Pollution) Act, 1981, Environmental (Protection) Act, 1986, the Public Liability (Insurance) Act, 1991 and EIA Notification, 2006.
- X. Environmental clearance is subject to final order of the Hon'ble Supreme Court of India in the matter of Goa Foundation Vs. Union of India in Writ Petition (Civil) No. 460 of 2004 as may be applicable to this project and decisions of any competent court, to the extent applicable.
- XI. A copy of the clearance letter shall be sent by the proponent to concerned Panchayat, Zilla Parishad/ Municipal Corporation, Urban local body and the local NGO, if any, from whom suggestions / representations, if any, were received while processing the proposal. The clearance letter shall also be put on the website of the Municipal Corporation by the proponent.
- XII. The proponent shall upload the status of compliance of the stipulated EC conditions, including results of monitored data on their website and shall update the same periodically. It shall simultaneously be sent to the Regional Office of MoEF, the respective Zonal Office of CPCB and the SPCB. The criteria pollutant levels namely; PM_{2.5}, PM₁₀, SO₂, NO_x, CO, Pb, Ozone (ambient air as well as stack emissions) shall be monitored and displayed at a convenient location near the main gate of the project site in the public domain.
- XIII. The Municipal Corporation shall adhere to the commitments made in the Environment Management Plan and Corporate Social Responsibility.
- XIV. The State Environment Impact Assessment Authority reserves the right to add additional safeguards/ measures subsequently, if found necessary, and to take action including revoking of the environmental clearance under the provisions of the Environmental (Protection) Act, 1986, to ensure effective implementation of the suggested safeguards/ measures in a time bound and satisfactory manner.
- XV. Any appeal against this environmental clearance shall lie with the National Green Tribunal, if preferred, within a period of 30 days as prescribed under Section 16 of the National Green Tribunal Act, 2010.
- XVI. The Municipal Corporation shall construct pucca lined ditches for collection of surface run off and the same will be used in the composting process.
- XVII. The Municipal Corporation shall ensure that the contractor/operator shall engage people of local area for operation of the facility as far as possible, so as to have opportunities of employment for them.
- XVIII. The Municipal Corporation may apply for transfer of environmental clearance under EIA notification dated 14.09.2006 to the contractor/operator finalized by it to SEIAA, Punjab. However, no activity shall be undertaken by the operator/contractor till the environmental clearance is transferred in his name and he is lawfully bound to comply with the conditions of the environmental clearance.
- XIX. The post closure arrangement of the facility shall be made as per the Municipal Solid Waste (Management & Handling) Rules, 2000 and "Manual on Municipal Solid Waste Management" published by the Ministry of Urban Development and Municipal Corporation will be responsible for post closure

of the facility and monitoring shall be done as per the Municipal Solid Waste (Management & Handling) Rules, 2000 / "Manual on Municipal Solid Waste Management" published by the Ministry of Urban Development/Punjab Pollution Control Board directions.


Member Secretary (SEIAA)

REGISTERED

Endst. No. 36351-62

Dated 30.8.11

A copy of the above is forwarded to the following for information & further necessary action please.

1. The Secretary to Govt. of India, Ministry of Environment and Forest, Paryavaran Bhawan, CGO Complex, Lodhi Road, New Delhi.
2. The Chairman, Central Pollution Control Board, Parivesh Bhavan, CBD-cum-office Complex, East Arjun Nagar, New Delhi.
3. The Chairman, Punjab State Power Corporation Ltd., The Mall, Patiala.
4. The Deputy Commissioner, Bathinda.
5. The Chairman, Punjab Pollution Control Board, Vatavaran Bhawan, Nabha Road, Patiala.
6. The Chief Conservator of Forests (North), Ministry of Environment and Forest, Regional Office, Bays No.24-25, Sector-31-A, Chandigarh.
7. The Chief Town Planner, Pb., Department of Town & Country Planning, 6th Floor, PUDA Bhawan, Phase-8, Mohali
8. Monitoring Cell, Ministry of Environment and Forest, Paryavaran Bhawan, CGO Complex, Lodhi Road, New Delhi.
9. The Director (Environment), Ministry of Environment and Forest, Northern Regional Office, Bays No.24-25, Sector-31-A, Chandigarh. The detail of the project proponent is as under:
 - a) Name of the applicant M.C. Bathinda
 - b) Fax Number 0164-2252811
 - E-mail cmcbathinda@gmail.com
10. The Assistant Environmental Engineer (Computer), Punjab Pollution Control Board, Head Office, Patiala for displaying the environmental clearance on the web site of the State Level Environment Impact Assessment Authority.
11. The Executive Engineer, PUDA, Bathinda.
12. M/s IL&FS, S.C.O. 210-11, 3rd Floor, Sector 34-A, Chandigarh.


Member Secretary (SEIAA)

OUT TODAY

1521
17/8/12

W-1

pending of 12.9.2012

In the High Court of Punjab & Haryana at Chandigarh

TO	To, P. Singh (MSW)
अभिप्रेत	by
मि. अभिप्रेत	by

LA to exam
A disband

1. The Superintendent of Police, Central Bureau of Investigation, ACB, Sector 30-A Chandigarh
2. The State of Punjab through the Chief Secretary, Civil Secretariat Punjab Chandigarh
3. The Secretary Department of Local Bodies, Government of Punjab Punjab Mini Secretariat Sector 9 Chandigarh
4. Municipal Corporation Bathinda through its Commissioner
5. Deputy Commissioner Bathinda
6. Punjab Pollution Control Board through its Secretary Vatavaran Bhawan Nabha Road, Patiala
7. Yadvinder Singh son of Kuldip Singh resident of village Bullepur Tehsil Khanna District Ludhiana
8. Khusdev Singh son of Didar Singh resident of House No.156 village Khanna Khurd Tehsil Khanna District Ludhiana
9. Himmat Singh son of Didar Singh resident of House No.156 village Khanna Khurd Tehsil Khanna district Ludhiana
10. Kanwarpal Singh son of Sukhpal Singh resident of House No.161 Saraba Nagar Malout District Muktsar
11. Balwinder Singh son of Sucha Singh resident of village Roranwali Tehsil and District Muktsar

Subject: CWP No. 21960 of 2011

Jarnail Singh etc.

.....Petitioner(s)

Versus

State of Punjab & Ors.

.....Respondents

Sir,

In continuation of this Court's order dated NIL, I am directed to forward herewith a copy of order dated 08.08.2012 passed by this Hon'ble High Court in the above noted Civil Writ Petition for immediate strict compliance. Copy of full set of Writ petition along with annexures and orders is also attached herewith for Sr.No.1/CBI only.

Given under my hand and the seal of this Court on 13th day of August 2012.

By order of the High Court of Punjab & Haryana
at Chandigarh

Superintendent(Writs)
for Assistant Registrar(Writs)

IN THE HIGH COURT FOR THE STATES OF PUNJAB AND HARYANA AT
CHANDIGARH.

CIVIL MISC. NO. 12 OF 2011
IN
C.W.P. NO. 21960 OF 2

AMENDED MEMO OF PARTIES

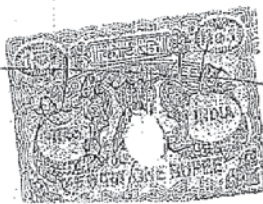
1. ✓ Jarnail Singh son of Dharam Singh
2. ✓ Saimber Singh son of Nek Singh
3. ✓ Sukhdev Singh son of Bikar Singh
4. Kulwant Singh son of Mukhtiar Singh

All residents of Village Mandi Khurd, Tehsil Rampura Phul, District
Bathinda.

.....Petitioners

Versus

1. The State of Punjab through the Chief Secretary, Civil Secretariat,
Punjab, Chandigarh.
2. The Secretary, Department of Local Bodies, Government of Punjab,
Punjab Mini Secretariat, Sector-9, Chandigarh.
3. Municipal Corporation Bathinda, through its Commissioner.
4. Deputy Commissioner, Bathinda.
5. Punjab Pollution Control Board, through its Secretary, Vatavaran
Bhawan, Nabha Road, Patiala.



28/11/11

6. Yadvinder Singh s/o Kuldip Singh, resident of Village Bulepur, Tehsil Khanna, Distt. Ludhiana.
7. Khushdev Singh s/o Didar Singh, resident of H. No. 156, Village Khanna Khurd, Tehsil Khanna, Distt. Ludhiana.
8. Himmat Singh s/o Didar Singh resident of H. No. 156, Village Khanna Khurd, Tehsil Khanna, Distt. Ludhiana.
9. Kanwarpal Singh s/o Sukhpal Singh, resident of H. No. 161, Saraba Nagar, Malout, Distt. Muktsar.
10. Balwinder Singh s/o Sucha Singh, resident of Village Roranwali, Tehsil and Distt. Muktsar.

---- Respondents

Civil Writ Petition under Articles 226/227 of the Constitution of India for the issuance of an appropriate writ, order or direction especially in the nature of mandamus for handing over the investigation of the present matter of acquisition of land at village Mandi Khurd, in which undue benefit of around Rs. 5,62,80,490/- has been given to four politically influential families at the cost of Government Exchequer, to an independent investigating agency preferably C.B.I.

AND

For issuance of writ or direction to the respondents to not to install or shift to some alternate place, the Municipal Waste land Fill Facility, proposed at village Mandi Khurd in view of the facts and circumstances mentioned in the Writ Petition.

AND

Civil Writ Petition No. 21960 of 2012

Jarnail Singh & Others Vs. The State of Punjab & Others

Present: Mr. Ramandeep Singh Pandher, Advocate
for the petitioners.

Ms. Gurveen H. Singh, Additional Advocate
General, Punjab, for respondents No.1, 2 and 4.

Mr. G.S. Attariwala, Advocate
for respondent No.3.

Ms. Reeta Kohli, Advocate
for respondent No.5.

None for respondents No.6 to 10.

Reply, filed in Court today, by way of affidavit of Khushboo
Goel, Additional Secretary, Local Government, Punjab, has been taken
on record.

In this writ petition, the petitioners have made a prayer that
investigation be got conducted in the matter of acquisition of land
measuring 36.81 acres in village Mandi Khurd for the purpose of setting
up an "Engineered Sanitary Landfil Facility" by Municipal Corporation,
Bathinda. It is grievance of the petitioners that respondents No.6 to 10
had purchased the above land between 18.2.2010 to 23.2.2010 from
some private persons. The chart showing the dates of purchase of the
above land and the amount paid is annexed with this writ petition as
Annexure P2. Perusal thereof indicates that the above respondents
have purchased 31 acres of land for an amount of ₹ 1,59,41,000.

It is stated that in a malafide manner, within few days of the
purchase, the above land was recommended for acquisition, vide letter
dated 25.2.2010 (Annexure P1). Total 40 acres of land was needed for
setting up the above said project, Municipal Corporation had 36 acres

Civil Writ Petition No. 21960 of 2012²⁰¹¹

--- 2 ---

of its own land ignoring that fact, a recommendation was made to acquire 35 acres of land in village Mandi Khurd, Tehsil Phool which includes 31 acres land purchased by respondents No.6 to 10. It was done with a malafide intention to extend undue benefit to these respondents.

By making a reference to an award dated 14.10.2010 (Annexure P6) an attempt has been made to show that to give benefit to the private respondents the land was acquired at an exorbitant price without any application of mind. It was so done because of proximity of the above respondents with some persons in power. Perusal of the award shows that the land was acquired at the rate of ₹ 16,00,000 per acre and after awarding several statutory benefits, an amount of ₹ 8,66,65,800 has been ordered to be paid to the private respondents. The petitioners alleged that the land which has been purchased two days before the initiation of the process of acquisition, vide letter dated 25.2.2010 (Annexure P1) for an amount of ₹ 1,59,41,000, has now been acquired at a rate which is five/six times more than the purchase price. It is stated that the action is unfair and is an overt act of looting the Government exchequer in such a clandestine manner.

Tentatively, we are satisfied with the apprehension raised by the petitioners. Before we proceed further, it is necessary to get an inquiry conducted into the allegations levelled by the petitioners. Despite efforts made, respondents No.6 to 10 have failed to put in their appearance though respondents No. 6 to 8 and 10 have been duly served.

Civil Writ Petition No. 21960 of 2012

--- 3 ---

In view of the facts and circumstances of the case, we direct that a preliminary inquiry be got conducted through Central Bureau of Investigation. The Incharge, Central Bureau of Investigation at Chandigarh is directed to take over the investigation, complete the same within one month from today and submit a report to this Court on or before the next date of hearing. The Registry is directed to dispatch a copy of this order to the officer concerned of the Central Bureau of India at Chandigarh along with one copy of this writ petition. In the meantime, it is directed that status quo regarding the land in question be maintained till further orders.

Adjourned to 12.9.2012.

(Jasbir Singh)
Acting Chief Justice

(Tejinder Singh Dhindsa)
Judge

August 8, 2012
"DK"

Sumran
16/8/12



PUNJAB AND HARYANA HIGH COURT

Handwritten notes and signatures at the bottom left corner, including dates like 12/8/2012 and 16/8/12.

In the High Court of Punjab & Haryana at Chandigarh

To,

1. The Superintendent of Police, Central Bureau of Investigation, ACB, Sector 30-A, Sector 30-A Chandigarh.
2. The State of Punjab through the Chief Secretary, Civil Secretariat Punjab Chandigarh.
3. The Secretary Department of Local Bodies, Government of Punjab, Punjab Mini Secretariat Sector-9, Chandigarh.
4. Municipal Corporation Bathinda through its Commissioner
5. Deputy Commissioner Bathinda
6. Punjab Pollution Control Board through its Secretary Vatavaran Bhawan Nabha Road, Patiala
7. Yadvinder Singh son of Kuldip Singh resident of village Bullepur Tehsil Khanna District Ludhiana
8. Khusdev Singh son of Didar Singh resident of House No. 156 village Khanna Khurd Tehsil Khanna district Ludhiana.
9. Himmat Singh son of Didar Singh resident of House No. 156 village Khurd Tehsil Khanna district Ludhiana
10. Kanwarpal Singh son of Sukhpal Singh resident of 161 Saraba Nagar Malout District Muktsar
11. Balwinder Singh son of Sucha Singh resident of village Ropranwali, Tehsil and District Muktsar

Subject: CWP No. 21960 of 2011

Jarnial Singh Singh etc. ...Petitioner(s)

Versus

State of Punjab & Ors. ...Respondents

Sir,

In continuation of this Court's order dated NIL, I am directed to forward herewith a copy of order dated 08.08.2012 passed by this Hon'ble High Court in the above noted Civil Writ Petition for immediate strict

compliance. **Copy of full set of Writ petition along with annexures and orders is also attached herewith for Sr. No. 1/CBI only.**

Given under my hand and the seal of this Court on **13th day of August, 2012.**

By order of this High Court of Punjab & Haryana at Chandigarh

**IN THE HIGH COURT FOR THE STATES OF PUNJAB AND HARYANA
AT CHANDIGARH**

CIVIL MISC. NO. OF 2011

IN

C.W.P. NO. 21960 OF 2011

AMENDED MEMO OF PARTIES

1. Jarnail Singh son of Dharam Singh
2. Saimber Singh son of Nek Singh
3. Sukhdev Singh of Bikar Singh
4. Kulwant Singh son of Mukhtiar Singh

All residents of Village Mandi Khurd, Tehsil Rampura Phul, District
Bathinda.

-----Petitioner

Versus

1. The State of Punjab through the Chief Secretary, civil Secretariat Punjab,
Chandigarh
2. The Secretary, Department of Local Bodies, Government of Punjab, Punjab
Minin Secretariat, Sector-9 Chandigarh.
3. Municipal Corporation Bathinda through its Commissioner.
4. Deputy Commissioner, Bathinda

5. Punjab Pollution Control Board through its Secretary, Vetavaran Bhawan, Nabha Road, Patiala.
6. Yadvinder Singh s/o Kuldip Singh, resident of Village Bulepur, Tehsil Khanna, Distt. Ludhiana.
7. Khushdev Singh s/o Didar Singh, resident of H. No. 156, Village Khanna Khurd, Tehsil Khanna, Distt. Ludhiana.
8. Himmat Singh s/o Didar Singh resident of H. No. 156, Village Khanna Khurd, Tehsil Khanna, Distt. Ludhiana.
9. Kanwarpal Singh s/o Sukhpal Singh, resident of H. No. 161 Saraba Nagar, Malout, Distt. Muktsar.
10. Balwinder Singh s/o Sucha Singh, resident of Village Roranwali, Tehsil and Distt. Muktsar.

.....Respondents

Civil Writ Petition under Articles 226/227 of the constitution of India for the issuance of an appropriate writ, order or direction especially in the nature of mandamus for handing over the investigation of the present matter of acquisition of land at village Mandi Khurd, in which undue benefit of around Rs. 5,62,80,490/- has been given to four politically influential families at the cost of Government Exchequer, to an independent investigating agency preferably C.B.I.

AND

TRUE TYPED COPY

For issuance of writ or direction to the respondents to not to install or shift to some alternate place, the Municipal Waste land Fill Facility, proposed at village Mandi Khurd in view of the facts and circumstances mentioned in the Writ Petition.

AND

Present: Mr. Ramandeep Singh Pandher, Advocate for the Petitioners.

Ms. Gurveen H. Singh Additional Advocate General, Punjab, for respondents, No. 1, 2 and 4.

Mr. G.S. Attariwala, Advocate for respondent No. 3.

Ms. Reeta Kohli, Advocate for respondent No. 5.

None for respondents No.6 to 10

Reply, filed in court today, by way of affidavit of Khushboo Goel, Additional Secretary, Local Government, Punjab, has been taken on record.

In this Writ petition, the petitioners have made a prayer that investigation be got conducted in the matter of acquisition of land measuring 36.81 acres in village Mandi Khurd for the purpose of setting up an “Engineered Sanitary Landfill Facility” by Municipal Corporation, Bathinda. It is grievance of the petitioners that respondents No.6 to 10 had purchased the above land between 18.2.2010 to 23.2.2010 from some private persons. The chart showing the dates of purchase of the above land and the amount paid is annexed with this Writ petition as

Annexure P2. Perusal thereof indicates that the above respondents have purchased 31 acres of land for an amount of ₹ 1,59,41,000.

It is stated that in a malafide manner, within few days of the purchase, the above land was recommended for acquisition, vide letter dated 25.2.2010 (Annexure P1) Total 40 acres of land was needed for setting up the above said project, Municipal Corporation had 36 acres of its own land ignoring that fact, a recommendation was made to acquire 35 acres of land in village Mandi Khurd, Tehsil Phool which includes 31 acres land purchased by respondents No. 6 to 10. It was done with a mollified intention to extend undue benefit to these respondents.

By making a reference to an award dated 14.10.2010 (Annexure P6) an attempt has been made to show that to give benefit to the private respondents the land was acquired at an exorbitant without any application of mind. It was so done because of proximity of the above respondents with some persons in power. Perusal of the award shows that the land was awarding several statutory benefits, an amount of ₹ 8,66,65,800 has been ordered to be paid to the private respondents. The petitioners alleged that the land which has been purchased two days before the initiation of the process of acquisition vide letter dated 25.02.2010 (Annexure P1) for an amount of ₹ 1,59,41,000 has now been acquired at a rate which is five/six times more than the purchase price. It is stated that the action is unfair and is an overt act of looting the Government exchequer in such a clandestine manner.

Tentatively, we are satisfied with the apprehension raised by the petitioners. Before we proceed further, it is necessary to get an inquiry conducted into the allegations levelled by the petitioners. Despite efforts made, respondent No. 6 to 10 have failed to put in their appearance though respondent no. 6 to 10 have filed to put in their appearance though respondents no. 6 to 8 and 10 have been duly served.

In view of the facts and circumstances of the case we direct that a preliminary inquiry be got conducted through Central Bureau of Investigation. The Incharge, Central bureau of Investigation at Chandigarh is directed to take over the investigation complete the same within one month from today and submit a report to this Court on or before the next date hearing. The Registry is directed to dispatch a copy of this order to the officer concerned of the Central Bureau of India at Chandigarh along with one copy of this writ petition in the meantime it is directed that status quo regarding the land in question be maintained till further orders.

Adjourned to 12.09.2012.

(Jasbir Singh)
Acting Chief Justice

Tejinder Singh Dhindsa
Judge

August 8, 2012



पंजाब PUNJAB

W 236961

Land Lease Agreement

Project Site Lease Deed/Processing Facilities Site Lease Deed

This LEASE AGREEMENT made on the 14th day of July in the year Two Thousand and sixteen.


BETWEEN

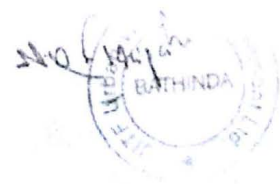
Municipal Corporation Bathinda, a statutory body constituted under the Punjab Municipal Act, of year 1976, and having its office at Bathinda, (hereinafter referred to as "the Lessor" which expression shall unless repugnant to the context thereof, include its successors and permitted assigns).

AND

M/s JITF Urban Waste Management (Bathinda) Ltd or Concessionaire, a company incorporated under the Companies Act, 1956 and having its registered office at Jindal ITF Centre, 28, Shivaji Marg, New Delhi-110015 (hereinafter referred to as "Lessee" which expression shall unless it be repugnant to the subject or context be deemed to include its successors and permitted assigns).

Page 1 of 7


Commissioner,
Municipal Corporation,
Bathinda.



WHEREAS

- A. The Municipal Corporation of Bathinda is desirous of improving its municipal solid waste (MSW) management and disposal capabilities in order to enable the due discharge of its functions under the Municipal Solid Wastes (Management and Handling) Rules, 2000 framed by the Government of India under the Environment (Protection) Act, 1986 (Act 29 of 1986) and including any statutory amendments / modifications thereto or re-enactments thereof, for the time being in force from time to time] and for that purpose has proposed to develop an Integrated MSW Management System or Project for the Bathinda Cluster. To carry out MSW Management activities in the Bathinda cluster and to develop Processing Facilities as a part of Integrated MSW Management System for the Bathinda Cluster by the Lessee, Municipal Corporation of Bathinda (Concessioning Authority) has entered into a Concession Agreement dated 23.11.11 with M/s JITF Urban Waste Management (Bathinda) Limited, ("Concessionaire"), under which it has authorized the Concessionaire to implement the Project.
- B. The Municipal Corporation Bathinda in order to enable the due implementation of the Project for the Bathinda Cluster and to discharge its obligations under the Concession Agreement signed with Concessioning Authority, is hereby providing the Lessee (the Concessionaire under the Concession Agreement), by way of this Lease Agreement ("this Agreement"), the Demised Premises (more particularly delineated in Schedule A hereto and shown in the Site map attached thereto) to setup MSW Processing & Disposal for the purposes of implementing the Project for Bathinda Cluster and constructing, operating and maintaining the Project Site (s) and Processing Facilities Site(s) as a part of Project Facilities on the Demised Premises, on the terms and conditions and subject to the covenants and stipulations hereinafter contained.

NOW THIS INDENTURE OF LEASE WITNESSETH AS FOLLOWS:

1. The Lessor hereby leases the Demised premises to the Lessee for a period commencing from the date of execution and co-terminus with Concession Period ("Term"). This Agreement is to be read, for any interpretation, together with the provisions of the Concession Agreement.
2. The terms that are used but not defined herein shall have the same meaning as given to them in the Concession Agreement.
3. In consideration of the Lessee undertaking to implement the Project in accordance with the provisions of the Concession Agreement and undertaking to pay the lease payment stipulated in Clause 4 below; the Lessor hereby demises to the Lessee, all the land (together with any physical structures existing thereon) as shown in the Schedule A hereto and shown in the Schedule A hereto (the "Demised Premises") to the Lessee on the Demised Premises, without interruption or interference together with the full and free right and liberty of way and passage and other rights in relation thereto, for as long as per


Commissioner,
Municipal Corporation,
Bathinda.




Concession Agreement the Mandi Khurd land of 36.81 acre is not cleared for SLF does not lapse due to expiry of its term or is not terminated earlier in accordance with the provisions thereof. The term of this Agreement shall be co-terminus with

the concession Agreement. The Lessor hereby agrees and authorizes the construction, operation and maintenance of the Project and Processing Facility Site(s) and Project Facilities, if any, on the Demised Premises in accordance with the terms of the Concession Agreement.

4. In consideration of the transfer of the Demised Premises under this Agreement, the Lessor shall, effective from the date of handover of the possession of the Demised Premises to the Lessee, receive a rent of Rupee one per square meter per annum payable on or before the 10th day of the first calendar month in each year provided however, the lease payment shall be paid in advance for a period of Three (3) years and thereafter in advance for such period(s) of time as the Lessee may deem fit. The Lessor undertakes and assures the Lessee that the lease payment for the Demised Premises shall remain fixed for the entire period that this Agreement remains valid and binding.
5. The Demised Premises are being vested with the Lessee, under this Agreement, free from any Encumbrances (other than the existing physical structures thereon which has been inspected by the Lessee and agreed to be taken over in accordance with the terms of This Agreement and the Concession Agreement), whether legal or physical in nature. At any time during the term of this Agreement if the Lessee discovers any Encumbrances upon or under the Demised Premises which materially adversely affect its rights in relation to the Demised Premises/the Project, it shall notify the Lessor, which shall, within twenty one (21) days from the receipt of the notice, either remove or cause to be removed such encumbrances at its own cost. In the event that the Lessor fails to remove such encumbrances within twenty one (21) days from the notice thereof, the Lessee may remove or cause to be removed such encumbrance and the costs and expenses or consequential liabilities incurred in respect thereof shall be reimbursed to the Lessee by the Lessor.
6. The Demised Premises are being vested with the Lessee, under this Agreement only for the purposes of the Project, including for the purposes of developing, establishing, designing, constructing, operating, and maintaining the Project and Processing Facility Site(s), which the Lessor is desirous of being constructed, operated and maintained on the Demised Premises for the purposes of enabling the Project activities in accordance with the Concession Agreement.
7. The Lessor hereby authorizes the Lessee, to construct, erect, own, operate and maintain any superstructure, facility or any movable or immovable structures constituting the Project and Processing Facility Site(s) on the Demised Premises and for that purpose also remove, renovate, use or demolish any structures that may be existing on the Demised Premises as of the date of this Agreement. The Lessor hereby agrees that the construction, operation and maintenance of the Project and Processing Facility Site(s) at the Demised Premises and the receipt, storage and Transport/processing of


Page 3 of 7


 Commissioner,
 Municipal Corporation,
 Bathinda.




MSW at the Demised Premises is being undertaken pursuant to the Concession Agreement granted by it and for the purposes of enabling the Lessor to discharge its functions of managing, processing and disposing MSW of the entire Cluster.

8. The Lessee shall have the right to, after taking prior permission of the Lessor, vest with the Lenders the power to take over the control, possession and all rights and interests in relation to the Demised Premises by appointing a person, the substitute entity, to replace the Lessee and undertake the construction, operation and maintenance of the Processing Facilities, in accordance with the provisions of the Concession Agreement, upon the occurrence of an event of default by the Lessee, as the case may be, under any of the Financing Agreements. The Lessor shall then novate this Agreement in favour of the substitute entity, which shall constitute an agreement between the substitute entity and the Lessor on the terms and conditions of this Agreement as existing at the time of such novation.
9. The Lessee agrees that it is not authorized to create any Encumbrance over the Project Facility constructed on the Demised Premises and the Demised Premises.
10. The Lessor hereby covenants and assures the Lessee that:
 - (a) all the land comprising the Site is permitted and duly authorized and earmarked for purposes of establishment, construction, operation and maintenance of the Project and Processing Facility Site(s) as a part of the Project Facilities;
 - (b) the Site is free from any encroachment or encumbrances whatsoever and is not subject to any acquisition or other legal proceedings by any authority, body or government nor is any claim of any third party subsisting in respect thereof or relating thereto;
 - (c) Lessor is the owner of the lands constituting the Demised Premises and it shall, in that capacity, defend or satisfy all actions or claims against the use of the Demised Premises for the Project;
 - (d) it shall not interfere with or impede in any manner or otherwise limit, restrict or impose any conditions or restrictions on the complete, free and full enjoyment and use of the Demised Premises and all rights in relation thereto, including the creation of security interest in favour of the Lenders in accordance with the provisions of the Concession Agreement;
 - (e) it shall not interfere in or impede in any manner or otherwise limit, restrict or impose conditions in relation: (i) to the construction, operation and maintenance of the Project and Processing Facility Site(s); (ii) the implementation of the Project by the Lessee and (iii) the possession, control and use, by the Lessee of the Demised Premises and the Project and Processing Facility Site(s);
 - (f) It shall enter into appropriate further documentation or additional writings as the Lessee or the Lenders may reasonably require to give effect to the provisions of this Agreement and the Financing Agreements;
 - (g) there is no litigation, claim, demand or any proceedings (whether administrative, legal or quasi-judicial) pending before any authority in respect of the Demised Premises or its use for the purposes of managing, processing and disposing MSW.


 Commissioner
 Municipal Corporation,
 Bathinda.





- (h) The Lessee shall have complete, lawful and uninterrupted, possession, control and use of the Demised Premises.
10. The Lessee hereby covenants with the Lessor as follows:
- (a) That it shall implement the Project Facility as a part of Project for Bathinda Cluster in accordance with the Concession Agreement; and
 - (b) That it shall observe and perform all terms, conditions and stipulations of this Agreement.
11. Lessor has requisite right and authority to lease the Site to Lessee for the Term of this Agreement for the purposes of the Project on the terms and conditions of this Agreement and further that Lessee shall have full, free and uninterrupted peaceful Vacant Possession, enjoyment/ occupation and use of the Demised Premises throughout the Term, without any obstruction interference or disturbance or claim whatsoever from the Lessor or from any person claiming through under or in trust for Lessor or from any third person whomsoever. Lessor shall keep Lessee fully indemnified and harmless against any claims or demands from any Person claiming right, title or interest to or in the Demised Premises or any part thereof or challenging the validity of the usage of the Demised Premises for the Project or challenging the validity of this Agreement, as also against any actions, proceedings, damages, losses and expenses caused to Lessee as a result or in consequence of any such claims or demands as aforesaid.
12. Otherwise as expressly provided in this Agreement no assignment of this Agreement or any rights or duties hereunder shall be made in whole or in part by any Party without the written consent of the other Party and in the event of any assignment the assignee shall assume the duties and liabilities of the assignor.
13. Otherwise as expressly provided in this Agreement no mortgage of leasehold interest shall be created of the land/Site(s) under this Agreement in whole or part for obtaining term loan to finance the Project without the written consent of lessor.
14. The Lessor hereby assures and represents to the Lessee that the vesting of the Demised Premises under this Agreement shall be irrevocable for as long as the Concession Agreement remains in force and the Lessor shall not terminate or seek to terminate this Agreement except upon the expiry or early termination of the Concession Agreement. The Parties hereby agree that on the expiry or termination of the Concession Agreement the Concessionaire shall hand back to the Lessor or its nominated agency free of cost the vacant and peaceful possession of the Demised Premises in accordance with the provisions of the Concession Agreement.
15. Any disputes and/or differences arising between the Parties, in relation to or under this Agreement will be resolved through arbitration in accordance with the relevant provision of the Concession Agreement as per provisions of the Arbitration and Conciliation Act, 1996. The governing law of the arbitration shall be Indian law.


Commissioner,
Municipal Corporation,
Bathinda.



16. The Lessor hereby recognizes that this is a commercial act being undertaken by the Lessee and that it hereby unconditionally and irrevocably waives any right of immunity, sovereign or otherwise from legal proceedings that may be initiated to enforce any provisions of this Agreement.

IN WITNESS WHEREOF the Parties have affixed therein and sealed to this Lease Agreement the day and year first hereinabove written:

SIGN SIGNED, SEALED AND DELIVERED IN THE NAME AND ON BEHALF OF THE LESSOR THROUGH:	
SIGNED, SEALED AND DELIVERED BY LESSEE THROUGH ITS AUTHORISED SIGNATORY IN PRESENCE OF:	Commissioner, Municipal Corporation, Bathinda. 

Witness:

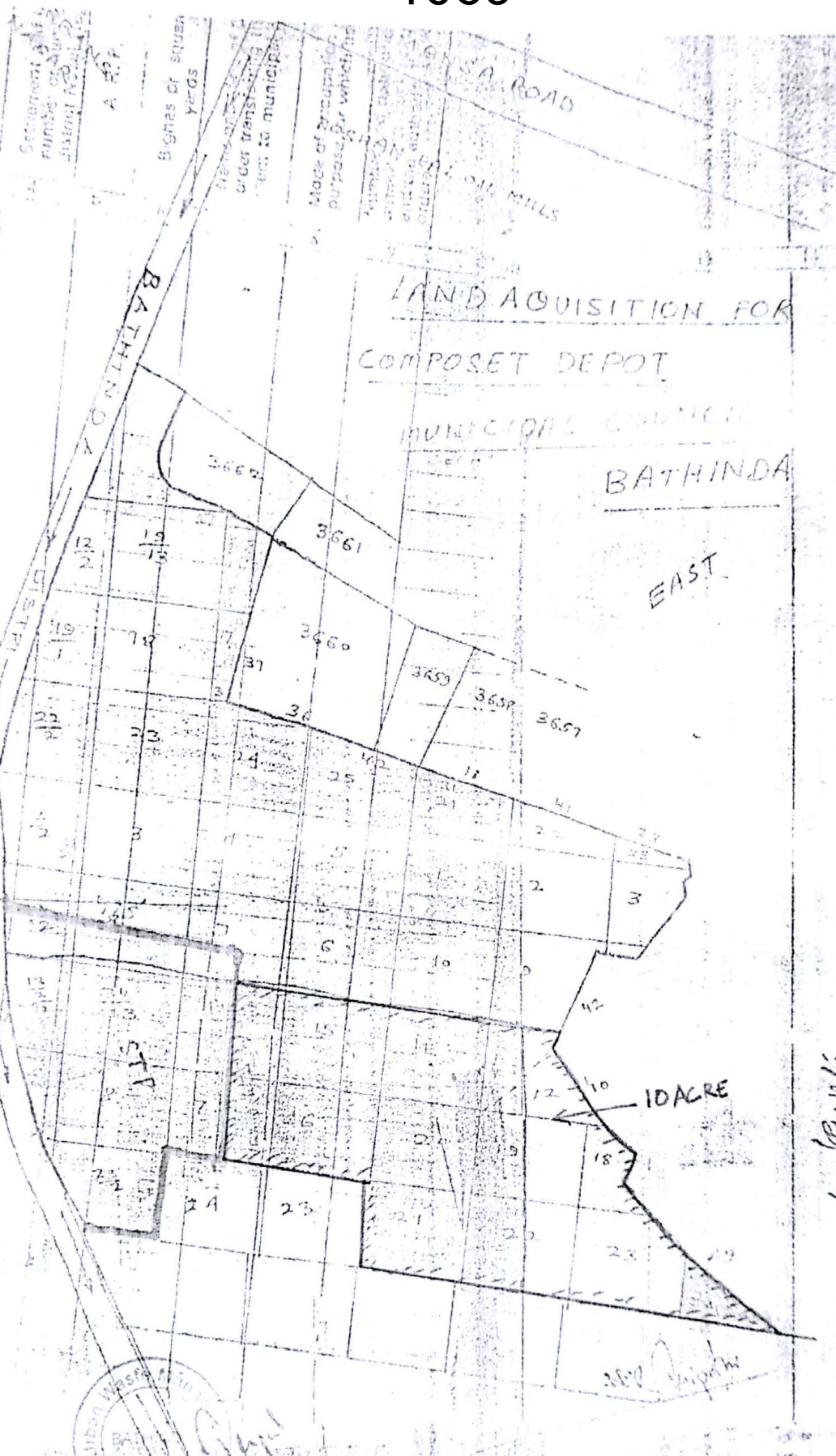
1.

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SCHEDULE A
DEMISED PREMISES
(With Site Map)

These maps will be provided at the time of signing of this Agreement

Description of boundaries of



Settlement of numbers or survey district (No. 2) A.P.P.

Signs of square yards

Marked for great transfer to municipal

Mode of acquisition purpose, for which, for

Signature of President Secretary

LAND ACQUISITION FOR
COMPOZET DEPOT
MUNICIPAL COUNCIL
BATHINDA

EAST

10 ACRE



Capli
Commissioner
Municipal Corporation
Bathinda.

[Signature]
Commissioner
Municipal Corporation,
Bathinda.

LAND LEASE AGREEMENT

Project Site Lease Deed/ Processing Facilities Site Lease Deed

This LEASE AGREEMENT made on the 14th day of July in the year Two Thousand and Sixteen.

BETWEEN

Municipal Corporation Bathinda, a statutory body constituted under the Punjab municipal Act of year 1976, and having its office at Bathinda (hereinafter referred to as the "the Lessor" which expression shall unless repugnant to the context thereof

AND

M/s. JITF Urban Waste Management (Bathinda) Ltd or Concessionaire, a company incorporated under the Companies Act, 1956 and having its registered office at Jindal ITF Centre, 28, Shivaji Marg, New Delhi – 110015 (hereinafter referred to as "Lessee" which expression shall unless it be repugnant to the subject or context be deemed to included its successors and permitted assigns).

WHEREAS

- A. The Municipal Corporation of Bathinda is desirous of improving its municipal solid waste (MSW) management and disposal capabilities in order to enable the due discharge of the functions by the Government of India under the Environment (Protection) Act, 1986 (Act 29 of 1986) and including a statutory amendments / modifications thereto or the enactments thereof, for the time being in force from time to time and for that purpose has proposed to develop an integrated MSW Management activities in the Bathinda cluster and to develop Processing facilities as part of the integrated MSW Management System for the Bathinda Cluster by the Lessee, Municipal corporation of Bathinda (Concessioning Authority) has entered into a Concession Agreement dated 23.11.11 with M/s. JITF Urban waste Management (Bathinda) Limited,, (Concessionaire") under which it was authorized the Concessionaire to implement the project.
- B. The Municipal Corporation Bathinda in order to enable the due implementation of the Project for the Bathinda cluster and to discharge its obligations under the Concession Agreement signed with Concessioning Authority, is hereby providing the Lease Agreement ("This Agreement"), the Demised Premises (more particularly delineated in schedule A hereto and shown in the Site Map attached thereto) to setup MSW processing & Disposal for the purposes of implementing the project for Bathinda Cluster and constructing and operating and maintaining the project Site (s) and processing facilities Site (s) as a part of Project facilities on the Demised Premises, on the terms and conditions and subject to the covenants and stipulations hereinafter contained.

NOW THIS INDENTURE OF LEASE AWITNESSETH AS FOLLOWS:

1. The Lessor hereby leases the Demised premises to the Lessee for a period commencing from the date of execution and co-terminus with concession Period ("term"0. This

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Agreement is to be read, for any interpretation, together with the provisions of the Concession Agreement.

2. The terms that are used but not defined herein shall have the same meaning as given to them in the Concession Agreement.
3. In consideration of the lease undertaking to implement the project in accordance with the provisions of the Concession Agreement and undertaking to pay the lease payment stipulated in clause 4 below; the Lessor hereby demises to the lessee all the land (together with any physical structure existing thereon) which is described, delineated and shown in the **Schedule A** hereto (the "**Demised Premises**"), to hold the said Demised Premises, without interruption or interference together with the full and free right and liberty of way and passage and other rights in relation thereto, for as long as per Concession Agreement the Mandi Kurd land of 36.81 acre is not cleared for SLF does not lapse due to expiry of its terms or is not terminated earlier in accordance with the provisions thereof, the term of this Agreement shall be co-terminus with the concession agreement. The Lessor hereby agrees and authorizes the construction, operation and maintenance of the Project and Processing Facility Site(s) and Project Facilities, if any, on the Demised Premises in accordance with the terms of the Concession Agreement.
4. In consideration of the transfer of the Demised Premises under this Agreement, the Lessor shall, effective from the date of handover of the possession of the Demised Premises to the Lessee, receive a rent of Rupees One per square meter per annum payable on or before the 10th day of the first calendar month in each year provide however, the lease payment shall be paid in advance for a period for there (3) years and thereafter in advance for such period(s) of time as the Lessee may deem fit. The lessor undertakes and assures the Lessee that the lease payment for the Demised premise shall remain fixed for the entire period that this Agreement remains valid and binding.
5. The Demised Premises are being vested with the Lessee, under this Agreement, free from any encumbrance (other than the exiting physical structure thereon which has been inspected by the Lessee and agreed to be taken over in accordance with the terms of this Agreement and the Concession Agreement) whether legal or physical in nature encumbrance upon or under the Demised premises which materially adversely affect its rights in relation to the Demised Premises the Project, it shall notify the Lessor which shall, within twenty one (21) days from the receipt of the notice, either remove or cause to be removed such encumbrance at its own cost. In the event that the Lessor fails to remove such encumbrance within twenty one (21) days from the notice thereof the Lessee may remove or cause to be removed such encumbrances and the costs and expenses or consequential liabilities incurred in respect thereof shall be remembered to the Lessee by the Lessor.
6. The Demised Premises are being vested with the lessee, under this Agreement only for the purposes of the Project, including for the purposes of developing establishing, designing, constructing, operating, and maintaining the project and Processing Facility Site(s), which

the lessor is desirous of being constructed operated and maintained on the Demised Premises for the purposes of enabling the Project activities with the Concession Agreement.

7. The Lessor hereby authorizes the Lessee, to construct, erect, own, operate and maintain any superstructure, facility or any movable or immovable structures, constituting the project and processing facility Site(s) on the Demised premises and for the Purpose also remove, renovate, use or demolish any structures that may be existing on the Demised Premise as of the date of this Agreement. The Lessor hereby agrees that the construction, operation and maintenance of the Project and Processing facility Site(s) at the Demised Premises and the receipt, storage and Transport/ processing of MSW at the demised Premises is being undertaken pursuant to the Concession Agreement granted by its and for the purpose of enabling the Lessor to discharge its functions of managing processing and disposing MSW of the entire Cluster.
8. The Lessee shall have the right to after taking prior permission of the Lessor, vest with the Lenders the power to take over the control, possession and all rights and interest in relation to the Demised Premises by appointing a person the substitute entity to replace the Lessee and undertake the construction, operation and maintenance of the Processing Facilities in accordance with the provisions of the Concession Agreement upon the occurrence of an event of default by the Lessee, as the case may be under any of the Financing Agreement. The lessor shall then novate this Agreement in favour of the substitute entity, which shall constitute an agreement between the substitute entity and the lessor on the terms and conditions of this Agreement and existing at the time of such novation.
9. The Lessee agrees that it is not authorized to create any Encumbrance over the Project Facility constructed on the Demised Premises and the Demised Premises.
10. The Lessor hereby covenants and assures the Lessee that :
 - (a) All the land comprising the Site is permitted and duly authorized and earmarked for purposes of establishing, construction, operation and maintenance of the project and processing facility site (s) as a part of the Project Facility.
 - (b) The site is free from any encroachment or encumbrances whatsoever and is not subject to any acquisition or other legal proceedings by any authority, body or government nor is any claim of any third party subsisting in respect thereof or relating thereto;
 - (c) Lessor is the owner of the lands constituting the demised Premises and it shall, in that capacity, defend or satisfy all actions or claims against the use of the Demised Premises for the project.
 - (d) It shall not interfere with or impede in any manner or otherwise limit, restrict or impose any conditions or restrictions on the complete free and full enjoyment and use of the demised premises and all rights in relation thereto, including the creation of security

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interest in favour of the Lenders in accordance with the provisions of the Concession Agreement;

- (e) It shall not interfere in or impede in any many or otherwise, limit, restrict or impose conditions in relation : (i) to the construction, operation and maintenance of the Project and Processing Facility Site(s); (ii) the implementation of the project by the Lessee and (iii) the possession, control and use, by the Lessee of the Demised Premises and the Project and Processing facility Site(s);
 - (f) It shall enter into appropriate further documentation or additional writings as the Lessee or the Lenders may reasonably require to give effect to the provision of this Agreement and the Financing Agreement.
 - (g) There is no litigation, claim, demand or any proceedings (whether administrative, legal or quasi-judicial) pending before any authority in respect of the Demised Premises or its use for the purposes of managing processing and disposing MSW; and
 - (h) The Lessee shall have complete, lawful and uninterrupted, possession, control and use of the Demised Premises.
11. The Lessee hereby covenants with the Lessor as Follows:
- (a) That it shall implement the Project Facility as a part of the Project for Bathinda Cluster in accordance with the Concession Agreement and;
 - (b) That it shall observe and perform all terms, covenants, conditions and stipulations of this Agreement.
12. Lessor has requisite right and authority to lease the Site to lease for the Terms of this Agreement for the purpose of the Project on the terms and conditions of this Agreement and further that Lessee shall have full, fee and uninterrupted peaceful vacant Possession, enjoyment/ occupation and use of the Demised Premises throughout the Term, without any obstruction interference or disturbance or claim whatsoever from the Lessor or from any person claiming through under or in trust of Claim for Lessor or from any third person whomsoever. Lessor shall keep lessee fully indemnified and harmless against any claims or demands from any person claiming right, title or the interest to or in the Demised Premises or any part thereof challenging the validity of this Agreement, as also against any actions, proceedings, damages, losses and expense caused to lessee as a result or in consequence of any such claims or demands as aforesaid.
13. Otherwise as expressly provided in this Agreement no assignment of this agreement or any rights or duties hereunder shall be made in whole or in part by any party without the written consent of the other party and in the event of any assignment the assignee shall assume the duties and liabilities of the assignor.

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- 14. Otherwise an expressly provided in this Agreement no mortgage of leasehold interest shall be created of the land/ Site(s) under this Agreement in whole or part for obtaining term loan to finance the Project without the written consent of lessor.
- 15. The lessor hereby assures and represents to the lessee that the vesting of the Demised Premises under this Agreement shall be irrevocable for as long as the Concession Agreement remains in force and the Lessor shall not terminate or seek to terminate this Agreement except upon the expiry or early termination of the Concession Agreement. The Parties hereby agree that on the expiry or termination of the Concession Agreement, the concessionaire shall hand back to the Lessor or its nominated agency free of cost, the vacant and peaceful possession of the Demised Premises in accordance with the provision of the Concession Agreement.
- 16. Any disputes and / or differences arising between the Parties, in relation to or under this Agreement will be resolved through arbitration in accordance with the relevant provisions of the Concession Agreement as per provision of the Arbitration and Conciliation Act, 1996. The governing law of the arbitration shall be Indian Law.
- 16. The lessor hereby recognizes this is a commercial act being undertaken by the Lessee and that it hereby unconditional and irrevocable waives any right of immunity sovereign or otherwise from legal proceedings that may be initiated to enforce any provisions of this Agreement.

IN WITNESS WHEREOF the Parties have affixed therein and sealed to this Lease Agreement the day and year hereinabove written.

SIGN SIGNED, SEALED AND DELIVERED IN THE NAME AND ON BEHALF OF THE LESSOR THROUGH:	
SIGNED, SEALED AND DELIVERED BY LESSEE THROUGH ITS AUTHORIZED SIGNATORY IN PRESENCE OF	

Witness:

1.

2.

True Typed Copy



MSW facility Bathinda
State Level Environment Impact Assessment Authority, Punjab,
Government of India
Ministry of Environment and Forests

Vatavaran Bhawan,
Nabha Road,
Patiala-147001
Telefax:- 0175-2215802

No. SEIAA/2013/33134

Dated 1/2/12

Registered

To

M/s JITF Urban Waste Management (Bathinda) Ltd,
House No. 655, Model Town, Phase-I,
Bathinda.

Subject: Regarding transfer of Environmental clearance granted under EIA notification dated 14.09.2006 to Municipal Corporation, Bathinda for establishment of an "Integrated Municipal Solid Waste Management Facility" having a processing facility at Mansa Road, Bathinda and an 'Engineered Sanitary Landfill Facility' in the revenue estate of Village Mandi Khurd, District Bathinda in the name of M/s JITF Urban Waste Management (Bathinda) Ltd, House No. 655, Model Town, Phase-I, Bathinda.

Whereas, the Municipal Corporation, Bathinda was granted environmental clearance under EIA notification dated 14.09.2006 vide no. 36350 dated 30.08.2012 for establishment of an 'Integrated Municipal Solid Waste Management Facility' at Mansa Road, Bathinda in an area of 20 acres to handle 350 Tons/day of Municipal Solid Waste and 'Engineered Sanitary Landfill Facility' in an area of 36.8 acres in the revenue estate of Village Mandi Khurd, District Bathinda, subject to certain conditions including the following condition:

"The Municipal Corporation may apply for transfer of environmental clearance under EIA notification dated 14.09.2006 to the contractor/operator finalized by it to SEIAA, Punjab. However, no activity shall be undertaken by the operator/contractor till the environmental clearance is transferred in his name and he is lawfully bound to comply with the conditions of the environmental clearance".

And whereas, the Municipal Corporation, Bathinda vide letter no. MSW/I dated 09.04.2013 has informed that M/s JITF Urban Waste Management (Bathinda) Ltd, House No. 655, Model Town, Phase-I, Bathinda is the Contractor/Operator for the execution of this project. The Corporation has further informed that the Corporation has entered into an agreement on 23rd November, 2011 with M/s JITF Urban Waste Management (Bathinda) Ltd in this regard. The

MSW facility Bathinda

Municipal Corporation, Bathinda has requested to transfer the environmental clearance of this project to M/s JITF Urban Waste Management (Bathinda) Ltd, for which it has no objection. The Corporation has further mentioned that all the conditions mentioned in the environmental clearance letter except condition No. xi, xiii, xvii, xviii, xix of 'Operation Phase' and except condition no. ii, iii, iv, viii, xii, xiv, xviii and xix of 'General Conditions', shall be responsibility of the contractor/developer.

And whereas, the Municipal Corporation, Bathinda and M/s JITF Urban Waste Management (Bathinda) Ltd, were requested by SEIAA, Punjab vide letter no. 1654 dated 19.04.2013 and endst. No. 1655 dated 19.04.2013, respectively, to attend its 46th meeting on 22.04.2013. But no representative of Municipal Corporation, Bathinda and M/s JITF Urban Waste Management (Bathinda) Ltd attended the said meeting.

And whereas, after detailed deliberations in the said meeting, the SEIAA observed that the Municipal Corporation, Bathinda is required to submit certain information / data before considering its request for transfer of environmental clearance granted to it, in the name of M/s JITF Urban Waste Management (Bathinda) Ltd. The decision of the SEIAA was conveyed to the Municipal Corporation, Bathinda vide letter no. 1963 dated 11.05.2013.

And whereas, the Municipal Corporation, Bathinda vide letter no. 2158/MSW dated 06.06.2013 has submitted the reply of the observations of the SEIAA.

And whereas, the case was considered by the SEIAA in its 49th meeting held on 26.06.2013, wherein, it was noted that the conditions imposed in the environmental clearance granted to the Municipal Corporation, Bathinda need an in- depth study before ascertaining as to which conditions are to be severally complied with by the Municipal Corporation, Bathinda; Contractor/Concessionaire and jointly by both of them. Although, the case regarding transfer of environmental clearance falls in the competence of SEIAA as per EIA notification dated 14.09.2006, but there is a need to refer the matter to SEAC, which comprises of the expert members of different fields, before transfer of environmental clearance granted to Municipal Corporation, Bathinda in the name of M/s JITF Urban Waste Management (Bathinda) Ltd. Accordingly, it was decided by the SEIAA in the said meeting to refer the matter to SEAC with the request to submit its recommendations as to which conditions of the environmental clearance are to be

severally complied with by Municipal Corporation, Bathinda/MSW facility Bathinda M/s JITF Urban Waste Management (Bathinda) Ltd and jointly by both of them.

And whereas, the case was considered by the SEAC in its 73rd meeting held on 12.07.2013, wherein, after detailed discussions, the SEAC decided to recommend the case to SEIAA to consider the bifurcation made by it of the responsibility of the Municipal Corporation, Bathinda and M/s JITF Urban Waste Management (Bathinda) Ltd., Bathinda to comply with the conditions imposed in the environmental clearance granted vide No. 36350 dated 30.08.2012 while transferring the environmental clearance in the name of M/s JITF Urban Waste Management (Bathinda) Ltd.

And whereas, the case was considered by the SEIAA in its 50th meeting held on 26.07.2013, wherein, Sh. R.P. Gupta, Executive Engineer, Municipal Corporation, who attended the meeting on behalf of Municipal Corporation, Bathinda, informed that the contractor/operator has been made aware about his responsibilities and duties regarding conditions imposed in the environmental clearance. He also informed that the primary responsibility to comply with the conditions of environmental clearance is of Municipal Corporation, Bathinda.

And whereas, the SEIAA in the said meeting observed that as per EIA notification dated 14.09.2006, the environmental clearance granted for a specific project or activity to an applicant can be transferred during its validity to another legal person entitled to undertake the project or activity on application by the transferor, or by the transferee with a written "no objection" by the transferor, to, and by the regulatory authority concerned, on the same terms and conditions under which the prior environmental clearance was initially granted, and for the same validity period.

And whereas, after invoking the above mentioned provision of the EIA notification dated 14.09.2006, the SEIAA decided to transfer the environmental clearance granted to the Municipal Corporation, Bathinda vide No. 36350 dated 30.08.2012 for establishment of 'Integrated Municipal Solid Waste Management Facility' at Mansa Road, Bathinda in an area of 20 acres to handle 350 Tons/day of Municipal Solid Waste and 'Engineered Sanitary Landfill Facility' in an area of 36.8 acres in the revenue estate of Village Mandi Khurd, District Bathinda, to M/s JITF Urban Waste Management (Bathinda) Ltd., Bathinda upto the validity period of the environment clearance subject to the same conditions mentioned therein. The

SEIAA further decided to accept the recommendations of the SEAC with regard to bifurcation of the responsibility of the Municipal Corporation, Bathinda and M/s JITF Urban Waste Management (Bathinda) Ltd., Bathinda to comply with the conditions imposed in the environmental clearance granted vide No. 36350 dated 30.08.2012, as mentioned below. However, the overall responsibility to comply with the conditions of environmental clearance shall be of Municipal Corporation, Bathinda.

Sr. No.	Condition imposed in the environmental clearance	Whether the condition is to be complied by the Municipal Corporation, Bathinda or M/s JITF Urban Waste Management (Bathinda) Ltd or both?
PART A – Specific conditions I. Construction Phase		
i)	"Consent to establish" shall be obtained from Punjab Pollution Control Board under Air (Prevention & Control of Pollution) Act, 1981 and Water (Prevention & Control of Pollution) Act, 1974 and a copy of the same shall be submitted to the Ministry of Environment & Forests / State Level Environment Impact Assessment Authority before the start of any construction work at site.	M/s JITF Urban Waste Management (Bathinda) Ltd., Bathinda
ii)	All required sanitary and hygienic measures should be in place before starting construction activities and to be maintained throughout the construction phase.	-do-
iii)	A first aid room will be provided in the project both during construction and operation phase of the project.	-do-
iv)	All the topsoil excavated during construction activities should be stored for use in horticulture / landscape development within the project site.	-do-
v)	Disposal of muck during construction phase should not create any adverse effect on the neighboring communities and be disposed off after taking the necessary precautions for general safety and health aspects of people with the approval of competent authority.	-do-
vi)	Construction spoils, including bituminous material and other hazardous material, must not be allowed to contaminate watercourses and the	-do-

	dump sites for such material must be secured, so that they should not leach into the ground water.	
vii)	The diesel generator sets to be used during construction phase should be of low sulphur diesel type and should conform to the provisions of Environment (Protection) Act, 1986 prescribed for air and noise emission standards.	-do-
viii)	Vehicles hired for bringing construction material to the site and other machinery to be used during construction should be in good condition and should conform to applicable air and noise emission standards.	-do-
ix)	Ambient noise levels should conform to prescribed standards both during day and night. Incremental pollution loads on the ambient air and noise quality should be closely monitored during construction phase.	-do-
x)	Fly ash should be used as construction material in the construction as per the provisions of Fly Ash Notification of September, 1999 and as amended on August, 2003 (This condition is applicable only if the project is within 100 Km of Thermal Power Station).	-do-
xi)	Ready mixed concrete should be used for construction purpose as far as possible.	-do-
xii)	Water demand during construction should be reduced by use of premixed concrete, curing agents and other best practices.	-do-
xiii)	Provision shall be made for the housing of construction labour within the site with all necessary infrastructure and facilities such as fuel for cooking, mobile toilets, mobile STP, disposal of waste water & solid waste in an environmentally sound manner, safe drinking water, medical health care, crèche etc. The housing may be in the form of temporary structures to be removed after the completion of the project.	-do-
II. Operation Phase		
i)	"Consent for Operate" shall be obtained from State Pollution Control Board under Air and Water Act and a copy shall be submitted to the Ministry before commissioning of the integrated facility.	M/s JITF Urban Waste Management (Bathinda) Ltd., Bathinda
ii)	A green belt of minimum 15 m width shall be provided all around the periphery of the project	M/s JITF Urban Waste Management

MSW facility Bathinda

	site and 5 m on the side abutting to the STP.	(Bathinda) Ltd., Bathinda
iii)	The gas generated from the Landfill facility shall be collected and disposed/ utilized as per rules.	M/s JITF Urban Waste Management (Bathinda) Ltd., Bathinda
iv)	The leachate from the facility shall be collected and treated to meet the prescribed standards before its reuse.	M/s JITF Urban Waste Management (Bathinda) Ltd., Bathinda
v)	The proponent shall obtain necessary clearance from the Groundwater Authority for abstraction of ground water, if required.	M/s JITF Urban Waste Management (Bathinda) Ltd., Bathinda
vi)	The depth of the landfill site shall be decided based on the groundwater table at the site and permission regarding the same shall be obtained from MoEF/PPCB.	Both by Municipal Corporation, Bathinda and M/s JITF Urban Waste Management (Bathinda) Ltd
vii)	Periodical ground water/soil monitoring to check the contamination in and around the site shall be carried out as per the provisions of Municipal Solid Waste (Management & Handling) Rules, 2000/Punjab Pollution Control Board requirements.	Both by Municipal Corporation, Bathinda and M/s JITF Urban Waste Management (Bathinda) Ltd
viii)	Spraying of an appropriate herbal sanitizer shall be adopted for odour control in addition to its vacuum suction and destroying in furnace.	Both by Municipal Corporation, Bathinda and M/s JITF Urban Waste Management (Bathinda) Ltd
ix)	Proper shed shall be provided for the compost yard to prevent the rain water coming in contact with the material in the compost yard. Periodical ground water / soil monitoring to check the contamination in and around the site shall be carried out as per requirements of the Punjab Pollution Control Board.	M/s JITF Urban Waste Management (Bathinda) Ltd., Bathinda
x)	All the recommendations of the EMP shall be complied with letter and spirit.	Both by Municipal Corporation, Bathinda and M/s JITF Urban Waste Management

MSW facility Bathinda

		(Bathinda) Ltd
xi)	The Municipal Corporation shall ensure that the project comply with all the provisions of the Municipal Solid Waste (Management and Handling) Rules, 2000.	Both by Municipal Corporation, Bathinda and M/s JITF Urban Waste Management (Bathinda) Ltd
xii)	Regular ambient air quality monitoring shall be carried out for all the parameters mentioned in the notification dated 16 th November, 2009 of the Ministry of Environment & Forests.	Both by Municipal Corporation, Bathinda and M/s JITF Urban Waste Management (Bathinda) Ltd
xiii)	The project proponent shall set up separate environmental management cell for effective implementation of the stipulated environmental safeguard under the supervision of a Senior Executive.	Municipal Corporation, Bathinda
xiv)	Entire organic material shall be converted into manure. Recyclable material likewise glass, steel etc., shall be sold to recycler. Only inert material which cannot be either composted or recycled shall be sent to the Engineered Sanitary Landfill facility to be developed in the revenue estate of Village Mandi Khurd, District Bathinda.	M/s JITF Urban Waste Management (Bathinda) Ltd., Bathinda
xv)	The funds earmarked for the environment management plan shall be included in the annual budget of the Municipal Corporation and this shall not be diverted for any other purposes.	Municipal Corporation, Bathinda
xvi)	Traffic congestion near the entry and exit points from the roads adjoining the proposed project site must be avoided. Parking should be fully internalized and no public space should be utilized.	M/s JITF Urban Waste Management (Bathinda) Ltd., Bathinda
xvii)	Effective safeguard measures shall be taken by Municipal Corporation to ensure that the AAQ levels at various locations are within permissible limits as prescribed by MoEF/PPCB.	Both by Municipal Corporation, Bathinda and M/s JITF Urban Waste Management (Bathinda) Ltd
xviii)	Appropriate mitigative measures shall be undertaken by the Municipal Corporation to prevent pollution of water of the distributory in consultation with the State Pollution Control Board. It shall be ensured that there will be no	Both by Municipal Corporation, Bathinda and M/s JITF Urban Waste Management

	littering of solid waste from vehicles and the leachate/ surface run-off to be generated shall be collected with the help of lined ditches & treated properly, so that there should not be any impact on the quality of water of the said distributory.	(Bathinda) Ltd
xix)	The Municipal Corporation shall construct a RCC wall along the distributory of minimum height more than the maximum height of the vehicles to be used for transportation of solid waste/covering the distributory/conveyance of water through closed pipeline right from starting of approach road upto the farthest end of the site of the project to rule out the possibility of having any impact of the transporting vehicles on the quality of water of the said distributor.	Municipal Corporation, Bathinda
xx)	Periodical medical examination of the workers engaged in the project shall be carried out and records maintained. For the purpose, schedule of health examination of the workers should be drawn and followed accordingly.	M/s JITF Urban Waste Management (Bathinda) Ltd., Bathinda
xxi)	Ambient noise levels should conform to prescribed standards both during day and night. Incremental pollution loads on the ambient air and noise quality should be closely monitored.	Both by Municipal Corporation, Bathinda and M/s JITF Urban Waste Management (Bathinda) Ltd
xxii)	The Risk assessment and disaster management plan should be prepared and implemented.	Both by Municipal Corporation, Bathinda and M/s JITF Urban Waste Management (Bathinda) Ltd
PART B – General Conditions :		
i)	This environmental clearance will be valid for a period of five years from the date of its issue or till the completion of the project, whichever is earlier.	Municipal Corporation, Bathinda
ii)	The environmental safeguards contained in the application of the Municipal Corporation / mentioned during the presentation before State Level Environment Impact Assessment Authority/State Expert Appraisal Committee should be implemented in letter and spirit.	Both by Municipal Corporation, Bathinda and M/s JITF Urban Waste Management (Bathinda) Ltd
iii)	The entire cost of the environmental management	Municipal

	plan (i.e. capital cost as well as recurring cost) will continue to be borne by the Municipal Corporation until the responsibility of environmental management plan is transferred to the occupier/residents society under proper MOU after obtaining prior permission of the Punjab Pollution Control Board.	Corporation, Bathinda
iv)	The Municipal Corporation shall also submit six monthly reports on the status of compliance of the stipulated EC conditions including results of monitored data (both in hard copies as well as by mail) to the respective Regional office of MoEF, the Zonal Office of CPCB and the SPCB/SEIAA.	Municipal Corporation, Bathinda
v)	Officials from the Regional Office of Ministry of Environment & Forests, Chandigarh / State Level Environment Impact Assessment Authority / State Level Expert Appraisal Committee / Punjab Pollution Control Board who would be monitoring the implementation of environmental safeguards should be given full cooperation, facilities and documents / data by the project proponents during their inspection. A complete set of all the documents submitted to State Environment Impact Assessment Authority should be forwarded to the CCF, Regional Office of Ministry of Environment & Forests, Chandigarh/State Level Environment Impact Assessment Authority.	Both by Municipal Corporation, Bathinda and M/s JITF Urban Waste Management (Bathinda) Ltd
vi)	In the case of any change(s) in the scope of the project, the project would require a fresh appraisal by State Environment Impact Assessment Authority.	Municipal Corporation, Bathinda
vii)	All other statutory clearances such as the approvals for storage of diesel from Chief Controller of Explosives, Fire Department, Civil Aviation Department, Forest (Conservation) Act, 1980 and Wildlife (Protection) Act, 1972 etc. shall be obtained, by Municipal Corporation from the competent authorities including Punjab Pollution Control Board and from other statutory bodies as applicable.	Municipal Corporation, Bathinda
viii)	The Municipal Corporation should advertise in at least two local newspapers widely circulated in the region, one of which shall be in the vernacular language informing that the project has been accorded environmental clearance and copies of clearance letters are available with the Punjab	Municipal Corporation, Bathinda

	Pollution Control Board. The advertisement should be made within seven days from the day of issue of the clearance letter and a copy of the same should be forwarded to the Regional Office, Ministry of Environment & Forests, Chandigarh.	
ix)	These stipulations would be enforced among others under the provisions of Water (Prevention & Control of Pollution) Act, 1974, Air (Prevention & Control of Pollution) Act, 1981, Environmental (Protection) Act, 1986, the Public Liability (Insurance) Act, 1991 and EIA Notification, 2006.	Both by Municipal Corporation, Bathinda and M/s JITF Urban Waste Management (Bathinda) Ltd
x)	Environmental clearance is subject to final order of the Hon'ble Supreme Court of India in the matter of Goa Foundation Vs. Union of India in Writ Petition (Civil) No. 460 of 2004 as may be applicable to this project and decisions of any competent court, to the extent applicable.	Both by Municipal Corporation, Bathinda and M/s JITF Urban Waste Management (Bathinda) Ltd
xi)	A copy of the clearance letter shall be sent by the proponent to concerned Panchayat, Zilla Parishad/ Municipal Corporation, Urban local body and the local NGO, if any, from whom suggestions / representations, if any, were received while processing the proposal. The clearance letter shall also be put on the website of the Municipal Corporation by the proponent.	Municipal Corporation, Bathinda
xii)	The proponent shall upload the status of compliance of the stipulated EC conditions, including results of monitored data on their website and shall update the same periodically. It shall simultaneously be sent to the Regional Office of MoEF, the respective Zonal Office of CPCB and the SPCB. The criteria pollutant levels namely; $PM_{2.5}$, PM_{10} , SO_2 , NO_x , CO, Pb, Ozone (ambient air as well as stack emissions) shall be monitored and displayed at a convenient location near the main gate of the project site in the public domain.	Both by Municipal Corporation, Bathinda and M/s JITF Urban Waste Management (Bathinda) Ltd
xiii)	The Municipal Corporation shall adhere to the commitments made in the Environment Management Plan and Corporate Social Responsibility.	Both by Municipal Corporation, Bathinda and M/s JITF Urban Waste Management (Bathinda) Ltd
xiv)	The State Environment Impact Assessment Authority reserves the right to add additional	Municipal Corporation,

	safeguards/ measures subsequently, if found necessary, and to take action including revoking of the environmental clearance under the provisions of the Environmental (Protection) Act, 1986, to ensure effective implementation of the suggested safeguards/ measures in a time bound and satisfactory manner.	Bathinda
xv)	Any appeal against this environmental clearance shall lie with the National Green Tribunal, if preferred, within a period of 30 days as prescribed under Section 16 of the National Green Tribunal Act, 2010.	Municipal Corporation, Bathinda
xvi)	The Municipal Corporation shall construct pucca lined ditches for collection of surface run off and the same will be used in the composting process.	Municipal Corporation, Bathinda
xvii)	The Municipal Corporation shall ensure that the contractor/operator shall engage people of local area for operation of the facility as far as possible, so as to have opportunities of employment for them.	Both by Municipal Corporation, Bathinda and M/s JITF Urban Waste Management (Bathinda) Ltd
xviii)	The Municipal Corporation may apply for transfer of environmental clearance under EIA notification dated 14.09.2006 to the contractor/operator finalized by it to SEIAA, Punjab. However, no activity shall be undertaken by the operator/contractor till the environmental clearance is transferred in his name and he is lawfully bound to comply with the conditions of the environmental clearance.	Municipal Corporation, Bathinda
xix)	The post closure arrangement of the facility shall be made as per the Municipal Solid Waste (Management & Handling) Rules, 2000 and "Manual on Municipal Solid Waste Management" published by the Ministry of Urban Development and Municipal Corporation will be responsible for post closure of the facility and monitoring shall be done as per the Municipal Solid Waste (Management & Handling) Rules, 2000 / "Manual on Municipal Solid Waste Management" published by the Ministry of Urban Development/Punjab Pollution Control Board directions.	Both by Municipal Corporation, Bathinda and M/s JITF Urban Waste Management (Bathinda) Ltd

As such, the environmental clearance granted to the Municipal Corporation, Bathinda vide letter no. 36350 dated 30.08.2012 for establishment of

MSW facility Bathinda

'Integrated Municipal Solid Waste Management Facility' at Mansa Road, Bathinda in an area of 20 acres to handle 350 Tons/day of Municipal Solid Waste and 'Engineered Sanitary Landfill Facility' in an area of 36.8 acres in the revenue estate of Village Mandi Khurd, District Bathinda, is, hereby, transferred in the name of M/s JITF Urban Waste Management (Bathinda) Ltd, House No. 655, Model Town, Phase-I, Bathinda upto the validity period of the environment clearance, subject to the same conditions mentioned therein and the responsibility of the Municipal Corporation, Bathinda and M/s JITF Urban Waste Management (Bathinda) Ltd, to comply with the conditions of the environmental clearance, will be as mentioned in the above table.

This letter must remain appended with the letter no. 36350 dated 30.08.2012 vide which environmental clearance has been granted to the Municipal Corporation, Bathinda.


% Member Secretary (SEIAA)

REGISTERED

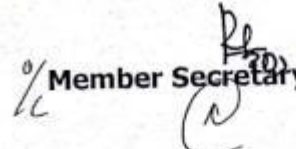
Endst. No. 33435-37

Dated 1/8/13

A copy of the above is forwarded to the following for information & further necessary action please.

1. The Secretary to Govt. of India, Ministry of Environment and Forest, Paryavaran Bhawan, CGO Complex, Lodhi Road, New Delhi.
2. The Chairman, Central Pollution Control Board, Parivesh Bhawan, CBD-cum-office Complex, East Arjun Nagar, New Delhi.
3. The Chairman, Punjab State Power Corporation Ltd., The Mall, Patiala.
4. The Deputy Commissioner, Bathinda.
5. The Chairman, Punjab Pollution Control Board, Vatavaran Bhawan, Nabha Road, Patiala.
6. The Commissioner, Municipal Corporation, Bathinda.
7. The Chief Conservator of Forests (North), Ministry of Environment and Forest, Regional Office, Bays No.24-25, Sector-31-A, Chandigarh.
8. The Chief Town Planner, Pb., Department of Town & Country Planning, 6th Floor, PUDA Bhawan, Phase-8, Mohali
9. Monitoring Cell, Ministry of Environment and Forest, Paryavaran Bhawan, CGO Complex, Lodhi Road, New Delhi.

- MSW facility Bathinda
10. The Director (Environment), Ministry of Environment and Forest, Northern Regional Office, Bays No.24-25, Sector-31-A, Chandigarh. The detail of the project proponent is as under:
 - a) Name of the applicant M.C. Bathinda
 - b) Fax Number 0164-2252811
 - c) E-mail cmcbathinda@gmail.com
 11. The Environmental Engineer (Computer), Punjab Pollution Control Board, Head Office, Patiala for displaying the environmental clearance on the web site of the State Level Environment Impact Assessment Authority.
 12. The Executive Engineer, PUDA, Bathinda.
 13. M/s IL&FS, S.C.O. 210-11, 3rd Floor, Sector 34-A, Chandigarh.

 Member Secretary (SEIAA)

From: [Gunita Pahwa](#)
To: Naginder.benipal@gmail.com
Cc: [Manish Gopal Singh Lakhawat](#); [Kumar Shashwat Singh Sawno](#); [Rahul Saraswat](#)
Subject: In Bikramjeet Singh Shergill vs. State of Punjab: Reply on behalf of M/S JITF Urban Waste Management (Bathinda) Limited
Date: 04 February 2025 18:37:19
Attachments: [Outlook-Text. logo.png](#)
[Outlook-fvma1y4d.png](#)
[Reply on behalf of JITF - 04.02.2025.pdf](#)

Dear Mr. Benipal

We are concerned for M/s JITF Urban Waste Management (Bathinda) Ltd in the matter of Bikramjeet Shergill v. State of Punjab & Ors.

Kindly find attached herewith the Response/Reply on behalf of M/S JITF Urban Waste Management (Bathinda) Limited in furtherance of the Hon'ble NGT's Order dated 09.12.2024.

With Kind Regards

Gunita Pahwa | Joint Managing Partner|



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