

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

ORIGINAL APPLICATION NO. 413/2021

IN THE MATTER OF:

BIKRAMJIT SINGH SHERGILL

...APPLICANT(s)

VERSUS

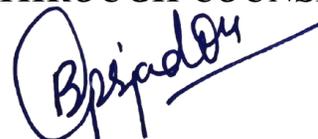
STATE OF PUNJAB & ORS.

...RESPONDENT(s)

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2.	A COPY OF ORDER DATED 01.12.2017 IN OA 70 OF 2012 IS ANNEXED HEREWITH AND MARKED AS ANNEXURE-1	
3.	A COPY OF CTO APPLICATION IS ANNEXED HEREWITH AND MARKED AS ANNEXURE-2	

THROUGH COUNSEL



BHANWAR PAL SINGH JADON
COUNSEL FOR RESPONDENT NO. 2

bhanwar09jadon@gmail.com | 6375115224

DATE: 28/10/2025

PLACE: NOIDA

BEFORE THE NATIONAL GREEN TRIBUNAL
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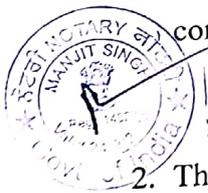
STATE OF PUNJAB & ORS.

...RESPONDENT(s)

ADDITIONAL RESPONSE BY RESPONDENT NO. 2, MUNICIPAL CORPORATION, BHATINDA, PUNJAB IN COMPLIANCE OF ORDER DATED 18.09.2025 PASSED BY THE HON'BLE NATIONAL GREEN TRIBUNAL, PRINCIPAL BENCH, NEW DELHI

I, Sh. Sandeep Gupta, aged about 55 years posted as Superintending Engineer, Municipal Corporation, Bhatinda, Punjab, do hereby solemnly affirm and state as under:

1. That I, Sandeep Gupta, Superintending Engineer, Municipal Corporation, Bhatinda, Punjab, am fully conversant with the facts of the case and I am competent and authorized to swear the present Affidavit.



2. That in the present matter, the grievance is regarding fire incident which took place on 06.06.2021 at M/s JITF Urban Waste Management (Bathinda) Ltd., Punjab which showed that waste was not being processed as per the agreement by the Project Proponent i.e. Respondent No. 3.
3. That on the last date of hearing i.e. 18.09.2025 the Hon'ble Tribunal directed the Deponent to file their response with respect to all aspects of performance of contractual obligations in terms of the Concession Agreement dated

Gupta



23.11.2011 executed between the Municipal Corporation, Bathinda and M/s JITF Urban Waste Management (Bathinda) Ltd. (Concessionaire). The operative paragraph of the order dated 18.09.2025 is as stated below:

"...3. Respondents no. 2 and 3 are directed to file additional responses with respect to all aspects of performance of contractual obligations in terms of the Concession Agreement dated 23.11.2011 pertaining to performance, non-performance, claims, counter claims, proposed action for compliance/performance of the same with respect to all aspects of collection, transportation, processing and disposal of solid waste..."

BACKGROUND

4. That the Bathinda Municipal Corporation has a long and rich history. It was established in 1952 under the Punjab Municipal Act, 1911, and was then known as the Bathinda Municipal Committee. In 1994, it was upgraded to a Municipal Corporation. Since then, Bathinda Municipal Corporation has been playing a crucial role in the city's development by undertaking various projects and initiatives. The Bathinda Municipal Corporation (hereinafter referred to as "MCB") is a local governing body responsible for the administration and development of the city of Bathinda, Punjab. The BMC was established in 1952 and covers an area of 146.35 sq km, comprising of 50 wards, with a population of over 3 lakhs.



5. MC Bathinda had executed an agreement with an Agency namely M/s JITF Urban Waste Management Bathinda Ltd. to manage the MSW of Bathinda city and other 17 ULBs (Abohar, Malout, Gidarbaha, Rampura Phul, Mansa,

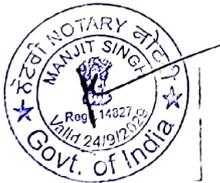
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Bhikhi, Bareta, Budhlada, Sangat, Goniana, Sardulgarh, Kot Fatta, Talwandi Sabo, Maur; Bhucho Mandi; Tappa & Rama Mandi) in 2011. Accordingly, the Agency had established a waste processing facility (350 TPD capacity) at Mansa Road, Bathinda. The Processing Plant is operational since October, 2015.

6. Site authorization, Consent to Establish (CTE) and Consent to Operate (CTO) were already obtained for Waste Processing Plant and the CTO is regularly renewed from time to time from state nodal agency i.e. PPCB.

COMPLIANCE TO THE CONTRACTUAL OBLIGATIONS OF THE CONCESSION AGREEMENT BY THE MCB

7. That the **contractual obligations of the MCB have been listed in Concession Agreement (judicial page no. 1585 to 1898) at Article 6 (judicial page no. 1627 to 1628)**, the same are being reproduced hereunder with its reply against each obligation:



Handwritten signature

Aspect	Contractual obligation as per (Concession Agreement)	Performance to date	Non-performance / issues	JITF claims	MC counter-claims / defences	Proposed action plan (compliance)
Collection and transportation (Door-to-Door)	Concessionaire to undertake Door to Door collection across Cluster. Tipping fee payable for actual collection activities per Art. 7.3 and Annexures 12-13.	Door-to-Door collection commenced on 11.12.2011; tipping fee paid by ULBs. From 01.05.2018, C&T was taken over by MC Bathinda at its cost as per orders of Hon'ble NGT dated 01.12.2017 in OA 70 of 2012. (ANNEXURE-1)	To collect & transport waste from Bathinda City & all other 17 cluster ULBs on daily basis was the contractual obligation of M/s JITF. No quantity of the waste which was to be collected & transported was mentioned in the Contract. The estimated generation of waste was 300 TPD. On 01.12.2017, Hon'ble NGT in Appeal No.70 of 2012	JITF represented before Arbitral Tribunal that it has arrears of tipping fee of Rs. 1.83 Crores, which have already been paid by MC Bathinda as per Arbitral Award dated 21.05.2025.	Due to failure of M/s JITF in meeting its contractual obligation of door to door collection & transportation of waste from MC Bathinda & all cluster ULBs, MC Bathinda has to carry out Door to Door collection & transportation of waste on its own and spend extra money on this account, which are recoverable from M/s JITF.	Arbitration Tribunal vide clause no 251 of the Arbitral Award dated 21.05.2025 has directed the concessionaire to continue with the project till the expiry of the concession period or valid termination. Accordingly MC Bathinda requested JITF to restart the Collection and transportation work vide letter no 2154 dated 15/07/2025, letter no 2362 dated 11/08/2025 and letter no 2574 dated 04/09/2025. JITF refused to restart the collection and transportation vide their letter no JUWMBL/25-26/08/19 date 19/08/2025 and further filed a case in Hon'ble court under section 34 of the Arbitration

Aspect	Contractual obligation as per (Concession Agreement)	Performance to date	Non-performance / issues	JITF claims	MC counter-claims / defences	Proposed action plan (compliance)
			<p>passed an interim order wherein MC Bathinda was directed to supply 500 TPD waste at the Processing Plant Site and M/s JITF was directed to establish a Waste to Energy Plant. MC Bathinda is supplying all the available Waste (110 TPD) of Bathinda city to M/s JITF.</p>			<p>act. MC Bathinda requests this Hon'ble tribunal to direct JITF to proceed with the collection and transportation as per the Arbitral Award or otherwise MC Bathinda may be allowed to outsource the work of collection and Transportation of the waste for better and efficient handling of waste.</p>
Processing (RDF/Compost)	As per the agreement, Concessionaire to design, construct,	The construction of Processing facility	The RDF prepared by JITF is not acceptable to the	JITF claims that it is not able to earn expected revenue	MC asserts limited role on RDF sales; issued letters to power/cement/biomass plants	As per Concession Agreement, It was the responsibility of the JITF to sell/dispose the products. For

Aspect	Contractual obligation as per (Concession Agreement)	Performance to date	Non-performance / issues	JITF claims	MC counter-claims / defences	Proposed action plan (compliance)
	<p>commission the processing facility within 360+120 = 480 days after signing of agreement i.e 23/11/2011, to be completed on or before 22/02/2013 as per Annexure 14 of Concession Agreement as per standards/ specifications.</p> <p>Consent to Operate (CTO) was also to be obtained from PPCB by Concessionaire.</p>	<p>commenced in October-2014 and was completed in October 2015. Commissioning was asserted on 30.11.2015 by Hon'ble Tribunal. First CTO granted on 23.03.2016 for installed capacity of 350 TPD.</p>	<p>industries because of its Moisture content, dust, oversized product and low Calorific value as informed by the industries from time to time. Further, JITF to install 500 TPD Waste to Energy (WTE) Plant for efficient disposal of the waste as per the contract agreement and as per orders of Hon'ble NGT dated 01.12.2017 in OA 70</p>	<p>from the sale of RDF.</p>	<p>as directed by Hon'ble NGT. Reason for non-acceptance of RDF by Industry is poor RDF quality for limited sale.</p>	<p>smooth functioning of the project MC Bathinda and PPCB have also coordinated with industries from time to time for disposal of RDF.</p> <p>JITF should establish Waste to energy plant or to produce quality RDF as per the requirements of the Industries to ensure the proper disposal of RDF as per the environmental norms and to fulfil the contractual obligations.</p>

Aspect	Contractual obligation as per (Concession Agreement)	Performance to date	Non-performance / issues	JITF claims	MC counter-claims / defences	Proposed action plan (compliance)
			of 2012.			
Disposal (Sanitary Landfill) SLF	MC to provide vacant, unencumbered land for SLF and declare No Development Zone; Concessionaire to construct and operate SLF as per EC/SWM Rules; dumping sites to be demarcated by MC till Compliance Date -Processing & Disposal.	Original 36.81 acres of land at Mandi Khurd was handed over to the concessionaire on 01/02/2012 which went under HC status quo since 08.08.2012. Till then concessionaire had not carried out any work on the provided unencumbered land. Alternative	Delay/failure to construct the SLF by concessionaire on the alternative 10 acres land provided at Mansa Road.	Time/cost impacts and operational disruption; claims tied to MC's Conditions Precedent failures.	Municipal Corporation cites that court-ordered impediments and its mitigation by constructing 5-acre SLF; MCB does have responsibility of maintenance post-handover, at present rests with the concessionaire.	MC Bathinda has applied to PPCB/SEIAA to extend/relocate SLF in 3 acre land at Mansa Road adjoining Processing Plant site within 60 days.

Aspect	Contractual obligation as per (Concession Agreement)	Performance to date	Non-performance / issues	JITF claims	MC counter-claims / defences	Proposed action plan (compliance)
		<p>10 acres of land at Mansa Road was leased to JITF on 14.07.2016. SLF has not been constructed by JITF. MC developed ~5 acres SLF on its own. EC for processing site granted 30.08.2012; NGT has further affirmed EC on 25.11.2014.</p>				

Aspect	Contractual obligation as per (Concession Agreement)	Performance to date	Non-performance / issues	JITF claims	MC counter-claims / defences	Proposed action plan (compliance)
Land Requirement	MC to hand over vacant sites for Processing Facility (15 Acre), SLF (36.81 Acre) & Transfer Stations (4 Acres).	Land lease for processing site and SLF site was executed on 01.02.2012. Environment Clearance transferred 09.04.2013; processing site had legacy waste piles cleared by concessionaire before build; Independent Expert not appointed.	Delays in taking over possession of the Land by JITF.	Delays in handing over the Land. 36.81 Acre Land for SLF not provided.	20 Acre Land for Processing Facility and 36.81 Acre Land for SLF were provided immediately on signing of the Agreement and was taken over by JITF in 01/02/2012. 4 Acre Land for Transfer Stations was required after Compliance Date – Processing & Disposal i.e. after commissioning of Processing Facility, which was established in Oct., 2015. But, MSW from any of the cluster ULBs was not transported to Processing Facility even for one day after setting up of Processing Facility. Additional 10 Acre Land adjoining	The remaining Project duration is 10 years now. MCB intends to set up SLF on 10 Acre extra land provided to JITF as it is lying vacant and has applied for Environment Clearance for setting up SLF vide Application No. SIA/PB/Infra2/555464/2025. No land for Transfer Station is required as of now as JITF is not transporting any MSW from cluster ULBs.

Aspect	Contractual obligation as per (Concession Agreement)	Performance to date	Non-performance / issues	JITF claims	MC counter-claims / defences	Proposed action plan (compliance)
					Processing Facility was offered to JITF on 28.10.2014 vide letter 3428. JITF executed agreement and took over the possession on 14.07.2016.	
Conditions Precedent (CP)	MC was to transfer Environment Clearance (EC), create Tipping Fee Fund Account and appoint Independent Expert.	Obtaining Environment Clearance (EC) and other statutory approvals was the obligation of JITF as per Agreement Clause 5.1 (b) (i), (ii) & (iii). EC was obtained by MCB & transferred to JITF	Independent Expert remained unappointed; tribunal found many CPs belated, some unmet, and treated as waived by JITF through continued performance.	Damages for CP breaches and knock-on impacts; termination payment invoked earlier but rejected by Hon'ble Arbitration Tribunal.	CP delays explained by external constraints; termination alleged illegal by Arbitration Tribunal with continuity as per Agreement under orders.	Independent Expert will be appointed in case JITF starts work as per Agreement within 90 days.

Aspect	Contractual obligation as per (Concession Agreement)	Performance to date	Non-performance / issues	JITF claims	MC counter-claims / defences	Proposed action plan (compliance)
		<p>on 09.04.2013. Tipping Fee Fund Account was opened by MCB. MCB earnestly tried to appoint Independent Expert (IE) and invited bids for the same three times. But, unfortunately no suitable agency was found.</p>				
Tipping fee	Positive/negative tipping fee framework as per Art. 7.3; Annexure 12	Substantial payouts till Oct 2017; Hon'ble Arbitration	Fund not maintained strictly as per Annexure 13; delayed payments;	Outstanding tipping fee with interest and deemed approvals;	Over payment of INR 40.63 lakh alleged; operator of fund role asserted; reconciliations undertaken (disputed by JITF).	Hon'ble Arbitration tribunal after going through the facts directed MC Bathinda to pay Rs. 1.83 Cr as outstanding tipping fee

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	states; WOTAs allocate primary responsibility to ULBs; indemnity Art. 15.15(c) addresses ULB breach materially impacting performance; Annexure 13 fund/approval timelines.	tribunal recognized primary ULB responsibility but held MC liable via 15.15(c) indemnity for ULB non-payment; NGT directed interim payments in 2017–2018.	reconciliation disputes; interest on delays claimed; MC alleges overpayment and seeks refund.	aggregate monetary claims escalated in arbitration.		and interest. MC Bathinda has already paid the tipping fee as directed by Hon’ble Arbitration tribunal. MC Bathinda has to receive Rs8,11,140/ from JITF as Land Lease Money as awarded by Arbitral Tribunal.
User charges	JITF to collect; MC to publish notified rates; revenue risk largely with concessionaire; CA allows publication in	MC published rates (e.g., Dainik Jagran 23.11.2011 true-typed); JITF sought revision for commercial	Collection efficiency shortfalls; demand-side resistance; limited documentary proof of full coverage by JITF.	Shortfall-linked losses and facilitation defaults alleged.	Poor service delivery caused loss of revenue for concessionaire. As per the directions of Hon’ble NGT door to door collection and transportation is being carried	Hon’ble Arbitral tribunal vide award dated 21.05.2025 and clause no 251 has directed JITF to carry on its contractual obligations as per the original agreement. JITF has refused to

Aspect	Contractual obligation as per (Concession Agreement)	Performance to date	Non-performance / issues	JITF claims	MC counter-claims / defences	Proposed action plan (compliance)
	newspapers.	charges; resistance noted among payers with MC facilitation.			out by MC Bathinda and user charges are being collected by it.	honour this direction of the Hon'ble Tribunal. MC Bathinda requests this Hon'ble tribunal to direct JITF accordingly.
Waste to Energy Plant	CA permits sale of RDF/power by concessionaire; NGT directed MC to facilitate off take by State plants.	Quality RDF acceptable to industries could not be produced by JITF. Also, JITF did not setup Waste to Energy plant.	Despite directions by Hon'ble NGT in appeal no 70 of 2012 , JITF did not setup Waste to Energy plant. (ANNEXURE-2)	NIL	Quality concerns attributed to JITF operations. Waste to Energy plant needs to be established by JITF as per Hon'ble NGT directions.	MC Bathinda requests Hon'ble NGT to intervene and direct JITF again to establish waste to energy plant because sale of RDF is still an issue and is being accumulated at site as legacy waste in the name of Semi-finished RDF etc.
NGT orders compliance	NGT orders (2014 EC affirmation; 2017–2018 interim payments, Collection & Transportation	Payments made under directions; Collection & Transportation-responsibility	Contest on scope and duration of obligations (e.g., 300 MT supply); compliance narratives	Enforcement of directions to support performance and	As per directions of Hon'ble arbitral tribunal, JITF should proceed to start the work of door to door collection and proceed as per the Concession	MC Bathinda requests Hon'ble NGT to intervene and direct JITF again to establish waste to energy plant and to start door to door collection work as directed by

Aspect	Contractual obligation as per (Concession Agreement)	Performance to date	Non-performance / issues	JITF claims	MC counter-claims / defences	Proposed action plan (compliance)
	arrangements, RDF facilitation) to be complied with by parties.	shifted temporarily; further directions disposed on 08.10.2018; continuing court/tribunal supervision thereafter.	differ.	payments.	Agreement. Waste to Energy plant needs to be established by JITF as per Hon'ble NGT directions.	Hon'ble Arbitral tribunal in arbitral award dated 21.05.2025.
Legacy Waste	Legacy Waste treatment had no mention in Concession Agreement	Legacy Waste remediation completed in compliance with MSW Rules, 2016	-	-	As there was no mention of Legacy Waste and it was not included in the scope of Concessionaire, MC Bathinda engaged another agency for the treatment of Legacy Waste in compliance with MSW Rules, 2016.	Concessionaire may be directed to clear the stock of the MSW lying with it.

Aspect	Contractual obligation as per (Concession Agreement)	Performance to date	Non-performance / issues	JITF claims	MC counter-claims / defences	Proposed action plan (compliance)
Termination & continuity	Termination process under Art. 9 and Dispute Resolution Art. 11.	JITF issued termination notice 05.12.2018 effective 19.01.2019; Section 9 court order 15.01.2019 required continuation; Arbitral award later held termination illegal and directed continuation till expiry/valid termination.	Disputed validity of Events Of Defaults and material breach; Hon'ble Arbitral Tribunal rejected termination payment; continuity under orders persists.	Termination payment and ancillary damages.	Termination illegal; no termination payment due at this stage; continuity mandated.	Maintain uninterrupted operations and transition protocols; any future termination only per Concession Agreement with cure process and tribunal/court oversight; periodic status filings to NGT.

A copy of order dated 01.12.2017 in OA 70 of 2012 is annexed herewith and marked as ANNEXURE-1.

A copy of CTO application is annexed herewith and marked as ANNEXURE-2.

8. That the MCB has undertaken steps to ensure the fulfilment of the obligations as per the Concession Agreement and in compliance with the directions of this Hon'ble Tribunal. The Deponent Department further undertakes to take effective steps to ensure the compliance with the directions of the Hon'ble Tribunal and the contractual obligations.

9. Hence, the present affidavit is being filed for the kind consideration and perusal of this Hon'ble Tribunal.

10. I state that everything stated above has been stated by me in my official capacity on and derived from the official records and I state that nothing material has been concealed therefrom.

She has Signed/Thumbe mark in my presence



[Signature]

DEPONENT

VERIFICATION

Verified at Bathinda on this 28th day of Oct, 2025, that the contents of the above affidavit from paragraphs 1 to 10 are believed to be true and correct to the best of my knowledge and belief. No part of it is false and nothing material has been concealed therefrom.

Entered into Notary Register
Serial No. 289, Reg No. 07
Date: 28/10/25

[Signature]
attest

ATTESTED
[Signature]
MANJIT SINGH
Notary & Advocate
Distt Courts Bathinda (Pb.)

[Signature]

DEPONENT

BEFORE THE NATIONAL GREEN TRIBUNAL,
PRINCIPAL BENCH, NEW DELHI

Appeal No. 70 of 2012
And
M.A. No. 1203 of 2015
In
Original Application No. 106 of 2013
And
Original Application No. 69 of 2016
(Earlier OA No. 36 of 2013)

IN THE MATTER OF:

Capt. Mall Singh & Ors. Vs. State of Punjab & Ors.
And
Gaurav Jain Vs. State of Punjab & Ors.
And
Rajinder Singh & Ors. Vs. State of Punjab & Ors.

CORAM : HON'BLE MR. JUSTICE SWATANTER KUMAR, CHAIRPERSON
HON'BLE DR. JUSTICE JAWAD RAHIM, JUDICIAL MEMBER
HON'BLE MR. JUSTICE RAGHUVENDRA S. RATHORE, JUDICIAL MEMBER
HON'BLE MR. BIKRAM SINGH SAJWAN, EXPERT MEMBER

Present:

Applicant
Respondent No. 3

Mr. Tarunvir Singh Khehar, Ms. Gunect Khehar and Mr. Sandeep Mishra, Advs. for R-3 Mr. Raj Kumar, Adv. and Mr. Bhupender Kumar, LA for Central Pollution Control Board
Mr. A. R. Takkar, Ms. Amrajit Kumar and Mr. Vineet Kumar, Advs.
Mr. Kamaljeet Singh, AAG, State of Punjab
Mr. Naginder Benipal, Adv.
Mr. I. K. Kapila, Mr. Atul Kumar, and Mr. Atul Kumar, Advs. for A to Z Infra
Mr. Manoj K. Singh, Mr. Nilava Bandyopadhyay and Mr. Manish Lakhawat, Adv for the Project Proponent
Mr. Sudhir Mishra and Ms. Petal Chandhoik, Advs.
Ms. Petal Chandlok, Adv. for Amritsar Municipal Solid Waste Ltd.
Mr. Manoj K. Singh, Mr. Nitava Bandhopadhyaya and Mr. Manish Singh Lakhawat, Advs.
Brig. R.S. Sahota and Mr. Pankaj Upadhyay, Advs.
Mr. B.S. Jangr and Mr. Tejpal Singh
Mr. Vivek Garg, Adv. for Universal Biomass engery pvt. Ltd.
Mr. Kamaljeet Singh, AAG
Mr. Naginder Benipal, Adv. for PPCB
Ms. Deep Shikha Bharathi, Adv. for State of Uttar Pradesh

Date and Remarks	Orders of the Tribunal
Item No. 02 to 04 December 01, 2017 ss	We have heard the Learned counsel appearing for the parties. We make it clear that to manage the municipal solid waste generated in the State is the primary responsibility of the State Government and the Local Authorities of

<p>Item No. 02 to 04</p> <p>December 01, 2017</p> <p>ss</p>	<p>course the citizens and even the corporate sector is expected to provide due assistance in discharging of this function, as without their cooperation and of other stakeholders it would not be possible for the State to perform this function satisfactorily. The Constitutional and Statutory mandate provides an obligation on all including the State and citizens to ensure decent and clean environment. Municipal Solid Waste is one of the major environmental problems not only in the State of Punjab, but in the entire country. The State of Punjab therefore must own its responsibility and discharging its constitutional and statutory function with utmost sincerity and without delay. The entire State of Punjab, as already noticed by the Tribunal in the judgment of the Capt. Mall Singh and Ors. Vs. State of Punjab & Ors., has been divided into 8 clusters and presently only 4 clusters have commenced with some activity while other have not taken up at all or the bidders have terminated the contract without progress on the ground</p> <p>Not only we have heard all the concerned stakeholders, the State and local authorities, but even Chamber meetings were held by the Tribunal where the Chief Secretary and other dignitaries were present and even the Project Proponent. The issues were discussed at length and the Learned counsel appearing for the State of Punjab were directed to take clear instructions. Today the Learned counsel appearing for the Punjab submits that he has not instructed and even the senior officers from the State Government is present before the Tribunal, so are the Project Proponent and the applicants. Having heard all of them again we pass the following directions in</p>
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<p>Item No. 02 to 04</p> <p>December 01, 2017</p> <p>ss</p>	<p>relation to the works of the clusters that can be expedited:-</p> <p>1. <u>Bhatinda Cluster</u></p> <p>It is admittedly before us that the Project Proponent has already installed/established Composting and RDF Plant at the part of the land which has been handed over to him. The total land possession of which is given to them is admeasuring around 30 acres in Bhatinda and nearly 14 acres is covered under Composting, RDF, for greenery and temporary landfill site.</p> <p>According to the Project Proponent, he is collecting/being supplied 100 MT of municipal solid waste every day, but if their submissions are accepted, they would even commence Waste to Energy Plant in this cluster. However they should be dealt with by the State fairly and they should be encouraged to successfully operate the plant rather than creating hindrance in their operation.</p> <p>The Issues raised before us we deal as follows:-</p> <p>a. Presently for establishing the Waste to Energy Plant the Project Proponent has 16 Acres of land jointly. The Learned counsel appearing for the Project Proponent submits that they should be provided more land. At this stage we reject this request, as the Project Proponent is already having nearly 16 Acres of land available and he should start the construction of the Waste to Energy Plant now without any further delay, however this will be subject to compliance of the conditions that are contained hereinafter:-</p>
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<p>Item No. 02 to 04</p> <p>December 01, 2017</p> <p>ss</p>	<p>b. The State Government and Local Authorities shall provided 500 MT of waste from Bhatinda cluster or any other place they consider appropriate to the Project Proponent and the said waste will be delivered at the site itself, it shall be the obligation of the Project Proponent to segregate the waste as contemplated under the tender.</p> <p>c. The RDF produced by the Project Proponent including the RDF lying in its place i.e. 3388.1 MT, as stated, shall be directed by the State Government to be distributed to the Bio-mass Plants and the cement plant in the State of Punjab.</p> <p>d. The State Government shall pass an order without any further delay and ensure its implementation.</p> <p>e. However it is for the Project Proponent to ensure that the RDF fluff that is produced by the Project Proponent has a calorific value minimum of 2500 Kilo Caloric/Kg. If this standard is not met with, the State Government can refuse to direct consumption of the RDF by the Bio-mass Plant and the cement plant. The owners of the Bio-mass plant are also present before the Tribunal and they have agreed that they would take said RDF, however subject to it being of the requisite calorific value. The rate payable of the RDF would be the rate specified by the State Government/CERC.</p> <p>f. The Project Proponent shall submit within two weeks from today its complete plan with regard to</p>
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<p>Item No. 02 to 04</p> <p>December 01, 2017</p> <p>ss</p>	<p>the construction of Waste to Energy Plant with complete time frame. The Project Proponent shall be obliged to adhere to the specified time frame and in default would be liable to pay environmental compensation.</p> <p>g. It shall be responsibility of the Project Proponent to ensure that it deals and manages 500 MT of waste per day in accordance with Solid Waste Management Rules, 2016 which will be precisely meant for Waste to Energy Plant and till that is commissioned it will accept 300 MT of municipal solid waste which shall be delivered by the State Government its agencies and local authorities without payment of any tipping fee. We leave it for the State Government and Local Authority to decide for themselves, if they would like to segregate the wet waste which can be composted locally and the cost of transportation could be saved, but this would not absolve the State or the Project Proponent for performing all the directions afore-stated strictly in accordance with the order of the Tribunal.</p> <p>h. The Project Proponent may approach the Punjab Electricity Regulatory Commission within 10 days from today and submit an application for specification of the rates that would be provided to the Project Proponent for purchase of power once the Water to Energy Plant comes into operation.</p> <p>2. <u>Ferozpur Cluster</u></p> <p>The Project Proponent who was awarded</p>
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<p>Item No. 02 to 04</p> <p>December 01, 2017</p> <p>ss</p>	<p>tender for Composting Plant and RDF Plant at Firozpur has already terminated the contract and sanitary landfill as well. The Learned Counsel appearing before us for the said Project Proponent submits that they are not rolling to take up the project work at Firozpur and has already invoked arbitration proceedings. There are various Project Proponents. The State Government had again invited the tenders, however no tender have been received by them in response to their invitation. The State Government also to consider this project now independently as they have to provide 500 MT of waste to the Bhatinda cluster as per our direction. The State Government is granted liberty to process this case independently and come to the conclusion which will ensure that the Firozpur District does not suffer from any environment and public health impacts and the waste of Ferozpur is strictly managed in accordance with Solid Waste Management Rules, 2016.</p> <p>3. <u>Ludhiana Cluster</u></p> <p>There are various disputes (RDF and other) raised between the stakeholders. The Corporation, State Government and the Project Proponent have their own version in that behalf. We direct the Chief Secretary Punjab to take up this case and try to resolve the issue between the parties with an aim to ensure that the RDF Plant at Ludhiana is permitted to operate without any further delay and also consider objectively the request of the Project</p>
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Item No.
02 to 04

December
01, 2017

ss

Proponent that they should be permitted to use RDF in their plant at Nakodar.

The Chief Secretary herein shall submit a report to the Tribunal on the next date of hearing.

4. Amritsar Cluster

This cluster presently involved with two major issues. One is with regard to payment of the tipping fee for the purpose of collection, segregation and its utilization in the Composting Plant and landfill site. The Learned Counsel appearing for the State of Punjab upon instruction from the officers present submits that they would pay the said tipping fee when they receive the same from the Central Government. He however submits that for the present they have received grant from the Central Government and would shortly disburse the same to the Project Proponent.

We have no hesitation in observing that the contract is between the State and the Project Proponent which does not postulate that the payment of tipping fee would be dependent on the grant received from the Central Government. This approach of the State Government, therefore, is not tenable in law. In future they should pay the tipping fee regularly to the Project Proponent so that there is no default in collection, segregation, composting and deposit at the landfill site by the Project Proponent. Upon regular payments and if the Project Proponent commits the default in either of its function which shall be liable to pay environmental compensation at

<p>Item No. 02 to 04 December 01, 2017 ss</p>	<p>the rate of Rs 50,000/ per day. Other dispute is with regard to the allocation of land for construction of Waste to Energy Plant which has been awarded to the Project Proponent. The Project Proponent is willing to construct it, however he has not been allocated the land. The Learned Counsel appearing for the State Government submits that the land adjacent to the present site cannot be given for the compelling circumstances and reasons, however the State Government has decided to provide an alternative site to which the Project Proponent has no objection. The alternative site shall be provided to the Project Proponent within three months from today positively.</p> <p>We make it clear that the State Government without default will handover possession to the Project Proponent within a period of three months. From the date the possession is given to the Project Proponent it shall start the work of construction of Waste to Energy Plant within four weeks thereafter. The Project Proponent would also be at liberty to approach the Punjab Electricity Regulatory Commission for fixation of the power purchase rates in accordance with law.</p> <p>With the above directions we direct the matter be listed for hearing on 16th January, 2018. All the directions contained in this order should be carried out without default and delay by all the stakeholders.</p> <p>We hereby constitute a Committee of the following:-</p> <ol style="list-style-type: none">1. The Secretary, (Local Bodies) State of Punjab;2. The Member Secretary, Pollution Control Board;
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Item No. 02 to 04	3. Professor from the Punjab Engineering College, Chandigarh nominated by the principal/director
December 01, 2017	4. A representative from the Regional Office of Ministry of Environment, Forest and Climate Change at Chandigarh.
ss	<p>They shall submit a report to the Tribunal before the next date of hearing with regard to compliance of the above directions as well as showing whether the plants in question are operating appropriately or not. The Secretary state of Punjab would be responsible for carrying out of these directions.</p> <p>These directions have been provided upon consent and agreement of the parties.</p> <p>The cases of remaining clusters would be taken up on 16th January, 2018.</p>
	<p>.....,CP (Swatanter Kumar)</p>
	<p>.....,JM (Dr. Jawad Rahim)</p>
	<p>.....,JM (Raghuvendra S. Rathore)</p>
	<p>.....,EM (Bikram Singh Sajwan)</p>

2086 ANNEXURE-2
PUNJAB POLLUTION CONTROL BOARD

Application form for obtaining 'Consent to establish' (NOC)/'Consent to Operate' u/s 25/26 of the Water (Prevention & Control of Pollution) Act, 1974 and u/s 21 of the Air(Prevention & Control of Pollution) Act, 1981/Authorization under Rule 6 (1) of the Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016.

Industry ID :- R23BTI796963
Application ID :- 29074100

From:

Municipal Corporation, Bathinda - Municipal Solid Waste Processing Plant
Mansa Road, Bathinda
BATHINDA
BATHINDA

To

The Member Secretary,
Punjab Pollution Control Board,
Patiala.

I/We hereby, apply for obtaining,

- (i) **'Consent to establish' (NOC) under the provisions of the Water(Prevention & Control of Pollution) Act, 1974 and Air (Prevention & Control of Pollution) Act, 1981.**
- ✓ (ii) **'Consent to operate' u/s 25/26 of the Water(Prevention & Control of Pollution) Act, 1974.**
- (iii) **'Consent to operate' u/s 21 of the Air(Prevention & Control of Pollution)Act,1981.**
- (iv) **Authorization under Rule 6 (1) of the Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016.**

1. The detailed information pertaining to my/our industry/project is given in the Annexure-I to this form attached herewith.

2. I/We undertake to furnish any further information sought by the Board from time to time in connection with this application.

3. I/We undertake to obtain revised/varied/fresh consent as the case may be, in case there is any change in the process/product/effluents/hazardous waste etc. before the aforesaid change is affected.

4. I/We that the information furnished herewith is correct to best of my/our knowledge and nothing has been concealed therein. The Board would be at liberty to take penal action against the industry/project and the person(s) responsible to comply with the provisions of the pollution control statues in case information/document is detected as incorrect/false/misleading at any point of time.

5. I/We hereby agree to apply for obtaining renewal of 'consent to operate' under the water (Prevention & Control of Pollution) Act, 1974 and authorization under the Hazardous Wastes (management, Handling and Trans-boundary Movement) Rules, 2008 three months before the expiry of the previous consent(s)/authorization granted to the industry/project.

Date: 02/07/2025

Signature of Applicant:

Name: Er. Sandeep Gupta

Designation: Authorized Signatory

**Address: Bathinda
Bathinda
Bathinda
Punjab**

Enclosures:

1. Analysis Report of effluent/emission from Board /Approved Lab
2. CA s certificate regarding un-depreciated value of the fixed assets of the industry at the end of last financial year
3. Compliance report of previous consent conditions in annotated form
4. OtherDocumentsAttachment
5. PhotoAttachment
6. ElectricityBillsAttachment
7. BankAccDetailsAttachment
8. GstNoAttachment
9. PanCardAttachment

**** This is Computer Generated filled Application Form ****

PART-A: GENERAL INFORMATION:

1. **Name & Address of the Industry** : Municipal Corporation, Bathinda -
Municipal Solid Waste Processing
Plant
Mansa Road, Bathinda
BATHINDA,BATHINDA
2. **Name & Designation of the Applicant** : Er. Sandeep Gupta/Authorized
Signatory
3. **(i) Name(s) and Designation of the Occupier** : Sandeep Gupta/Authorized
Signatory
- (ii) Name(s) and Designation of the Director(s)/ Partner(s)/ Proprietor** : Er. Sandeep Gupta
Superintending Engineer,
Municipal Corporation, Bathinda
Near Fire Station, Mall Road,
Bathinda
9870014145
guptasandeep6919@yahoo.in
- (iii) Name(s) of person(s) authorized to sign the application form. (Please attach self attested copy of resolution/certificate)** : Sandeep Gupta
- (iv) Ownership of Industry** : State Government Under Taking
4. **Communication Details(Telephone No./Fax No./e-mail etc.)** : -
-
guptasandeep6919@yahoo.in
5. **Address of Correspondence** : Near Fire Station, Mall Road,
Bathinda , Bathinda, Bathinda,
151001
6. **Total investment of the industry/project**
- (i) Total cost of the industry/project(in Lacs)** : 1000.0
- (ii) Cost of Plant & Machinery(in Lacs)** : 1000.0
7. **(i) Scale of the Industry(Large/Medium/Small)** : Large
- (ii) Category/Type of the Industry** : RED / 1999-Miscellaneous (Red)
8. **Name and address of the City/Town/Village/Plot/Khasra/P atwari Halka No. with PIN code where the project site is located** : Mansa Road, Bathinda

Bathinda
Pin - 151001
9. **(i) Total Land area of the industry/project (in square meters)** :
- (ii) Built up area of the project(to be mentioned in case of construction/area development projects only) (in square meters)** :

10. Whether the site of the industry/project is located within or outside the municipal limits (please attach a certificate from the M.C. in this regard) : Within M.C. limit
11. Whether the site of the industry/project is situated in any Focal Points/Industrial Estate developed by the Govt. or any other authorized by the Govt. (please attach a copy of allotment letter of plot/land) : No
12. (i) Whether the site of the industry/project is located within the notified/draft Master Plan/LPA (Local planning Area) of any town/city and if yes, the classification of the area in which the site is located. (Please attach the certificate from the Deptt. of the Town & Country Planning, Punjab in this regard.) : No
- (ii) In case the industry/project is not satisfied in the approved industrial area within the notified/draft Master Plan/LPA, whether it has obtained the change of land Use (CLU) from the competent authority of the State or not and if yes, please attach a copy of the same : No
- (iii) In case the industry/project is not covered under (i) and (ii) above ; please attach a certificate from the deptt. of Town & Country Planning, Punjab regarding the classification of the area in which the site is located and whether CLU is required or not :
13. Whether the industry/project is located in Critically Polluted Area or not and if yes, please indicate the code assigned to the industry by the CPCB/MoEF : NO
14. Month and Year in which the industry was commissioned/is likely to be commissioned : Jun/2015
15. Undepreciated value of the fixed assets of the industry (Please indicate the date as on which the value of fixed assets has been considered) (Applicable in the cases of 'consent to operate' only) : Rs. 1000.0 (in Lakhs)
Date:- 26-02-2024
16. Details of consent fee deposited:

Sr. No.	Fee For	Amount (In Rupees)
1	CTO Water	21600.0

17. Total No. of average working days in a year and total no. of working shifts per day : days / shifts
18. (a) Total No. of Workers including officials working in industry :
- (b) No. of Workers and officials residing in the industrial permises: :
- (c) Total population to be served, (i) during construction phase :
(ii)during operation phase :

(To be mentioned in case of construction/area development projects only)

19. Whether the industrty/project:

(i) is covered under the Environment Impact Assessment (EIA) Notification dated 14.9.2006 as amended from time to time or not and if yes, the status of obtaining environment clearance from MoEF/State Level Environment Impact Assessment Authority : /

(ii) is covered under the 1st Schedule of Factories Act, 1948 or not if yes, the status of obtaining site clearance from SCA-cum-SAC : /

(iii) is covered under Press Note-17 (1984 series) or not and if yes, the status of obtaining the environmental from SCA-cum-SAC : /

20. Whether the industry has the complete machinery for which it had obtained 'consent to establish'(NOC) from the Board or not and if not, the details thereof. (To be filled up in case of 'consent to operate' cases only) : /

21. Inspection Audit Type :

Last Consent Details:

Sr. No.	Application Type	Application For	Consent No	Consent For	Date of Issue	Valid Upto
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PART-B: TECHNICAL INFORMATION(GENERAL):**1. Raw Material & Chemicals Details:**

Sr. No.	Name of the Raw-material/Chemicals used/to be used	Quantity of the Raw-material/Chemicals used/being used	Unit
-----NIL-----			

2. Production Detail:

Sr. No.	Name of the Product produced/to be produced	Quantity of Products produced/to be produced.			
		Licensed production capacity	Installed Production Capacity	Avg. Actual Production	Average Actual production for which the consent is sought
-----NIL-----					

Sr. No.	Name of the By-Products produced/to be produced	Quantity of By-Products produced/to be produced.			
		Licensed production capacity	Installed Production Capacity	Avg. Actual Production	Average Actual production for which the consent is sought
-----NIL-----					

3.Details of Power Load/power consumption:

- (i) Total power load available with the : 0 industry(in KW)
- (ii) Power Load required by the industry(in : 0 KW)
- (iii) Estimated power consumption for : 0 intended production per day(in Units consumed per day)

4. Manufacturing Proceses involved : / No

(please attach separate sheet, in case the space provided herein with is insufficient)

5. Solid Waste Generation Details:

Sr. No.	Source of Generation of Solid Waste	Nature/Type of solid waste	Quantity of Solid Waste generated/to be generated per day	Mode of Disposal
-----NIL-----				

PART-C: TECHNICAL INFORMATION REQUIRED FOR CONSENT UNDER WATER ACT, 1974 :

1. Source of Water Supply :

(Own Tubewell/Municipal Supply/Surface Water)

Sr. No.	Source Type	Source Name	Quantity (KLD)
-----NIL-----			

2. Details of flow measuring devices provided by the industry/project

- (i) for measurement of water consumed :
- (ii) for measurement of,
 - (a) Waste water generated :
 - (b) Waste water recycled :
 - (c) Waste water discharged :

3. Water Consumption Details:

Sr. No.	Water Consumed For	Quantity(KLD)
-----NIL-----		

4. Wastewater Generation Details:

Sr. No.	Wastewater Generated	Quantity(KLD)
-----NIL-----		

5. Wastewater Treatment Details:

Sr. No.	Use	Effluent Generation(KLD)	Treatment Arrangement Status	Treatment Details
-----NIL-----				

6. Characteristics of Wastewater:

Sr. No.	Type of Effluent	Parameters	Conc. of Pollutant		Unit
			Untreated	Treated	
-----NIL-----					

7. Treated Wastewater Disposal Details:

Sr. No.	Wastewater Disposal System	Quantity	Mode of Disposal (please indicate the land area in acres in case of disposal onto land for plantation/irrigation)
(i)	Wastewater being / to be recycled with or without treatment	0	
(ii)	Wastewater being/ to be discharged after treatment		
-----NIL-----			

8. Power consumption details of wastewater treatment facilities :

(i) Total power load connected to Wastewater treatment facilities (in KW) : 0

(ii) Average daily power consumption on wastewater treatment facilities (i.e. no. of units consumed/day) : 0

Date: 02/07/2025

Signature of Applicant:

Name: Er. Sandeep Gupta

Designation: Authorized Signatory

Address: Bathinda

**** This is Computer Generated filled Application Form ****

**** This is Computer Generated filled Application Form ****

Additional Details

Photo(Occupier/ Owner)	 Sandeep Gupta
Aadhar Card(Occupier/Owner)	*****
Industry Pan Card	AAALM0319C
Industry GST No.(Occupier/Owner)	G.S.T Applicable, 03AAALM0319C1ZV
Bank Account Details(Industry/Owner)(Name and Passbook)	ACCOUNT
Occupier Details(S/O, D/O)(Occupier/Owner)	Sandeep Gupta
Electricity Bills(Include the Electricity Bills no.,PSPCL Consumer ID, Sub-division name With latest bill attachment.)(Occupier/Owner)	BILL
Permanent Address(Occupier/ Owner)	Bathinda
Other Documents(Passport/ Driving Licence/)(Occupier/Owner)	Aadhar