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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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1931

Filed by



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Date: 17.09.2025

Place: New Delhi

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

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BIKRAMJEET SINGH SHERGILL

..... Applicant

V/s

STATE OF PUNJAB & ORS.

..... Respondent

**ADDITIONAL RESPONSE/REPLY ON BEHALF OF M/S JITF
URBAN WASTE MANAGEMENT (BATHINDA) LIMITED
PURSUANT TO THE DIRECTION OF THE HON'BLE TRIBUNAL
DATED 23.07.2025**

Most Respectfully Showeth:

1. The present reply is being filed on behalf of M/s JITF Urban Waste Management (Bathinda) Ltd. (hereinafter "***the Concessionaire/Respondent No.3***"), which is the Concessionaire of the Municipal Solid Waste Processing Facility at Bathinda. The present reply is filed through Mr. Sanjiv Verma, who is authorized on behalf of Respondent No. 3 vide board resolution dated 07.08.2025. **A copy of the**

Board Resolution dated 07.08.2025 is annexed herewith and marked as Annexure R-1.

2. That the Hon'ble NGT, vide order dated 23.07.2025, directed the Respondent No.3 to file an additional response in view of the observation in the arbitration award clearly mentioning its response to the aspects of performance by them of the contractual obligations under the agreement entered into between Municipal Corporation, Bathinda (hereinafter (hereinafter to be referred as "**Respondent No.2/ Concessional Authority**") and Respondent No.3 with all requisite details as may be required.
3. In furtherance of the aforesaid Order and direction dated 23.07.2025 of the Hon'ble NGT, Respondent No. 3 is filing the present additional response/reply.
4. It is humbly submitted that the contents of Respondent No. 3's reply dated 22.05.2023, 18.11.2023, 24.10.2024, 09.12.2024, and 04.02.2025 may be read along with and treated as part and parcel of the present reply, which is not being reiterated to avoid prolixity.

I. OBLIGATIONS OF RESPONDENT NO.2 AND RESPONDENT NO.3 AS PER THE CONCESSION AGREEMENT DATED 23.11.2011:

5. That, under the Concession Agreement dated 23.11.2011, the Respondent No.3 was obligated to perform the Collection and

Transportation (hereinafter "**C&T**") of Municipal Solid Waste (hereinafter "**MSW**") as detailed in Article 5 (Respondent No. 3's Obligations) read with Annexure 3 of the Concession Agreement. Specifically, Clause 3.1 of the Annexure 3 required Respondent No.3 to ensure door-to-door collection of MSW from Waste Generators, transportation from secondary collection points to transfer stations, processing facilities, or sanitary landfill sites, and to maintain cleanliness and hygiene at all collection and transfer points. A copy of the Concession Agreement is annexed as **Annexure-2** in the Reply dated 22.05.2023 filed by Respondent No. 3 before the Hon'ble NGT.

6. Further, as per Article 7.3 and Annexure 13 of the Concession Agreement, Respondent No.2 was specifically obligated to pay Tipping Fees to Respondent No. 3 for the C&T of MSW from the Bathinda Cluster to the designated site during the Concession Period.
7. Due to repeated non-compliance by Respondent No. 2, in making the payment of the Tipping Fees to Respondent No. 3, the Hon'ble NGT in the matter of Capt. Mall Singh v. State of Punjab & Ors. (Appeal No. 70 of 2012), vide Order dated 01.12.2017 read with Order dated 21.12.2017 and 16.01.2018 observed that the primary responsibility to manage the MSW in the state is of the Respondent No. 1 and Respondent No. 2. Accordingly, the Hon'ble NGT, with the consent of the parties including Respondent No. 2 and Respondent No. 3, directed that the C&T operations would be

closed by the Respondent No. 3 and undertaken by the Respondent No. 2 with effect from 01.05.2018, and the Respondent No.2 was directed to supply to the Respondent No. 3 w.e.f. 01.05.2018, 300 MT of MSW till construction of the Waste to Energy ("WTE") Plant and 500 MT of MSW upon commissioning of the WTE Plant. Even though the Respondent No. 3 complied with the directions of the Hon'ble NGT, the Respondent No.2 failed to comply with the same. The record establishes that since 01.05.2018, the Respondent No.2 has not supplied 300 MT of MSW even once to the Respondent No. 3.

II. ORDERS PASSED BY THE HON'BLE NGT IN CAPT. MALL SINGH V. STATE OF PUNJAB & ORS. (APPEAL NO. 70 OF 2012):

8. That, during the performance of the respective obligations by the parties, the Hon'ble NGT in the matter titled Capt. Mall Singh v. State of Punjab & Ors. vide order dated 01.12.2017, and 16.01.2018 passed the following directions:
 - 8.1. In the Order dated 01.12.2017 passed by Hon'ble NGT, the Hon'ble NGT observed that the primary responsibility to manage MSW is with Respondent No.2. Moreover, the obligations of C&T of MSW in the Bathinda Cluster were transferred from Respondent No.3 to Respondent No. 2. Further, Respondent No.2 was directed to provide 300 MT of waste from Bathinda Cluster to Respondent No. 3. On

the other hand, Respondent No.3 was to operate the Processing Facilities and process the MSW supplied by Respondent No.2. It is also stated in the Order that "*these directions have been provided upon consent and agreement of the parties*". A copy of the Hon'ble NGT's Order dated 01.12.2017 is annexed as **Annexure-12** in the Reply dated 22.05.2023 filed by Respondent No. 3 before the Hon'ble NGT.

- 8.2. Respondent No. 2 preferred an application before the Hon'ble NGT stating its difficulty in mobilization of resources, finances, and arrangements for door-to-door collection of MSW within a short time. Therefore, the Hon'ble NGT, considering the undertaking given by Respondent No. 2, for payment of 30 lakhs approx. per month to Respondent No. 3 for continuing the operations of C&T of MSW, directed Respondent No. 3 to continue the operations till 31.01.2018. A copy of the Hon'ble NGT's Order dated 21.12.2017 is annexed and marked as **Annexure R-3** in the Reply dated 24.10.2024 filed by Respondent No. 3 before the Hon'ble NGT.
- 8.3. Respondent No. 2 once again filed a review/modification application before the Hon'ble NGT seeking six months to arrange and finalize the modalities for taking over the C&T Operations of MSW in Bathinda Cluster. The Hon'ble NGT vide order dated 16.01.2018 granted time to Respondent No. 2 till 31.01.2018 to take over the C&T Operations from

Respondent No. 3 and directed Respondent No. 2 to undertake the C&T obligation in the Bathinda Cluster. A copy of the Hon'ble NGT's Order dated 16.01.2018 is annexed as Annexure-R2/6 in its Reply dated 18.12.2023 filed by Respondent No. 3 before the Hon'ble NGT.

III. PERFORMANCE OF RESPECTIVE OBLIGATIONS BY RESPONDENT NO. 2 AND RESPONDENT NO. 3 AFTER ORDERS PASSED BY HON'BLE NGT IN CAPT. MALL SINGH Vs. STATE OF PUNJAB & ORS. (APPEAL NO. 70 OF 2012):

9. Respondent No. 2 has been undertaking the C&T operations of MSW since 01.05.2018:

9.1 That pursuant to the directions of the Hon'ble NGT in its Order dated 16.01.2018, Respondent No. 2 vide its letter dated. 13.02.2018, informed the Respondent No. 3 that Respondent No. 2 is in the process of taking over the MSW C&T operations and requested the Respondent No. 3 to provide a list of vehicles that Respondent No. 2 can hire. A copy of the letter of Respondent No. 2, dated 13.02.2018 is annexed as Annexure R-4 in its Reply dated 24.10.2024 filed by Respondent No. 3 before the Hon'ble NGT.

9.2 In addition, Respondent No. 2 also conducted a meeting on 05.03.2018 with all the ULBs of Bathinda Cluster and advised the EOs of all ULBs to prepare a plan for door-

to-door C&T as per their available and planned resources to be deployed for these activities. Respondent No. 2 further directed the ULBs to submit their plan of taking over the C&T operations of MSW by 09.03.2018. A copy of the minutes of the meeting dated 05.03.2018 is annexed as **Annexure R-5** in the Reply dated 24.10.2024 filed by Respondent No. 3 before the Hon'ble NGT.

9.3 Further, on 17.04.2018, various ULBs of Municipal Corporation, Bathinda, undertook, vide their letters, to send the daily MSW collected to the Bathinda Processing Facility from 01.05.2018 onwards. Copies of the letters dated 17.04.2018, along with their true translation, are annexed as **Annexure R-6 (Colly)** in the Reply dated 24.10.2024 filed by Respondent No. 3 before the Hon'ble NGT.

9.4 Respondent No.3 vide its letter dated 30.04.2018, informed the Respondent No. 2 that it will not continue with C&T operations MSW from the entire Bathinda Cluster from 01.05.2018, and it has discharged/terminated its manpower contracts and all relevant subcontracts w.e.f. 30.04.2018 with regard to C&T operation. Additionally, it was informed that Respondent No.3 shall not be liable or responsible for any action or activity in relation to, connected to, or incidental to C&T of MSW in Bathinda Cluster from 01.05.2018. The same shall be the whole and sole

responsibility of Respondent No. 2, which in any case is the statutory obligation of Respondent No. 2. A copy of the Respondent No. 3 letter dated 30.04.2018 is annexed as **Annexure R-8** in the Reply dated 24.10.2024 filed by Respondent No. 3 before the Hon'ble NGT.

9.5 On 23.10.2018, the Respondent No.2 and the Respondent No.3 executed an MOU for the hiring of 5 Mini Tippers for a period of 2 months. Under the MoU, Respondent No.2 was responsible for the operational expenses (*Minor maintenance, fuel, and driver cost*), while Respondent No.3 was responsible for statutory compliance and major maintenance. A copy of the MOU dated 23.10.2018 is annexed as **Annexure-R-7** in the Reply dated 24.10.2024 filed by Respondent No. 3 before the Hon'ble NGT.

10. Accordingly, Respondent No. 2 took over the obligation of the C&T operations in the Bathinda Cluster w.e.f. 01.05.2018 and till date, Respondent No. 2 is undertaking the C&T operations of MSW only in Bathinda and not in the entire Bathinda Cluster.

11. The Hon'ble NGT passed the Orders dated 01.12.2017 and 16.01.2018 with the consent and agreement of the parties, and accordingly, Respondent No. 2 and Respondent No. 3 are continuing to perform their respective obligations.

12. It is pertinent to submit that the Orders passed by the Hon'ble NGT dated 01.12.2017 and 16.01.2018 were never challenged by Respondent No. 2. Furthermore, even in the arbitration proceedings, Respondent No. 2 did not challenge the scope of its obligation, which includes the C&T of MSW in the Bathinda Cluster. Moreover, Respondent No. 2 claimed the cost of C&T operations; however, the same was rejected by the Ld. Tribunal in light of judicial orders of the Hon'ble NGT dated 01.12.2017 and 16.01.2018. A copy of the Arbitral Award is annexed by Respondent No. 2 as **Annexure-4** in its Reply dated 22.07.2025 before the Hon'ble NGT.
13. Further, the Respondent No. 2 in the present matter before the Hon'ble NGT has never disputed its obligation of performing the C&T of MSW in any of its reply/response filed before the Hon'ble NGT. It is submitted that the Respondent No. 2, in its reply dated 22.07.2025, has itself admitted that pursuant to the Arbitral Award dated 21.05.2025, the Respondent No. 3 has to fulfil its contractual obligations of processing and management of the Solid Waste Management facility situated at Mansa Road, Bathinda.
14. **Respondent No. 3 is operating the Processing Facilities situated at Mansa Road, Bathinda**
- 14.1 In terms of Respondent No. 3's obligation under the Concession Agreement, Respondent No. 3 designed, engineered, and installed the 350 Tonnes Per Day

(“**TPD**”) MSW Processing Facilities as per the terms of the Concession Agreement and in compliance with the relevant engineering standards and guidelines.

14.2 It is also admitted by the Respondent No. 2 in its reply dated 22.07.2025 filed before the Hon’ble NGT that the Respondent No. 3 established the Processing Facilities of 350 TPD located at Mansa Road, Bathinda, and the same is operational since October 2015.

14.3 The Processing Facilities are being operated and maintained by the Respondent No. 3 as per the terms of the Concession Agreement directions passed by the Hon’ble NGT from time to time.

15. Thus, in view of the above, after the aforesaid orders of Hon’ble NGT in *Capt. Mall Singh*, Respondent No. 2, is responsible and obligated for the C&T of MSW, and it is Respondent No. 3’s obligation under the Concession Agreement for the Processing of MSW supplied by Respondent No. 2. Respondent No. 3 continues to comply with the same to date.

Filed by



Counsel for the Respondent No. 3

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Date:-17.09.2025

Place: New Delhi

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

IN THE MATTER OF:

BIKRAMJEET SINGH SHERGILL

..... Applicant

V/s

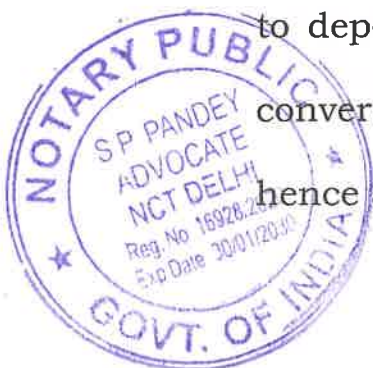
STATE OF PUNJAB & ORS.

..... Respondent

AFFIDAVIT

I Sanjiv Verma, S/o Uma Shankar Verma aged about 35 years, working at JITF Urban Waste Management Bathinda Ltd., Bathinda (Punjab) do hereby solemnly state and affirms as under :

1. I say that I am duly authorized by the Respondent No. 3 to depose before this Hon'ble Tribunal, and I am also conversant with the facts of the present matter and hence am competent to depose this affidavit.



2. That the accompanying additional 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 Respondent No. 3, and nothing has been concealed therefrom.



VERIFICATION

I, Sanjiv Verma, 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

16 SEP 2025

1945



JITF URBAN WASTE MANAGEMENT (BATHINDA) LIMITED
 Jindal ITF Centre, 28 Shivaji Marg, New Delhi - 110015; Tel. No.: 011 - 66463983/84

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF JITF URBAN WASTE MANAGEMENT (BATHINDA) LIMITED AT THEIR MEETING HELD ON THURSDAY, 07th AUGUST, 2025, AT 02.00 P.M. AT JINDAL ITF CENTRE, 28, SHIVAJI MARG, NEW DELHI – 110015.

“RESOLVED THAT Consent of the Board be and is hereby accorded to severally authorize Mr. Birendra Kishore Maji, Director, Mr. Harinder Singh Chandok, Whole-Time Director, Mr. Sanjiv Verma, Deputy Manager of the Company and Mr. Manish Saxena, Authorised Signatory to Sign, execute, and deliver any or all documents, pleadings, affidavits, or applications as may be required and to appear before any court of law, tribunal, NGT or other judicial/quasi-judicial forum and appear on behalf of the Company in connection with any disputes, claims, or proceedings initiated by or against the Company and to do all such act(s), thing(s), deed(s) as may be necessary in this regard for and on behalf of the Company.

RESOLVED FURTHER THAT a Certified true copy of this resolution be furnished to the concerned under the hands of any Director of the company.”

#CERTIFIED TRUE COPY#

**For and on behalf of
 JITF URBAN WASTE MANAGEMENT (BATHINDA)LIMITED**

**ALOK KUMAR
 DIRECTOR
 DIN: 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

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RE: In Bikramjeet Singh Shergill vs. State of Punjab: Additional Response on behalf of M/S JITF Urban Waste Management (Bathinda) Limited

From Gunita Pahwa <gunita@sandalawoffices.com>

Date Wed 2025-09-17 16:10

To bhanwar09jadon@gmail.com <bhanwar09jadon@gmail.com>

Cc Manish Gopal Singh Lakhawat <Manish.g@sandalawoffices.com>; Kumar Shashwat Singh Sawno <Shashwat@sandalawoffices.com>; Rahul Saraswat <Rahul.s@sandalawoffices.com>

📎 1 attachment (636 KB)

Additional Response on Behalf of Respondent No. 3- 17.09.2025.pdf;

Dear Mr. Jadon,

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

Kindly find attached herewith the Additional Response on behalf of M/s JITF Urban Waste Management (Bathinda) Limited in furtherance of the Hon'ble NGT order dated 23.07.2025.

Thank you

Yours sincerely,

Gunita Pahwa | Joint Managing Partner|



S&A Law Offices

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Top Leading Individual (2021-2025)



Top Managing Partner (2021-2025)



A List Icon Consecutive 3 years



Consecutive 3 years

