

BEFORE THE NATIONAL GREEN TRIBUNAL,  
PRINCIPAL BENCH, NEW DELHI  
M.A. NO. 63/2024  
IN  
ORIGINAL APPLICATION NO. 199/2023

KAPIL DEV

... APPLICANT

VERSUS

STATE OF PUNJAB &amp; ORS.

... RESPONDENTS

AFFIDAVIT ON BEHALF OF MUNICIPAL CORPORATION  
LUDHIANA IN COMPLIANCE OF ORDER DATED 03.12.2025

I, Neeru Katyal Gupta, Commissioner of Municipal Corporation, Ludhiana do hereby solemnly affirm and declare as under:

1. That the matter as contained in MA No. 63 of 2024 in OA No. 199/2023 titled "Kapil Dev Vs State of Punjab through the Chief Secretary & Ors" was listed before this Hon'ble Court on 21.08.2025.

2. That the Hon'ble Tribunal was pleased to pass the following order:

"...

5. *The above report of PPCB clearly reveals that the legacy waste is lying in the Mandi premises and no proper in-situ management/composting of daily generated waste has been made till now.*

6. *Learned Counsel appearing for Respondent No.4 is permitted to obtain a copy of the report of the PPCB dated 18.08.2025 and respond to it.*

7. *Though the Municipal Corporation, Ludhiana has been impleaded as Respondent No.3 and served but is not represented in the matter. Hence, we direct Chief Executive Officer, Municipal Corporation, Ludhiana to appear virtually on the next date of hearing and assist the Tribunal. ..."*

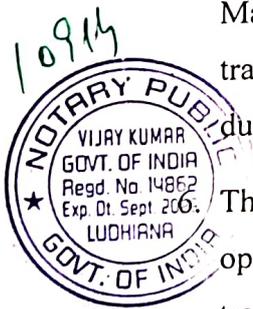


3. It is respectfully submitted that Municipal Corporation Ludhiana is discharging its obligations strictly in terms of Memorandum of Understanding dated 16.06.2025 executed between Municipal Corporation, Ludhiana and Punjab State Agricultural Marketing Board (Punjab Mandi Board) for scientific handling, compaction and transportation of solid waste from the Mandi premises in accordance with the Solid Waste Management Rules, 2016. Copy of MoU dated 16.06.2025 is enclosed herewith and marked as ANNEXURE A-1.

4. That under the said MOU dated 16.06.2025, the respective roles and responsibilities of the parties are clearly demarcated:

- a) Punjab Mandi Board is required to provide segregated waste on a daily basis at the designated compactor sites.
- b) Municipal Corporation, Ludhiana, is responsible for installation, operation, and maintenance of portable static compactors, compaction of waste, and transportation of compacted waste to the authorised dumping site at Tajpur Road, strictly as per the SWM Rules, 2016.
- c) MCL is handling up to 20 tons of garbage per day of PSAMB, free of cost, as stipulated under Clause 5.11 of the MOU.

5. That 08 static compactors have been installed and are operational at the Mandi premises, and waste after compaction is regularly lifted and transported by MCL to the designated municipal solid waste dumping/processing site.



That as per MoU Municipal Corporation, Ludhiana, is confined to operation of compactors, compliance during operations, and onward transportation of waste.

7. That MCL has acted in compliance of MOU dated 16.06.2025 and Solid Waste Management Rules, 2016, including:

- i. Installation and operation of compactors,
- ii. Regular lifting and transportation of compacted waste,
- iii. No open burning of waste,
- iv. No littering outside compactor premises,
- v. Compliance with safety and environmental norms.

8. However, it is pertinent to mention that Municipal Corporation, Ludhiana has processed and cleared the entire legacy waste around and within the Sabji Mandi premises. Photos of the site in question is enclosed herewith and marked as ANNEXURE A-2.
9. It is worthwhile to mention that ownership of land where Legacy waste was present vests with Punjab Mandi Board. Therefore instructions has been issued to District Mandi Officer, Ludhiana to regularly enforce regulatory measures, so that no further dumping of solid waste happens. In addition, officials of Municipal Corporation, Ludhiana have also been sensitized to prevent any littering of solid waste around compactor site.
10. It is respectfully submitted that no burning of waste has ever been carried out by MCL, which is also corroborated by the PPCB inspection report stating that "no burning was observed at site".
11. It is submitted that the Municipal Corporation, Ludhiana, has always been very diligently in taking steps towards preservation of Environment in accordance with the relevant rules and directions passed by this Hon'ble Tribunal.

**VERIFICATION:**

*Certified that the affidavit/SPA/GPA has been readover & explained to the deponent/executant who seemed directly to understand the same at the time making thereof.*

*ll*  
**DEPONENT**  
**Commissioner**  
**Municipal Corporation**  
**Ludhiana**

Verified that the contents of abovementioned paras of the above report are true and correct to the best of my knowledge as derived from the official record. No part of the above reply is false and nothing material has been concealed therein.

Date: 04-02-2026

Place: Ludhiana

*ll*  
**DEPONENT**  
**Commissioner**  
**Municipal Corporation**  
**Ludhiana**

**ATTESTED AS IDENTIFIED**

*ll*  
 Notary Public, Ludhiana (PB.)

05 FEB 2026

*Vinod Kumar*  
 I know the Depoent/Executant/Identifier personally and He/She has Signed/Thumb impression in my presence

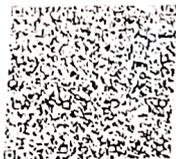




**INDIA NON JUDICIAL**  
**Government of Punjab**

**e-Stamp**

Certificate No. : IN-PB44868625329997X  
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 Certificate Issued By : pbharsinu013  
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 Unique Doc. Reference : SUBIN-PBPB705630487811604270783X  
 Purchased by : SUBHASH KUMAR SON OF BALVIR CHAND  
 Description of Document : Article 5(d) Agreement - if not otherwise provided for  
 Property Description : Not Applicable  
 Area of Property : Not Applicable  
 Consideration Price (Rs.) : 0  
 (Zero)  
 First Party : PUNJAB MANDI BOARD MOHALI  
 Second Party : Not Applicable  
 Stamp Duty Paid By : PUNJAB MANDI BOARD MOHALI  
 Stamp Duty Amount(Rs.) : 100  
 (One Hundred only)  
 Social Infrastructure Cess(Rs.) : 0  
 (Zero)  
 Total Stamp Duty Amount(Rs.) : 100  
 (One Hundred only)



**MEMORANDUM OF UNDERSTANDING (MoU)**  
**BETWEEN**  
**PUNJAB STATE AGRICULTURAL MARKETING BOARD (PSAMB)**  
**AND**  
**MUNCIPAL CORPORATION LUDHIANA (MCL)**

This MEMORANDUM OF UNDERSTANDING (MoU) is made and on the 16<sup>th</sup> day of JUNE 2025, between

*Ac.*  
Joint Comm. Member  
Municipal Corporation,  
LUDHIANA.

0012873983

District Mandi Officer  
LUDHIANA.

1. PUNJAB STATE AGRICULTURAL MARKETING BOARD (PSAMB), having its address at Punjab Mandi Bhawan, Sec 65-A S.A.S Nagar (Hereinafter referred to as "PSAMB") through Secretary Punjab Mandi Board S.A.S nagar.
  2. Commissioner, Municipal Corporation Ludhiana having its address at office of Municipal Corporation, Zone-D, Sarabha Nagar, Ludhiana (Hereinafter referred to as "MCL").
- PSAMB & MCL are hereinafter referred to individually as "Party" and collectively as "Parties"

WHEREAS,

- A) PSAMB whose head office is situated at Punjab Mandi Bhawan, Sec 65-A S.A.S Nagar and shall mean its Secretary, Punjab Mandi Board S.A.S Nagar or any other Officer so authorized by Secretary, Punjab Mandi Board S.A.S Nagar to discharge the required functions on its behalf;
- B) MCL, whose head office is situated at office of Municipal Corporation, Zone-D, Sarabha Nagar, Ludhiana and shall mean its Commissioner or any other officer so authorized by Commissioner to discharge the required functions on its behalf;

The parties desire to memorialize certain terms and conditions of their anticipated endeavor. NOW, THEREFORE, in recognition of their common interests and objectives, and in order to supplement and strengthen the existing understandings amongst the Parties with respect to cooperation for the Works, the Parties confirm their mutual understanding on the following:

#### 1.0 PURPOSE

- 1.1 The Purpose of this MOU is regarding installation of compactor in New Sabzi Mandi Ludhiana and Grain Market, Gill Road, Ludhiana for disposing off solid waste as per Solid Waste Management Rules 2016 and Norms.

#### 2.0 SCOPE OF WORK

- 2.1 PSAMB will provide 1500 sq/yd space in both mandies.i.e New Sabzi Mandi, Ludhiana and grain Market, gill road, Ludhiana for installation of portable compactor on lease basis.
- 2.2 MCL will ensure boundary of above-mentioned space.
- 2.3 PSAMB will provide segregated waste to MCL compactor site on daily basis which will be disposed off by MCL free of cost.

#### 3.0 RESPONSIBILITIES OF MCL

- 3.1 It will be responsibility of MCL that the machinery and other equipment used in installation and operation of portable compactor meet all required technical and safety standards. At the same time, it has also been said that MCL will ensure that whatever is there regarding the machinery and other equipment related requirement it will be maintained in all aspect.
- 3.2 MCL will be responsible for compliance of all safety measures and standard at premises.
- 3.3 MCL will ask the compactor selected for the projects to prepare both in form of digital (soft copy) and Paper (hard copy) formats completion drawings, Designs, wiring Diagrams, Warranty Manual, maintenance contracts, Repair and Maintenance Manual, Operating Guidelines, Procedures, etc. and handover these to the entire satisfaction of the PSAMB.

3.4 MCL will ensure compliance of all guidelines of solid waste management Rules 2016, and directions of NGT during the operations.

#### 4.0 PAYMENT OF LEASE AMOUNT

After signing of this MOU, MCL shall be providing 100% of lease Amount i.e Rs. 52,125 per annum +taxes as applicable in advance to PSAMB through RTGS on 1<sup>st</sup> of April every year.

#### 5.0 TERMS AND CONDITIONS

5.1 MCL will obtain necessary permissions, clearance of passage, clearance of illegal encroachments and/ or approvals from all concerned local, central and other responsible organizations in connection with the project as a whole.

5.2 PSAMB will issue NOC for providing 1500 sq/yd space for both sites on lease.

5.3 XEN (CIVIL) Punjab Mandi Board, Ludhiana will earmark the required spaces in both the mandies.

5.4 MCL will ensure boundary wall of spaces earmarked by XEN (CIVIL) Punjab Mandi Board Ludhiana.

5.5 MCL will bear all the project cost.

5.6 The Compaction of garbage by MCL will be done within the boundary wall of compactor sites. No littering of garbage will be allowed outside these sites.

5.7 PSAMB can get these sites vacated from the MCL by giving Six months notice without assigning any reason as per their requirement.

5.8 The sites will be given on a 10 years lease and can be extended for a further 10 years or less, with the consent of both parties.

5.9 The lease rent will be collected as per the collector rate and lease amount will be increase by 10% per annum.

5.10 The garbage aggregators and vehicles of MCL used for transportation of garbage will only use passage to the Sabji Mandi Compactor site through gate no. 3 of Sabji Mandi Ludhiana on Bahadarke Road.

5.11 MCL will handle 20 tons of Garbage per day of PSAMB.

5.12 MCL will waive off penalty of Rs 52,95,000 earlier imposed by MCL on PSAMB.

#### 6.0 TERMINATION

6.1 This agreement shall automatically terminate on expiry of period of 10 years from date of signing of this MOU.

6.2 PSAMB can terminate the agreement after giving **6 months** notice in writing to other party of its intention to terminate agreement.

#### 7.0 SETTLEMENT OF DISPUTE

7.1 Both the parties will accord due honor to this MOU. However, in the event of any dispute and/ or difference whatsoever arises under the MOU or in connection there-in including any question relating to existence, meaning and interpretation of this MOU or any alleged breach thereof, the same shall be settled as far as possible by mutual discussion and consultation between the parties of this MOU.

7.2 In the event of any such question, dispute and or difference not being settled in the aforesaid manners, the dispute shall be referred to the MAYOR, Commissioner MCL and Secretary Punjab Mandi Board S.A.S Nagar, whose decision shall be final and binding on the partes.

7.3 In case the dispute and/ or difference between the parties is not settled as per the clause 7.2, the same shall be subjected to jurisdiction of Civil Court, Dist. – Ludhiana, Punjab.

8.0 AMENDMENT OF MOU

If circumstances arise which calls for modification in the MOU, these may be made by mutual consent of both parties to this MOU. The parties acknowledge and agree that this agreement represents the entire agreement between the parties. In the event that the parties desire to change, add or otherwise modify any terms, they shall do so in writing to be signed by both parties atleast two month in advance.

9.0 FORCE MAJEURE

Force majeure is herein defined as any cause which is beyond the control of the MCL or the contractor engaged for any of the Project as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen, and which substantially affects the performance of the contract such as: Natural phenomena, including but not limited to floods, draughts earthquakes and epidemics. Terrorist acts/ sabotage or other such acts/ incidences.

In witness whereof both the parties to this MOU here to have executed this memorandum of understanding on this day, month and year first mentioned above.

Notwithstanding the date of execution, this MOU shall be deemed effective from the date the MCL commences operations at the premises, and all obligations, including rent payments, shall be applicable from that date.

*[Signature]*  
Dated: 16-06-2025  
Signed for and on behalf of  
Municipal Corporation Ludhiana

Municipal Corporation, Zone-D,  
Sarabha Nagar, Ludhiana, Punjab.  
Joint Commissioner  
Municipal Corporation,  
LUDHIANA.  
Seal

Dated 16/06/2025  
Signed at: MCL LUDHIANA.

*[Signature]*  
16/6/25  
Superintending Engr. (B & R)  
M.C. Ludhiana.

Witness (Name & Address)  
HEALTH OFFICER  
MUNICIPAL CORPORATION  
LUDHIANA  
Witness (Name & Address)

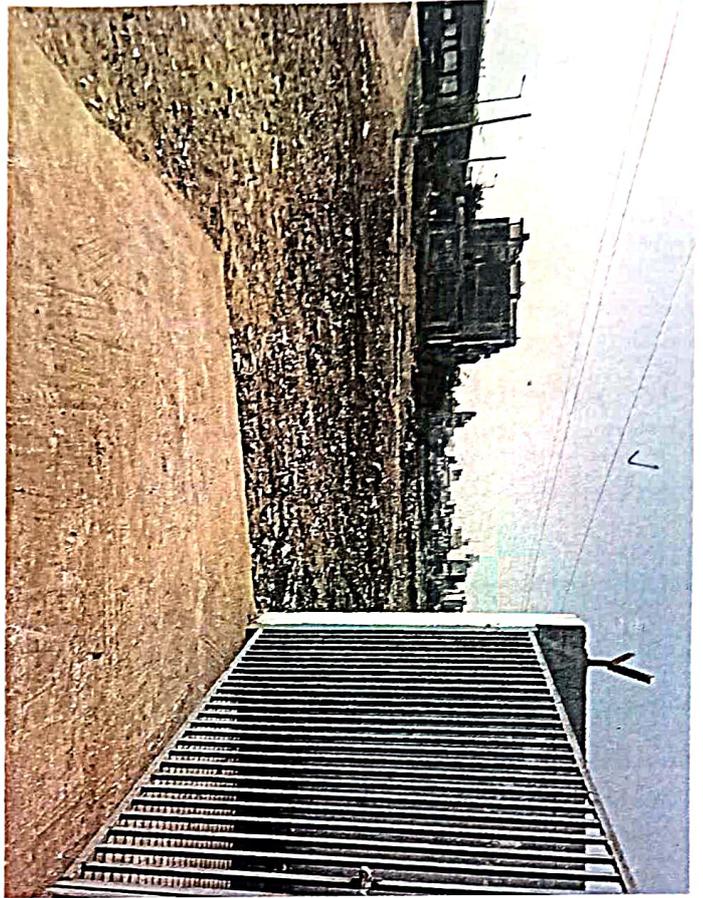
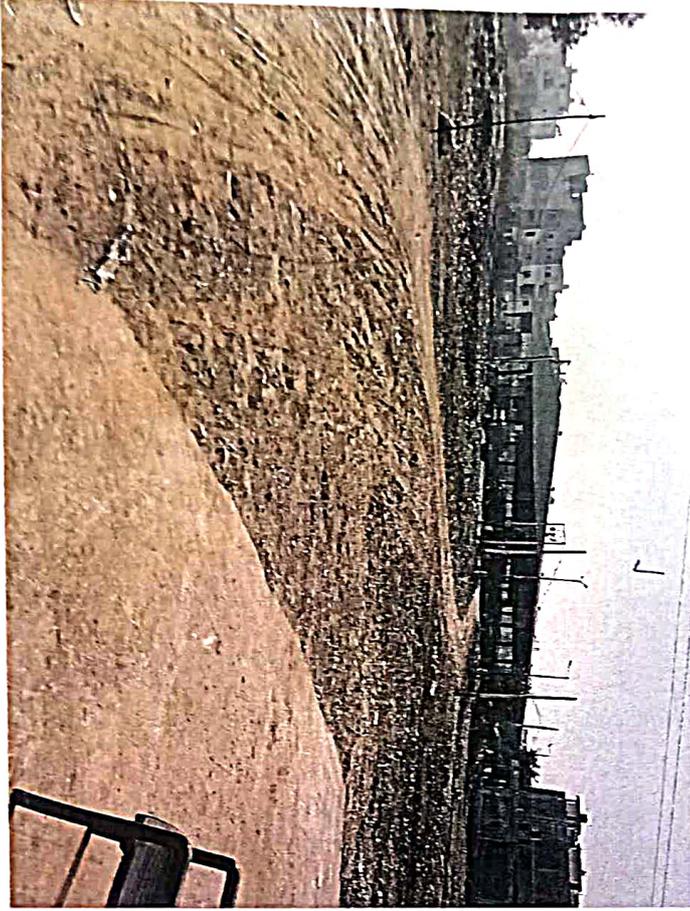
*[Signature]*  
Signed for and on behalf of Punjab  
Mandi board *(Gummatpal Singh)*  
D.M.O

PMB Punjab Mandi Bhawan, Sec  
65-A S.A.S Nagar Punjab.

District Mandi Officer  
LUDHIANA

Seal  
Dated 16/06/2025  
Signed at: MCB LUDHIANA

Witness (Name & Address)  
*(Sudhanshu Kumar)*  
D.M.O LUDHIANA  
*[Signature]*  
Secretary market Committee  
Ludhiana  
Witness (Name & Address)







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Lat 30.941824, Long 75.847011  
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Note : Captured by GPS Map Camera



