

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

ORIGINAL APPLICATION NO. 555 OF 2024

IN THE MATTER OF :

News item titled "India lost 2.33 Million Hectares of Tree Cover Since 2000
Global Forest Watch" Appearing in The Indian Express Date
13.04.2024.

RESPONDENTS : MOEF&CC & ALL STATES/UTs.

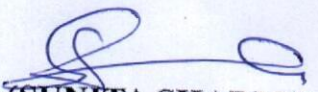
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FILED BY :

NEW DELHI

DATED: 28/2/2025


(SUNITA SHARMA)
 ADVOCATE FOR RESPONDENT NO.36

1

**IN THE NATIONAL GREEN TRIBUNAL,
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IN THE MATTER OF :

News item titled "India lost 2.33 Million Hectares of Tree Cover Since 2000 Global Forest Watch" Appearing in The Indian Express Date 13.04.2024.

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AFFIDAVIT ON BEHALF OF RESPONDENT NO 36

UNION TERRITORY OF LAKSHADWEEP

I, Rajthilak S, son of Selvaraj G, Aged about 38 years Secretary, Department of Environment & Forest, U.T of Lakshadweep Administration, having my office at Atal Paryavaran Bhawan, U.T of Lakshadweep, Kavaratti - 682 555 do hereby solemnly affirm on oath and state as under :

1. That in my Official capacity as stated above I am well acquainted with the facts and circumstances of the present case and as such I am competent to swear the present affidavit.
2. Present Affidavit is being filed in compliance with order dated 18.11.2024 passed by this Hon'ble Tribunal in Suo-Motu OA No. 555 of 2024 titled "India lost 2.33 Million Hectares of Tree Cover Since 2000 Global Forest Watch" Appearing in The Indian Express Date 13.04.2024.




 C.N. NO. 1/2024
 ADVOCATE & NOTARY
 GOVT. OF INDIA, Area: Lakshadweep
 Reg.No:17155, Expiry Date:22/10/2029


 सचिव(पर्यावरण एवं वन विभाग)
 लक्षद्वीप संघ राज्य क्षेत्र,
 कवारत्ती-६८२ ५५५
 Secretary (Environment & Forests)
 U.T. of Lakshadweep
 Kavaratti-682 555



3. It is respectfully submitted that, Lakshadweep is a group of islands comprising 12 atolls, 3 reefs, 5 submerged banks with a total land area of 32 km² located between 8° – 12° 13" North latitude and 71° – 74° East longitude, 220 to 440 Kms. in the west coast of Kerala, in Arabian sea. UT of Lakshadweep Consists of lagoon area of about 4,200 Sq.kms, 20,000 Sq.kms of territorial waters and about 4 lakhs Sq.kms. of ecological zone. There are 11 inhabited islands which are geographically isolated from each other. Population of the islands is only 64,473 as per 2011 census.
4. It is respectfully submitted that, the whole Lakshadweep Islands are made up of coral formation under atoll category and have very unique and different ecology. As per the land resources utilization in Lakshadweep it does not have significance since primary biodiversity is concentrated in marine environments which suggests a unique ecological focus.
5. It is respectfully submitted that, the Union Territory of Lakshadweep Administration (UTLA) possesses a singular bird sanctuary named Dr. Salim Ali Bird Sanctuary, Pitty situated within its terrestrial jurisdiction, specifically located on a naturally barren island encompassing a land area of 0.1 sq.km. It is further submitted that, as per the official records maintained by the Revenue Department and the State Forest Department,



C.N. NOORUL HAYAT
ADVOCATE & NOTARY
GOVT. OF INDIA, Area: Lakshadweep
Reg.No:17155, Expiry Date:22/10/2029

S. L. K.
सचिव(पर्यावरण एवं वन विभाग)
लक्षद्वीप संघ राज्य क्षेत्र,
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no additional forest lands or areas are presently available within the Lakshadweep.

6. It is respectfully submitted that, in accordance with the India State of Forest Report (ISFR) 2023, the Union Territory of Lakshadweep has been documented to possess a forest cover of 91.33%, reflecting an increase of one percentage point from the data reported in the ISFR 2021, which indicated a forest cover of 90.33%. A comprehensive review of preceding reports reveals that the forest cover within the Union Territory of Lakshadweep has demonstrated a notable and consistent increase over the preceding years, with only marginal variations observed in prior assessments. This sustained upward trend underscores the efficacy of the conservation initiatives, policies, and measures diligently implemented by the Union Territory of Lakshadweep Administration.
7. Furthermore, it is respectfully submitted that the Administration has well established mechanism that is aimed at ensuring the preservation, protection, and enhancement of tree cover across the Islands. These administrative measures reflect the Administration's unwavering commitment in maintaining ecological balance, promoting environmental sustainability, and safeguarding biodiversity within the territorial jurisdiction of Lakshadweep



[Handwritten Signature]
 C.N. NOORUL HIDAYAT
 ADVOCATE & NOTARY
 GOVT. OF INDIA, Area Lakshadweep
 Reg. No. 17155, Expiry Date 22/10/2023

[Handwritten Signature]

सचिव(पर्यावरण एवं वन विभाग)
 लक्षद्वीप संघ राज्य क्षेत्र,
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 Kavaratti-682 555

[Handwritten Signature]

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8. It is respectfully submitted that, terrestrial biodiversity of Union Territory of Lakshadweep is widely diverse presently more than ever and the land area still provide essential services such as carbon sequestration, water purification, soil stabilization, and habitat for numerous species of flora and fauna.
9. It is respectfully submitted that, though there is no terrestrial forest in Lakshadweep the pressure on marine ecosystems is present. The Union Territory of Lakshadweep Administration is taking adequate measures to preserve the biodiversity and implementing strict regulations to protect marine ecosystems from overfishing, pollution, and habitat destruction.
10. The Union Territory of Lakshadweep Administration enforces the Wildlife (Protection) Act, 1972 and rules made thereunder for the protection, conservation and rehabilitation of the Ecology since the most of the marine organism and bird were listed in the Schedule under the above-mentioned Act.
11. On the facts and in the circumstances it is therefore most respectfully prayed that this Hon'ble Tribunal may pass appropriate orders.



[Handwritten Signature]
 C.N. NOORUL HIDAYAT
 ADVOCATE & NOTARY
 GOVT. OF INDIA, Area: Lakshadweep
 Reg. No: 17155, Expiry Date: 22/10/2029

[Handwritten Signature]

DEPONENT

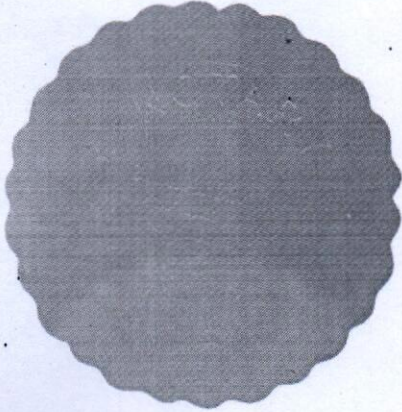
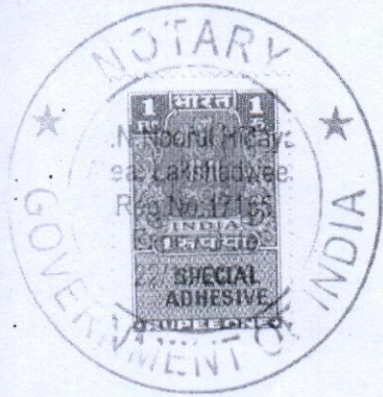
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 लक्षद्वीप संघ राज्य क्षेत्र,
 कवारत्ती-६८२ ५५५
 Secretary (Environment & Forests)
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[Handwritten Mark]

VERIFICATION:

Verified that the contents of above affidavit paragraph 1-11 are true and correct to the best of my knowledge as drawn from the records of the case, no part of it is wrong and nothing material has been concealed therefrom.

Verified at Kavaratti, U.T of Lakshadweep on this ^{25th}..... Day of February, 2025



EXECUTED & SIGNED IN MY PRESENCE
ON 25/02/2025 AT LAKSHADWEEP

ATTESTED

C.N. MOHAMMAD
ADVOCATE & NOTARY

GOVT. OF INDIA, Area: Lakshadweep
Reg.No:17155, Expiry Date:22/10/2029

S. Likh
DEPONENT

सचिव(पर्यावरण एवं वन विभाग)
लक्षद्वीप संघ राज्य क्षेत्र,
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Secretary (Environment & Forest)
U.T. of Lakshadweep
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S. Likh

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

ORIGINAL APPLICATION NO. 555 OF 2024

IN THE MATTER OF:

News Item titled- "India lost 2.33 Million Hectares of Tree Cover Since 2000 Global Forest Watch" Appearing in The Indian Express Date 13.04.2024.

CORAM: HON'BLE MR. JUSTICE SUDHIR AGARWAL, JUDICIAL MEMBER
HON'BLE DR. AFROZ AHMAD, EXPERT MEMBER

RESPONDENTS:

Know all to whom these presents shall come that I/We Rajthilak S., IFS, Secretary (Environment & Forest), Union Territory of Lakshadweep Administration, Kavaratti.

Them above named the SUNITA SHARMA, Advocate.
do hereby appoint advocate/s) to be my / or Advocate in the above – noted case authorize her:-

To act, appear and plead in the above-noted case in this court or in any other court in which the same may be tried or heard and also in the appellate court including High Court subject to payment of fees separately for each court by me/us.

To sign file, verify and present pleadings, appeals cross-objection or petitions for executions review, revision, withdrawal, compromise or other petitions or affidavits or other documents as may be deemed necessary or proper for the prosecution of the said case in all its stages subjects to payment of fees for each stage.

To file and take back documents, to admit and / or deny the documents of opposite party. _____

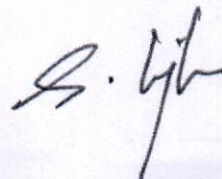
To withdraw or compromise the said case or submit to arbitration any differences of disputes that may arise touching or in any manner relating to the said case.

To take execution proceedings on paying separate fee.

To deposit, draw and receive money, cheques, cash and grant receipts hereof and to do all other acts and things which may be necessary to be done for the progress and in the course of the prosecution on the said case.

To appoint and instruct any other Legal Practitioner authorizing him to exercise the power and authority hereby conferred upon the Advocate whenever he may think fit to do so and to sign the power of attorney on our behalf.

And I/we undersigned to hereby agree to ratify and confirm all acts done by the Advocate or his substitute in the matter as my/our own acts, as if done by me /us to all intents and purpose.



And I/We undertake that I/We of my/our duly authorized agent would appear in court on all hearings and will inform the Advocate for appearance when the case is called.

And I/We undersigned do hereby agree not to hold the advocate or his substitute responsible for the result of the said case. The adjournment costs whenever ordered by the court shall be of the Advocate which he shall receive and retain for himself.

And I/We undersigned do hereby agree that in the event of the whole or part of the fee agreed by me/us to be paid to the advocate remaining unpaid he shall be entitled to withdraw from the prosecution of the said case until the same is paid up. The fee settle is only for the above case and above Court. I/We hereby agree that once the fee is paid, I/We will not be entitled for the refund of the same in any case whatsoever and if the case prolongs for more than 3 years the original fee shall be paid again by me/us.

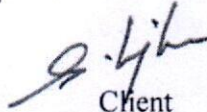
IN WITNESS WHERE OF I/We do hereunto set my/our hand to these presents the contents of which have been understood by me/us on this^{25th}.....Day of ..Feb..2025. Accepted subject to the terms of the fees.


(SUNITA SHARMA)

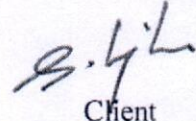
ADVOCATE FOR THE
RESPONDENT No. 36

I Identify the Signature/Thumb
Impression of Below Mentioned Person




Client

सचिव(पर्यावरण एवं वन विभाग)
लक्षद्वीप संघ राज्य क्षेत्र,
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Signed in My Presence. The Client