

# 2512

BEFORE THE NATIONAL GREEN TRIBUNAL PRINCIPAL BENCH, NEW DELHI

ORIGINAL APPLICATION NO.477/2022

IN THE MATTER OF:

RAJENDER GANGSARI

...APPLICANT

-VERSUS-

STATE OF UTTARAKHAND & ORS.

...RESPONDENTS

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RESPONDENT NO. 4

THROUGH

MANISH KUMAR & ASSOCIATES,  
ADVOCATES FOR RESPONDENT NO.4,  
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NEW DELHI-110001  
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NEW DELHI  
DATED: 21.08.2025



BEFORE THE NATIONAL GREEN TRIBUNAL PRINCIPAL BENCH, NEW DELHI

ORIGINAL APPLICATION NO.477/2022

IN THE MATTER OF:

RAJENDER GANGSARI

...APPLICANT

-VERSUS-

STATE OF UTTARAKHAND & ORS.

...RESPONDENTS

**AFFIDAVIT ON BEHALF OF RESPONDENT NO. 4 IN COMPLIANCE OF THE  
ORDER DATED 06.08.2025**

I, Namami Bansal, aged about 33 years, currently posted as Municipal Commissioner, Municipal Corporation Dehradun, do hereby solemnly affirm and state as under:

1. That I am the duly Authorised Person on behalf of Respondent No.1, as such I am fully conversant with the aforementioned matter as such, I am competent to swear the present affidavit.
2. That vide order dated 06.08.2025, this Hon'ble Tribunal taking note of the submission made by the Applicant, by reference to Annexure A/1 filed to the Rejoinder, inter-alia, pointing out that leachate is flowing from the treatment plant.
3. It is respectfully submitted that on 08.07.2025, due to heavy rainfall during the monsoon season, the western wall of the Shishambara processing plant was damaged due to the high pressure of rainwater. It is on account of the heavy rainfall and the pressure the rainwater was carrying had caused the damage at the plant, the rainwater got mixed with leachate when it



*[Handwritten Signature]*

unfortunately leaked out of the plant, damaging the boundary wall as aforementioned.

4. The Respondent No. 4 was informed about the said devastating situation by its concerned staff as well as the local residents when Respondent No. 4 immediately instructed M/s Green Clean Waste Management Private Limited (hereinafter referred to as 'GCWMPL'), the contracting company who has been awarded work for the operation and maintenance of the plant, to immediately repair the damaged wall and take necessary steps to ascertain that no rainwater is mixed with leachate, leaking out from the plant, causing any damage.

5. It is respectfully submitted that despite heavy and continuous rain in the area, the contracting company, GCWMPL, undertook the reconstruction of the wall and also all the measures to stop leaking out of the rainwater mixed with leachate and finally, the said wall was completed by 30.07.2025, which took a little time as on account of daily torrential heavy rainfall, there was continuous obstruction in undertaking the work.

6. It is further submitted that the contracting company, M/s GCWMPL, also used a suction pump to collect the leachate that had accumulated outside the plant's boundary wall and transferred it back to the leachate treatment plant for further treatment of leachate.

It is respectfully submitted that currently as aforementioned, reconstruction of the damaged boundary wall is currently complete and there is no leachate flowing outside the wall of the treatment plant.



Annexed herewith are the photographs taken of the treatment plant demonstrating that no leachate is flowing from the plant as Annexure A/1 (Colly.).

8. That the deponent has been personally monitoring the plant and ensuring all safety measures are undertaken by regularly communicating with the contracting company so that there is no such incident of leachate flowing from the plant is reported in future.

*[Signature]*  
DEPONENT

VERIFICATION:

Verified at D.Mu on this 23<sup>rd</sup> day of August, 2025 that the contents of the affidavit are true and correct and nothing material has been concealed therefrom.

*[Signature]*  
DEPONENT



R.N. 4221  
23/8/25  
This affidavit is sworn before me by  
Shri..... *Messrs. Arya Brand* .....  
who is identified by Shri .....  
at Dehradun on.....

*[Signature]*  
(Rajender Singh Negi)  
Advocate & Notary, Dehradun

Annexure A/1 (cont.)



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Google

**Central Hope Town, Uttarakhand, India**  
 8vv8+8q, Central Hope Town, Uttarakhand 248011, India  
 Lat 30.342738° Long 77.866256°  
 18/08/2025 04:54 PM GMT +05:30

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6



Google

**Central Hope Town, Uttarakhand, India**  
8vv8+8q, Central Hope Town, Uttarakhand 248011, India  
Lat 30.342692° Long 77.866083°  
19/08/2025 12:20 PM GMT +05:30

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A handwritten signature in blue ink, appearing to be "Rajinder Singh Negi".



2520

NOTARY  
Rajinder Singh Negi  
Deraun District  
Reg. No. 190/1202  
10-12-22 to 09-12-23  
GOVT. OF UTTARAKHAND

8



**DEHRADUN**[Click Here For Local Weather Report & Forecast](#) | [Back To Home](#)**EXTREME WEATHER EVENTS IN THE MONTH OF AUGUST**

Year	Temperature (°C)		Rainfall (mm)	
	Highest Maximum (Date)	Lowest Minimum (Date)	24 Hours Highest (Date)	Monthly Total
2024	35.4 (31)	21.4 (29)	172.0 (1)	769.1
2023	34.8 (31)	21.6 (26)	175.1 (14)	801.4
2022	36.3 (9)	21.6 (20)	85.6 (11)	498.1
2021	34.4 (6)	22.0 (9)	90.2 (26)	479.7
2020	35.0 (6)	22.1 (21)	109.2 (16)	619.6
2019	35.5 (28)	22.6 (22)	126.6 (12)	395.6
2018	34.4 (16)	22.1 (7)	127.7 (4)	958.1
2017	34.2 (6)	22.5 (23)	87.1 (5)	543.5
2016	35.2 (4)	22.8 (1)	92.5 (8)	412.9
2015	32.9 (26)	21.8 (23)	99.9 (21)	654.2
<b>ALL TIME RECORD</b>	<b>37.2 (05, 1949)</b>	<b>12.4 (3, 1971)</b>	<b>332.2 (22, 1951)</b>	<b>1637.8 (1885)</b>

**CLIMATOLOGICAL TABLE DEHRADUN**

PERIOD: 1991-2020

Month	Mean Temperature (°C)		Mean Total Rainfall (mm)	Mean Number of Rainy Days	Mean Number of days with			
	Daily Minimum	Daily Maximum			Hail	Thunder	Fog	Squall
Jan	6.6	19.7	43.5	2.8	0.2	2.2	1.7	0.0
Feb	9.2	22.5	57.9	3.8	0.3	3.5	0.2	0.0
Mar	13.1	27.4	45.8	3.2	0.3	4.4	0.0	0.0
Apr	17.4	32.5	32.9	2.7	0.2	4.7	0.0	0.0
May	21.2	35.3	51.4	3.8	0.5	8.9	0.0	0.0
Jun	23.2	34.1	231.1	10.3	0.2	13.0	0.0	0.0
Jul	23.6	30.6	621.6	20.5	0.0	16.6	0.0	0.0
Aug	23.1	30.1	714.9	21.6	0.1	15.4	0.1	0.0
Sep	21.3	30.1	305.9	12.0	0.0	11.6	0.0	0.0
Oct	16.3	29.0	38.3	2.1	0.2	2.5	0.0	0.0
Nov	11.4	25.5	5.2	0.4	0.1	0.6	0.1	0.0
Dec	7.6	21.7	13.0	1.1	0.0	0.6	0.9	0.0
Annual	16.1	28.2	2161.5	84.1	2.0	83.9	3.0	0.0



*[Handwritten signature]*