

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL

PRINCIPAL BENCH, NEW DELHI

ORIGINAL APPLICATION NO. 361/2018

IN THE MATTER OF:

Narmada Pradushan Nivaran Samiti & Ors.

...APPLICANTS

V.

Ministry of Environment, Forest and Climate Change and Ors.

...RESPONDENTS

INDEX

S.No.	Particulars	Pg. No.
1.	AFFIDAVIT ON BEHALF OF RESPONDENT NO. 9-STATE OF MADHYA PRADESH	1-6
2.	Vakalatnama	7

Filed by:

Place: New Delhi

Date: 08.03.25



Rukhmini Bobde, Advocate

Standing Counsel for The State Of Madhya Pradesh Before the Hon'ble

National Green Tribunal, Principal Bench, New Delhi

D-366, Defence Colony, New Delhi-110 024

Ph.: +91 98717 38029 | Email: bobde.rukhmini@gmail.com

- a. Direct the Respondent No.2, Respondent No.3 and Respondent No. 4 to make urgent provision for the release of 1500 cusec from SSD for downstream purpose, on a daily basis without fail, as recommended by R-5 in their letter to the R-1 dated 20.11.2017 during the pendency and final decision of the application;*
- b. Institute an independent assessment by expert body/committee to assess the environment flow required in the Narmada River in different seasons to ensure that the river continues to provide the environmental, social, economic, livelihood and cultural services in the downstream of SSD;*
- c. Direct R-2/NCA, R-4/SSNL to ensure that the environment flow is released from the Sardar Sarovar Dam itself rather than from Godbole weir as it being done now;*
- d. Direct Respondent No. 1 to issue directions to Respondent No.2 to ensure that adequate downstream flows sufficient to meet the needs of the River Narmada and communities is assessed and implemented in the context of existing socio-economic development and industrialization taking place in the downstream of the SSP, in a time bound manner;*
- e. Direct composition of an expert body/committee to carry out an impact assessment arising from complete lack/negligible downstream flow since many years and to suggest a restoration plan for the restitution of downstream riverine environment by involving local communities;*
- f. Direct R-4/SSNL to compensate the communities/people in the downstream affected by wilful violations and neglect caused on account of non-release of adequate water downstream of SSD;*
- g. Direct Respondent No.1 to declare the downstream from Sardar Sarovar Dam of the Narmada basin as the Critically Vulnerable Coastal Area (CVCA) under the CRZ Notification, 2011 to ensure the highest protection in view of its delicate hydro-ecology and deleterious impacts of inadequate freshwater flows;*



h. Pass any such other or further order as this Hon'ble Tribunal may deem fit and proper in the facts and circumstances of the case."

3. That the Answering Respondent was arrayed as a party-respondent in the present proceedings *vide* order dated 26.04.24 passed by this Hon'ble Tribunal. The relevant excerpt from the said order is reproduced hereinbelow:

"6. In this OA, the applicant is seeking increase of e-flow in the downstream of Sardar Sarovar Dam, therefore, other States to whom the apportionment has been made in the above Clause 3 may be effected. Learned Counsel appearing for respondent no. 2 and 3 has also submitted that the other States will be effected. Hence, we direct the applicant to implead the following as additional respondents in the OA:-

- 9. State of Madhya Pradesh through its Chief Secretary*
- 10. State of Rajasthan through its Chief Secretary*
- 11. State of Maharashtra through its Chief Secretary"*

4. That, at the outset, it is humbly submitted that the Narmada River is the life-giving river of the State of Madhya Pradesh, which passes through various districts of the State, such as Anuppur, Dindori, Madla, Jabalpur, Narsinghpur, Hoshangabad, Harda, Khandwa and Kargone. It is submitted that it covers a total distance of 1,077 Kilometres in the State and presently, about 15 Lakhs hectares of land is being irrigated with the water of the Narmada River. It is further planned to set up infrastructure that could enable irrigation of 40 Lakhs hectare of area with the water of the Narmada River.

That the Answering Respondent humbly submits that the directions contained in the Award dated 07.12.1979 passed by the Narmada Water



Disputes Tribunal constituted under the Inter-state River Water Disputes Act, 1956 are followed by the State of Madhya Pradesh in letter and spirit, as laid down in Clause III – Apportionment of the Utilizable Quantum of Narmada Waters – of the Award (See Annexure A/2 (Colly) of the Original Application). Clause III of the Award is reproduced hereinbelow:

“Clause III - Apportionment of the Utilizable Quantum of Narmada Waters.

1) The Tribunal hereby orders that out of the utilisable quantum of Narmada waters, (a) Madhya Pradesh is entitled to a share of 18.25 Million Acre Feet (22,511.01 MCM.), (b) Gujarat is entitled to a share of 9 Million Acre Feet (11,101.32 MCM), (c) Rajasthan is entitled to a share of 0.5 Million Acre Feet (616.74 MCM) and (d) Maharashtra is entitled to a share of 0.25 Million Acre Feet (308.37 MCM);

2) Further, it is clarified that the apportionment relates to actual withdrawals and not consumptive use;

3) Within its share of water, each party State is free to make such changes in the pattern of water use and in the areas to be benefited within or outside the Narmada basin in its territory as it may consider necessary.”

6. Further, it is humbly submitted that as per clause (3) of Clause III of the said award, the State-parties to the award are *“free to make such changes in the pattern of water use”* as may be considered necessary within their territory. As such, in the respectful submission of the Answering Respondent, the State of Madhya Pradesh is responsible only to the extent of the water of Narmada River flowing within its territory and in the same vein, it is submitted that the maintenance of e-flow of the water flowing downstream of the Sardar Sarovar Dam is the responsibility of the State



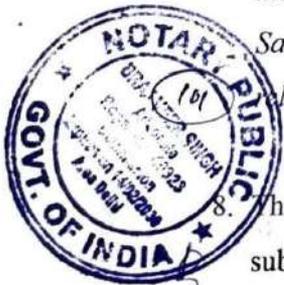
of Gujarat and the same is to be reckoned from its share as allocated in the award dated 07.12.1979.

7. That, sub-clause (vii) of Clause IX – Regulated Releases to be made by Madhya Pradesh for the requirement of Sardar Sarovar Project – of the award dated 07.12.1979 specifically notes that the State of Gujarat “may let down water from Sardar Sarovar for its downstream use by making specific indent for it and such releases shall be reckon against its share.” Sub-clause (vii) of Clause IX is reproduced hereinbelow for the kind reference of this Hon’ble Tribunal:

“Clause IX - Regulated Releases to be made by Madhya Pradesh for the Requirement of Sardar Sarovar Project.

...
 (vii) *Withdrawals from Sardar Sarovar for Navagam Canal for Gujarat and Rajasthan shall be measured at the head of Navagam Canal. The supply to Rajasthan shall be measured at Gujarat-Rajasthan border. The loss in the canal in carrying the supply for Rajasthan shall be determined by the Authority after the canal has been constructed and shall reckon against the share of Rajasthan. Water let down into the river from Sardar Sarovar through power house turbines shall be measured on the basis of power generated by it and that escaped through the spillway by measurement at the spillway. Gujarat may let down water from Sardar Sarovar for its downstream use by making specific indent for it and such releases shall reckon against its share.”*

That, in view of the aforesaid, the Answering Respondent humbly submits that the State of Madhya Pradesh is maintaining the e-flow of the water of Narmada River in the stretch of 1,077 Kilometres within its territory and the prayers as sought in the instant original application are



maintainable only against the State of Gujarat, as they concern the downstream e-flow of the water of Narmada River from the Sardar Sarovar Dam situated within the State of Gujarat.

9. That, the Answering Respondent humbly craves the leave of this Hon'ble Tribunal to adduce additional facts by way of additional affidavit as may be deemed necessary for the proper adjudication of the instant application by this Hon'ble Tribunal.

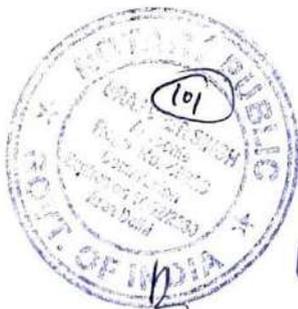
I identified the deponent/executant who has signed in my presence.

[Signature]
DEPONENT
D.F.O. (MONT.)
N.V.D.A., BHOPAL

VERIFICATION:

I, the deponent named above, do hereby verify that the contents of the above affidavit are believed to be true and correct on the basis of the information derived from the record of the case and nothing material has been concealed therefrom.

Verified at on this 8th day of March, 2025 at New Delhi



[Handwritten signature]

STATEMENT THAT THE DEPONENT

VIKRAM CHANDRAJI
610 Mangla, Ceep
working at Narmada valley Dev Agency
Bhopal (M.P.) Bhopal at New Delhi

[Signature]
DEPONENT
D.F.O. (MONT.)
N.V.D.A., BHOPAL

08 MAR 2025

(101)

I have been
and do hereby declare that the true and
correct facts have been stated.

Notary Public, Bhopal (India)

[Handwritten signature]

08 MAR 2025

IN THE HON'BLE NATIONAL GREEN TRIBUNAL,
PRINCIPAL BENCH, NEW DELHI
OA 361 OF 2018

IN THE MATTER OF:-

NARAMAD PRADUSAN NIVARAN SAMITI & ANR.

...APPLICANTS

VERSUS

MINISTRY OF ENVIRONMENT, FOREST AND CLIMATE CHANGE AND ORS.

...RESPONDENTS

KNOW ALL to whom these presents shall come that I, Vikram Solanki, aged about 56 years, s/o Shri Mangi Lal, presently Divisional Forest Officer (Monitoring), Narmada Bhavan, Narmada Valley Development Authority, Bhopal, State of Madhya Pradesh, authorized representative the above named **RESPONDENT NO. 9**, do hereby appoint, RUKHMINI S. BOBDE, Advocate having office at D-366, Ground Floor, Defence Colony, New Delhi-110024, +91 98717 38029 (herein after called the advocate/s) to be my/our Advocate in the above noted case authorized her:-

To act, appear and plead in the above-noted case in this Tribunal 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 objections or petitions for execution 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.

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 or disputes that may arise touching or in any manner relating to the said case. To take execution proceedings.

The deposit, draw and receive money, cheques, cash and grant receipts thereof 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 of the said case.

To appoint and instruct any other Legal Practitioner, authorizing her to exercise the power and authority hereby conferred upon the Advocate whenever he may think it to do so and to sign the Power of Attorney on our behalf. And I/We the undersigned do 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 purposes.

And I/We undertake that I / we or my /our duly authorized agent would appear in the court on all hearings and will inform the Advocates 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 herself.

And I /we the 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 settled 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. If the case lasts for more than three years, the advocate shall be entitled for additional fee equivalent to half of the agreed fee for every addition three years or part thereof.

IN WITNESS WHEREOF I/We do hereunto set my /our hand to these presents the contents of which have been understood by me/us on this Accepted subject to the terms of fees on this 8th day of March 2025.



ADVOCATE


CLIENT
8/3/2025