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IN THE NATIONAL GREEN TRIBUNAL,  
WESTERN ZONE BENCH, PUNE

EXECUTION APPLICATION NO. 7 OF 2024  
IN  
ORIGINAL APPLICATION NO. 28 OF 2014

BETWEEN

CA MR. SAIPRASAD MANGESH APPLICANT

- APPLICANT

VERSES

THE REGIONAL TRANSPORT OFFICER & ORS

-RESPONDENTS

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Date 22/21/2025

**IN THE NATIONAL GREEN TRIBUNAL,  
WESTERN ZONE BENCH, PUNE**

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**EXECUTION APPLICATION NO. 7 OF 2024  
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**-RESPONDENTS**

**ADDITIONAL AFFIDAVIT IN SUPPORT OF AFFIDAVIT SUBMITTED ON  
04/01/2025 IN REJOINER TO THE SAY OF RESPONDENT NO. 4**

**MOST RESPECTFULLY SHOWETH:-**

1. I, Saiprasad Mangesh Applicant, the Applicant herein, do hereby solemnly affirm and respectfully submit this Additional Affidavit in continuation of and in furtherance to my reply dated 04/01/2025. Through the said reply, I have elaborated upon the economic, ecological, and legal significance of trees, emphasizing their indispensable role in maintaining environmental equilibrium, their contribution to sustainable development, and the broader public interest implications arising from their destruction. In light of the gravity of the matter and the necessity of placing additional material on record to further substantiate the submissions already made, I am filing this Additional Affidavit to ensure a comprehensive and just adjudication of the issues involved.
2. The present submissions seek to emphasize the indispensable role of trees in maintaining ecological balance, mitigating climate change, and ensuring compliance with fundamental environmental and constitutional mandates, as enshrined under Articles 21, 48A, and 51A(g) of the Constitution of India. The right to a clean and healthy environment is an integral part of the right to life under Article 21, and the State has a corresponding duty under Article 48A to protect and improve the environment, including forests and wildlife. Furthermore, Article 51A(g) imposes a fundamental duty upon every citizen to protect and improve the natural environment, including forests, lakes, rivers, and wildlife, and to have compassion for living creatures.

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3. The Hon'ble Tribunal is respectfully invited to consider the irreparable environmental damage caused by indiscriminate deforestation, particularly in ecologically sensitive zones, and to recognize the inadequacy of compensatory afforestation as an effective remedial measure. Scientific studies and judicial precedents have repeatedly affirmed that compensatory afforestation cannot fully restore the ecological services rendered by fully grown, mature trees, which take decades, if not centuries, to develop and provide critical environmental benefits such as carbon sequestration, soil conservation, temperature regulation, biodiversity support, and groundwater recharge. **The Hon'ble Supreme Court, in *T.N. Godavarman Thirumulpad v. Union of India* [(1997) 2 SCC 267]**, has categorically held that forests and tree cover must be preserved in accordance with the principles of sustainable development and intergenerational equity.
4. In light of established scientific, economic, and legal principles, the preservation of the existing green cover, particularly large, mature trees, becomes a non-negotiable necessity. The ecological contributions of such trees far exceed those of newly planted saplings, making it imperative to prevent their indiscriminate felling. The destruction of such trees imposes multi-dimensional costs, economic, social, legal, and environmental—that must be holistically evaluated in accordance with the precautionary principle and the polluter-pays principle, both of which have been recognized as part of the law of the land in *Vellore Citizens' Welfare Forum v. Union of India* [(1996) 5 SCC 647].
5. Furthermore, the Hon'ble Tribunal is urged to consider the statutory obligations imposed by the Environment (Protection) Act, 1986, the Forest (Conservation) Act, 1980, the Biological Diversity Act, 2002, and the National Green Tribunal Act, 2010, all of which mandate strict regulatory oversight over activities that may lead to environmental degradation. The principles of environmental justice necessitate that no developmental project be allowed to proceed at the cost of irreversible ecological harm, particularly when viable, less-destructive alternatives exist. In this regard, **the Hon'ble Supreme Court, in *M.C. Mehta v. Union of India* [(1987) 1 SCC 395]**, has emphasized that environmental protection must take precedence over economic considerations in matters of large-scale ecological damage.
6. Given the foregoing, it is imperative that the Hon'ble Tribunal adopts a strict scrutiny approach in evaluating the environmental, legal, and economic ramifications of large-scale deforestation, ensuring that the rights of present and future generations to a sustainable and ecologically balanced environment are not compromised. The doctrine of public trust, as affirmed in *M.C. Mehta v. Kamal Nath* [(1997) 1 SCC 388], places a fiduciary duty upon the State to act as a trustee of natural resources, including forests and tree cover, thereby



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prohibiting their arbitrary destruction for short-term economic gains. Therefore, it is respectfully submitted that the Hon'ble Tribunal must prioritize environmental conservation in accordance with constitutional and statutory mandates, as well as the principles of sustainable development and ecological preservation.

7. The regulation of tree felling and environmental protection in India is governed by an extensive legal framework comprising constitutional mandates, statutory provisions, and judicial pronouncements that collectively ensure the conservation of forests, tree cover, and biodiversity. These laws and regulations underscore the imperative of ecological preservation, impose restrictions on deforestation, and prescribe procedural safeguards to mitigate environmental damage. The following enactments form the cornerstone of environmental governance in India.

8. **The Environment (Protection) Act, 1986:-** Enacted under Article 253 of the Constitution of India, the Environment (Protection) Act, 1986 ("EPA, 1986") serves as an umbrella legislation, empowering the Central Government to take all necessary measures for environmental protection. The Act confers extensive powers upon the Government to regulate activities that may cause environmental degradation, including large-scale deforestation.

- Section 3(1) authorizes the Central Government to take necessary measures for the protection and improvement of the environment, including the imposition of restrictions on activities that are likely to cause environmental harm.
- Section 3(2)(v) empowers the Government to lay down procedures and safeguards for the handling of hazardous substances that may impact environmental stability, which extends to deforestation and loss of green cover.
- Section 5 authorizes the issuance of directions, including prohibition, regulation, and restriction on industries, operations, or processes that may have an adverse environmental impact, which encompasses indiscriminate tree felling.
- Section 7 prohibits individuals and entities from carrying out any activity that violates environmental norms prescribed under the Act.
- Environment Impact Assessment (EIA) Notification, 2006, issued under the EPA, 1986, mandates prior environmental clearance for projects involving tree felling, ensuring that alternatives are considered before permitting any destruction of green cover. The requirement of Environmental Impact Assessments (EIA) ensures that large-scale tree removal is scrutinized and justified through scientific analysis before approval is granted.
- The Hon'ble Supreme Court in *M.C. Mehta v. Union of India* [(1987) 1 SCC 395] held that environmental protection must take



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precedence over economic considerations where large-scale ecological damage is likely to result. This principle applies to deforestation, making prior environmental clearance under the EPA, 1986, an indispensable requirement.

9. **The Forest (Conservation) Act, 1980:-** The Forest (Conservation) Act, 1980 was enacted with the objective of preventing indiscriminate deforestation and ensuring that forests are not diverted for non-forest purposes without stringent regulatory oversight. The Act imposes legal obligations on State Governments and private entities to obtain prior approval from the Central Government before utilizing forest land for non-forest purposes.

- Section 2 of the Act explicitly states that no State Government or authority shall make any order directing the use of forest land for non-forest purposes without prior approval from the Central Government. The provision ensures that alternatives are explored before granting permissions for tree felling.
- In *T.N. Godavarman Thirumulpad v. Union of India* [(1997) 2 SCC 267], the Hon'ble Supreme Court expanded the definition of "forest" to include all areas bearing forest characteristics, regardless of ownership or classification. This judgment established that all tree-covered lands, whether designated as reserved forests or not, fall within the purview of the Act and require government approval before tree felling can be undertaken.
- The Act also mandates that compensatory afforestation be carried out wherever forest land is diverted, although courts have consistently held that newly planted saplings cannot substitute the ecological services provided by mature trees.
- The Hon'ble Supreme Court, in *Centre for Environmental Law v. Union of India* [(2013) 8 SCC 234], ruled that forest conservation must align with the principles of sustainable development and that any diversion of forest land must be subjected to a stringent cost-benefit analysis.

10. **The Biological Diversity Act, 2002:-** The Biological Diversity Act, 2002, enacted in compliance with India's obligations under the United Nations Convention on Biological Diversity (CBD), 1992, aims to protect and conserve biodiversity, including tree cover. It explicitly prohibits activities that threaten ecological stability.

- Section 3 restricts the transfer of biological resources, including trees, to foreign entities without prior approval from the National Biodiversity Authority (NBA).
- Section 36 mandates that the Central Government shall develop strategies for the conservation of biodiversity, including protecting tree



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cover and preventing the indiscriminate felling of ecologically significant trees.

- In *M.K. Ranjitsinh v. Union of India* [(2018) 15 SCC 532], the Supreme Court upheld the principles of biodiversity conservation, ruling that any act that results in the destruction of biodiversity-rich habitats must be strictly regulated and scrutinized under this Act.

**11. State and Municipal Tree Protection Laws:-** Several states have enacted laws to regulate tree felling and ensure the protection of urban and rural green cover. Notably, the Maharashtra (Urban Areas) Protection and Preservation of Trees Act, 1975, imposes strict regulatory controls over tree felling within municipal limits.

- Section 8 of the Maharashtra Act mandates that prior approval from the Tree Authority is required before felling any tree in an urban area.
- Section 21 imposes penalties for unauthorized felling, making individuals and corporate entities liable for violations.
- The **National Green Tribunal (NGT)**, in *Almitra H. Patel v. Union of India* [(2018) SCC OnLine NGT 2996], directed State Governments and Municipal Corporations to strictly enforce state tree protection laws, emphasizing that municipal authorities must ensure compliance with statutory provisions before granting permissions for tree removal.
- Other states, including Delhi, Karnataka, Tamil Nadu, and West Bengal, have enacted similar legislations to protect trees from indiscriminate destruction. The Hon'ble NGT has consistently held that non-compliance with these laws constitutes a violation of the fundamental right to a clean and healthy environment under Article 21 of the Constitution.

**12. Judicial Precedents and the Role of the National Green Tribunal:-** The Hon'ble Supreme Court of India and the National Green Tribunal (NGT) have repeatedly reinforced the necessity of strict enforcement of environmental laws to prevent deforestation and ecological damage.

- In *M.C. Mehta v. Kamal Nath* [(1997) 1 SCC 388], the Supreme Court reaffirmed the doctrine of public trust, holding that the State has a fiduciary duty to protect natural resources, including forests and tree cover, from arbitrary destruction.
- In *Vellore Citizens' Welfare Forum v. Union of India* [(1996) 5 SCC 647], the Court recognized the precautionary principle and polluter-pays principle as part of Indian environmental jurisprudence, stating that any developmental activity leading to environmental harm must be subject to stringent scrutiny and remedial measures.



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13. The statutory and judicial framework governing tree conservation in India unequivocally mandates that environmental protection must be prioritized over short-term economic benefits. Given the indispensable ecological role played by trees, the precautionary principle and the principle of intergenerational equity, as recognized in *T.N. Godavarman Thirumulpad v. Union of India*, must be rigorously enforced. The Hon'ble Tribunal is, therefore, respectfully urged to ensure strict compliance with the above legal provisions and to safeguard India's green cover in accordance with constitutional, statutory, and judicial mandates.

14. **Scientific and Economic Significance of Trees in Climate Mitigation, Air Quality Improvement, and Ecological Stability:-** The ecological, scientific, and economic benefits of trees are well-documented and form the basis for stringent regulatory protection under Indian and international environmental laws. The role of trees extends beyond mere carbon sequestration, encompassing temperature regulation, air purification, water conservation, and soil stabilization. Empirical data and authoritative studies confirm that deforestation, particularly of mature trees, results in severe environmental degradation, increased carbon emissions, and irreversible ecological losses. The following sections provide a detailed analysis of the critical functions performed by trees and their indispensability in ensuring climate resilience and environmental sustainability.

15. **Carbon Sequestration and Climate Change Mitigation:-** Trees serve as natural carbon sinks, absorbing atmospheric carbon dioxide (CO<sub>2</sub>) and mitigating the adverse effects of climate change and global warming. Scientific studies confirm that a single mature tree absorbs approximately 22 kilograms of CO<sub>2</sub> annually, significantly reducing greenhouse gas concentrations in the atmosphere.

- A peer-reviewed study on carbon accumulation (submitted as Annexure A-24) establishes that older and larger trees sequester disproportionately higher amounts of carbon than younger ones. This finding underscores the necessity of preserving mature trees rather than relying on compensatory afforestation.
- The United States Department of Agriculture (USDA) Forest Service has quantified the economic value of carbon sequestration by trees, estimating that a single mature tree provides carbon sequestration benefits valued at ₹5,000–₹10,000 per year.
- The destruction of mature trees not only results in immediate carbon release into the atmosphere but also negates decades of accumulated carbon sequestration benefits, exacerbating climate change-induced risks such as extreme weather events, rising temperatures, and erratic rainfall patterns.

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- In *T.N. Godavarman Thirumulpad v. Union of India* [(1997) 2 SCC 267], the Hon'ble Supreme Court emphasized the precautionary principle, highlighting that deforestation should be strictly regulated to prevent long-term environmental damage.
- Thus, any proposed removal of mature trees must be subjected to rigorous environmental cost-benefit analysis, ensuring compliance with national and international climate change commitments under the Paris Agreement (2015) and India's National Action Plan on Climate Change (NAPCC).

**16. Urban Heat Island Regulation and Temperature Control:-** Scientific research, including studies conducted by the Central Pollution Control Board (CPCB), confirms that tree canopies play a pivotal role in regulating urban microclimates by mitigating the Urban Heat Island (UHI) effect.

- Empirical data establishes that tree cover reduces ambient temperatures by 1.5°C–5.85°C, depending on the density and species of trees.
- This natural cooling mechanism is essential in urban areas, where concrete and asphalt surfaces absorb and retain heat, leading to higher temperatures and increased energy consumption for air conditioning.
- The **National Green Tribunal (NGT)**, in *Almitra H. Patel v. Union of India* [(2018) SCC OnLine NGT 2996], reiterated that tree protection policies must prioritize urban climate resilience by strictly regulating deforestation in metropolitan regions.
- The environmental costs of tree removal must be accounted for in any proposed project, as tree canopies act as natural air conditioners, reducing dependency on artificial cooling and lowering energy consumption, which is a significant factor in mitigating carbon emissions.

**17. Air Pollution Control and Public Health Benefits:-** Mature trees are essential in reducing airborne pollutants, including particulate matter (PM<sub>2.5</sub> and PM<sub>10</sub>), nitrogen oxides (NO<sub>2</sub>), sulfur dioxide (SO<sub>2</sub>), and carbon monoxide (CO). Trees act as natural air filters, significantly improving air quality and reducing the incidence of respiratory illnesses, cardiovascular diseases, and heat-related ailments.

- A scientific study annexed as Annexure A-26 confirms that trees, particularly species such as Banyan (*Ficus benghalensis*) and Peepal (*Ficus religiosa*), can capture up to 60% of airborne pollutants, playing a crucial role in mitigating the health hazards associated with air pollution.
- The USDA Forest Service estimates that the air purification benefits provided by a single mature tree amount to ₹15,000 per year, underscoring the economic and public health costs of deforestation.



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- The Supreme Court in *M.C. Mehta v. Union of India* [(1987) 1 SCC 395] held that clean air is a fundamental right under Article 21 of the Constitution, and any activity that deteriorates air quality must be subjected to strict judicial and environmental scrutiny.
- Given the alarming rise in air pollution-related health issues, particularly in metropolitan regions, the removal of trees must be considered a direct threat to public health and subject to stringent environmental impact assessments before being permitted.

**18. Water Conservation and Soil Stability:-** Trees perform essential hydrological functions, including groundwater recharge, stormwater retention, and soil erosion prevention. The ecological consequences of large-scale tree felling extend beyond atmospheric impacts and significantly affect water security and agricultural productivity.

- Tree roots enhance water percolation, preventing surface runoff and promoting groundwater recharge, which is critical for sustaining water availability in urban and rural landscapes.
- Canopy cover reduces soil erosion by shielding topsoil from wind and water erosion, thereby preserving soil fertility and ensuring agricultural productivity.
- The USDA Forest Service estimates that a single mature tree provides stormwater retention and soil stabilization benefits valued at ₹12,000 per year.
- A literature review on land acquisition and environmental impact, annexed as Annexure A-27, demonstrates that deforestation accelerates soil degradation, leading to long-term economic losses in agriculture, infrastructure maintenance, and water resource management.
- The Hon'ble Supreme Court, in *Indian Council for Enviro-Legal Action v. Union of India* [(1996) 3 SCC 212], recognized that water conservation is intrinsically linked to afforestation and sustainable land use practices, mandating that tree protection policies must be enforced in a manner that prioritizes long-term ecological balance over short-term developmental gains.
- The environmental costs associated with tree removal must be calculated holistically, factoring in the economic consequences of soil erosion, decreased agricultural yield, groundwater depletion, and increased flood risks.

**19. Inefficacy of Compensatory Afforestation as a Mitigation Measure:-** While compensatory afforestation is often proposed as a remedial measure, empirical data confirms that only 30% of transplanted trees survive, rendering it an inadequate substitute for mature tree conservation.

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- Scientific studies confirm that newly planted saplings take decades to match the ecological contributions of mature trees, and most afforestation programs fail to compensate for biodiversity loss.
- The Supreme Court, in *Lafarge Umiam Mining Pvt. Ltd. v. Union of India* [(2011) 7 SCC 338], held that compensatory afforestation cannot be treated as an alternative to existing natural forests, emphasizing that the destruction of old-growth trees must be avoided wherever possible.
- Given the low survival rates of transplanted trees, it is imperative that existing tree cover be preserved rather than relying on replantation strategies that fail to replicate the full spectrum of ecological benefits provided by mature trees.

20. The Hon'ble Tribunal is respectfully urged to recognize that trees are not merely environmental assets but essential life-support systems that sustain climate stability, air quality, water conservation, and soil integrity. The scientific, legal, and economic evidence overwhelmingly supports the need for stricter enforcement of tree protection laws. In view of the significant and irreplaceable benefits provided by mature trees, no tree felling should be permitted without a rigorous cost-benefit analysis ensuring compliance with constitutional, statutory, and judicial mandates governing environmental protection in India.

21. **Judicial and Scientific Recognition of the Non-Compensable Value of Mature Trees:-** The Hon'ble Courts of India have consistently upheld strict environmental protection by recognizing the irreplaceable value of mature trees. Judicial pronouncements, scientific studies, and economic assessments confirm that trees provide multi-dimensional environmental, economic, and public health benefits that cannot be adequately replaced through compensatory afforestation. The valuation of trees has been increasingly incorporated into judicial decisions, highlighting the ecological, climatic, and social importance of preserving mature trees rather than relying on replantation strategies.

22. **Economic Valuation of Trees: Scientific and Judicial Perspectives:-** Several scientific studies, including research conducted by the United States Department of Agriculture (USDA) Forest Service (submitted as Annexure A-25), have quantified the annual economic value of a single mature tree as follows:

- Carbon sequestration benefits: ₹5,000–₹10,000 per tree per year
- Air purification benefits: ₹15,000 per year
- Stormwater retention and soil stabilization: ₹12,000 per year
- Biodiversity and habitat preservation: Unquantifiable
- These figures, backed by empirical research, underscore the immense financial and ecological contributions of trees, making their

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indiscriminate felling an act of severe environmental and economic loss.

- Further, a Supreme Court-appointed expert committee has developed a valuation model for mature trees, specifically for cases before the National Green Tribunal (NGT). The model considers the age, species, location, and environmental functions of a tree to determine its monetary worth.
- Age-Based Valuation: A tree's monetary value is calculated by multiplying its age by ₹74,500, considering factors such as oxygen production, air purification, and climate regulation.
- Heritage Trees: A mature tree with a lifespan exceeding 100 years can be valued at over ₹1 crore, reinforcing the need for stricter conservation measures.
- NGT Precedent on Compensation: In a landmark case, the NGT imposed a ₹10 crore penalty on a private entity for illegally felling 500 trees on protected Aravali land in Faridabad, setting a compensation rate of ₹2 lakh per tree. (*The Times of India*, Execution Application (07/2024)).
- The Hon'ble Supreme Court and NGT have thus affirmed that trees are natural capital assets and must be valued and protected accordingly.

### 23. Judicial Precedents on Tree Preservation and Environmental Protection:-

Indian courts have repeatedly recognized the non-compensable value of mature trees, imposing strict restrictions on tree felling and reinforcing the precautionary principle in environmental jurisprudence. The following landmark rulings illustrate the judiciary's approach to tree conservation:

- **Amrit Lal v. Union of India [(2001) 1 SCC 341]:-** The Supreme Court mandated the highest level of environmental scrutiny before permitting any tree felling, recognizing that compensatory afforestation is an inadequate remedy.
- **Suo Motu In Re: Smog in Delhi [(2018) 8 SCC 337]:-** The Hon'ble Supreme Court imposed a moratorium on tree felling in Delhi, citing the critical role of trees in controlling air pollution and mitigating climate change.
- **Save Aarey Movement v. MMRCL (2019), Bombay High Court:-** The Bombay High Court recognized Aarey's tree cover as a unique ecosystem, ruling that large-scale deforestation for infrastructure projects cannot be justified without evaluating its long-term ecological consequences.
- **Lafarge Umiam Mining Pvt. Ltd. v. Union of India [(2011) 7 SCC 338]:-** The Supreme Court emphasized that compensatory afforestation cannot replace mature forests, stressing that environmental policies must prioritize conservation over remediation.

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These precedents reinforce the legal and constitutional obligation to prevent indiscriminate tree felling, especially in urban and ecologically sensitive zones. The judiciary has consistently upheld that tree conservation is intrinsically linked to the right to life (Article 21 of the Constitution) and must be protected through stringent regulatory and legal measures.

**24. The Scientific Failure of Compensatory Afforestation as a Mitigation Measure:-** While compensatory afforestation is often cited as a remedial measure, scientific evidence refutes its effectiveness in replacing mature trees.

- A study from the Central Vista Project confirms that only 30% of transplanted trees survive, even when advanced transplantation techniques are used.
- Saplings require 20–30 years to develop the same ecological functions as a mature tree, making afforestation an inadequate and delayed remedy.
- Research annexed as Annexure A-26 highlights that even in controlled environments, survival rates of replanted trees remain low, and they fail to provide equivalent carbon sequestration, air purification, or soil stabilization benefits

**25. These findings align with international environmental standards, which advocate for mature tree preservation over deforestation and replantation.**

- The Paris Agreement (2015) and India's National Action Plan on Climate Change (NAPCC) prioritize tree conservation as a primary strategy for carbon neutrality, rather than reliance on afforestation offsets.
- The United Nations' Intergovernmental Panel on Climate Change (IPCC) recognizes that deforestation accelerates climate change, and efforts should focus on avoiding unnecessary tree felling rather than post-facto replantation efforts.

Given the scientific failure of compensatory afforestation, any proposal to replace mature trees with saplings must be subject to rigorous scrutiny and independent expert evaluation.

**26. Judicially Recognized Principles for Tree Valuation in Environmental Disputes:-** The National Green Tribunal (NGT) and the Hon'ble Supreme Court have set specific guidelines for valuing trees, ensuring that their full environmental impact is accounted for in legal proceedings.

- Tree valuation must consider age, species, and location.
- Heritage trees are valued at over ₹1 crore based on their lifespan and ecological benefits.

- Compensation for illegal tree felling is fixed at ₹2 lakh per tree, as per NGT orders in the Aravali case.

This judicial approach reinforces the principle that trees are not mere commodities but ecological assets that must be protected under constitutional and environmental law frameworks.



27. The Hon'ble Tribunal is respectfully urged to recognize that mature trees provide indispensable ecological, economic, and social benefits that cannot be replaced through compensatory afforestation. Given the scientific evidence, economic valuation, and judicial precedents, it is imperative that:

- a. Tree removal should be permitted only in exceptional cases, subject to stringent environmental scrutiny.
- b. Judicially recognized tree valuation models must be applied in determining compensation for tree felling.
- c. The precautionary principle must guide all tree conservation policies, ensuring compliance with constitutional and statutory environmental obligations.

Any action that undermines tree conservation must be subjected to the highest level of judicial and regulatory oversight, given its far-reaching environmental and public health consequences.

28. The Applicant, with a deep sense of urgency and unwavering commitment to environmental protection, submits that the Concessionaire, Maharashtra Border Check Post Network Limited (MBCPNL), has egregiously failed to uphold its solemn and legally binding obligations concerning afforestation at the Insuli Border Check Post (BCP), Banda, Sawantwadi, Sindhudurg. This area, being a designated elephant corridor and Ecologically Sensitive Zone (ESZ), mandated strict compliance with afforestation norms and sustained environmental conservation efforts. However, despite having undertaken a categorical and explicit obligation to plant and maintain trees within the project premises for the entirety of the Concessionaire period, MBCPNL, in an act of gross neglect and willful dereliction of duty, has completely abandoned its afforestation responsibilities immediately after securing the Commercial Operation Date (COD).

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29. This egregious act of non-compliance not only constitutes a breach of contractual commitments but also represents a flagrant violation of binding environmental laws, including but not limited to the Environment Protection Act, 1986, the Forest Conservation Act, 1980, and various judicial pronouncements mandating robust environmental preservation measures. The deliberate and systematic failure of MBCPNL to uphold its legal responsibilities has resulted in large-scale

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ecological destruction, irreversible damage to biodiversity, and a grave threat to the delicate environmental equilibrium of the region.

30. The Applicant submits that irrefutable documentary evidence, including work orders, official correspondence, and environmental impact reports, unequivocally establishes that MBCPNL and Sadbhav Engineering Ltd (SEL) had, from the very inception, undertaken an unambiguous obligation to maintain the plantation at Insuli Border Check Post (BCP) through the engagement of local personnel. However, upon achieving the Commercial Operation Date (COD), MBCPNL, in collusion with its executive authority, the Maharashtra State Road Development Corporation (MSRDC), deliberately manufactured disputes with its subcontractor by intentionally not paying the obligation under the decree as a calculated pretext to abdicate its environmental responsibilities. This orchestrated evasion of afforestation obligations has directly resulted in the destruction of approximately 7,000 trees, causing severe ecological degradation and irreversibly harming the fragile ecosystem of the region. Documentary evidence conclusively establishes that the subcontractor was engaged only until the achievement of COD, after which the exclusive responsibility for plantation maintenance vested in the Concessionaire, MBCPNL. However, in a deliberate and mala fide scheme, MBCPNL, in collusion with the implementing agencies and the Independent Consultant (IC), fabricated disputes to create a smokescreen of sub judice proceedings—ensuring that no entity could be held accountable for the blatant non-compliance with afforestation obligations. Such a contrived legal maneuver is a brazen abuse of judicial process, designed to subvert accountability and defeat the very objectives of environmental protection laws. The Hon'ble Tribunal's intervention is thus imperative to rectify this gross miscarriage of justice and to prevent further subversion of legal and environmental mandates.

31. The Applicant submits that the brazen abdication of responsibility by MBCPNL and MSRDC is not merely an instance of negligence but a calculated and deliberate act of deception aimed at circumventing legally mandated environmental safeguards. The contractual obligations for afforestation, which were an intrinsic component of the Concessionaire Agreement, imposed an enduring duty on MBCPNL to ensure the sustainability of planted trees. However, instead of fulfilling this fundamental duty, MBCPNL has attempted to obfuscate and mislead this Hon'ble Tribunal by shifting the blame onto its subcontractor, despite clear and unambiguous documentary evidence proving that the subcontractor's obligations had ceased upon achieving COD.

32. It is pertinent to highlight that the failure to maintain these plantations is not a minor contractual lapse but a serious environmental offense with far-reaching consequences. The loss of thousands of trees has not only resulted in severe deforestation but has also caused a drastic decline in biodiversity, disruption of local wildlife habitats, and an alarming increase in soil erosion and land

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degradation in the ecologically sensitive zone. Moreover, the adverse impact on air quality, water retention capacity, and microclimatic conditions further exacerbates the environmental crisis caused by the deliberate non-compliance of MBCPNL and MSRDC.

33. In view of the above, it is imperative that this Hon'ble Tribunal take immediate and stringent action against the Concessionaire and MSRDC to hold them accountable for their willful default. The Applicant submits that an exemplary penalty of **₹2,00,000 per tree** must be imposed for the unauthorized destruction of approximately **7,000 trees**, thereby amounting to an aggregate **environmental liability of ₹140 crores**. Additionally, to ensure accountability for the massive ecological destruction and to deter future violations, an additional **compensatory charge of ₹2,00,000 per sapling** should be levied against MBCPNL and MSRDC for their willful and reckless failure to ensure the survival of saplings planted under the compensatory afforestation scheme.
34. The Applicant further submits that given the established jurisprudence of the Hon'ble Supreme Court, which mandates stringent penalties and strict compliance measures in cases of environmental degradation, this Hon'ble Tribunal must enforce the most severe consequences on the Respondents to prevent further violations and ensure strict adherence to afforestation commitments. It is crucial that this Tribunal take a firm stance to deter future instances of reckless environmental destruction by holding the responsible parties fully accountable for their grossly negligent and deceitful conduct.
35. The present case presents a clear and unequivocal instance of corporate misconduct, wherein MBCPNL/ SEL and MSRDC in collusion with Maharashtra RTO Department, in their relentless pursuit of financial gains, have completely disregarded their statutory obligations, contractual commitments, and fundamental principles of environmental justice. The Applicants, therefore, seek the urgent and decisive intervention of this Hon'ble Tribunal to rectify the blatant injustice meted out to the environment, local communities, and the ecological balance of the region.
36. The Applicant submits that MBCPNL/ SEL, MSRDC and Maharashtra RTO Department, as entities entrusted with public infrastructure projects, have a heightened duty to ensure compliance with all environmental regulations, particularly when operating in an Ecologically Sensitive Zone. Their deliberate and intentional failure to uphold these duties cannot be overlooked, excused, or condoned under any circumstances. Their reckless abandonment of afforestation commitments has not only inflicted irreparable environmental harm but has also set a dangerous precedent for corporate irresponsibility in the execution of public-private partnerships.

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**37. Submission Seeking Production of Royalty Exemption Certificate and Clarifications on Its Selective Application:-** The Applicant respectfully submits that the Applicant have previously placed on record documents substantiating that Maharashtra Border Check Post Network Limited (MBCPNL) has availed an exemption certificate issued by the Government of Maharashtra for royalty exemption in the execution of works across all 23 Border Check Posts (BCPs) in Maharashtra. Additionally, the Applicant has received a communication from MBCPNL, wherein they sought withdrawal of complaints filed by the Applicant and made commitments towards plantation and other related activities in the Insuli BCP. In the said letter, MBCPNL has explicitly stated that the Government of Maharashtra has exempted MBCPNL from royalty payments for all 23 BCPs. Furthermore, the MBCPNL submitted that all necessary environmental clearances, duly considering the Eco-Sensitive Zone (ESZ) of the area, along with requisite approvals from the Maharashtra Pollution Control Board and the Forest Department, shall be obtained without delay for the execution of the said work. The MBCPNL also undertakes to secure all necessary permissions for mineral extraction, as required under applicable laws. Additionally, the MBCPNL committed to ensuring the timely payment of all dues related to Non-Agricultural (NA) land and Gram Panchayat taxes. It is also submitted that the applicable stamp duty, as mandated under the Maharashtra Stamp Act, has been duly paid concerning the agreements executed for the BCP work. In light of the above, the Applicant respectfully prays that this Hon'ble Tribunal may be pleased to direct the concerned parties, including MBCPNL and the relevant government authorities, to produce all necessary documents, including the Royalty Exemption Certificate and related approvals, to ensure transparency and compliance with the applicable legal and environmental framework.

**38.** It is a matter of record that MBCPNL asserts possession of a valid exemption certificate, purportedly relieving them from royalty payments for all 23 BCPs. In view thereof, the Applicant urgently seeks a direction from this Hon'ble Tribunal to MSRDC and MBCPNL/SEL to produce the said exemption certificate on record based on which MBCPNL/SEL has refrained from making any royalty payments across the other 22 BCPs., permission from the related departments related to environmental clearance, NA land, Gram Panchayat taxes, Stamp duty paid for the related agreements and clearance from the Maharashtra Pollution board. The failure to produce all such a certificate/ documents would cast serious doubts on the legality of their claims and the alleged exemption from statutory obligations.

**39.** Furthermore, assuming such an exemption certificate exists, it is imperative to ascertain why MBCPNL has paid royalty for the Insuli BCP while claiming exemption for the remaining 22 BCPs. The Applicant further highlights that during the adjudication of the penalty amounting to ₹349 crores, MBCPNL never

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disclosed the existence of any such exemption certificate, raising serious concerns of deliberate suppression of material facts. This selective and inconsistent approach raises substantial legal and financial irregularities that warrant immediate scrutiny.

40. In light of the foregoing, the Applicant strongly urges this Hon'ble Tribunal to direct MSRDC and MBCPNL to clarify the legal standing and applicability of the purported exemption certificate and to establish transparency regarding its alleged non-payment of statutory royalty obligations. The Tribunal may also take necessary steps to investigate whether MBCPNL's actions amount to misrepresentation or selective application of statutory exemptions, thereby compromising the integrity of the regulatory framework governing BCP operations in Maharashtra.
41. The present application is filed by me, who works as an active environmental activist and legal advisor, highlighting the unlawful and arbitrary actions of the Maharashtra Regional Transport Office (RTO), which appear to be in collusion with Maharashtra Border Check Post Network Ltd. (MBCPNL). The Applicant submits that the recently, the Maharashtra RTO department has deliberately issued a letter dated 14.02.2025 to various parties with the malafide intent to create unnecessary disputes regarding the legal possession of Insuli BCP land held by Subcontractor of MBCPNL/ SEL namely Suwarna Buildcon Pvt. Ltd. (SBPL). This action comes at a strategically timed moment, immediately preceding a scheduled hearing before this Hon'ble Tribunal, thereby suggesting an attempt to mislead the Hon'ble National Green Tribunal (NGT) and manipulate the judicial process.
42. It is a matter of grave concern that a regulatory body such as the Maharashtra RTO department, which is expected to act in an impartial and lawful manner, is instead engaging in actions that undermine the due process of law and support private interests over public welfare and judicial mandates. The collusive actions of the Maharashtra RTO department and MBCPNL/SEL with MSRDC are clearly aimed at causing obstructions in the legitimate environmental concerns of the Applicant, who has been diligently adhering to its environmental and legal obligations.
43. **Demonstration of Malafide Intent and Collusion between Maharashtra RTO department, MSRDC and MBCPNL/SEL:** The issuance of the impugned letter by the RTO, coinciding with the date of the NGT hearing, is indicative of a calculated and coordinated effort to create confusion and divert attention from the core environmental issues raised before this Hon'ble Tribunal. The RTO, despite being aware of judicial mandates affirming SBPL possession of the subjected Insuli BCP land, has willfully chosen to ignore such directives and instead attempted to question a settled matter. The Maharashtra RTO department has

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remained conspicuously silent on MBCPNL/SEL long-standing financial liabilities towards SBPL, even though multiple representations have been made by SBPL requesting intervention on this front. This selective approach in addressing concerns further reinforces the suspicion of collusion between the two entities.



**44. Financial Irregularities and Failure of the Maharashtra RTO department and MSRDC to Act on MBCPNL/SEL Liabilities:** The Maharashtra RTO department has consistently failed to take any action regarding MBCPNL/SEL non-payment of maintenance dues, despite repeated complaints and representations made by SBPL over the past three years. MBCPNL/SEL failure to release funds owed to SBPL has led to maintenance of plantation related financial challenges, yet the Maharashtra RTO department has chosen to remain a silent spectator instead of enforcing contractual and legal compliance. The bias in the Maharashtra RTO department approach, wherein it selectively targets SBPL while absolving MBCPNL/ SEL of its obligations, further affirms the existence of an unlawful nexus between the two entities.

**45. Environmental Compliance by SBPL and the Maharashtra RTO department Attempt to Mislead the Tribunal:** The Applicant is fully aware that SBPL has been in full compliance with all environmental regulations and directives issued by the NGT and expert environmental bodies such as Dapoli University. In NGT Case No. 28/2014, it was explicitly recognized that all border check posts must maintain proper green cover, tree plantations, and ecological safeguards. Despite severe financial constraints, SBPL has undertaken significant initiatives to ensure compliance in the Insuli BCP, while other similarly situated other 22 BCP all over Maharashtra have failed to do so. The Maharashtra RTO department sudden questioning of SBPL's environmental obligations is not only baseless but also a clear attempt to deflect attention from the continued environmental violations by MBCPNL/ SEL, which remain unaddressed.

**46. Legal Submissions On Behalf Of Applicant In Response To Maharashtra RTO department Communication Dated 14.02.2025:** The Applicant strongly objects to the communication issued by the Maharashtra Regional Transport Office (RTO) dated 14.02.2025, which appears to be a deliberate attempt to interfere with SBPL legally established possession over the Insuli Border Check Post site. This communication is not only legally unsustainable but also reflects an attempt to assist Maharashtra State Road Development Corporation (MSRDC), Maharashtra Border Check Post Network Limited (MBCPNL), and Sadbhav Engineering Limited (SEL) in evading their binding financial and legal obligations towards the subcontractor SBPL. It is pertinent to highlight that SBPL possession over the site is protected by a legally binding decree issued by the Hon'ble Pune and Hon'ble Sawantwadi Courts, which was obtained through mediation and final settlement. Any attempt to create an artificial dispute over possession, without addressing the

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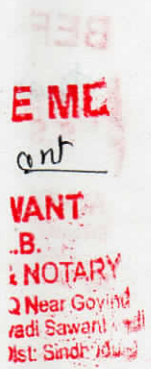
real issue of unpaid obligations by MSRDC, MBCPNL, and SEL, amounts to an abuse of administrative authority and a direct contempt of court. The Hon'ble Supreme Court held that a decree obtained through mediation is final and binding, and any interference without due process constitutes a violation of judicial mandates. In light of this precedent, the Maharashtra RTO department communication is wholly without jurisdiction and must be withdrawn immediately.



47. The Applicant seeks to bring to the Hon'ble Tribunal's attention a critical and indisputable aspect concerning the Insuli Border Check Post (BCP) site. The Applicant unequivocally asserts that the possession of the Insuli BCP land site by SBPL, a subcontractor of MBCPNL/SEL, is legally protected under a binding court decree. The mediation decree, which serves as the foundation of this infrastructure project, explicitly prohibits any third-party interference, including that of the Maharashtra RTO department, until the formal handover of the BCP site is completed in accordance with the decreed financial obligations. This legal position is further fortified by the ruling of the Hon'ble Supreme Court in *Union of India v. Tania Construction Pvt. Ltd.*, (2011) 5 SCC 697, wherein it was categorically held that contractual obligations arising from a decree or a Build-Operate-Transfer (BOT) agreement cannot be unilaterally altered by any government department in the absence of express legal authority. Additionally, Section 47 of the Code of Civil Procedure, 1908, strictly prohibits interference in the execution of a decree, while Section 144 mandates restitution in cases of wrongful interference. The Maharashtra RTO department's letter, which seeks to challenge the legally recognized possession of SBPL, constitutes an unlawful act that warrants immediate judicial intervention. The Applicant deems it imperative to bring this issue to the Hon'ble Tribunal's notice, as any direction issued regarding plantation at the site will either remain unimplemented due to MSRDC's collusive actions with MBCPNL/SEL—on the pretext that the land is in possession of SBPL—or will be misused by these entities to unlawfully dispossess SBPL by leveraging the Tribunal's order before other judicial forums. It is, therefore, the Applicant's duty to present an accurate and unambiguous account of the prevailing factual and legal position at the site, devoid of any personal interest. This submission is made in light of the established pattern of collusion between MSRDC, the Maharashtra RTO department, and MBCPNL/SEL, who have previously engaged in deliberate misrepresentation and defamatory tactics against the Applicant to secure a favorable outcome through misguidance of the Hon'ble Tribunal.



48. The issuance of this communication by the Maharashtra RTO department also reflects a prejudiced and selective approach aimed at shielding MSRDC, MBCPNL, and SEL from their binding obligations. As per the court-mediated settlement, which is duly incorporated in the decree, MBCPNL and SEL are required to pay ₹1,00,000 per month to SBPL for the maintenance of the



plantation, commencing after the Commercial Operation Date (COD) and continuing until full and final settlement of financial obligations. Despite repeated requests by SBPL, these entities have willfully defaulted on their payments for over two years. Instead of taking appropriate legal steps to enforce compliance with these payment obligations, the Maharashtra RTO department has attempted to shift the burden onto SBPL, in direct violation of the principle laid down by the Hon'ble Supreme Court in *Bar Council of India v. A.K. Balaji*, (2018) 5 SCC 379, which held that administrative authorities must act in a fair, transparent, and unbiased manner. The continued silence of the Maharashtra RTO department on the non-payment issue, combined with its sudden attempt to interfere with SBPL possession, raises grave suspicions of collusion between Maharashtra RTO department officials and the defaulting entities, thereby warranting an independent inquiry by the appropriate authorities.



**49. Judicial Recognition of SBPL Legal Possession and Maharashtra RTO department Unauthorized Interference:-** The Applicant respectfully submits that the Hon'ble Pune Commercial Court and the Hon'ble Sawantwadi Court, in their decree orders, have explicitly recognized SBPL's legal and legitimate possession of the subject land, with categorical instructions restraining any third-party interference. As per Section 47 of the Code of Civil Procedure, 1908, the possession of a decree holder is sacrosanct and cannot be unlawfully disturbed by any third party, including government authorities such as the Maharashtra RTO department. The Applicant is fully aware that SBPL is the sole entity that has undertaken all necessary actions related to plantation activities. SBPL has not only initiated and executed the plantation work but has also borne all related expenses, including various payment of ₹25,000 to the team from Dapoli University for site visits. Furthermore, SBPL arranged and covered the costs of transportation and accommodation for the Dapoli University team. Despite these efforts and payments made by SBPL, it has come to the Applicant's attention that MSRDC has falsely claimed, under affidavit, to have made these payments. It is further submitted that, to date, all plantation activities have been carried out solely by SBPL, whereas MBCPNL/SEL has failed to contribute any amount towards the maintenance of the plantation. At the same time the applicant wants to bring to the knowledge of the Hon'ble Tribunal that MBCPNL/SEL have not paid any amounts for the till date plantation by the SBPL. As per the mediation court decree, MBCPNL/SEL is obligated to take over the maintenance after the COD by paying the decreed amount to SBPL. In the event of failure, the agreed maintenance monthly charges of ₹1.00 lakh per month shall be payable until the official handover of possession by SBPL to MBCPNL/SEL is completed. Despite this binding agreement, MBCPNL/SEL has neglected its responsibilities, and now, the Maharashtra RTO department through irrelevant and misleading communications is attempting to falsely portray that SBPL is not maintaining the plantation while remaining silent on the outstanding maintenance charges. This selective and misleading stance demonstrates clear collusion and lack of

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impartiality, aimed at prejudicing SBPL's rightful claims and possession of the Insuli BCP site. The sudden and arbitrary questioning of SBPL's possession by the Maharashtra RTO department is not only unlawful but also amounts to a direct violation of binding judicial pronouncements. Such actions appear to be a deliberate attempt to mislead this Hon'ble Tribunal and create a wrongful advantage for MBCPNL/SEL, enabling them to unlawfully seize possession of the subject land. **This orchestrated effort to misuse the platform of this Hon'ble Tribunal to secure favorable orders, only to be used in other judicial forums to wrongfully dispossess SBPL, must not be permitted.** In light of the above, the Applicant prays that this Hon'ble Tribunal take serious cognizance of these mala fide actions and direct the concerned authorities to refrain from any further unlawful interference in SBPL's legally recognized possession of the subject land.



50. The Applicant has remained steadfast in its commitment to environmental conservation and affirms that the SBPL has undertaken plantation maintenance activities in accordance with the directives issued under National Green Tribunal (NGT) Case No. 28/2014, which mandates preservation of plantations at Border Check Posts. The official report prepared by Dapoli University categorically confirms that SBPL has complied with all environmental mandates, ensuring regular irrigation and maintenance of the plantation despite financial constraints caused by the non-payment from MBCPNL and SEL. It is, therefore, wholly unjustified and legally unsound for the Maharashtra RTO department to claim non-compliance on SBPL part when the real defaulters, MBCPNL and SEL, have blatantly failed to maintain plantations at the remaining 23 Border Check Posts in Maharashtra. The Hon'ble Bombay High Court in *Bombay Environmental Action Group v. State of Maharashtra*, (2013) 4 Mah LJ 255, held that selective and arbitrary enforcement of environmental compliance measures constitutes a violation of Article 14 of the Constitution. Applying this principle, the Maharashtra RTO department undue focus on SBPL, while ignoring the widespread non-compliance by MBCPNL and SEL at other sites, is not only discriminatory but also amounts to an abuse of power that is liable to be struck down.

51. The records maintained by this Applicant, including the official Panchnamas in the year 2019 and 2022, confirm that over 80,000 trees have been planted at the Insuli Border Check Post site as per work orders issued by MBCPNL and SEL to SBPL. These plantation activities were carried out under the supervision of Dapoli University and were regularly inspected by officials from MSRDC, the Forest Department, and the Maharashtra RTO department itself. In view of this, the claim that the plantation has not been maintained is patently false and misleading. The Supreme Court in *M.C. Mehta v. Union of India*, (1987) 1 SCC 395, emphasized that environmental obligations must be upheld in a manner that is both factual and legally sustainable. The Maharashtra RTO department attempt

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to misrepresent facts and create an artificial dispute, despite clear documentary evidence, is indicative of mala fide intent and requires immediate judicial scrutiny.



52. The Applicant has always acted in accordance with legal and administrative directives and remains open to constructive discussions with the authorities. However, it is imperative to recognize that without the release of the due payments from MBCPNL and SEL to SBPL, the continued execution of plantation maintenance is financially unviable. Expecting SBPL to fulfill obligations in the absence of payments is not only unjust but also contrary to the contractual framework that governs the project. The Hon'ble Delhi High Court in *B.L. Kashyap and Sons Ltd. v. DDA*, (2011) 179 DLT 363, held that contractual obligations must be fulfilled in entirety, and any failure to release payments amounts to a breach that entitles the aggrieved party to legal redress. The failure of MBCPNL and SEL to honor their commitments, combined with the Maharashtra RTO department arbitrary actions, creates a legally untenable situation that must be rectified immediately.

53. **Submission By The Applicant:-** The Applicant submits that the tree plantation at the Insuli Border Check Post has been duly acknowledged and verified by the Dapoli University, as evidenced in **Letter Ref: जा. क. उविभविदा/चेकपोस्ट/1842/2022**. The University's report explicitly states: *"It was observed that despite the challenges posed during the COVID-19 period, proper care had been taken of all the plants on the check post premises. The plants had been maintained well through drip irrigation, timely fertilizer management, weeding, and nurturing. This ensured that the planted trees were in excellent condition."* Furthermore, an inspection conducted on 31/05/2022 confirmed that the plantation remains in a **healthy state**, with a **physical count of surviving trees documented by the Forest Department, Sawantwadi, on 13/07/2022**. The report further emphasizes: *"Over 45,000 plants, including various tree species, shrubs, and ornamental plants, have been planted. Additionally, around 35,000 clumps of vetiver and lemongrass were planted on steep slopes to aid soil conservation. This plantation has significantly helped in preventing soil erosion, enhancing soil fertility, and promoting the growth of other spontaneous vegetation around the site."* The Applicant was **personally present on the counting of the plants** and is a direct witness to the **successful implementation and ongoing maintenance** of the plantation. The situation was prevailing even after many months after the COD. If MBCPNL and SEL had **fulfilled their financial and contractual obligations** by paying maintenance charges to the subcontractor in accordance with the **Mediation Decree** or even in compliance with the **Hon'ble NGT's directives**, the present execution application **would not have been necessary**. However, it is evident that **MBCPNL/SEL in collusion with MSRDC and IC Brig Kapil has willfully disregarded their obligations, believing them to be beyond legal scrutiny due**

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to their corporate affiliations. The name Adani is attached to the MBCPNL and by taking disadvantage of the same and with a feeling that all system is in their pocket, they are not ready to comply even with judiciary orders. Their **defiance of environmental mandates** and judicial orders must not be condoned. The Applicant, therefore, prays that this **Hon'ble National Green Tribunal (NGT)** take **stringent action** to uphold environmental justice and ensure **full enforcement** of its directives, thereby setting a precedent that **no corporate entity is above the rule of law when it comes to environmental protection.**



**54. PRAYER:-** In view of the incontrovertible evidence of willful non-compliance, environmental destruction, and deliberate misrepresentation by the Respondents, the Applicant respectfully prays that this Hon'ble Tribunal be pleased to:

- a) **Impose Stringent Monetary Penalties:** Direct the Respondents, MBCPNL and MSRDC, to jointly and severally pay a penalty of ₹140 crores for large-scale environmental degradation, destruction of trees, and failure to adhere to statutory obligations, to be utilized exclusively for ecological restoration and compensatory afforestation.
- b) **Mandate Comprehensive Reforestation Measures:** Issue appropriate injunctive directions to the Respondents to undertake immediate large-scale afforestation and reforestation programs in all the border check post work all over Maharashtra under the strict supervision of an independent court-appointed environmental expert, with periodic compliance reports submitted before this Hon'ble Tribunal.
- c) **Initiate Perjury Proceedings:** Direct initiation of perjury proceedings against MSRDC for knowingly filing false and misleading affidavits before this Hon'ble Tribunal, with the intent to suppress material facts and evade liability for non-compliance with environmental and statutory mandates.
- d) **Ensure Continuous Judicial Oversight:** Establish an independent judicial monitoring mechanism over all afforestation and environmental restoration activities in all the border check post work all over Maharashtra undertaken by MBCPNL and MSRDC for the remainder of the Concessionaire period, with mandatory quarterly reports submitted before this Hon'ble Tribunal.
- e) **Enforce Individual Accountability:** Issue show-cause notices to the key officials responsible for afforestation and environmental compliance, requiring them to provide explanations for their inaction and justifications as to why departmental and penal action should not be initiated against them.

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f) **Restrain Unlawful Administrative Interference:** Direct the Regional Transport Office (RTO) to immediately withdraw the impugned communication issued in contravention of judicial proceedings and restrain it from taking any further coercive action that interferes with the adjudication of the present matter before this Hon'ble Tribunal.

g) **Seek Justification from the RTO for Regulatory Lapses:** Direct the Maharashtra RTO department to furnish a detailed affidavit explaining its inaction against MBCPNL's blatant financial and environmental violations, failing which appropriate legal consequences be imposed against the erring officials.

h) **Compel Production of Exemption Certificate:** Direct MSRDC and MBCPNL to produce the purported exemption certificate, if any, on record before this Hon'ble Tribunal, failing which adverse inference be drawn against them for deliberate suppression of material documents.

i) **Clarify Legal Validity of Exemptions and Non-Payment of Statutory Dues:** Direct MSRDC and MBCPNL to unequivocally establish the legal basis and applicability of the alleged exemption certificate concerning statutory royalty payments. Further, direct an independent inquiry into whether MBCPNL's conduct amounts to misrepresentation, fraud, or selective application of regulatory exemptions, thereby violating the statutory framework governing 24 Border Check Post (BCP) operations in Maharashtra.

j) **Investigate Institutional Collusion:** Constitute an independent inquiry to examine the nexus between the Maharashtra RTO department, MSRDC and MBCPNL in facilitating regulatory violations, financial misappropriation, and environmental degradation, and initiate appropriate criminal and administrative action against officials found complicit.

k) **Safeguard the Legal Possession and Rights:** Issue necessary directives ensuring that no third party, including the Maharashtra RTO department, interferes with the lawful possession, environmental commitments, and operational activities concerning the Insuli Border Check Post.

l) **Furnish a detailed report documenting** the current afforestation status across all 23 Border Check Posts in Maharashtra, ensuring accountability for environmental violations committed by MBCPNL and SEL.

55. The Applicant submits that failure to grant the aforementioned reliefs would amount to a grave miscarriage of justice and an implicit endorsement of corporate and institutional misconduct at the expense of environmental sustainability and



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regulatory integrity. It is, therefore, imperative for this Hon'ble Tribunal to exercise its judicial authority to the fullest extent to:-

- (i) Uphold the rule of law,
- (ii) Prevent the erosion of environmental governance, and
- (iii) Reinforce the fundamental legal principle that corporate entities entrusted with public infrastructure projects must be held to the highest standards of accountability, transparency, and environmental stewardship.



I, Mr. Saiprasad Mangesh Kalyankar, Chartered Accountant, Age 61 years, Indian Inhabitant and active environmentalist residing at House No.1442B at village Banda, Taluka Sawantwadi, District Sindhudurg, State Maharashtra, Pin 416511 state on the solemn affirmation that all information provided in above reply is true and correct to the best of my knowledge and belief. I am signing this affidavit today on 22/02/2025 at Pune/ Sawantwadi.

Date: 22/02/2025

Place: Pune/ Sawantwadi,

  
 Applicant  
 CA Saiprasad Mangesh Kalyankar

**VERIFICATION**

I, Mr. Saiprasad Mangesh APPLICANT, Chartered Accountant, Age 61 years, Indian Inhabitant and active environmentalist residing at House No.1442B at village Banda, Taluka Sawantwadi, District Sindhudurg, State Maharashtra, Pin 416511 state on the solemn affirmation that all information provided in above reply is true and correct to the best of my knowledge and belief. I am signing this affidavit today on 22/02/2025 at Pune/ Sawantwadi.


Date: 22/02/2025

Place: Pune/ Sawantwadi

Witness & s.d. by

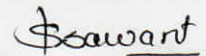


  
 Applicant  
 CA Saiprasad Mangesh Kalyankar

  
 (Ishwari Saiprasad Kalyankar)  
 Banda, 416511  
 Aadhar Card. No  
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This document has been personally presented & signed by Saiprasad mangesh kalyankar R/o Banda, Tal-Sawantwadi who is identified by Ishwari saiprasad kalyankar to whom I personally know No. of pages 24 Notary Regd. No.254 Dated 22/2/2025

**BEFORE ME**



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ADVOCATE & NOTARY

Shivaleela: C-242Q Near Govind Chitra Mandir Bhatwadi Sawantwadi Tel: Sawantwadi, Dist: Sindhudurg

**Maharashtra Border Check Post Network Ltd**Godrej Coliseum, 602, 'C' wing, Behind Everard Nagar,  
Sion (E), Mumbai - 400 022.

T : 022 - 2409 5887, F : 022 2409 6883

CIN: U45201GJ2009PLC056327

Date: 10/12/2017

MBCPNL/BCP/INSULI/17-18/Letter

To,  
Mr. Saiprasad Kalyankar,  
Banda, Sawantwadi,  
Dist: Sindhudurg, Maharashtra.

**Subject:** Commitment to Plantation & Maintenance at Insuli BCP as per NGT Order-  
Ensuring Local Employment & Request for Withdrawal of Complaints.

**Reference:**

- i. Your letter dated 16/06/2017 and 25/09/2017
- ii. MSRDC Letter No. MSRDC/02/BCP/EE-17/2018/7610 dated 13/09/2017.
- iii. Letter No. कृमवि /उविवि /१२०६/२०१७/ dated 21/08/2017 from Chief of Horticulture Department, Dapoli Agricultural University.

Dear Sir,

We acknowledge and take cognizance of the concerns raised regarding the plantation and environmental obligations at Insuli BCP. In adherence to the directives issued by the Hon'ble National Green Tribunal (NGT) and pursuant to the communication received from the Maharashtra State Road Development Corporation (MSRDC) and Dapoli Agricultural University, annexed herewith, we have initiated immediate and substantive measures to ensure the rigorous implementation of the mandated plantation activities. As per our discussion regarding your referenced communication on the Insuli BCP site, and considering the ecological sensitivity of the region along with our statutory and contractual obligations toward environmental sustainability, we hereby extend the following binding commitments:-

1. **Compliance with Maharashtra Government Infrastructure Policy and Environmental Commitments:-** As the concessionaire for the development of 23 Border Check Posts (BCPs) in Maharashtra on a Build-Operate-Transfer (BOT) basis, we have undertaken construction at designated border locations in accordance with the Infrastructure Policy of the Government of Maharashtra. Given that these locations generally have dense tree cover, significant portions of the BCP land were cleared to facilitate construction, which aligns with standard development practices for such projects. As a commercial infrastructure initiative, the primary objective remains the recovery of our investment through operations, with only a small area allocated for landscaping. While tree plantation was not mandated under the prevailing infrastructure policy for any of the 23 BCPs, we acknowledge the environmental concerns raised through your follow-ups, as well as the directives issued by the National Green Tribunal (NGT), and we hereby commit to undertaking tree plantation in accordance with the NGT's directives. We sincerely regret the manner in which the existing plantation and temple at the BCP site were removed and acknowledge that the use of an excavator for clearing the plants was an inconsiderate action that disrupted the ecological balance and the natural habitat of the site. We deeply apologize for this and assure you that necessary measures will be taken to prevent such occurrences in the future.

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- 2. Implementation of Soil Erosion Control Measures and Compliance with Tree Plantation Requirements:-** In accordance with the directions and discussions held, it is imperative to undertake soil stabilization measures at the Insuli BCP site due to the inherent vulnerability of the Konkan region's soil to erosion and washouts. Pursuant to this necessity, it has been decided that Gawatigrass and Wala shall be planted along the slopes to mitigate the risk of landslides and future structural collapse. Additionally, to reinforce soil retention and environmental sustainability, bamboo plantations shall be undertaken as a preventive measure. It is pertinent to note that under Section 2(f) of the Indian Forest Act, 1927, bamboo is legally classified as a tree. Consequently, the plantation of bamboo shall be duly accounted for in the total tree plantation count to reach total 44,000 trees.
- 3. Local Employment Commitment:-** We will work in collaboration with local bodies and ensure that employment is prioritized for skilled and semi-skilled workers from nearby villages. We recognize that the local community holds valuable knowledge about the region's flora and its upkeep. Therefore, we commit to employing local workers who are familiar with plantation maintenance, ensuring proper care and survival of the plants while generating employment for local residents.
- 4. Immediate Actions & Compliance Reporting:-** We have already issued work order and related instructions to our subcontractor, Suwarna Buildcon Pvt Ltd, copy of which is attached along with this letter for your reference. Additionally, M/s Sadbhav Engineering Limited, our EPC Contractor has been directed to clear all pending royalty payments related to BCP site construction immediately to ensure smooth execution. We urge you to coordinate with Mr. Sanjay Salunkhe, our official representative handling this project, to monitor the ongoing work and provide your valuable insights to ensure full compliance.
- 5. Total Plantation Commitment & Execution Plan:-** We confirm that a total of 75000 trees and plants will be planted at Insuli BCP, in alignment with the approved zoning plan and local ecological considerations. The breakdown of species and numbers is as follows:-

No.	Species Name	Quantity	No.	Species Name	Quantity
1	Ain	800	18	Bamboo	5,000
2	Phanas (Jackfruit)	1,500	19	Prajakta	25
3	Jambul (Jamun)	2,000	20	Morpankhi (Thuja)	20
4	Kaju (Cashew)	10,000	21	Andrographis	600
5	Kokam	1,500	22	Weldiya	700
6	Coconut	250	23	Mogra (Jasmine)	350
7	Palm	750	24	Himalayan Painter	750
8	Ashoka	250	25	Galchemia	500
9	Chafa	10	26	Parijat (Harsingar)	30
10	Aanja	1,500	27	Lenchia	1,300
11	Acacia	3,000	28	Almeda	250
12	Gulmohar	250	29	Chinese Rose	1,500
13	Khus Khus	100	30	Vernia	2,500
14	Dalchini	100	31	White Pine	500
15	Lemon Grass	30,000	32	Hibiscus	200
16	Wedelia	5,000	33	Avaliya	500
17	Valagavat	5,000	34	Raat Rani	75

- 6.** In strict adherence to the directives of the Hon'ble National Green Tribunal (NGT) and pursuant to the discussions held, we hereby assume full responsibility for the long-term maintenance and preservation of all planted trees and vegetation for the entire concession

**Maharashtra Border Check Post Network Ltd**

Godrej Colliseum, 602, 'C' wing, Behind Everard Nagar,  
Sion (E), Mumbai - 400 022.

T: 022 - 2409 5887, F: 022 2409 6883

CIN: U45201GJ2009PLC056327

period. Our obligations encompass regular irrigation, fertilization, and soil enrichment to ensure sustainable growth. In the event of plant mortality, we undertake to conduct immediate replacement to maintain ecological equilibrium. Additionally, systematic pruning and pest control measures shall be implemented to safeguard the health and longevity of the plantation. We remain committed to achieving and sustaining a minimum survival rate of 80% throughout the concession period, thereby ensuring continued compliance with environmental and regulatory mandates.

7. **Relocation of Insuli BCP and Commitment to Addressing Leakages:-** The primary location for the Insuli Border Check Post (BCP) was initially identified at Khamdeo Naka, where the existing RTO check post is situated. However, due to revenue leakage concerns at the said location, the BCP was relocated to Satmatwadi to ensure better operational efficiency and regulatory compliance. As part of the site preparation for the new location, land levelling and tree cutting were necessary to facilitate infrastructure development, which aligns with standard procedures for such projects. Based on the discussions held, we hereby commit that all leakage issues will be effectively addressed by implementing necessary countermeasures, including the establishment of additional check posts or deployment of mobile vans, ensuring that no unauthorized passage or leakage occurs at the designated BCP site.
8. We hereby inform you that, in accordance with the terms of the Concessionaire Agreement, the obligation to provide 10 lanes on each side of the Border Control Point (BCP) are acknowledged. However, at present, only 7 lanes are being provided on each side. Furthermore, the provision of hostel and other accommodations remains restricted and will be executed as per CA after the BCP mobilisation. The deployment of the scanner, as required at all the 23 BCP, shall be effectuated at a later stage. All requisite approvals and permissions pertaining to these deviations have been duly obtained from the implementing authority, MSRDC, in consultation with IC Brig. Kapil and with the concurrence of the Maharashtra RTO department.
9. We hereby assure you that all necessary environmental clearances, duly considering the Eco-Sensitive Zone (ESZ) of the area, along with requisite approvals from the Maharashtra Pollution Control Board and the Forest Department, shall be obtained without delay for the execution of the said work. Additionally, all necessary permissions for mineral extraction, as required under applicable laws, shall be secured in a timely manner. Furthermore, we undertake to ensure the prompt payment of all dues related to Non-Agricultural (NA) land and Gram Panchayat taxes. We also confirm that the applicable stamp duty, as mandated under the Maharashtra Stamp Act, has been duly paid in relation to the Concessionaire agreements executed for the BCP work between MBCPNL and MSRDC.
10. **Request for Cooperation & Withdrawal of Complaints:-** We respectfully submit that MBCPNL and our EPC contractor Sadbhav Engineering Ltd remains fully committed to the implementation of plantation activities, long-term maintenance, royalty compliance, NA and local employment in accordance with applicable regulatory and environmental mandates. Pursuant to the notification issued by the Government of Maharashtra under

VENTURE OF

**Sadbhav**

Regd Office: "Sadbhav House", Opp. Law Garden Police Chowki, Ellisbridge, Ahmedabad - 380006.

T: +91 79 26463384 F: +91 79 26400210 E: sel@sadbhaveng.com



MSRDC, we hold a valid royalty exemption certificate for this BCP project, thereby exempting us from royalty payments across 23 BCPs in Maharashtra. However, in view of the mineral composition within the Insuli BCP area and its designation as an Eco-Sensitive Zone (ESZ), we have directed our EPC contractor, Sadbhav Engineering Ltd., to ensure the requisite royalty payments related to construction work at Insuli BCP, with oversight and compliance monitoring by us.

14. Accordingly, we hereby request the withdrawal of all complaints and objections pertaining to plantation, royalty, NHAI, Irrigation, Forest Department, and other related concerns at Insuli BCP. We reaffirm our unwavering commitment to strict adherence to environmental regulations and the directives of the Hon'ble National Green Tribunal (NGT), ensuring there is no deviation from the prescribed execution plan. Continuation of objections at this stage would not only hinder project progress but also result in unnecessary delays in environmental restoration and potential conflicts. In the interest of expeditious and effective environmental conservation, we solicit your cooperation and support in ensuring the successful completion and sustained maintenance of plantation activities in a manner that is both efficient and ecologically responsible.

Regards,

Yours Sincerely,

For Maharashtra Border Checkpost Network Limited,

Nitin Patel  
Director,

Attachment: - Total 8 pages including this letter.

Copy To:

- Rocky Deesawala, MBCPNL, Mumbai.(Issue a copy of the same to Mr. Saiprasad Kalyankar at Insuli BCP).
- Sadbhav Engineering Ltd, Ahmedabad.
- Executive Engineer, MSRDC, Bandra, Mumbai.



Tc

MSRDC/02/BCP/EE-17/2018/ 7 610

Date: - 13.09.2017



URGENT

**Maharashtra State  
Road Development  
Corpn. Ltd.**

(A Government of Maharashtra Undertaking)

To,  
MBCPNL,  
602(1) C Wing, Godrej Coliseum,  
Behind Everard Nagar,  
Sion (E), Mumbai - 400022.

**Sub: Computerisation and Modernisation of 22 Border Check Posts in the State of Maharashtra on Build, Operate and Transfer basis.**

Plantation to be carried out at Insuli BCP and in Sawantwadi town.

Ref: Chief of Horticulture Department of Dapoli Agriculture University's letter no. कृमवि/उविवि/१२०६/२०१७ दि. २१.०८.२०१७

Find enclosed the photocopy of the list of plantation to be carried out at Insuli BCP and in Sawantwadi town, in connection with above subject work. It is hereby instructed to immediately take up the work of plantation under the supervision of Horticulture Department of Dapoli Agriculture University and submit the compliance accordingly.

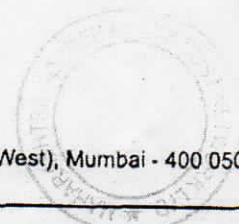
**(Muktesh Wadkar)  
Executive Engineer  
M.S.R.D.C. (Ltd), Mumbai**

1. Copy submitted to Transport Commissioner, Office, New Administrative Building, 3<sup>rd</sup> /4<sup>th</sup> Floor, Bandra East, Mumbai, Maharashtra 400051
2. Copy submitted to the Chief Engineer, (A.B.G), MSRDC for information, please.
3. Copy to M/s Sai Consulting Engineers Pvt. Ltd, C/602 (1), C Wing, Godrej Coliseum, behind Everard Nagar, Sion (E), Mumbai - 400022 for information and necessary action.

TC

**Corporate Office** : Opp. Bandra Reclamation Bus Depot, Near Lilavati Hospital, K.C. Marg, Bandra (West), Mumbai - 400 050.  
Telephone No.: 022-26400190/201, 26558175/76 Fax No.: 022-26417893

**Regd. Office** : Napean Sea Road, Besides Piyadarshini Park, Mumbai - 400 036.  
Telephone No.: 022-2368 6112, 2369 6109 / 3671 / 3673, Fax No.: 022-2368 4943,  
Website : www.msrdc.org, CIN : U45200MH1996SGC101586



14/9/17

**Ref: SEL/22-23/0037/C**

**Date : 15/07/2022**

To,  
Mr. Bharat Salvi Sir,  
Head of the Department, Horticulture Department,  
Dr. Balasaheb Sawant Konkan Krishi Vidyapeeth,  
Dapoli Agriculture University,  
Dapoli, Maharashtra,

**REF:** (i) Name of the work: Construction of Modernization & Computerization of Integrated Border Check Post at 22 Locations in the state of Maharashtra on Build operate & Transfer Basis for BCP- BCP at Insuli, Banda, Taluka Sawantwadi, District: Sindhudurg, Maharashtra.  
(ii) NGT Order OA/ 28/2014 related to tree plantation at Insuli BCP.

**SUB:** Request for Final Inspection of Tree Plantation at Insuli Border Check Post, Banda, Taluka Sawantwadi, District Sindhudurg, Maharashtra.

**Dear Sir,**

Sadbhav Engineering Limited (SEL) is working on the project as the Engineering, Procurement, and Construction (EPC) Contractor for the concessionaire Maharashtra Border Check Post Network Limited (MBCPNL) under the Build-Operate-Transfer (BOT) model. The project is being carried out under the authority of Maharashtra State Road Development Corporation (MSRDC) for the Regional Transport Office (RTO) Department, Government of Maharashtra.

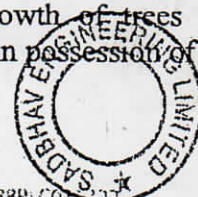
In compliance with the Hon'ble National Green Tribunal (NGT) Court's Order OA-28/2014(NGT)(W2) Pune, regarding tree plantation at Insuli Border Check Post (BCP), extensive afforestation work has been carried out under the supervision of Dr. Balasaheb Sawant Konkan Krishi Vidyapeeth, Dapoli, with your esteemed guidance. As per the directives of the Hon'ble NGT, Pune, the plantation work at Insuli BCP was to be executed under the technical guidance of the Head of the Horticulture Department. We sincerely appreciate your valuable support in ensuring compliance with the court's directives. The Head of Horticulture visited the site multiple times, specifically on 10/03/2015, 16/06/2017, 15/06/2019, and most recently on 31/05/2022. Under your direction, our subcontractor, Sadbhav Buildcon Private Limited (SBPL), has successfully completed the plantation work, including the installation of a drip irrigation system and an efficient watering mechanism to support the long-term growth of the planted species. Over 45,000 plants, including various tree species, shrubs, and ornamental plants, have been planted. Additionally, approximately 35,000 clumps of vetiver and lemongrass have been planted on steep slopes to enhance soil conservation. This afforestation initiative has significantly contributed to preventing soil erosion, improving soil fertility, and fostering the growth of natural vegetation in the surrounding area.

We are highly satisfied with the plantation work and are pleased to inform you that the Regional Transport Office (RTO), Maharashtra State Road Development Corporation (MSRDC), IC Brig Kapil, and the Forest Department have also expressed their satisfaction with its progress and current status, confirming full compliance with NGT directives. The growth of trees and vegetation has been observed to be excellent. As the Insuli BCP site remains in possession of our

**Sadbhav Engineering Limited**

Regd Office: "Sadbhav House", Opp. Law Garden Police Chowki, Ellisbridge, Ahmedabad 380006.

Tel: 079 2443384 Fax: 079 26400210 Email: info@sadbhav.co.in Web: www.sadbhav.co.in CIN: 1454001199890001



subcontractor, Suwarna Buildcon Pvt Ltd, as per court orders, we will take over the site after fulfilling the monetary compliance as per the decree and achieving COD. Thereafter, the future maintenance of the plantation will be the responsibility of the concessionaire, Maharashtra Border Check Post Network Limited (MBCPNL). We remain fully committed to ensuring its continued upkeep, with regular maintenance activities, including watering, protection from cattle, and fire prevention, being diligently carried out to preserve the ecological benefits of the plantation. We confirm that the plantation is in good condition as of today. Even after the Commercial Operations Date (COD) and BCP site transfer from subcontractor to MBCPNL/SEL, ongoing maintenance, such as watering, cattle and fire protection, and other necessary care, must continue under MBCPNL's responsibility for the concessionaire period to ensure sustained growth.


During your visit on 31/05/2022, you directed that a physical count of plantation and trees be conducted by the Forest Department to assess the plantation's progress and ensure compliance with afforestation commitments as per the Hon'ble NGT directives. In accordance with your instructions, the Forest Department, Sawantwadi, conducted a detailed survey on 13/07/2022 to verify and documenting the number of surviving trees. As part of this process, a formal Panchnama was carried out by the Forest Department, which included and attached along with this letter. The Panchnama has been duly signed by the relevant authorities of the Forest Department, independent witnesses, and Mr. Saiprasad Kalyankar, ensuring transparency and authenticity in the verification process. This exercise reaffirms our commitment to maintaining the plantation and adhering to regulatory guidelines. A copy of the Panchnama is attached herewith for your kind reference.

We take this opportunity to sincerely thank renowned environmental activist Mr. Saiprasad Kalyankar for his invaluable support and guidance, which have been instrumental in ensuring the long-term success and sustainability of this initiative. His decision to withdraw all his complaints has enabled us to effectively resolve the issues related to royalty penalties, as well as matters concerning NHAI, the Irrigation Department, and full compliance with the NGT order. We deeply appreciate his unwavering commitment and contributions, which have played a crucial role in the successful execution of the plantation efforts.

Furthermore, we kindly request you to arrange a final inspection visit to the Insuli Border Check Post (BCP) and verify the situation at site of forestation and we request your Kindself to please convey your valuable official report to the Maharashtra State Road Development Corporation (MSRDC), Mumbai, as well as the Regional Transport Office (RTO) Sindhudurg and the forest department authorities. This will help facilitate any further necessary actions and ensure full compliance with the directives and requirements stipulated by the Hon'ble National Green Tribunal (NGT).

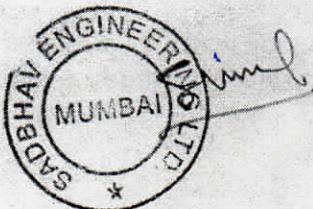
Thanking you, We remain at your service.

For Sadbhav Engineering Limited,

TC  
  
 Authorized Signatory



Copy to: - Mr. Saiprasad M. Kalyankar, Banda, Sawantwadi for Information.



महाराष्ट्र राज्य 4763

जा. क्र. कृमवि/उविवि/1206/2017  
उद्यानविद्या विभाग,  
कृषि महाविद्यालय, दापोली  
दिनांक:- 1211 AUG 2017

प्रति,  
कार्यकारी अभियंता,  
महाराष्ट्र राज्य रस्ते विकास महामंडळ,  
वांद्रे रेकलेमेशन डेपोसमोर,  
लिलावती हॉस्पिटल जवळ,  
के. सी. मार्ग-वांद्रे (प)- मुंबई-४०० ०५०

विषय : इन्सुली सीमा तपासणी नाका, बांदा येथे मा. राष्ट्रीय हरित लवाद,  
पुणे यांचे आदेशानुसार वृक्ष लागवड करणेबाबत...

संदर्भ : जा. क्र. मरारविम/०२/०६४ दिनांक ०३/०७/२०१७.

वरील विषयास अनुसरून आपणास कळविण्यात येते की, इन्सुली सीमा तपासणी नाका, बांद्रा तसेच सावंतवाडी शहरामध्ये विविध ठिकाणी उपलब्ध असलेल्या जागांमध्ये लागवड करता येण्यासारखी वृक्षांची यादी या पत्रा सोबत जोडण्यात येत आहे.

सोबत:- वरील प्रमाणे

*(Signature)*  
प्रमुख,

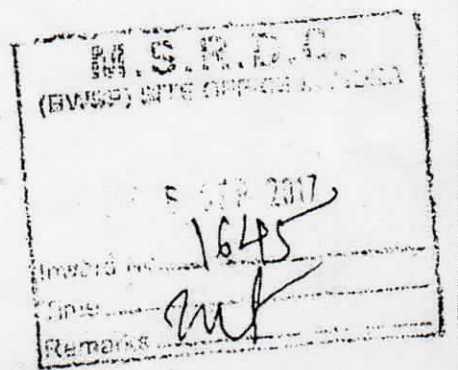
उद्यानविद्या विभाग,  
कृषि महाविद्यालय, दापोली

*(Signature)*  
forward to  
malone

*ask to start  
plantation immediately  
under supervision  
of Dapoli Agriculture  
University*

*12.08.17*

TC  
*(Signature)*

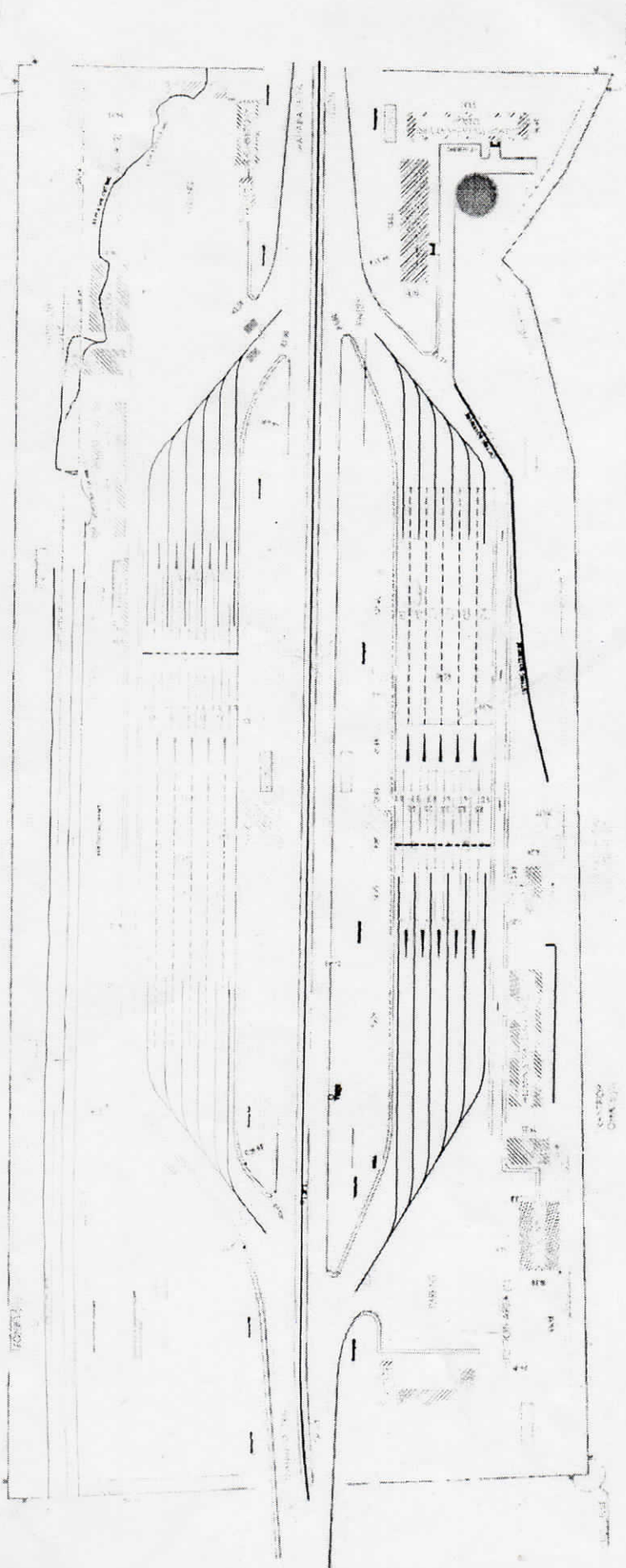


Open areas available at Insuli cheds post

Sr. No.	Area	Approximate Area	Spacing (m)	Plant spacing	Number
1	Zone 1	1808	2 x 1	Ain	904
2	Slope 1	8160	0.6 x 0.6	Lemon grass	22667
3	Zone 2	4735	2 x 2	Cinnamon	116
4	Slope 2	4905	0.6 x 0.6	Lemon grass	13625
5	Zone 3	908	2 x 1	Kinjal	454
6	Zone 4	5463	2 x 2	Jackfruit	1366
7	Zone 5	5990	2 x 2	Jamun	1498
8	Zone 6	3127	1 x 1	Bamboo	8127



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TC  
*[Handwritten signature]*

## Open areas available at Insuli cheds post

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7	Zone 5	5990	2 x 2	Jamun	1498
8	Zone 6	3127	1 x 1	Bamboo	8127

## Open Areas available in Sawantwadi town

Sr. No.	Area	Approximate Area	Spacing (Running m)	Plant spacing	Number
1	पांडुरंग गोविंद कदम	262	5m	Coconut	104
2	वामन परशुराम सोनशेट	146.4	5 m	Coconut	58
3	निलोफर गनी बेग	128	3 m	Kokum	85
4	सतिश पुरूषोत्तम वंजारी	136	5 m	Coconut	55
5	आत्माराम भिवा नाईक	100	3 m	Kanchan	67
6	शकील खान आस्लम खान	105	3 m	Kokum	110
7	सुभानराव पाटणकर	170	3 m	Nagkeshar	113
8	सुखदेव बापू सावंत	100	3 m	Jamun	67
9	विष्णू दत्ताराम डोंगरे	70	3 m	Nagkeshar	46
10	दिलीप लक्ष्मण गिरप	112	3 m	Jamun	75
11	रेश्मा सगीर शेख	146	2 m	Kavthichafa	146
12	जुलेखाबी इब्राहीम रखांगी	122	3 m	Tamhan	81
13	दिलीप लक्ष्मण गिरप	88	3 m	Tamhan	53
14	दिगंबर गो. वारंग	100	2 m	Kavthichafa	100

TC



458



**Sadbhav**  
TODAY FOR TOMORROW

SEL/BCP/LOI/Suvarna/14-15/4672

Date: 25/03/2015

To,  
M/S Suvarna Buildcon Pvt. Ltd.  
F. No. 208, Andrag Complex,  
Vishrantwadi, Pune - 411  
Mb: 098220 53485,  
Email - suvarnabuildconpl@gmail.com  
PAN No. AAPC58023D

Kind Att: - Mr. Manoj Abrol

**Sub:-** Modernization and Computerization of 22 Border Check Posts in the state of Maharashtra on Build Operate & Transfer (BOT) basis.  
**Regarding Reduction in Scope and Quantity in Insuli BCP.**

**Ref:-** Agreement of Road and Building works, dated 20th December,2013

Dear Sir,

This is to inform you that, we have entered in to Agreement for Road and Building work for Insuli Border Check Post vide reference above. After entering in to Agreement, as per instruction from Department / Independent Engineer, there is reduction in scope for Road work and Building work. In road work, originally 10+10 lanes changed to 5+5 lane. Proportionately, the quantity of Road works items will get reduced.

In building works, there is deletion of 2 no. Toilets (gents), reduction in area for Hostel Single Sharing and Hostel Triple Sharing Building. In respect of reduction in scope, quantity of building works items also get reduced.

This is for your information.

Thanking You,

Your's faithfully,  
for Sadbhav Engineering Limited

Authorized Signatory

TC



Corporate Office.

**Sadbhav Engineering Limited**

702, 'C' Wing, Gorej Coliseum,  
Behind Everard Nagar, Sion (E) Mumbai - 400022.  
T: 022 - 24095887 F: 022 - 24096383  
E-mail: sel@sadbhaveng.com  
Web: www.sadbhaveng.com

Regd. Office

**Sadbhav Engineering Limited**

"Sadbhav House",  
Opp. Law Garden Police Chowki,  
Ellisbridge, Ahmedabad - 380006.  
T: +91 79 26463384 F: +91 79 26400210  
Web: www.sadbhaveng.com

459

**Maharashtra Border Check Post Network Ltd**Godrej Coliseum, 602, 'C' wing, Behind Everard Nagar,  
Sion (E), Mumbai - 400 022.

T: 022 - 2409 5887, F: 022 - 2409 6883

CIN: U45201GJ2009PLC056327

MBCPNL/SB/INDULI/BCP/9357

Dated: 07/12/2017

To,  
**M/s Suwarna Buildcon Pvt. Ltd.**  
 F. No. 208, Anurag Complex,  
 Vishrantwadi, Pune - 15.  
 Mb: 098220 53485,  
 Email - suwarnabuildconpl@gmail.com

**Kind Attn: Mr. Manoj Abhrol**

**Sub:-** Modernization and Computerization of 22 No. Border Check Post in the State of Maharashtra on Built, Operate and Transfer (BOT) basis.  
 - **Work order for Tree Plantation at Insuli Checkpost, Dist - Sindhudurga - Border Check Post - Shrub Plantation and Tree Plantation.**

**Ref:**

1. As per telephonic discussion held with you on 07/12/2012 with Mr. Nitin Patel;
2. MSRDC's letter no. MSRDC/02/BCP/EE-17/2018/7610, dated 13/09/2017.

**Dear Sir,**

We are pleased to issue this purchase order to you, **M/S SUWARNA BUILDCON** for Shrub Plantation and Tree Plantation at Insuli Border Check Post ("BCP"), for the Project on the following terms and conditions:

1. **Schedule of Quantities and Price** The unit rate for each type of Shrub Plantation and Tree Plantation is as per **Annexure I**.
2. **M/S SUWARNA BUILDCON** shall make available entire landscape site cleaned suitable for carrying out the said work.
3. **Scope of Work**
  - a. Preparation of bed for plantation - Prepare the soil bed with garden soil mixing soil with manure/ fertilizer. Leveling and fine bed preparation suitable for plantation.
  - b. Preparation of bed for Tree, Shrub & Hage plantation - prepare the soil bed with garden soil mixing soil with manure / fertilizer. Leveling and fine bed preparation suitable for plantation.
  - c. Preparation of pit, filling with sweet garden soil, Plantation of Tree of different height mentioned in attach **Annexure I** with the mentioned varieties.
  - d. Supply of Water Source at required points in Tree plantation area and Cost of water.
  - e. Provision of Water Tanker and labour for watering shall be the responsibility of the Contractor.

Tc  




VENTURE OF   
**Sadbhav**

- f. Tree Plantation should be done as per direction and under supervision of Horticulture Department of Dapoli Agriculture University. Letter received from MSRDC alongwith List of open areas available for tree plantation is attached for ready reference.
- g. Getting NOC from Horticulture Department of Dapoli Agriculture University.
- h. Electricity Requirement - If any.
- i. Any civil work - If any.

#### 4. Maintenance

The maintenance of Tree plantation shall be done by the Contractor till final COD received from IC/MSRDC. The all-inclusive maintenance (including required manpower, Manure/fertilizer, insecticide and pesticide etc.) shall be done by the Contractor.

#### 5. Completion Schedule

It is agreed that the entire works shall be completed within 30 days from the date of this Purchase Order.

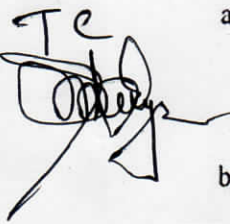
#### 6. Contract Price

The total contract price ("Contract Price") for the entire work under this purchase order shall be the amount derived from the agreed rates enclosed herewith as **Annexure I** and the quantities actually executed at site. The measurement shall be based on standard measurement practice. It is clearly agreed that the order is based on the rates agreed between us and there shall be no claim with regard to increase or decrease in quantities.

Rate for the scope mentioned in **Annexure-I** attached to this Agreement. The rates are full and final including all taxes, levies & GST as per Government Norms. You have to submit the necessary documents towards GST. All taxes i.e. T.D.S, labour cess will be deducted at source as per Government norms. The rates are inclusive of all ancillary works needed for execution of works.

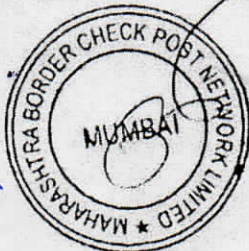
#### 7. Terms of Payment

- a. 30 % (Thirty percent) of the amount shall be released on the completion of 30% (Thirty percent) of the total works at site. You shall raise invoice towards the same and the payment shall be released only after due verification and certification of our authorized representative.
- b. Further 30% (Thirty percent) of the amount shall be released on the completion of 60% (Sixty percent) of the total works at site. You shall raise invoice towards the same and the payment shall be released only after due verification and certification of our authorized representative.

TC  




- c. The balance payment shall be released after satisfactory completion of the entire works at site. You shall raise invoice towards the same and the payment shall be released only after getting NOC from Horticulture Department of Dapoli Agriculture University.
- d. We will deduct 5% amount as Retention money from each bill and same shall be released after final COD received from IC/MSRDC.
8. The execution and the completion of the Works shall comply with all Applicable Laws, the Specification and Standards, Good Industry Practice and the standards expected of a reasonable and prudent contractor engaged in undertakings similar to the Works hereunder;
9. Contractor shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement:
- Maintain the Works in accordance with the provisions of this Agreement, Standards and Specifications, Good Industry Practice and Applicable Laws;
  - procure and maintain in full force and effect, as necessary and applicable, appropriate proprietary rights, licenses, agreement and permissions for Materials, methods, processes and/or systems required to be used in or incorporated into the Works for the Landscaping, including license for storage of Materials and Free Issue Materials in safe custody of Landscape Contractor, if any;
  - ensure and procure that each Subcontract contains provisions giving MBCPNL an unrestricted right to assign or otherwise transfer such Subcontract to MBCPNL or a nominee of MBCPNL (including the Authority), at the option of MBCPNL, in the event of termination under this Agreement and that that its Subcontractors comply with all Applicable Permits and Applicable Laws in the performance by them of any of the works in relation to the Works;
  - provide all assistance to the Project Coordinator and MBCPNL as they may require from time to time for the performance of their obligations hereunder;
  - Submit progress reports to the Project Coordinator and MBCPNL.
  - make efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of the Works under this Agreement (including any personnel engaged by Subcontractors);
  - take all reasonable precautions for the prevention of accidents on or about the Site(s)/ Landscaping and provide all reasonable assistance and emergency medical aid to accident victims;
  - not to place or create nor to permit any Subcontractor or any other person claiming through or under Landscape Contractor or any Subcontractor to create or place any Encumbrance over all or any part of the of the Works and/or the Project Assets, or on any rights of Landscape Contractor;



- i. be responsible for safety, soundness and durability of the Works including all components forming part thereof and their compliance with the Specifications and Standards, Good Industry Practice and Applicable Laws;
- j. keeping the Site and adjacent areas in a clean, tidy and orderly condition free of litter and debris and remove promptly at their own cost, in accordance with Good Industry Practice, from the Site(s), all surplus Materials and other materials, waste materials (including, without limitation, hazardous materials), rubbish and other debris (including any accident debris) in conformity with the Applicable Laws and Applicable Permits;
- k. make all arrangements, for safety and security measures (including obtaining the necessary insurances in accordance with provisions hereof) and take all precautions against any damage or injury (from accidents) to the Materials, Free Issue Materials and the personnel working on the Landscaping or on the Site(s), and shall comply with the directions of the Project Coordinator;
- l. engage only such personnel, and ensure that all Subcontractors engage such personnel, who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the Works.
- m. should MBCPNL require any personnel of Landscape Contractor or any Subcontractor to be replaced (if MBCPNL believes such personnel to be unsuitable for the Works, or otherwise), or if any personnel is required to be replaced due to reasons beyond the control of Landscape Contractor, Landscape Contractor shall promptly replace (or ensure the replacement of) any such personnel with a person of equivalent or better qualification and experience. Further, Landscape Contractor shall not and shall ensure that any of its personnel do not, during the term of this Agreement, engage in any business or professional activities in India/abroad which would conflict with the activities and responsibilities entrusted to them under this Agreement, or in relation to the Landscaping;
- n. discharge its obligations in accordance with Good Industry Practice and the standards of a reasonable and prudent contractor engaged in a project similar in nature and scope to the Works hereunder;
- o. support and cooperate with MBCPNL in the implementation of the Works in accordance with the provisions of this Agreement;

**10. Security**

- a. Landscape Contractor shall, at its own cost and risk, have total responsibility of all the Works and shall keep in its care and custody, in the stores or at the Site(s), all the Materials and the Free Issue Materials. Landscape Contractor shall make suitable security arrangements including employment of security personnel to ensure the protection of all Works, Materials and the Free Issue Materials from theft, fire, pilferage and any other damages and loss.

*TC*  
*[Handwritten signature]*



b. No change in the Item Rates, Initial Contract Price or the Contract Price or any other compensation shall be permitted on account of a difference in the details provided by or on behalf of the MBCPNL and the data collected by Landscape Contractor. Any neglect or omission or failure on the part of Landscape Contractor in obtaining necessary and reliable information upon the foregoing or any other matter affecting the performance of the Works shall not, in any manner whatsoever, relieve Landscape Contractor of its responsibility for the completion of the Works in accordance with this Agreement.

**11. Right to Third Party Audit**

MBCPNL shall, at its own cost, have the right to require that any Materials or service be tested by a third party for the purposes of regulatory compliance/ dispute resolution/ performance improvement, and Landscape Contractor shall extend full cooperation to MBCPNL and such third party, as may be required.

**12. Termination**

We reserve the right to cancel this purchase order or any part thereof. Further, we shall be entitled to terminate this purchase order, wholly or in part, without assigning any reason. Under these circumstances, you are entitled to receive payment for certified material received at our end.

**13. Governing law and jurisdiction**

This purchase order shall be governed by the laws of India and the courts at [Ahemdabad] shall have exclusive jurisdiction over matters arising out of or relating to this purchase order.

**14. Order Acceptance**

This purchase order is being issued to you in duplicate. Please return the duplicate copy of this purchase order to Mr. Nitin Patel at Mumbai office for necessary coordination duly signed on each page with your company's seal as a token of your unconditional acceptance to all prices, terms and conditions.

Thanking you,  
for and on behalf of Maharashtra Border Check Post Network Ltd.

Authorised Signatory  
Name: Mr. Nitin R. Patel  
Designation: Director



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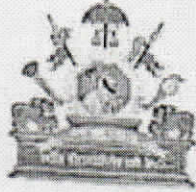
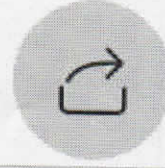


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**"Road Safety, Secures your family, Be cautious on Road"****उप प्रादेशिक परिवहन कार्यालय**

मुंबई-गोवा हायवे, सिंधुदुर्गनगरी, ओरस

ता - कुडाळ, जि - सिंधुदुर्ग

Tel - 02362-229050

E-mail - dyrto.07-mh@gov.in

क्रमांक उपप्रापका/सिंधु/आस्था/२०२४/जा.क्र. ११३६

दिनांक :- ०४.११.२०२४

प्रति

मनोजकुमार अंब्रोले,

सुवर्ण विल्डकॉन प्रा. लि.

**विषय :-** यापुर्वी अनेकवेळा पुर्वसुचना दिल्याप्रमाणे नाईलाजास्तव माझे वाट्यास घेणाऱ्या ०.१४.५० हे. आर. येवढ्या काजू लागवड केलेल्या जमिनीचा फेर ताबा घेतल्याबाबत.

**संदर्भ :-** श्री. साईप्रसाद कल्याणकर यांचे दि. ३१.१०.२०२४ रोजीचे पत्र.

उपरोक्त संदर्भिय विधयास अनुसरुन आपणांस कळविण्यात येते की,

१. गाव मौजे सटवाडी, बांदा येथील अत्याधुनिकीकरण करुन उभारण्यात आलेला सीमा तपासणी नाक्याची जमीन ही मा. परिवहन आयुक्त, महाराष्ट्र राज्य यांचे नावे नोंद आहे. सबब शासकीय मालमत्ता आहे.
२. श्री. साईप्रसाद कल्याणकर यांनी अत्याधुनिक सीमा तपासणी नाका, मौजे सटवाडी, बांदा, ता. सावंतवाडी, जि. सिंधुदुर्ग येथील ०.१४.५० हे. आर.येवढ्या काजू लागवड केलेल्या जमिनीचा फेरताबा घेतला असलेबाबत संदर्भिय पत्राद्वारे या कार्यालयास कळविले आहे.
३. मा. दिवाणी न्यायाधीश (कनिष्ठ स्तर), सावंतवाडी यांचे न्यायालयात दाखल Civil Suit No.126/2021, दि. ०६.०६.२०२२ चे आदेशान्वये सदर जागेचा ताबा सद्यस्थितीस मे. सुवर्णा विल्डकॉन प्रा. लि. पुणे यांचेकडे आहे. तरी देखील श्री कल्याणकर यांनी उक्त नमुद जमिनीमध्ये केलेले बेकायदेशीर अतिक्रमण हे मा. न्यायालयाच्या आदेशाचा अवमान ठरेल.
४. सबब श्री. कल्याणकर यांचेकडून उक्त नमुद जमिनीमधील बेकायदेशीर अतिक्रमण काढण्याची सर्वस्वी जबाबदारी आपली असून अशाप्रकारचे बेकायदेशीर अतिक्रमण शासकीय जमिनीमध्ये होऊ नये याची खबरदारी घेण्याची जबाबदारी देखील आपली आहे. तरी सदरचे अतिक्रमण तात्काळ काढण्याची कार्यवाही करुन त्याचा कार्यपुर्ती अहवाल या कार्यालयास सादर करावा.

सहपत्र :- थरीलप्रमाणे

(विजय काळे)

उप प्रादेशिक परिवहन अधिकारी  
सिंधुदुर्ग

प्रत :- १. मा. परिवहन उप आयुक्त (निरीक्षण), महाराष्ट्र राज्य, मुंबई यांना माहितीस्तव सविनय सादर.  
२. मा. प्रादेशिक परिवहन अधिकारी, पनवेल यांना माहितीस्तव सविनय सादर.