

BEFORE THE NATIONAL GREEN TRIBUNAL

WESTERN ZONAL BENCH AT PUNE

ORIGINAL APPLICATION NO. 2 OF 2025

IN THE MATTER OF:

ASHUTOSH KUMAR

...APPLICANT

VERSUS

GUJARAT FLUOROCHEMICALS LTD. & ORS.

...RESPONDENTS

INDEX OF FILING

S.NO.	DESCRIPTION	COPIES
1.	ADDITIONAL AFFIDAVIT ON BEHALF OF RESPONDENT NO.1	1-8
2.	<u>ANNEXURE-A</u> Table of details of the deceased persons, including their age, salary and the amount of compensation calculated/determined by following the formula as per the guidelines of the Hon'ble Supreme Court	9
3.	<u>ANNEXURE-B</u> Table of bifurcation of compensation paid to the victims/ families of the deceased	10-11
4.	PROOF OF SERVICE	12

NEW DELHI

DATE: 26/10/2025

Vanita Bhargava

KHAITAN & CO. LLP
ADVOCATE For Respondent No.1

1105, Ashoka Estate
24, Barakhamba Road,
New Delhi-110 001

Tel: 011-41515454

M-9911180884

VANITA.BHARGAVA@KHAITANCO.COM

FALGUNI P. BAROT

Advocate & Notary

903, Sa. Heights,

ABC Chokdi, Nr. Rohini Nagar,

Bholav, Tal. & Dist. BHARUCH-392015

Mob.: 9427879418, 9973155330

1888

22 OCT 2025



IN-GJ30954454194751X

INDIA NON JUDICIAL

Government of Gujarat

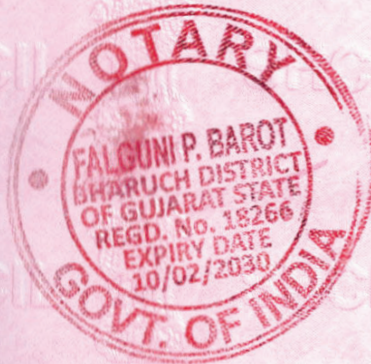
Certificate of Stamp Duty

FALGUNI P. BAROT
NOTARY BHARUCH (GUJ.)
Reg. No. 18266

Date 22 OCT 2025

Sr. No. 2456/25
My Commission Expires
on Date 10-2-2030

Certificate No. : IN-GJ30954454194751X
Certificate Issued Date : 22-Oct-2025 12:52 PM
Account Reference : IMPACC (AC)/ gj13244011/ BHARUCH/ GJ-BH
Unique Doc. Reference : SUBIN-GJGJ1324401165884365356665X
Purchased by : SOLANKI DRASHTIBEN JASHVANTSINH
Description of Document : Article 5(h) Agreement (not otherwise provided for)
Description : AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : ASHUTOSH KUMAR
Second Party : GUJARAT FLUORO CHEMICALS LIMITED
Stamp Duty Paid By : GUJARAT FLUORO CHEMICALS LIMITED
Stamp Duty Amount (Rs.) : 300
(Three Hundred only)



PF 0002860068

Statutory Alert:

The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.

The onus of checking the legitimacy is on the users of the certificate.

For more information, please refer to the Competent Authority.



NOTICE

- The contents of this e-stamp certificate can be verified at www.shcilestamp.com, Stock Holding mobile application "EStamping" or at Stock Holding Branch/ Centre (the details of which are available at www.stockholding.com).
- Any alteration to this certificate renders it invalid and would constitute a criminal offence.
- Kindly contact Stock Holding Branch / Centre in case of discrepancy.
- For information related to e-Stamping you may write to us on our email id estamp.ahmedabad@stockholding.com or visit our Branch/Centre.

સૂચના

- આ ઈ-સ્ટેમ્પ પ્રમાણપત્રની વિગતો www.shcilestamp.com દ્વારા અથવા સ્ટોક હોલ્ડિંગની "ઈસ્ટેમ્પિંગ" મોબાઈલ એપ્લિકેશન અથવા સ્ટોક હોલ્ડિંગની શાખા / કેન્દ્ર (જેની વિગતો www.stockholding.com પર ઉપલબ્ધ છે) પર જઈ ને ચકાસી શકાય છે.
- આ પ્રમાણપત્રમાં કરેલ કોઈપણ ફેરફાર અમાન્ય છે અને તે ફોજદારી ગુનો બને છે.
- આ ઈ-સ્ટેમ્પ પ્રમાણપત્રમાં કોઈપણ વિસંગતતા જણાય તો સ્ટોક હોલ્ડિંગની શાખા / કેન્દ્ર પર સંપર્ક કરવો.
- ઈ-સ્ટેમ્પિંગ સંબંધિત જાણકારી માટે અમને estamp.ahmedabad@stockholding.com પર ઈ-મેઈલ કરવો અથવા અમારી શાખા / કેન્દ્ર ની મુલાકાત લેવી.



8300000000

BEFORE THE NATIONAL GREEN TRIBUNAL,
WESTERN ZONAL BENCH AT PUNE

ORIGINAL APPLICATION NO. 2 OF 2025



IN THE MATTER OF:

ASHUTOSH KUMAR

... APPLICANT

VERSUS

GUJARAT FLUOROCHEMICALS LIMITED

& OTHERS

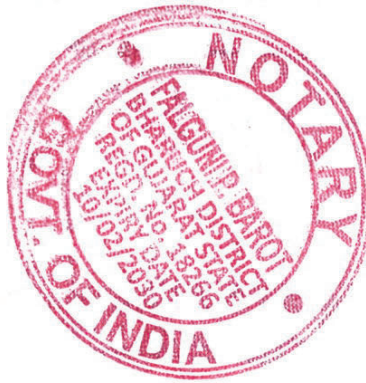
... RESPONDENTS



ADDITIONAL AFFIDAVIT ON BEHALF OF RESPONDENT NO.
1 IN O.A. 2 OF 2025.

I, Niraj Kishore Agnihotri, Age 58 Years – Adult, Occupation – Service, working with Gujarat Fluoro Chemicals Limited, the Respondent No. 1 herein, do hereby solemnly affirm and state as under:

1. That I am the authorized signatory of the Respondent No. 1 company (“Answering Respondent”) which has been arrayed in the above-mentioned matter and I am well aware of the facts and circumstances of the case. I am therefore competent and authorized to affirm the present Reply Affidavit on behalf of the Answering Respondent.



RECEIVED

2. The present affidavit is filed in addition to the Reply Affidavit dated 6 June 2025 filed by the Answering Respondent before this Hon'ble Tribunal, pursuant to the directions of this Hon'ble Tribunal by its order dated 29 July 2025. In the present affidavit, the Answering Respondent is also replying to certain averments and allegations made by the Applicant in their rejoinder affidavit dated 14 July 2025.
3. The Answering Respondent humbly states and submits that it has paid the all the hospital bills and expenses of the victims of the unfortunate accident that occurred on 28 December 2024. That the Answering Respondent has provided all the necessary support to the families of the four deceased and two injured persons.
4. That Answering Respondent has also immediately provided financial support to the injured persons as well as, to the families of the deceased/victims for the personal loss suffered by them. The details of the compensation paid were informed in the said Reply Affidavit dated 6 June 2025 and the same complies with the directions and guidelines laid down in various Judgments of the Hon'ble Supreme Court, including the judgment of Sarla Verma. Vs. Delhi Transport Corporation (2009) 6 SCC 121.
5. That the details of the deceased persons, including their age, salary and the amount of compensation calculated/determined by following the formula as per the guidelines of the Hon'ble Supreme Court are furnished at **Annexure – A**, filed along with the present affidavit.

6. The **Annexure – B** provides the bifurcation of compensation paid to the victims/to the families of the deceased. The Answering Respondent therefore states that it has fairly compensated the victims and/or their families.

7. The para-wise reply of the Answering Respondent to certain averments/allegations made by the applicant in its Rejoinder Affidavit dated 14 July 2025, is as under: -

i) As regards allegation in para 3 to 5, the contents are denied. There was no delay in giving the appropriate treatment to the affected persons. The victims received timely attention and treatment. Unfortunately, four of them succumbed to the health complications developed by them.

ii) As regards 6 to 8, the Answering Respondent denies allegation of failure to conduct timely audit. Admittedly the audit was conducted between 16th – 18th December 2024, i.e. prior to the said unfortunate accident. The audit report was received on 01/02/2025 and all the suggestions as have duly been implemented and compliance Report has been submitted to DISH office on date: 09th June 2025 – Please refer copy of acknowledgement. The audit report is annexed at Pg. 1131 and is a part of the Reply Affidavit dated 6 June 2025 filed by the Answering Respondent. Therefore, it is denied that the Answering Respondent has not conducted safety audits once a year as required by the provisions of the Manufacture, Storage, and Import of Hazardous Chemicals Rules, 1989.

iii) As regards para 9, the Answering Respondent states that, the allegations are baseless and misconceived. The said observations have no direct connection to the metallurgical failure of the bonnet

bolts of isolation valve, leading to the unfortunate accident, which was unforeseeable.

8. Even otherwise, and without prejudice, the Answering Respondent states that,

a. In the checklist maintained by OHC the pressure is mentioned as OK instead of value. This was pointed out by auditor, which is not a major deviation but for system improvement the point was given and is corrected now. During the audit Oxygen cylinder quality certificates were not available in OHC. However, they were available in centralised location.

b. The particular fire extinguisher wall hook was painted and due to that it was placed on ground and it was mentioned as blockage. We had rectified the observation immediately.

c. Among the entire pipeline one bonding was found dislodged. We have installed the copper bonding since inception of TFE plant for all flange joints of inlet & outlet lines. periodical inspection of the copper bonding especially for the pipelines erected on the pipe racks is in place.

9. In view of the above, the suggestion of the Applicant in para 11 of its rejoinder affidavit, is not proper or warranted and therefore be rejected.

10. The Answering Respondent states that the Applicant has not made out any case under provisions of any of the applicable environmental laws or regulations that would warrant any further directions from this Hon'ble Tribunal.

11. The Answering Respondent humbly states and submits, that this Hon'ble Tribunal be pleased to take cognizance of the details of compensation as provided, and dispose off the present matter by passing suitable orders.

મારી રાજ સહી કરેલ છે.
જેને હું ઓળખું છું.

Duskar

[Signature]
DEPONENT



My Commission Expires on DL 10/02/2030
Sr. No. 1556/25 Dt. 22/10/25
BHARUCH DISTRICT (GUJARAT)

GOVT. OF INDIA
ADVOCATE & NOTARY
FALGUNI P. BAROT
[Signature]
REGISTERED

12 2 OCT 2025

REGISTERED
Falguni
FALGUNI P. BAROT
ADVOCATE & NOTARY
GOVT. OF INDIA
BHARUCH DISTRICT (GUJARAT)
Sr. No. 1556/25 Dt. 22/10/25
My Commission Expires on DL 10/02/2030

BEFORE ME
Falguni
(Falguni P. Barot)
ADVOCATE & NOTARY
Govt. of India
Bharuch District (Gujarat)

ANNEXURE – A

Name	Age	Salary	Employment Nature	Future Prospect	Addition to income	No. of Dependant ¹	% personal deduction	Expenses	Income after expense deduction	Multiplier	No. of Months	Total Compensation (Multiplier based)	Loss of Love & Affection ²	Loss of Estate & Funeral Expenses	FINAL compensation (as per SC Case laws)
	A			B	C=A + (A x B)		D	E = C – (C x D)	F = (C – E)	G	H	I = F x G x H	J	K	L = I + J + K
Rajesh Magnadia	47	15,000	Permanent	30%	19,500	5 ³	0.20	3,900	15,600	13	12	24,33,600	2,00,000	50,000	26,83,600
Suchit Kumar	38	12,900	Contractual	50%	19,350	1 ⁴	0.33	6385	12,965	15	12	23,33,700	2,00,000	50,000	25,83,700
Mahesh	25	12,900	Contractual	50%	19,350	1 ⁵	0.50	9675	9675	18	12	20,89,800	2,00,000	50,000	23,39,800
Mudrika Yadav	29	12,900	Contractual	50%	19,350	1 ⁶	0.33	6385	12,965	17	12	26,44,860	2,00,000	50,000	28,94,860

Sr. No.	Name	Age	Injuries	Compensation Paid
1.	Mr. Chhelbihari Sahu	31yrs	Lost work case	1104 (2- days)
2.	Mr. Surya Lal Sahu	44yrs	Lost work case	1656 (3- Days)



¹ Derived from the

² Sunita Tokas v. New India Insurance Co. Ltd.

³ Since 5 dependents – 0.20 (1/5)

⁴ married – hence – 0.33 (1/3)

⁵ 0.5 – (½) only since father does not count as dependant.

⁶ married – hence – 0.33 (1/3)

ANNEXURE - B

Name	Lumpsum Compensation Paid before Labour Court ⁷	Amount deposited in labour Court (Workmen Compensation Act)	Ex-gratia Compensation paid by GFL	Group personal accident compensation (added on 17/10/25)	Total	FINAL compensation (as per SC Case laws)	Additional Compensation paid over and above SC Caselaw
	V	W	X	Y	Z = W+X + Y	L	W=L - Z
Rajesh Magnadia	12,28,025	12,28,025	40,00,000	20,00,000	72,28,025	26,83,600	45,44,425 ⁸
Suchit Kumar	12,50,000	14,21,700	40,00,000	0	54,21,700	25,83,700	28,38,000
Mahesh	12,50,000	16,04,912	40,00,000	0	56,04,912	23,39,800	32,65,112
Mudrika Yadav	12,50,000	15,64,953.60	40,00,000	0	55,64,953.60	28,94,860	26,70,093.60



⁸ Additionally, the Answering Respondent has assured and offered the Mr. Kush Rajeshkumar Magnadia (son of deceased Mr. Rajesh S Magnadia), a) reimbursement of education fees for the remainder of tenure of education, b) transportation charges/expenses (paid monthly) towards commuting to Parul University Vadodara for remaining years of college. c) suitable job with the Answering Respondent

Ref: No.: GFL-DJ/DISH-BH/SR-2024/2025-26/01

To,
The Dy., Director Industrial Safety & Health,
2nd Floor, Multi-Storied Building, Part-II,
Nr. New Court, Kanabivaga,
Bharuch-392 001

09th June 2025

Subject : Submission of "Compliance Report" of Third-Party Safety Audit Report 2023 & 2024

Respected Sir / Madam,

Please find appended herewith "Compliance Report" against Third-Party Safety Audit Report for the years of 2023 & 2024 of M/s. Gujarat Fluorochemicals Ltd., located at 12/A GIDC Industrial Estate Dahej, for your kind info and record.

Thanking you,

For, Gujarat Fluorochemicals Limited


Authorized Signature



Encl., : Copy of "Compliance Report" of Third-Party Safety Audit Report 2023 & 2024


બુનિયર ક્લાર્ક
ઔદ્યોગિક સલામતી અને સ્પર્શ્ય
ભરૂચ

From: [Rohan Kharche](mailto:Rohan.Kharche)
To: sshoda65@gmail.com; aeronaayushman@gmail.com; chiefsecretary@gujarat.gov.in; chairman-gpcb@gujarat.gov.in; maulik@nanavatico.com; pushkalm6@gmail.com; dish-ahd@gujarat.gov.in; collector-bha@gujarat.gov.in; ccb.cpcb@nic.in; secy-moef@nic.in; ngt@mgklegal.com
Cc: ngt-pune@gov.in; [Nandita Chauhan](mailto:Nandita.Chauhan); [Deepak Singh](mailto:Deepak.Singh); [Amit Agashe](mailto:Amit.Agashe); [Vanita Bhargava](mailto:Vanita.Bhargava); [Ajay Bhargava](mailto:Ajay.Bhargava); [Tijil Thakur](mailto:Tijil.Thakur)
Subject: Re: Service | Additional Affidavit - R1 Gujarat Fluorochemicals Limited | OA 02-2025 NGT (WZ) Pune
Date: 26 October 2025 14:41:36
Attachments: [Additional Affidavit OA 02 2025 GFL.pdf](#)

Dear Sir

We are concerned for our client Gujarat Fluorochemicals Limited, the Respondent No. 1 in OA No. 02 of 2025 (Shri Ashutosh Kumar vs Gujarat Fluorochemicals Limited & others).

Enclosed herewith is the Additional Affidavit of Respondent No. 1 in OA No. 02 of 2025, as and by way of service upon you.

Kindly note that the present e-Mail shall be filed before the Hon'ble NGT (WZ) as proof of service.

Regards

Rohan Kharche

Associate



7th Floor, Panchashil Avenue, Plot No. 71, Kalyani Nagar-Wadgaon Sheri Rd., Yerwada, Pune, 411 006, India

M: +91 9404426995 | E: rohan.kharche@khaitanco.com | [Business Card](#) | www.khaitanco.com

This message (including any attachment(s) hereto) is confidential and may also be privileged. It is intended solely for the addressee. If you are not the intended recipient you are hereby notified that any disclosure, copying, distribution or taking any action in reliance on the contents of this information is strictly prohibited and may be unlawful. If you have received this message in error you are requested to delete it from your system. Khaitan & Co is not liable for the improper transmission of this message nor for any damage sustained as a result of this message.