



BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL, WESTERN
ZONE BENCH AT, PUNE

ORIGINAL APPLICATION NO.56/2020 (WZ)

Tanaji Balasaheb Gambhire _____ Applicant
V/S

1. The Chief Secretary,

Government of Maharashtra & Others _____ Respondents

Additional Affidavit in Reply on behalf of Respondent No. 17 i.e. M/s.

River Residency Developers:-

I, Mr. Anand Jain, Age- Adult, Occupation - Business, Residing at- Amar Renaissance, E-1001, Sopanbaug, Pune-411001, the Director of M/s. River Residency Developers i.e. Respondent No.17 is filing this Additional Affidavit in Reply in continuation to the Affidavit in reply filed on _____ to the Original Application only with the limited purpose of bringing on record the true and correct facts of the subject matter. I shall not be deemed to admit anything save and except whatever specifically stated hereunder;-

1. I say and submit that the present Affidavit in reply is part and parcel of the Affidavit in reply filed on _____ by the Respondent No.17.

2. I say and submit that I strongly object the penalty assessed by the MPCB against the Respondent No.17 in respect of the RMC plant that was in operation from 2011 to 2017 without obtaining the consent to operate from the MPCB. It is pertinent to note that, in the year 2015, the Respondent No. 17 made an application to the MPCB to grant them the consent to operate the RMC plant wherein the MPCB informed the Respondent No.17 that as they were operating the plant since 2011 for the captive use, the respondent No.17 shall pay penalty of Rs. 1,00,000/- for MPCB to consider the application for granting the consent to operate. Thereafter, as the Respondent No. 17 paid the penalty amount of Rs. 1,00,000/- on 04/10/2016. Thereafter, the respondent No. 17 then paid an amount of Rs. 10,000/- towards the fees for obtaining consent to operate on 11/08/2017. Thereafter, the MPCB further asked the Respondent No. 17 to pay the additional amount of Rs. 15,000/- towards the fees from the year 2011 to 2017 which was paid by the Respondent No. 17 on 20/09/2017. Hereto marked and annexed as "Annexure -A" are the copies of the receipts of the amount paid to MPCB.



3. I say and submit that consent to operate was granted on 25/11/2013 for total plot area of 2,31,000 Sq. Mtrs. and built up area of 75,270.21 Sq. Mtrs. which was valid upto 31/01/2015. Second consent to operate was granted on 06/11/2015 for total plot area of 2,31,000 sq.mtrs. and built up area of 79,847.36 sq.mtrs. which was valid upto 31/01/2017. Further, the application for renewal of consent to operate was made on 28/08/2016 and the same was granted on 02/08/2018 for total plot area of 2,31,000 sq.mtrs. which was valid upto 31/01/2020. In the meantime the Respondent No. 17 after completing the construction work of Phase I, II and III of the River Residency Project had formed phase wise society of the flat purchasers and had handed over all the assets, amenities and permission with all the document to the respect societies. It is pertinent to note that vide letter dated 07/10/2019, the Respondent No. 17 had specifically directed the respective societies that the consent to operate in respect of STP is valid till 31/01/2020 and the future renewal and its day to day operation shall be performed by the respective societies. Therefore, the responsibility of renewal and maintenance of the STP is of Respondent No. 15. Further, vide mail dated 24/06/2015 the Respondent No. 17 had also handed over the assests of phase I of the said project to the respondent No. 15. Thereafter on 23/04/2016, the Respondent No. 17 had handed over the balance sheet and accounts to the



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respondent no. 15 which has been acknowledged by the members of the condominium. Further it is pertinent to note that the Respondent No. 17 vide letters dated 15/06/2015, 03/06/2015, 12/06/2015 and 17/06/2015 has handed over the Nature Park, 1 BHK Common Amenities, Podium, Club House, Swimming Pool and Multi Purpose Court to the Respondent No. 15. thereafter in 2017, Phase II of the said project was handed over to the Respodnent No 15 and in the year 2018 phase III was handed over to the Respondent no. 15 which is evident from the emails dated 27/01/2017 and 16/06/2018. Hereto marked and annexed as "Annexure -B" are the copies of the letters and emails.

4. I say and submit that no cause of action has arisen under the National Green Tribunal Act, 2010 and more specifically under Section 14 of the said act as has been sought to be alleged by the Applicant herein. I say and submit that the present Respondent No. 17 had obtained the Commencement Certificate for the said project on 24/02/2011 and thereafter the Respondent No. 17 had also obtained EC dated 07/10/2011 in respect of the said project. It is evident from Para 65b of the application that the present original applicant had issued a legal notice dated 05/07/2017 to Respondent No. 17 along with all the concerned authorities wherein he had raised all the issues which are raised in the present Original Application no. 56/2020. Thus, he was totally



aware of the said allegations since 2017 inspite of which he has filed the present original application in 2020. It is pertinent to note that, there is substantially and unwarranted delay in filing of the present original Application. Further, this Hon'ble Tribunal has recently held in the matter of Original Application No. 63/2019 dated 01/12/2022 Ajay Jayvantrao Bhosale v. Union of India &Ors that cause of action has to date back to when the construction actually arose and that subsequent knowledge would not give rise to cause of action to file an Original Application under Section 14 of the National Green Tribunal Act, 2010. Therefore as per Section 14 of the National Green Tribunal Act, 2010, the present Application is to be dismissed as barred by the limitation. Hereto marked and annexed as "Annexure -C" is the copy of the Judgment passed in Original Application No. 63/2019 dated 01/12/2022 i.e. Ajay Jayvantrao Bhosale v. Union of India & Ors.

5. Therefore, in the facts and circumstances above mentioned I say and submit that the said Application deserves to be dismissed with cost.
6. I crave leave to file additional affidavit in future if found necessary.

Whatever stated hereinabove is true and correct to the best of my knowledge and belief.



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Solemnly affirmed by me at Pune on this Day of July, 2023.

Identified by me,

Chetan R. Nagare
Siddhi S. Mirghe

Mr. Chetan R. Nagare
Ms. Siddhi S. Mirghe
Advocates for Respondent No. 17

Deponent

[Signature]

Before me



BEFORE ME

Rekha Nirutti
REKHA NIRUTTI RAJG. RE
NOTARY GOVT. OF INDIA
PUNE

11 0 JUL 2023



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**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL,
WESTERN ZONE BENCH AT, PUNE
ORIGINAL APPLICATION NO. 56/2020 (WZ)**

Tanaji Balasaheb Gambhire _____ Applicant

V/S

1. The Chief Secretary,

Government of Maharashtra & Others

_____ Respondents

ANNEXURE INDEX

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महाराष्ट्र प्रदूषण नियंत्रण मंडळ

Industries

Applications | Dashboard | Change Password | Industry Documents | Logout

Payment details for application

Payment for	Status	Amount	Action
Consent Fee	Paid	10000.00 INR	Download Receipt
Additional fees from year 2011-2017	Paid	15000.00 INR	Download Receipt

InterBank-NEFT Transfer Credit Alert

Bankalerts@kotak.com <Bankalerts@kotak.com>

Tue 04-10-2016 15:03

To: IPG Accounts

Dear Customer,

We wish to inform you that Rs. 100000 has been credited to destination account as per your request for NEFT Transaction on 04-10-2016 at 13:27:08. Please find the details as below:

Bank Name: STATE BANK OF INDIA
Destination Account Number: 33874078751
Beneficiary Name: MAHARASHTRA POLLUTION CONTROL BOARD
Debit Bank Account Number: XX0521
UTR Reference Number: KKBKH16278660477

Now Simplify & Organise your Finances with Kotak Money Watch: [Click here](#) Track Expenses, Plan Investments, Set Budgets
File Taxes, etc in most secure way.

IMPORTANT: Please do not reply to this message or mail address. For any queries, please call our 24 Hrs Customer Contact Centre at our toll free number*- 1860 266 2666 or use Mail link after logging into Net Banking. (*[Click here](#), if the toll free numbers are not supported by your service provider)

DISCLAIMER: This communication is confidential and privileged and is directed to and for the use of the addressee only. The recipient if not the addressee should not use this message if erroneously received, and access and use of this e-mail in any manner by anyone other than the addressee is unauthorized. The recipient acknowledges that Kotak Mahindra Bank may be unable to exercise control or ensure or guarantee the integrity of the text of the email message and the text is not warranted as to completeness and accuracy. Before opening and accessing the attachment, if any, please check and scan for virus.

MAHARASHTRA POLLUTION CONTROL BOARD

SUB REGIONAL OFFICE, PIMPRI CHINCHWAD

Phone : 020-26811800

Jug Center, 3rd floor, Municipal Road, Wakdevadi

Fax : 020-26811029



Email : stropure2@mpcb.gov.in

Pune - 411003

Visit At : <http://mpcb.gov.in>

Green S.S.I

Date; 25/09/2017.

Consent No: MPCB/SRO PIMPRI CHINCHWAD/1709000886

Consent to Operate under Section 26 of the Water (Prevention & Control of Pollution) Act, 1974 & under Section 21 of the Air (Prevention & Control of Pollution) Act, 1981 and Authorization / Renewal of Authorization under Rule 5 of the Hazardous Wastes (Management, Handling & Transboundry Movement) Rules 2008

[To be referred as Water Act, Air Act and HW (M&H) Rules respectively].

CONSENT is hereby granted to

M/s. River Residency Developērs,
S. No. 90, Chikhali,
Tal-Haveli, Dist-Pune

located in the area declared under the provisions of the Water Act, Air act and Authorization under the provisions of HW(M&H) Rules and amendments thereto subject to the provisions of the Act and the Rules and the Orders that may be made further and subject to the following terms and conditions

1. The Consent to Operate is granted for period up to - 31/12/2019. ||
2. The Consent is valid for the manufacture of -

Sr. No.	Product Name	Maximum Quantity	UOM
1	Ready mix concrete	30.0	M3/Hr

CONDITIONS UNDER WATER ACT:

- (i) The daily quantity of trade effluent from the factory shall not exceed Nil
- (ii) The daily quantity of sewage effluent from the factory shall not exceed 0.5 M³
- (iii) Trade Effluent: NA.

(iv) Trade Effluent Disposal: NA.

- (v) **Sewage Effluent Treatment:** The applicant shall provide comprehensive treatment system as is warranted with reference to influent quality and operate and maintain the same continuously so as to achieve the quality of treated effluent to the following standards.

- (1) Suspended Solids Not to exceed 100 mg/l
- (2) BOD 3 days 20°C Not to exceed 100 mg/l



TRUE COPY

Handwritten signature

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(vi) **Sewage Effluent Disposal:** The treated domestic effluent shall be soaked in a soak pit, which shall be got cleaned periodically. Overflow, if any, shall be used on land for gardening / plantation only.

(vii) **Non-Hazardous Solid Wastes:**

Sr. No.	Type Of Waste	Quantity	UOM	Treatment	Disposal
1

Other Conditions: Industry should monitor effluent quality regularly.

2. The applicant shall comply with the provisions of the Water (Prevention & Control of Pollution) Cess Act, 1977 (to be referred as Cess Act) and amendment Rules, 2003 there under

The daily water consumption for the following categories is as under:

(i) Domestic purpose	...	1.0 CMD
(ii) Water gets Polluted & Pollutants are Biodegradable	...	20.00 CMD
(iii) Water gets Polluted, Pollutants are not Biodegradable & Toxic	...	0.00 CMD
(iv) Industrial Cooling, spraying in mine pits or boiler feed	...	0.00 CMD

The applicant shall regularly submit to the Board the returns of water consumption in the prescribed form and pay the Cess as specified in Section 2 of the said Act

3. **CONDITIONS UNDER AIR ACT :**

(i) The applicant shall install a comprehensive control system consisting of control equipments as is warranted with reference to generation of emissions and operate and maintain the same continuously so as to achieve the level of pollutants to the following standards:

a. **Control Equipment:**

Industry shall provide dust collector of sufficient capacity to control the emissions.

b. **Standards for Stack Emissions:**

i) SPM/TPM	Not to exceed	150 mg/Nm ³
ii) SO ₂	Not to exceed

Conditions for D.G. Set

- Noise from the D.G. Set should be controlled by providing an acoustic enclosure or by treating the room acoustically.
- Industry should provide acoustic enclosure for control of noise. The acoustic enclosure acoustic treatment of the room should be designed for minimum 25 dB(A) insertion loss or for meeting the ambient noise standards, whichever is more restrictive. A suitable exhaust muffler with insertion loss of 25 dB(A) shall also be provided. The measurement of insertion loss will be done at different points at 1.5 meters from acoustic enclosure/room and then average.
- The industry shall take adequate measures for control of noise levels from its own sources within the premises in respect of noise to less than 75 dB(A) during day time and 70 dB(A) during the night time. Day time is reckoned between 6 a.m. to 10 p.m. and night time is reckoned between 10 p.m. to 6 a.m.



- d. Industry should make efforts to bring down noise level due to DG set, outside industrial premises, within ambient noise requirements by proper siting and control measures.
- e. Installation of DG Set must be strictly in compliance with recommendations of DG Set manufacturer.
- f. A proper routine and preventive maintenance procedure for DG set should be set and followed in consultation with the DG manufacturer which would help to prevent noise levels of DG set from deteriorating with use.
- g. D.G. Set shall be operated only in case of power failure.
- h. The applicant should not cause any nuisance in the surrounding area due to operation of D.G. Set.

4. The applicant shall observe the following fuel pattern:-

Sr. No.	Type Of Fuel	Quantity	UOM
1	HSD	10.0	Ltr/Hr

- (a) The applicant shall erect the chimney(s) of the following specifications:-

Sr. No.	Chimney Attached To	Height in Mtrs.
1	D.G Set-180 KVA	20 mtr above roof

1. The applicant shall provide ports in the chimney(s) and facilities such as ladder, platform etc. for monitoring the air emissions and the same shall be open for inspection to/and for use of the Board's Staff. The chimney(s) vents attached to various sources of emission shall be designated by numbers such as S-1, S-2, etc and these shall be painted/ displayed to facilitate identification.
2. The industry shall take adequate measures for control of noise levels from its own sources within the premises, so as to maintain ambient air quality standard in respect of noise to less than 75 dB(A) during day time and 70 dB(A) during night time. Day time is reckoned in between 6 a.m. and 10 p.m. and night time is reckoned between 10 p.m. and 6 a.m.

(b) Other Conditions:

1. The industry should not cause any nuisance in surrounding area.
2. The industry should monitor stack emissions and ambient air quality regularly.

5. CONDITIONS UNDER HAZARDOUS WASTE (MANAGEMENT, HANDLING & TRANSBOUNDARY MOVEMENT) RULES, 2008:

- (a) The Industry shall handle hazardous wastes as specified below.

Sr. No.	Type Of Waste	Quantity	UOM	Disposal
1				

(i) Treatment: NIL

1. The authorization is hereby granted to operate a facility for collection, storage, transport & disposal of hazardous waste.
2. The industry should comply with the Hazardous Waste (M&H) Rules, 2003.
3. Whenever due to any accident or other unforeseen act or even, such emissions occur or is apprehended to occur in excess of standards laid down, such information shall be forthwith Reported to Board, concerned Police Station, office of Directorate

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of Health Services, Department of Explosives, Inspectorate of Factories and Local Body. In case of failure of pollution control equipments, the production process connected to it shall be stopped.

b. Industry shall obtain registration from CPCB as a re-refiner of Used oil having environmentally sound technology as per the provisions of Hazardous Waste (Management & Handling) Rules 1989 & Amendment Rules 2003 before commencement of production.

c. The unit has to display and maintain the data online outside the factory main gate in Marathi & English both on a 6'x4' display board in the manner and the report of the compliance along with photograph shall be submitted to this office & concerned Regional Office/ Sub Regional Office.

d. It shall be ensured that the Hazardous waste is handled, managed & disposed of strictly in accordance with the Hazardous Waste (Management & Handling) Rules 1989 as amended in 2003 and shown & submitted to the Board as & when asked for.

6. **Industry shall comply with following additional conditions:**

The applicant shall maintain good housekeeping and take adequate measures for control of pollution from all sources so as not to cause nuisance to surrounding area / inhabitant.

The applicant shall bring minimum 33% of the available open land under green coverage, tree plantation.

Solid waste - The non hazardous solid waste arising in the factory premises, sweepings etc. be disposed of scientifically so as not to cause any nuisance to the surrounding. The applicant shall take necessary permissions from civic authorities for a separate dumping ground.

The applicant shall provide for an alternate electric power source sufficient to operate all pollution control facilities installed by the applicant to maintain compliance with the terms and conditions of the consent. In the absence, the applicant shall stop, reduce or otherwise, control production to abide by terms & conditions of the consent regarding pollution levels.

The applicant shall not change or alter quantity, quality, the rate of discharge, temperature or the mode of the effluent / emissions or hazardous wastes or control equipments provided for without previous written permission of the Board.

The applicant shall provide facility for collection of environmental samples and samples of water and sewage effluents, air emissions and hazardous wastes to the Board at the terminal or designated points and shall pay to the Board for the services rendered in the behalf.

The applicant shall make an application for renewal of the consent at least 60 days before the expiry of the consent.

The applicant shall submit the annual report on or before 31st September every year, the details of the compliance Report for the financial year ending 31st March in the prescribed form. Also refer the provisions of rule 11 of the Environment (Protection) (Sewage and Effluent) Rules, 1992.



- ix. As inspection book shall be opened and made available to the Board's officers during their visit to the applicant.
- x. The applicant shall install a separate electric meter showing the consumption of energy for operation of domestic and industrial effluent treatment plants and air pollution control system. A register showing consumption of chemicals used for treatment shall be maintained.
- xi. Separate drainage system shall be provided for collection of trade and sewage effluents. Terminal manholes shall be provided at the end of collection system with arrangement for measuring the flow. No effluent shall be admitted in the pipes sewers down stream of the terminal manholes. No effluent shall find its way other than in designed and provided collection System.
- xii. Neither storm water nor discharge from other premises shall be allowed to mix with the effluents from the factory.
7. The Board reserves the right to review, amend, suspend, revoke etc. this consent and the same shall be binding on the industry.
8. This Consent should not construed as exemption from obtaining necessary NOC/permission from any other government authorities.
9. The industry shall submit Bank Guarantee of Rs. 50000/- for operation and maintenance of pollution control equipment.
10. The Capital investment of the industry is Rs. 67.90 Lacs.



For and on behalf of the
Maharashtra Pollution Control Board



(S. Salunkhe)
Regional Officer
Pimpri Chinchwad

To,
M/s. River Residency Developers,
S. No. 90, Chikhali,
Tal-Haveli, Dist-Pune
Received Consent fee of -

Sr. No.	Amount(Rs.)	UTR NO.	Date
1	10,000.00	TXN1708001083	11/08/2017
2	15,000.00	TXN1709001890	20/09/2017

Copy submitted to Regional Officer Pune.

TRUE COPY

From: Sanjeev Anand <sanjeev@iparmar.com>
Sent: Wednesday, June 24, 2015, 11:41
To: sanjay@iparmar.com <sanjay@iparmar.com>; 'Amit Kothari' <amit.kothari@iparmar.com>
Cc: anand@iparmar.com <anand@iparmar.com>; 'Darshana me Parmar' <darshana@iparmar.com>
Subject: FW: Phase 1 Assets handover

Dear Sanjay,

Thanks for the assistance, all assets handed over to Condominium Yesterday. Now we need to work on sharing the maintenance expenses for these.

With Warm Regards

From: Ashish Yeragi [<mailto:ashish.yeragi@iparmar.in>]
Sent: 24 June, 2015 10:53 AM
To: Chandrakant Patil; IPG Planning
Cc: Sanjeev Anand; Parikshit Gaherwar
Subject: Phase 1 Assets handover

Dear Chandrakant Sir,

As per above subject our phase 1 Development assets are handed over to condominium dept.

Please find attached handover copy.

Dear Ratish Sir,

Please feed these handover sheets at System as per instructed by GM Sir.

Regards
Ashish Yeragi

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HANDOVER OF Nature Park

DATE : 15/06/2015

Following Items are handed over from Engineering Dept. To Condominium Dept.

DOCUMENTS :

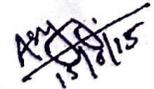
1. Hard Copy of Location Drawing of Nature Park
2. Hard Copy of Plantation Details
3. Hard Copy of Electrical Layout
4. Hard Copy of Plumbing Layout
5. Hard Copy of Tiling Layout

Material :

1. Gazebo = 2 No
2. Benches = 6 No
3. Gate keys = 1 Set

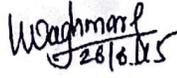
All Plumbing & Electrical supply checked

HANDED OVER BY


15/6/15

MR. ASHISH YERAGI

HANDOVER TAKEN BY


28/6/15

MR. VIVEK WAGHMARE

CHECKED BY


15/6/15

MR. PARIKSHIT GAHERWAR



Parmar's
Residency
 they aspire. you achieve.

HANDOVER OF Podium

DATE : 03/06/2015

Following Items are handed over from Engineering Dept. To Condominium Dept.

DOCUMENTS :

1. Hard Copy of Gazebo & pergola Drawing
2. Hard Copy of Layout Drawing
3. Hard Copy of Parking Layout of Podium
4. Hard Copy of Concealed Electrical Drawing of Podium slab
5. Hard Copy of Plantation Details Drawing
6. Hard Copy of Sieves Drawing of Sump

Material :

1. Play Equipment = 2 Set.
2. Gazebo = 2 Nos
3. All Electrical supply working on common Meter = 1 Set
4. Benches = 15 No
5. Foot Lamps = 24 No
6. Post top Lamps = 29 No
7. Bollard Lights = 06 No
8. Parking Lights = 185 Nos
9. Drip Irrigation system = 1 Set
10. Store Room at Parking = 1 No
11. Telephone Room = 1 No
12. T V Room = 1 No
13. Common Meter Panel Room = 1 No

HANDED OVER BY

Ashish Yeragi
 03/06/15

MR. ASHISH YERAGI

HANDOVER TAKEN BY

Vivek Waghmare
 26/6/15

MR. VIVEK WAGHMARE

CHECKED BY

Parshit Gaherwar

MR. PARSHIT GAHERWAR



Parmar's
River Residency
 they aspire. you achieve.

HANDOVER OF CLUB HOUSE

DATE : 12/06/2015

Following Items are handed over from Engineering Dept. To Condominium Dept.

DOCUMENTS :

1. Hard Copy of RCC Drawing
2. Hard Copy of Architectural Drawing
3. Hard Copy of Interior Drawings
4. Hard Copy of Electrical Drawing

Material :

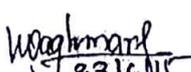
1. Pvc Chairs = 70 No
2. Reception Table = 1 No
3. Gym equipment = 1 set (as per drawing)
4. Indore Play game equipment = 1 Set (as per Drawing)
5. A C = 6 No
6. Rubber Mat = 10 No
7. Potted Plant = 97 No
8. OHWT Keys = 3 Set
9. All door keys = 16 Set

All Plumbing & Electrical supply checked

HANDED OVER BY


 MR. ASHISH YERAGI

HANDOVER TAKEN BY


 MR. VIVEK WAGHMARE

CHECKED BY


 MR. PARIKSHIT GAHERWAR



Parmar's
River Residency
they aspire. you achieve.

HANDOVER OF Swimming Pool

DATE : 12/06/2015

Following Items are handed over from Engineering Dept. To Condominium Dept.

DOCUMENTS :

1. Hard Copy of Architectural Drawing
2. Hard Copy of Plumbing & electrical layout
3. SS Gate drawing

Material :

1. 5 HP Pump = 2 set
2. Pump Room Keys = 1 Set
3. Deck Chamber Keys = 1 Set

All Plumbing & Electrical supply checked

HANDED OVER BY

MR. ASHISH YERAGI

HANDOVER TAKEN BY

MR. VIVEK WAGHMARE

CHECKED BY

MR. PARIKSHIT GAHERWAR



HANDOVER OF 1 BHK Common Amenities

DATE : 15/06/2015

Following Items are handed over from Engineering Dept. To Condominium Dept.

Details of Common Amenities : Gym, Society Manager's House & Office

DOCUMENTS :

1. Hard Copy of Interior Drawings
2. Hard Copy of Gym installation Report

Material :

1. Pvc Chairs = 6 No
2. Gym equipment = 1 set (as per drawing) ✓
3. Indore Play game equipment = 1 Set (as per Drawing) ✓
4. All door keys = 3 Set ✓

All Plumbing & Electrical supply checked

HANDED OVER BY

MR.ASHISH YERAGI

HANDOVER TAKEN BY

MR.VIVEK WAGHMARE

CHECKED BY

MR. PARIKSHIT GAHERWAR



Parmar's
Residency
they aspire. you achieve.

HANDOVER OF MULTI PURPOSE COURT

DATE : 17/06/2015

Following Items are handed over from Engineering Dept. To Condominium Dept.

DOCUMENTS :

1. Hard Copy of RCC drawing
2. Hard Copy of stair case details drawing
3. Hard Copy of Electrical Layout
4. Hard copy of multi purpose court details drawing

Material :

1. Handball goal post= 1 Set
2. Badminton net pole = 1 Set
3. Basketball pole = 1 Set

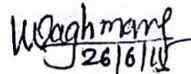
All Electrical supply checked

HANDED OVER BY


17/06/15

MR.ASHISH YERAGI

HANDOVER TAKEN BY


26/6/15

MR.VIVEK WAGHMARE

CHECKED BY



MR. PARIKSHIT GAHERWAR

MINUTES OF MEETING				
11:00 AM TO 02:00 PM @ IPG Office			23-Apr-16	
Account Handover Meeting				
Participants:				
Ishwar Parmar Group		River Residency Phase I Apartment Condominium		
Col Sanjeev Anand (Retd)		Mr Vikas Sane	President	
Mr Amit Kothari		Mr Sachin Durgakeri	Treasure	
		Mr Danesh Kamath	Member	
		Mr Vijay Mishra	Consultant	
SL.	POINTS DISCUSSED	DECISION	RESPONSIBILITY	DUE DATE
1	Rs 3,30,000/- receivable as maintenance amount for two years from members.	Rs 50,000/- is already collected by IPG and will be deposit on 25 April 2016. Rs 2,80,000/- is still receivable and IPG will be responsible to collect and handover to Phase I condominium	Amit Kothari	To be confirmed on 25 April 2016
2	26AS statement of River Residency Phase I Apartment Condominium	Statement handed over.	Closed	
3	Details of provision for expenses made on 31 March 2016	Statement handed over.	Closed	
4	Bifurcation of expenses incurred under the head Repairs & Maintenance	Statement handed over.	Closed	
5	Payment made to commissioner PCMC	Payment is made for water supplied by PCMC	Closed	
6	Borewell payment	Payment is made on the request of committee (Mr. Avinash Agarwal Mail of 09 Jun 2015). Email is handed over.	Closed	
7	Bank statement before 17 October 2014	It is informed that bank account is opened on 17 October 2014	Closed	
8	NOC from existing auditor for FY 2016-17	NOC will be provided in 15 days time.	Amit Kothari	10-May-16
9	Reconciliation of amount received and paid.	Statement handed over.	Closed	
10	Discrepancy in payment of bills of Sukhad Gawara for the months of July, August and September 2015 raised by core committee.	Necessary counter bills about the payment of 35.42% share of IPG has been provided and issue is settled.	Closed	
11	Original bills and voucher file from 01/04/2014 to 31/03/2016 to be transfer to condominium office.	Mr Sachin Durgakeri and Mr Vijay Mishra will be collecting from Mr Amit Kothari	Closed	Date of transfer will be intimated by Mr Sachin on 25 April 2016

We the undersigned committee members of River Residency Phase I Apartment Condominium have reviewed the balance sheet and accounts and have no objection to take over. Approved balance sheet is attached herewith.

Col Sanjeev Anand (Retd)

Mr Amit Kothari

Mr Vikas Sane

Mr Sachin Durgakeri

Mr Danesh Kamath

23/04/2016

rom: Sanjay Nanoti <sanjay.nanoti@iparmar.com>
Sent: Friday, January 27, 2017, 13:50
To: Sanjeev Anand <sanjeev@iparmar.com>
Cc: Darshana Parmar <darshana@iparmar.com>; Anand Jain <anand@iparmar.com>
Subject: FW: STP/DG/OWC Consent Renewal

Dear Sir

As advised pl. find appended mail conformation on caption subject from PH I while awaiting PH II conformation. They are seeking all original receipts post renewal.

We have advised them the renewal for 1 or 2 yrs renewal will be beneficial for them while managing the maintenance fund. However they have communicated renewal for 6 yrs with caution(looking forward).

Regards

Sanjay

From: River Residency [<mailto:stpriver2017@gmail.com>]
Sent: Friday, January 27, 2017 1:39 PM
To: Sanjay Nanoti
Cc: ds_kamath123@rediffmail.com; sachin durgakeri; Abhijit Chavan; Arun Sundarrajan; vikas sane; n_bhakare@yahoo.co.in; Rr_committee@yahoo.com; Prakash Jukantwar; B S Satpute; cssaste@rediffmail.com; Vijay Suryawanshi; Urmila Santosh phenany; sachin.pawar@ksb.com; Sunil Bhupati; Facility Team -River Residency; Pavan Deshmukh; Jatin Kataria; niranjanvt2005@gmail.com; Mahesh Mali; sachin.vairagade@rediffmail.com
Subject: Fwd: STP/DG/OWC Consent Renewal

Dear Sir,

Reference to meeting had today morning we request IPG to go ahead with consent to operate renewal for STP/DG/OWC.

We are looking forward to get consent for tenure of six (6) years.

After renewal all original documents required for consent, consent copy should be submitted to RR Phase I & II for future correspondence.

RR Phase I & II shall be liable to pay the government fees required as per MPCB norms with original receipts.

IPG shall deduct the amount from the accounts which is payable to Phase I.

Proportionate ratio Phase I 65% & Phase II 35% of total amount.

Phase II will sent an separate email of confirmation on subject.

We request for acknowledgement & confirmation via email.

Thanks & Regards,
Abhijit

----- Forwarded message -----

From: River Residency <stpriver2017@gmail.com>
Date: Wed, Jan 25, 2017 at 12:24 PM

Subject: STP/DG/OWC Consent Renewal

To: sanjay.nanoti@iparmar.com

Cc: ds_kamath123@rediffmail.com, sachinbdurgakeri@gmail.com, abhi01ster@gmail.com, arunsundarrajan@gmail.com, vikasnsane@gmail.com, n_bhakare@yahoo.co.in, Rr_committ ee@yahoo.com, pjukantwar@gmail.com, b.s.satpute@gmail.com, cssaste@rediffmail.com, vijay220481@gmail.com, talk2urmi@gmail.com, sachin.pawar@ksb.com, sunilbhupati@gmail.com, facility.rr@gmail.com, deshpavan@gmail.com

Dear Sir,

Hope you are doing good.

We understand the attached consent is due for renewal by end of Jan 2017.

We are in process of renewal & shall require the info as per attached doc at earliest to fasten the process.

Subject consent was done under **Infrastructure/Orange/LSI** wherein LSI states for Large Scale Industry.

We shall require the LSI Certificate used while applying for consent earlier, details of planning authority, name of planning authority, partner & other details if any, industry registration number to create login & password.

Immediate response shall be highly appreciated.

Await for you confirmation asap.

Thanks & Regards,

Abhijit

River Residency Phase I Condominium

From: Sanjeev Anand <sanjeev@iparmar.com>
Sent: Monday, June 18, 2018, 09:55
To: Anand Jain <anand@iparmar.com>; Darshana Parmar <darshana@iparmar.com>;
Praful Jaware <praful.jaware@iparmar.com>
Subject: FW: RR SITE_STP_ONLINE MONITERING SYSTEM_TRAINING DEMO SCAN

Dear All,

The handing over demonstration of online monitoring equipment has been completed and the detailed report is attached.

With Warm Regards

From: Sourabh Sinnarkar
Sent: 16 June, 2018 6:34 PM
To: Sanjeev Anand
Cc: IPG Purchase; Pramod Bhalerao
Subject: RR SITE_STP_ONLINE MONITERING SYSTEM_TRAINING DEMO SCAN

Dear Sir,

Reference to instruction, today STP Monitoring system Demo/Handover work completed.

For Phase I & II

- 1) Demo Completed
- 2) Attended by Mr. Sachin Pawar (Phase II Customer), Mr. Abhijeet Chvhan (Phase I Customer), Representative of STP operating vender & STP Operators.
- 3) Sign on Handing over documents not done, they will sign documents after receiving login id & password.
- 4) 2 Question raised by customer – i) Ask if had any Buzzer provision to panel for exceeding limits & ii) Initial calibration certificate of UV lamp/system.

For Phase III

- 1) Demo Completed
- 2) Attended by Mr. Harish (Phase III Facility Manager), Mr. Sunil Dethe (Phase III Supervisor) & STP Operater. (No single customer present for training/demo)
- 3) Sign on Handing over documents done by Harish.

Demo/Training conducted by Horiba India Pvt Ltd & PT Ecological Services Pvt Ltd representatives.

Scan copy of Horiba receipt attached.

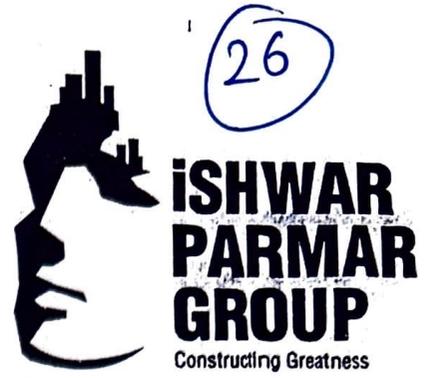
1120

25

Above is for your information.

Thanking You

Sourabh Sinnarkar



To,
The Chairman,
River Residency Phase 1, 2 & 3
Chikhali, Pune-411062

07 Oct 2019

Sub-Operation, Maintenance and compliance of Environment related Aspects in Society

Dear Sir,

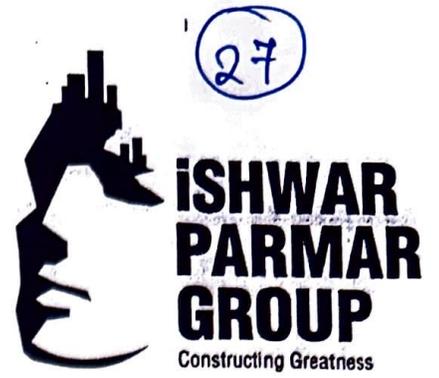
1. Kindly find enclosed following documents.

- a) Copy of Environment Clearance 03 Jan 2019 for River Residency vide Letter No. SEAC-2011/CR620/TC dated 07 October 2011.
- b) Copy of Consent to Operate granted vide MPCB letter No. format 1.0/BO/RO-HQ/CC-1808000103 dated 02-08-2018
- c) Corrections to consent to operate letter submitted to MPCB vide our letter No. IPG/ENGG/RRC/SA/19/2018 dated 30-08-2018.

2. It is hereby intimated that as per existing guidelines, the society/Condominium needs to maintain all environment related infrastructure installed and handed over to society. The infrastructure which needs to be maintained as per the norms laid down are

- a) Sewage Treatment plant. b) Organic Waste converter.
- c) Generators. d) Solar hot water system.

3. As part of maintenance of Environment related infrastructure, there is a need to operate, maintain and monitor these assets regularly for their optimal performance as per the norms laid down by various government agencies. This includes recycling of waste water, segregation of biodegradable & non biodegradable dry waste, utilization of solar water heating system and maintenance of generators.



4. Also it will be pertinent to maintain that it is mandatory for society to renew Consent To Operate from MPCB on regular basis. The present Consent To Operate is valid till 31 Jan 2020, the process for renewal of same should commence at least two months before the date of expiry of consent. The necessary fees etc. need to be borne by society for obtaining the same.

5. In case some assistance is needed to facilitate renewal of Consent To Operate from us, we can assist / guide your committee in obtaining the same. However, notwithstanding the assistance extended, the sole responsibility with respect to operation, maintenance and obtaining government approvals will rest with Society alone, as these assets have been handed over to your society and are currently being operated and maintained by concerned society.

Yours Sincerely

A handwritten signature in black ink, appearing to read "Darshana", is written over the typed name.

Ms. Darshana Parmar Jain Pune

on behalf of Ishwar Parmar

Item No. 4

(Pune Bench)

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

(By Video Conferencing)

Original Application No. 63/2019(WZ)
(I.A. No. 100/2019 & I.A. No. 86/2021)

Mr. Ajay Jayvantrao Bhosale

.....Applicant

Versus

Union of India through MoEF&CC & Ors.

....Respondent(s)

Date of hearing: 01.12.2022

**CORAM: HON'BLE MR. JUSTICE DINESH KUMAR SINGH, JUDICIAL MEMBER
HON'BLE DR. VIJAY KULKARNI, EXPERT MEMBER**

Applicant : Mr. Nitin Lonkar, Advocate
Respondent(s) : Ms. Manasi Joshi, Advocate for R-1, 6 & 7
Mr. Aniruddha Kulkarni, Advocate for R-3 to 5
Mr. S. Swaminathan, Advocate for R-8 & 9/PCMC
Mr. Saket Mone along-with Mr. Abhishek Salian,
Advocates for R-11/PP

ORDER

1. Today this matter is listed on the issue of limitation against which objection has been filed by the learned Counsel for the Applicant.
2. Heard the arguments of learned Counsel for the Applicant Mr. Nitin Lonkar and learned Counsel for Respondent No. 11/Project Proponent- Mr. Saket Mone along-with learned Counsel Mr. Abhishek Salian.

I.A. No. 86/2021(WZ)

3. This I.A. has been filed by the Respondent No. 11/Project Proponent (PP), praying for dismissal of the Original Application No. 63/2019(WZ). The main ground which has been set up in this application is that Original Application is time barred, therefore, it requires to be dismissed at the threshold itself. The core issue raised by the Applicant is

that the Respondent No. 11 did not obtain prior Environmental Clearance (EC) with respect to the project in question.

4. As per the Project Proponent (PP), he commenced the construction and excavation in the year, 2012, therefore, the cause of action in respect of the alleged construction first arose in the year, 2012 which is well over 07 years from the date of the filing of the present Original Application.

5. The Sections 14 and 15 of the National Green Tribunal Act, 2010 provide for 06 months from the date when the cause of action first arose within which the Original Application ought to have filed. Therefore, if the 06 months period is calculated from the year 2012, it would expire in the year 2013 and as regards Section 15, it provides for 05 years period from the date of cause of action first arose, which too would expire in the year, 2017, while the Original Application has been filed on 14.08.2019.

6. The learned Counsel for the Respondent No. 11 has drawn our attention to para no. 40 of the main petition, where-in it is stated by the Applicant that the Project Proponent carried out illegal construction on 0 sq. mtrs. to 18500 sq. mtrs. vide sanction dated 24.11.2016.

7. As per the Applicant in O.A., the Project Proponent had intention to go on beyond 36,500 sq. mtrs. vide sanction dated 31.03.2018. The civil construction activity is recurring process. The Project Proponent/Respondent No. 11 has increased the project capacity from 0 sq. mtrs to 18500 sq. mtrs. from 2011 to 19.05.2018, therefore, it is nothing but a recurring cause of action for building construction activity.

8. The Applicant in Original Application had obtained information through online search and under RTI Act from 2017 to 18.05.2018 and thereafter had sent legal notice through Counsel to the Respondents inviting their attention towards the violations committed by the Project

Proponent. Therefore, the cause of action first arose on 15.06.2019 when SEIAA issued a Show Cause Notice to the Project Proponent.

9. Therefore, 06 months period from 15.06.2019 should be counted, which would end on 14.12.2019, while the present application has been filed on 14.08.2019, therefore, it is within time.

10. As per Respondent No. 11/Project Proponent (PP), the above contention of the Applicant in Original Application is absolutely false because the Applicant is trying to establish the date 19.05.2019 as the date, when the first cause of action arose on the basis of his having obtained information under RTI. It is further argued by the learned Counsel for the Respondent No. 11 that any person may move an RTI application on a particular date of his choice in order to create cause of action so as to bring it within the period of limitation in order to initiate legal proceedings, which cannot be allowed to happen because that is not the intent of law.

11. The learned Counsel for the Respondent No. 11 has placed reliance of the Judgment *Jai Javan Jai Kisan and ors. v. Vidarbha Cricket Association and Ors.* [MANU/GT/0006/2017], where-in relevant para no. 11 is as follows:-

"11. Conjoint reading of Section 14 and 15 of the National Green Tribunal Act reveals that essentially any application moved for claiming reliefs there-under must necessarily present a Civil case wherein substantial question relating to environment or environmental damage arising under the enactments specified in the Schedule-I of the Act (including accident occurring while handling any hazardous substance) is involved. We are, therefore, of the considered opinion that it is the substantial question relating to the environment or environmental damage as aforesaid which gives rise to the cause for an action under the provisions of National Green Tribunal Act, 2010. In the present case, the question raised is about restoration of the environmental damage on account of injury to it as a result of raising VCA Stadium without EC or consent to operate under the provisions of Schedule-I Acts viz Environment (Protection) Act, 1986, the Air (Prevention and

(31)

Control of Pollution) Act 1981 and Water (Prevention and Control of Pollution) Act 1974. As stated herein above, the causes of injury are insufficiency of Effluent Treatment Plant (ETP), open spaces, parking spaces and tree cover. These facts were very much manifest when the VCA stadium became functional in the year 2008. In our opinion, therefore, the cause of action for the present Application arose first when the VCA stadium became functional. There is nothing in the Application to state that these injuries stood compounded further to actuate the Applicants to initiate the action in the present case as framed."

12. Thereafter, the learned Counsel for the Respondent No. 11 has placed reliance on *Graminee Environment Development Foundation v. Balaji Infrastructure Ltd. & Ors.* [(2017) SCC Online NGT 1098], where-in relevant para nos. 11 to 13 are as follows:-

"11. Section 15 (3) of the NGT Act, 2010 in clear terms requires the Application for restitution of the property damaged to be made within the period of five (5) years from the date on which cause for such relief first arose, and provides for discretion to the Tribunal to condone delay for 'sufficient cause' if the application is filed within further period of sixty (60) days and no further. In the present case, the Applicant avers that the cause of action first arose on 24.2.2015, when the letter was addressed by the Member Secretary, Maharashtra Coastal Zone Management Authority (MCZMA) to the Collector, Raigad to take action in respect of the grievance made by the Applicant and yet no action was taken by the authorities. The Applicant has further revealed in her Application that she has been making several complaints to the Authorities about the said grievance, first such complaint being made on 15.9.2014 to the Divisional Commissioner, Konkan Division, Navi Mumbai. Reading of the letter dated 24.2.2015, Annexure 'I' to the Application (Pg.81) reveals the nature of grievance made by the Applicant. In short, the Applicant was aggrieved by the alleged illegal blasting work, storage of minerals and reclamation by Dighi Port Ltd. Similarly, the grievance made with complaint dated 15.9.2014 is regarding alleged illegal work of reclamation of seashore and filling rocks at village Nanavali and intertidal land encroachment without EC by Dighi Port Ltd, and Balaji Infrastructure Ltd.

12. In our considered opinion, making of grievance of the kind in the present case by writing a letter cannot be constituted as 'cause of action' but the actual act or its consequence constitutes 'cause of action' in any case. In the present case, cause of action has arisen as a result of blasting work as well as dumping of rocks etc. by Dighi Port Ltd and its holding Company Balaji Infrastructure Ltd in the said land.

13. A perusal of the Application gives some clue as to when such acts of blasting of hills and dumping of material excavated started. The Applicant has pleaded in her Application that Respondent No.1 encroached upon 3km of seashore of village Nanavali and without permission of any Govt. Authority dumped soil and rocks there. It is further pleaded that Respondent No.1 has been doing illegal activities of levelling, blasting, excavation of land, filling of land space with soil, dumping huge rocks and artificial land spaces without any permission; and in spite of such illegalities going on, Respondent Nos. 2 to 7- Govt. Authorities did nothing. The Applicant in her pleadings referred to EC granted in the name of Dighi Port Ltd on 30th September, 2005 for construction of Port at village Dighi, Taluka Shrivardhan, District Raigad and states that she does not challenge or dispute anything about such EC or any work at Dighi Port and her only grievance is that Respondent No.1 has encroached upon the property and extended various kinds of constructions beyond consented area. These facts as pleaded if read in conjunction with the plaint in Regular Civil Suit No.4 of 2009 filed by the Applicant in the Court of Civil Judge, Junior Division, Shrivardhan, do make sense as to when alleged activity had started. At para-7 of the said plaint, the Applicant has categorically stated that on 26.12.2008 the defendant (therein) i.e. Dighi Port Ltd came at the land adjacent to the house of the Applicant in order to make encroachment and reclaimed the land, and this highhanded activity of Dighi Port Ltd was resisted by the Applicant with objection that they cannot reclaim land by blasting the hills and dumping rocks at the said land. A clear fact emerges that the act of blasting the hill sides, dumping materials illegally and reclamation of land, first started in or about December, 2008. Thus, cause of action for the present Application clearly arose in or about December, 2008."

13. Based on the above provisions of law, it is vehemently argued by the learned Counsel for the Respondent No. 11/Project Proponent that the present application is time barred and needs to be dismissed on that ground alone.

14. During argument, the learned Counsel for the Applicant in Original Application has pointed out that he is relying on para no. 18.25 & 18.26 of the reply affidavit dated 26.10.2021, mentioned at page nos. 981 to 986 of the paper book, which are as follows:-

"18.25. I state that, this Hon-ble Tribunal in the matter of "Forward Foundation, A Charitable Trust and Ors. Vs. State of Karnataka and Ors. (OA No. 222/2014) Judgment dated

7th May, 2015", reported in 2015 SCC Online NGT 5 in dealing with the issue of limitation and cause of action has specifically held as follows-

"24. The expression 'cause of action' as normally understood in civil jurisprudence has to be examined with some distinction, while construing it in relation to the provisions of the NGT Act. Such 'cause of action' should essentially have nexus with the matters relating to environment. It should raise a substantial question of environment relating to the implementation of the statutes specified in Schedule I of the NGT Act. A 'cause of action' might arise during the chain of events, in establishment of a project but would not be construed as a 'cause of action' under the provisions of the Section 14 of the NGT Act, 2010 unless it has a direct nexus to environment or it gives rise to a substantial environmental dispute. For example, acquisition of land simpliciter or issuance of notification under the provisions of the land acquisition laws, would not be an event that would trigger the period of limitation under the provisions of the NGT Act, 'being cause of action first arose'. A dispute giving rise to a 'cause of action' must essentially be an environmental dispute and should relate to either one or more of the Acts stated in Schedule I to the NGT Act, 2010. If such dispute leading to 'cause of action' is alien to the question of environment or does not raise substantial question relating of environment, it would be incapable of triggering prescribed period of limitation under the NGT Act, 2010. [Ref Liverpool and London S.P. and I Asson. Ltd: v. M.V. Sea Success I and Anr., (2004) 9 SCC 512, J. Mehta v. Union of India, 2013 ALL (1) NGT REPORTER (2) Delhi, 106, Kehar Singh v. State of Haryana, 2013 ALL (1) NGT REPORTER (DELHI) 556, Goa Foundation v. Union of India, 2013 ALL (1) NGT REPORTER DELHI 234].

25. In contradistinction to 'cause of action first arose', there could be 'continuing cause of action', 'recurring cause of action' or 'successive cause of action'. These diverse connotations with reference to cause of action are not synonymous. They certainly have a distinct and different meaning in law, 'Cause of action first arose' would refer to a definite point of time when requisite ingredients constituting that 'cause of action' were complete, providing applicant right to invoke the jurisdiction of the Court or the Tribunal. The Right to Sue' or 'right to take action' would be subsequent to an accrual of such right. The concept of continuing wrong which would be the foundation of continuous cause of action has been accepted by the Hon'ble Supreme Court in the case of Bal Krishna Savalram Pujari & Ors. v. Sh. Dayaneshwar Maharaj Sansthan & Ors., AIR 1959 SC 798.

18.26 Further I state that, the **Forward Foundation** Judgment was challenged before the Hon'ble Supreme Court in the matter of **Mantri Technoze Pvt. Ltd. Vs. Forward Foundation, Civil Appeal No. 5016/2016 reported in (2019) 18 SCC 494** has specifically held vide judgment dated 5th March, 2019 and has confirmed the said judgment

of Forward Foundation and even the Review petition of the same has been dismissed vide order dated 06/08/2019 and has thus become final and binding.

"In fact, in the original application before the Tribunal there was no mention of the provision under which it was being filed. It is well settled principal of law that non-mention of or erroneous mention of the provision of law would not be of any relevance, if the Court had the requisite jurisdiction to pass an order. It would be mere irregularity and would not vitiate the application or the judicial order of the Tribunal"

The NGT Act being a beneficial legislation, the power bestowed upon the Tribunal would not be read narrowly. An interpretation which furthers the interests of environment must be given a broader reading. (See Kishore Lal v. Chairman, Employees' State Insurance Corpn. (2007) 4 SCC 579, para 17). The existence of the Tribunal without its broad restorative powers under Section 15(1)(c) read with Section 20 of the Act, would render it ineffective and toothless, and shall betray the legislative intent in setting up a specialized Tribunal specifically to address environmental concerns. The Tribunal, specially constituted with Judicial Members as well as with Experts in the field of environment, has a legal obligation to provide for preventive and restorative measures in the interest of the environment"

"The Tribunal has also jurisdiction under Section 15(1)(a) of the Act to provide relief and compensation to the victims of pollution and other environmental damage arising under the enactments specified in Schedule I. Further, under Section 15(1)(b) and 15(1)(c) the Tribunal can provide for restitution of property damaged and for restitution of the environment for such area or areas as the Tribunal may think fit. It is noteworthy that Section 15(1)(b) & (c) have not been made relatable to Schedule I enactments of the Act. Rightly so, this grants a glimpse into the wide range of powers that the Tribunal has been cloaked with respect to restoration of the environment."

"Section 15(1)(c) of the Act is an entire island of power and jurisdiction read with Section 20 of the Act. The principles of sustainable development, precautionary principle and polluter pays, propounded by this Court by way of multiple judicial pronouncements, have now been embedded as a bedrock of environmental jurisprudence under the NGT Act. Therefore, wherever the environment and ecology are being compromised and jeopardized, the Tribunal can apply Section 20 for taking restorative measures in the interest of the environment."

15. The Applicant in Original Application has also placed reliance upon the important dates and events, which have been quoted by him in para

14 of the reply affidavit, mentioned at page nos. 926 to 928 of the paper book, which are as follows:-

***14. IMPORTANT DATES AND EVENTS:**

I state that, the following events and dates are very important to understand the collusion between the Government Authorities and Respondent No. 11-PP and tactics, favouring practices adopted by the Joint Committee Members and Respondent No. 11-PP;

Sr. No.	Events	Date
1.	<u>1st Application for EC</u>	<u>07.09.2013</u>
2.	<u>1st Show Cause Notice by SEIAA & PS- DoE</u>	<u>30.08.2014</u>
3.	<u>1st Withdrawal Communication for SCN</u>	<u>10.03.2015</u>
4.	<u>1st Consent to Establish</u>	<u>10.03.2015</u>
5.	<u>2nd Application for EC</u>	<u>30.06.2016</u>
6.	<u>2nd Consent to Establish</u>	<u>12.10.2017</u>
7.	<u>3rd Application for EC</u>	<u>06.10.2018</u>
8.	<u>Notice/ Complaint of Original Applicant</u>	<u>19.05.2019</u>
9.	<u>MPCB 1st Site Visit by Field Officer</u>	<u>10.06.2019</u>
10.	<u>2nd Show Cause Notice by SEIAA & PS- DoE</u>	<u>15.06.2019</u>
11.	<u>MPCB 2nd Site Visit by SRO-2</u>	<u>27.06.2019</u>
12.	<u>Filing of OA</u>	<u>14.08.2019</u>
13.	<u>First Order of NGT</u>	<u>22.10.2019</u>
14.	<u>Service to Joint Committee of SEIAA & MPCB</u>	<u>02.11.2019</u>
15.	<u>Personal hearing given to PP by PS-DoE</u>	<u>11.11.2019</u>
16.	<u>2nd Withdrawal Communication for SCN</u>	<u>16.11.2019</u>
17.	<u>Second Order of NGT</u>	<u>10.12.2019</u>
18.	<u>Joint Committee Visit to project site</u>	<u>15.12.2019</u>
19.	<u>Architect Certificates prepared on</u>	<u>20.12.2019</u>
20.	<u>Joint Committee Report filed to NGT</u>	<u>07.01.2020</u>
21.	<u>Third Order of NGT issuing Notice 86 Show cause to PP</u>	<u>05.02.2020</u>
22.	<u>Service to the Respondent No. 11-PP</u>	<u>15.02.2020</u>
23.	<u>Grant of ex-post facto EC</u>	<u>18.02.2020</u>
24.	<u>Appeal No. 26/2020 filed on</u>	<u>19.03.2020</u>
25.	<u>Fourth Order of NGT</u>	<u>13.07.2020</u>
26.	<u>Respondent No. 11-PP Reply Affidavit Sworn on</u>	<u>24.09.2020</u>
27.	<u>Respondent No. 11-PP filed</u>	<u>24.09.2020</u>
28.	<u>Fifth Order of NGT</u>	<u>03.09.2021</u>
29.	<u>Respondent No. 11-PP filed 86/2020 filed on</u>	<u>06.10.2021</u>
30.	<u>Respondent No. 11-PP Corrected Reply Affidavit served on Original</u>	<u>09.10.2021</u>

Applicant

16. He has argued that in this case, there is recurring cause of action and therefore, the date which has stated in his application i.e. 15.06.2019, when the SEIAA issued a Show Cause Notice to the Project Proponent, should be treated to be the date of cause of action.

17. We have heard the arguments of the parties and perused the record and also have gone through the Judgments, which have been relied upon by both the parties, we find that as far as legal position is concerned, Sections 14 & 15 of the National Green Tribunal Act, 2010 provide as follows:-

“Section 14:- Tribunal to settle disputes.-

- (1)
- (2)
- (3) *No application for adjudication of dispute under this Section shall be entertained by the Tribunal unless it is made within a period of six months from the date on which the cause of action for such dispute first arose:*

Provided that the Tribunal may, if it is satisfied that the applicant was prevented by sufficient cause from filing the application within the said period, allow it to be filed within a further period not exceeding sixty days.”

Section 15:- Relief, compensation and restitution –

- (1)
- (2)
- (3) *No application for grant of any compensation or relief or restitution of property or environment under this section shall be entertained by the Tribunal unless it is made within a period of five years from the date on which the cause for such compensation or relief first arose:*

Provided that the Tribunal, may, if it is satisfied that the applicant was prevented by sufficient cause from filing the application within the said period, allow it to be filed within a further period not exceeding sixty days.”

18. According to the Applicant in Original Application, as per his own pleadings which are stated in para no. 40, it is clear that construction of the project by the Project Proponent was started in the year 2011 and continued till 19.05.2018. He states that he had obtained information

(37)

through online search and under RTI from 2017 to 18.05.2018. Thereafter, he had sent legal notice through Counsel on 19.05.2019. According to him, the SEIAA had issued first Show Cause Notice on 15.06.2019. Therefore, that date should be taken to be the date of cause of action, which first arose.

19. We are not inclined to accept this argument because according to his pleading, he had full knowledge in the year 2011 itself when the construction had started. The pretext of having come to know about this project being constructed through RTI on a later date as stated above appears to be only in order to bring the present Original Application within limitation period. We agree with the learned Counsel for the Project Proponent (PP) that it is very easy for any person to use RTI to seek information for any project on any date chosen by him. We are of the considered opinion that such kind of practice cannot be allowed. We are not inclined to accept the argument made by the learned Counsel for the Applicant in Original Application and are convinced with the argument raised by the learned Counsel for the Respondent No. 11/Project Proponent. We find that this Original Application is time barred, hence this Original Application stands dismissed as time barred.

20. All connected I.A.s also stand disposed of.

Dinesh Kumar Singh, JM

Dr. Vijay Kulkarni, EM

December 01, 2022
Original Application No. 63/2019(WZ)
(I.A. No. 100/2019 & I.A. No. 86/2021)
P.Kr