

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL  
WESTERN ZONE BENCH, PUNE  
ORIGINAL APPLICATION NO. 106 OF 2025 (WZ)**

**Sangram Subhash Divekar  
&11 Ors.**

..... Applicant

**Versus**

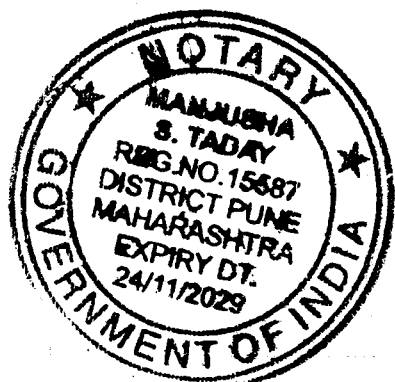
**State of Maharashtra  
&4 Ors.**

..... Respondents

**ADDITIONAL AFFIDAVIT IN REPLY ON BEHALF OF  
MAHARASHTRA POLLUTION CONTROL BOARD I.E.  
RESPONDENT NO.2 AND 3.**

I, Kartikeya Langote, aged about 54 years, occupation – Service, the Sub-Regional Officer of the Maharashtra Pollution Control Board at Pune-I, having office address at 2nd Floor, Jog Centre, Wakdewadi, Pune – 411003, do hereby state on solemn affirmation as under –

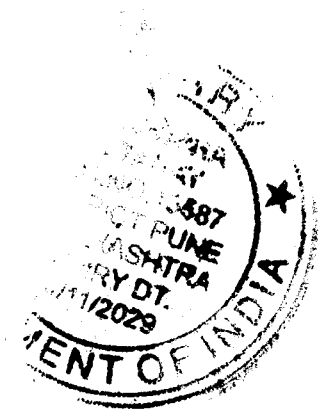
- 1) I am filing this Additional Affidavit in Reply in compliance of the order dated 5/02/2026 and 11/03/2026 passed by this Hon'ble National Green Tribunal, wherein, the Hon'ble NGT directed the State Pollution Control Board "*does not indicate as to what was the limit of SO<sub>2</sub> and SPM (emission limit) which was to be adhered to by the project proponent and since when the same was being breached because it was essential for the State PCB to specify from which date the*



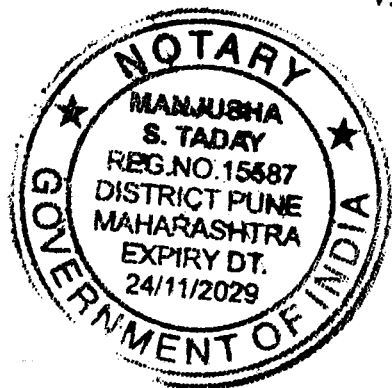
*parameters were breached by the project proponent and for that period, they have to be held accountable by imposing proportionate EDC".*

- 2) I say and submit that SPM and SO2 parameters are mentioned in Consent to Establish dated 4/9/2013 granted to Respondent No.5-Maharashtra Rajya Sahkari Dudh Mahasangh Maryadit. However, the said parameters inadvertently are not mentioned in the Renewal of Consent to Operate dtd.4/12/2024.
- 3) I say and submit that in compliance of the order dated 05/02/2026 passed by this Hon'ble NGT, Respondent No.2 and 3 MPCB has given an opportunity of personal hearing dated 15/04/2026 to the Respondent No.5- M/s Mahanand Rajya Sahakari Dudh Mahasangh Maryadit. During the course of hearing, it has been observed that emission limit of SPM was not specified in the earlier consent. The Respondent No.5- M/s Mahanand Rajya Sahakari Dudh Mahasangh Maryadit has applied for amendment of consent, which is under process. Further the present status report submitted by the officials of the Respondent Board and the compliance report of the conditional directions dated 30/12/2025 submitted by the Respondent NO.5- M/s Mahanand Rajya Sahakari Dudh Mahasangh Maryadit were taken on record and it has been decided to call present status report from the Respondent No.5 within two days.

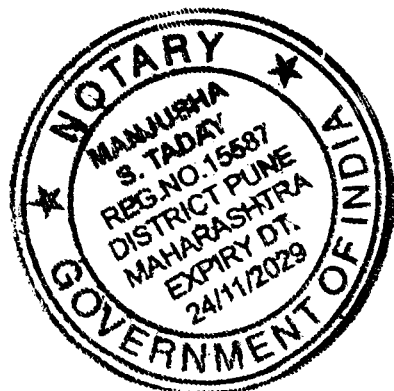


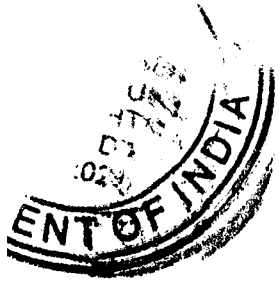


- 4) I say and submit that a personal hearing was extended to Respondent No. 5, M/s Mahanand Rajya Sahakari Dudh Mahasangh Maryadit on 15/04/2026 by the Respondent MPCB.
- 5) I say and submit that, in order to verify the compliance of the conditional directions issued by the Respondent - MPCB, officials of the MPCB conducted a visit to the Respondent No. 5 M/s Mahanand Rajya Sahakari Dudh Mahasangh Maryadit, on 20/04/2026. and observed as follows: -
- i. The industry reported that a Purchase Order (PO) has been placed for installation of an Electrostatic Precipitator (ESP), and the design work has been initiated.
  - ii. Coal was observed to be stored within the designated coal storage shed only. No coal storage outside the earmarked area was noticed.
  - iii. Green net barriers have been provided along the compound wall near the coal storage area to control fugitive dust emissions.
  - iv. Water sprinkling arrangements have been installed and were observed in operation within the premises.
  - v. The industry has undertaken tree plantation along the boundary wall as part of green belt development.



- vi. Housekeeping in and around the coal storage area was found to be satisfactory.
- vii. The industry has constructed a cable trench/pit and laid cables within the same. Fabrication work for an additional coal storage shed has been initiated at site.
- viii. The industry has upgraded the Effluent Treatment Plant (ETP) by modifying the existing digester and improving operation and maintenance practices to achieve the consented standards.
- 6) It is submitted that as per the Government Resolution dated 15/3/2024 issued by the Agriculture, Animal Husbandry, Dairy Development and Fisheries Development Department, Govt. of Maharashtra, as the Milk Federation is in loss since 2016-17, a decision was taken to appoint the National Dairy Development Board as the administrator of Mahanand for the years 2024-25 to 2028-29. Accordingly, Agreement was executed on 15/4/2024 between the Agriculture, Animal Husbandry, Dairy Development and Fisheries Development Department, Govt. of Maharashtra and National Dairy Development Board to take over the management of Maharashtra Rajya Sahakari Dudh Mahasangh Maryadit for a period of five years. Therefore, due to intermittent operation of the industry, the MPCB has carried out the stack monitoring in the month of March, 2026, which shows that emissions are within the prescribed limit-





Standard	SPM
Not to Exceed 150 mg/Nm <sup>3</sup>	103 mg/Nm <sup>3</sup>

Standard	SO <sub>2</sub>
Not to Exceed 482 kg/day	17.25 kg /per day

Therefore, since earlier stack emission monitoring data is not available with MPCB due to intermittent operations of the dairy unit, calculation of the EDC for that period may not be possible.

7) I say and submit that Respondent NO.5- M/s Mahanand Rajya Sahakari Dudh Mahasangh Maryadit. A copy of the Agreement 15/4/2024 between the Agriculture, Animal Husbandry, Dairy Development and Fisheries Development Department, Govt. of Maharashtra and National Dairy Development Board is enclosed herewith and marked as an **Annexure-I.**

8) Hence this Affidavit.

Solemnly affirmed on this 20<sup>th</sup> day of April, 2026 at Pune.

I know the affiant

For and on behalf of Maharashtra Pollution Control Board i.e. Respondent No.2 and 3

*[Signature]*  
20/04/2026

ADVOCATE

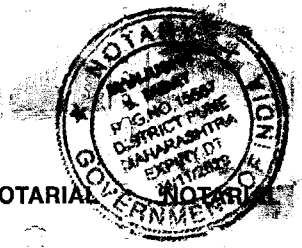
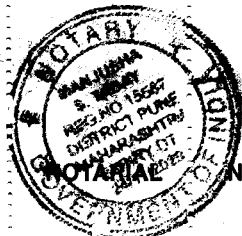
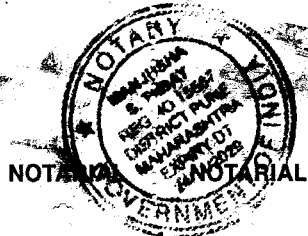
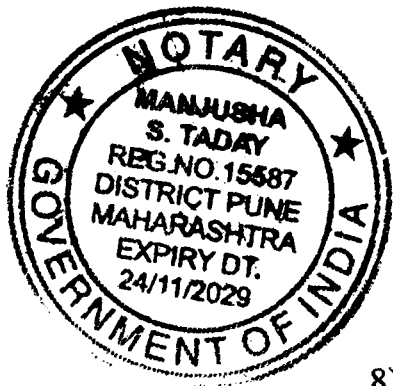
(Kartikeya Langote)  
Sub - Regional Officer Pune I, **20 APR 2026**

**BEFORE ME**

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*[Signature]*

**MANJUSHA S. TADAY  
ADVOCATE & NOTARY  
GOVT. OF INDIA**



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**AGREEMENT**

This AGREEMENT is executed at Mumbai on this 15<sup>th</sup> day of April, 2024

**BY AND BETWEEN**

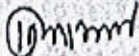
The Governor of the State of Maharashtra (GoM) exercising executive powers of State of Maharashtra through the Deputy Secretary, Animal Husbandry and Dairy Development Department, Government of Maharashtra (GoM) represented by the authorized signatory Shri. Nivrutti Marale, Deputy Secretary (hereinafter referred to as GoM) having its head office at Room No. 524, Mantralaya-Annexe, Madam Cama Marg, Hutatma Rajguru Chowk, Mantralaya, Mumbai 400032 (which expression shall unless it be repugnant to the subject or context thereof include its successors and assignees) of the first part,

**AND**

The National Dairy Development Board (NDDB) a body corporate constituted by an Act of Parliament called, the National Dairy Development Board Act, 1987 (Act No. 37 of 1987) having its head office at Anand Campus, Opposite Jagnath Mahadev Mandir, Khetiwadi Road, Anand 388001, Gujarat as administrator of The Maharashtra Rajya Sahakari Dudh Mahasangh Maryadit (MRSDMM) (hereinafter referred to as "NDDB") represented by its authorized signatory Dr. Meenesh C. Shah, Managing Director, NDDB (which expression shall unless it be repugnant to the subject or context thereof include its successors and assignees) of the second part

The Government of Maharashtra and NDDB as administrator of The Maharashtra Rajya Sahakari Dudh Mahasangh Maryadit (MRSDMM) are individually referred to as a "Party" and collectively referred to as "Parties" to this Agreement.

Whereas MRSDMM is the apex organization of dairy cooperatives of Maharashtra popularly known as Mahanand, which aims to provide remunerative returns to the farmers and also serve the interest of consumers

  
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by providing quality milk and milk products which are good value for money at present administered by NDDB.

AND WHEREAS, parties are conscious of the importance of developing dairying in the state of Maharashtra in generating regular income throughout the year for small holder producers and recognizing the role that the professionally managed producer centric institutions can play in achieving the same.

AND WHEREAS the GoM, with a view to revive MRSDMM which has been facing financial crisis due to some managerial aspects since 2016 and the day-to-day operations have become difficult in recent past. In the interest of the Milk Producers and the Co-operative Movement in Milk Sector, GoM has decided to handover the management and Operations of MRSDMM and its ancillary units to NDDB.

AND WHEREAS the GoM after considering the DPR submitted by the NDDB in the month of January 2024, has requested NDDB to take over the management of MRSDMM for a period of five (05) years from 15<sup>th</sup> April 2024 in view & the GR. No.MLK-2024/CR.29/ADF-8 (E-747219), dated 15-03-2024 issued by GoM.

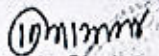
NDDB has agreed to work for the revival of Maharashtra Rajya Sahakari Dudh Mahasangh Maryadit (MRSDMM), the apex organization in milk cooperative sector in Maharashtra.

AND WHEREAS GoM and NDDB as administrator of The Maharashtra Rajya Sahakari Dudh Mahasangh Maryadit (MRSDMM) agreed to pursue the above objective and to fulfill roles as described hereunder:

**1. The Government of Maharashtra agrees that:**

- a) The GoM will constitute a "Steering Committee" under the Chairmanship of Secretary (Animal Husbandry, Dairy Development & Fisheries department), GoM. Other members of the said committee are as follows: -

Managing Director, NDDB  
Commissioner, Animal Husbandry, Maharashtra  
Commissioner, Dairy Development, Maharashtra  
Chairman, Management Committee, MRSDMM

  
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to the Government of Maharashtra  
Agriculture, Animal Husbandry, Dairy  
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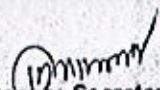


The Steering Committee shall meet at least once in three months:-

1. to review the progress of revival and rehabilitation plan
  2. To provide policy and implementation support for the successful implementation of the revival and rehabilitation plan of MRSDMM.
  3. To propose innovative plans/schemes/projects for sustainable development of MRSDMM in accordance with the working scope of committee as per G.R.
- b) The GoM shall infuse a total amount of Rs. 253.57 crores in the form of Share Capital in the year 2024-25 and 2025-26. The said fund shall be treated as Share Capital and not as grant and shall be utilized for the following purpose:

Details	2024-25	2025-26	Total (Rs. in Crores)
For voluntary Retirement Scheme	138.84	-	138.84
For upgradation of the existing plant at Goregaon	45.00	-	45.00
For Payment of outstanding payments*	12.16	-	12.16
For pending manpower salary*	35.25	-	35.25
For working capital for business*	17.58	4.74	22.32
<b>Total</b>	<b>248.83</b>	<b>4.74</b>	<b>*253.57</b>

- c) A lump sum fund of Rs. 156.42 crore (For voluntary Retirement Scheme Rs.138.84 cr. + For working capital for business Rs.17.58 cr. ) shall be given to NDDB in the beginning of FY 2024-25 under the MRSDMM Rehabilitation Scheme. Remaining grant mentioned in above table will be paid to NDDB after scrutiny and approval by Secretary, Deptt. of Animal Husbandry & Dairy Development, GoM.
- d) The NDDB shall be an Administrator of the MRSDMM for the entire period (5 years) of the agreement and the GoM shall issue necessary orders from time to time in compliance with the relevant provisions of

  
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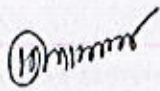


the Maharashtra Co-operative Societies Act, 1960 to enable the NDDB to do so. The GoM shall keep the nominations/elections of the Board of Directors of MRSDMM in abeyance for a period of five years.

- e) The GoM shall ensure due support of the Government and other agencies to the decisions of NDDB as the Administrator. However, the nominee appointed by NDDB to function as administrator shall be responsible for the compliance of provisions of laws applicable to the MRSDMM.
- f) The GoM shall ensure independence and autonomy of the NDDB in all managerial and operational decisions with regard to the management of MRSDMM.
- g) The GoM shall ensure that the district administration provides the necessary security of the staff deputed by the NDDB to work in the MRSDMM, so as to ensure their safety.
- h) The management committee appointed by NDDB on MRSDMM will submit separate proposal to Deptt. of Animal Husbandry, Dairy Development & Fisheries, GoM for the allocation of Aarey milk stalls to MRSDMM. The department will decide on allotment of the Aarey stall by determining terms & conditions.
- i) The GoM shall extend full support to NDDB in obtaining necessary licenses, approvals and permission for compliances of the statutory and other obligations by the NDDB.

2. The National Dairy Development Board as administrator of The Maharashtra Rajya Sahakari Dudh Mahasangh Maryadit (MRSDMM) agrees that:

- a) The NDDB shall act as an Administrator of the MRSDMM for the entire period of the agreement as per the orders issued by the GoM from time to time to enable the NDDB to do so.

  
**Deputy Secretary**  
 to the Government of Maharashtra  
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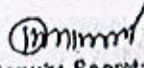


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whom will be borne by the NDDB, but their travelling charges will be borne by the MRSDMM.

- i) The NDDB as administrator of The Maharashtra Rajya Sahakari Dudh Mahasangh Maryadit (MRSDMM) shall exercise full control over administrative and commercial matters of the MRSDMM.
- ii) The NDDB as administrator of The Maharashtra Rajya Sahakari Dudh Mahasangh Maryadit (MRSDMM) shall run MRSDMM in accordance with sound business principles and on commercial lines. The profit or loss arising from operations during the contractual period shall continue to be accounted for in the books of MRSDMM.
- iii) NDDB as administrator of The Maharashtra Rajya Sahakari Dudh Mahasangh Maryadit (MRSDMM) shall be responsible for all the statutory compliances applicable to MRSDMM from the date of takeover to handing over back to MRSDMM.
- iv) The NDDB as administrator of The Maharashtra Rajya Sahakari Dudh Mahasangh Maryadit (MRSDMM) shall during the tenure of this agreement, have the right, if considered necessary, to revise the pay scales of the staff of the MRSDMM. NDDB shall also have the right to recruit new employees, to screen the existing employees and to restructure the MRSDMM with the prior approval of the GoM.
- v) The NDDB as administrator of The Maharashtra Rajya Sahakari Dudh Mahasangh Maryadit (MRSDMM) shall ensure that MRSDMM's land shall not be transferred/allotted/sub-let to create third party interest. Also, no financial transaction shall be done in such a way that third party rights will be created on this land or any part thereof /immovable and movable property / machinery, material, property created during the tenure of this agreement.
- vi) The NDDB as administrator of The Maharashtra Rajya Sahakari Dudh Mahasangh Maryadit (MRSDMM) shall be responsible for the protection / maintenance of the MRSDMM land and assets subject to

  
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physical verification of assets as per books of accounts and proper handing over of the same by MRSDMM.

- o) The NDDB as administrator of The Maharashtra Rajya Sahakari Duh Mahasangh Maryadit (MRSDMM) shall appoint, under the relevant provisions of the Maharashtra Co-operative Societies Act, a firm of Chartered Accountants holding a certificate in Co-operative Audit issued by the Institute of Chartered Accountants of India as statutory auditors to conduct the audit of accounts of MRSDMM.
- p) In the event of any negligence or misconduct or omissions of any lawful duty/obligations etc., by any employee seconded by the NDDB to MRSDMM, NDDB shall conduct domestic enquiry, take disciplinary action against the officers so deputed or appointed from NDDB for the purpose of administration and management of MRSDMM, in accordance with the provisions of the National Dairy Development Board Act and its Regulations.
- q) The NDDB as administrator of The Maharashtra Rajya Sahakari Duh Mahasangh Maryadit (MRSDMM) shall file and defend suits, sign and verify pleadings, execute decrees, compromise or withdraw cases, appoint lawyers and refer matters to arbitrator or arbitrators on behalf of MRSDMM. The Government of Maharashtra and MRSDMM shall ensure that neither NDDB nor its employees (deputed for the purpose of this agreement) are liable for any third party claims or demands whatsoever made against NDDB and its employees, while discharging their/his lawful duties. In the event of any legal proceedings against NDDB or its officials deputed for MRSDMM or for any matter connected with MRSDMM, all costs / damages / expenses shall be borne by MRSDMM.
- r) The NDDB as administrator of The Maharashtra Rajya Sahakari Duh Mahasangh Maryadit (MRSDMM) shall also channelize financial assistance for rehabilitation under various schemes of Government of India.

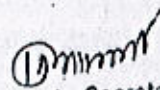
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 Deputy Secretary  
 to the Government of Maharashtra  
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*[Signature]*

(Page 7)

- s) The NDDB as administrator of The Maharashtra Rajya Sahakari Duh Mahasangh Maryadit (MRSDMM) on behalf of MRSDMM will have power to decide on procuring milk and commodities animal feed and feed ingredients or any other material that may be required for commercial manufacturing or any other purposes and also providing services to the milk producers and market milk, milk product or any other commodity as may be deemed proper from time to time.
- t) The NDDB shall not be responsible for observations of the auditors prior to its takeover of the management of MRSDMM, but NDDB as administrator of The Maharashtra Rajya Sahakari Duh Mahasangh Maryadit (MRSDMM) shall take all required steps to rectify all defects mentioned in audit report submitted prior to takeover of management of MRSDMM.
- u) NDDB as administrator of The Maharashtra Rajya Sahakari Duh Mahasangh Maryadit (MRSDMM) shall allow the Registrar of Cooperative Societies, GoM to have access to the records of MRSDMM for statutory inspection as and when it is required by the Cooperative Department of the GoM or its authorized representative .
- v) NDDB shall not be responsible for any loss caused because of war, hostility, revolution, civil commotion, epidemic, accident, fire, wind, flood, earthquake or because of any law and order, proclamation, ordinance of any Government or of any act of God or of any other cause whether of similar or dissimilar nature beyond the reasonable control of NDDB.
- w) NDDB as administrator of The Maharashtra Rajya Sahakari Duh Mahasangh Maryadit (MRSDMM) shall study organizational chart and property list and related records of MRSDMM and implement VRS as well as restructuring of the Maharashtra Rajya Sahakari Duh Mahasangh Maryadit (MRSDMM) for better management.
- x) The NDDB as administrator of The Maharashtra Rajya Sahakari Duh Mahasangh Maryadit (MRSDMM) will take physical possession of all the property registers, original papers, records, list of stock and assets

  
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and carry out physical verification of the same, in presence of GoM representatives.

- y) The NDDB as administrator of The Maharashtra Rajya Sahakari Dudh Mahasangh Maryadit (MRSDMM) shall after possession of records from MRSDMM verify all appointment letters of its employees especially of those who applied for VRS and verify the genuineness of VRS applications and also other vendors vouchers to whom the old and pending dues are to be paid in relation to this agreement.

**NDDB as administrator shall also agree to perform functions as mentioned below:**

1. The NDDB as an administrator of The Maharashtra Rajya Sahakari Dudh Mahasangh Maryadit (MRSDMM) shall take possession of all audit reports from the MRSDMM and shall carry out the scrutiny of audit report and will take all required steps for rectification of defects of accounts mentioned in audit report.
2. The NDDB as an administrator of The Maharashtra Rajya Sahakari Dudh Mahasangh Maryadit (MRSDMM) shall have the right to market milk and milk products, byc-products or any other products of MRSDMM anywhere in the State of Maharashtra or outside the State of Maharashtra in the interest of the MRSDMM. However, NDDB as administrator of The Maharashtra Rajya Sahakari Dudh Mahasangh Maryadit (MRSDMM) shall give adequate priority to meet the requirement of the State of Maharashtra.
3. The NDDB as an administrator of The Maharashtra Rajya Sahakari Dudh Mahasangh Maryadit (MRSDMM) shall be entitled to seek assistance under various schemes of State / Central Government for dairy development and related areas. MRSDMM shall participate in implementation of schemes of State/Central Government for dairy development and related areas.

*(Signature)*  
Deputy Secretary  
to the Government of Maharashtra  
Agriculture, Animal Husbandry, Dairy  
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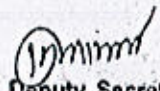
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4. The NDDB as an administrator of The Maharashtra Rajya Sahakari Dudh Mahasangh Maryadit (MRSDMM) shall take prior permission / Approval / No Objection Certificate etc. from the concerned Department/ Government body as per the prevailing rules and requirements for construction on its land.

**3. General Conditions:**

- a) The tenure of the Agreement shall be for a period of five (05) years effective date of the execution of this Agreement (From 15<sup>th</sup> April 2024 To 14<sup>th</sup> April 2029) . However, this agreement can be terminated by the parties on issuance of three months' prior notice to the others.
- b) The takeover of the plants and other facilities under this agreement would be done by the NDDB, only after the joint inspection of the plant and facilities is carried out by the team of officials of the NDDB and the MRSDMM. The damage, defects and shortcomings etc. noted at the time of handing over would be recorded and the NDDB would not be responsible for such shortcomings, damage, defects etc. which are in existence at the time of taking over the charge. The NDDB shall take steps to rectify and repair the plants and facilities. The expenses thus incurred shall be charged to the MRSDMM.
- c) The NDDB shall continue to render managerial support until such time the agreement is terminated.
- d) Nothing in this agreement shall be deemed to limit the NDDB in any way in the exercise of regular and customary functions of management including making of such Rules and Regulations/orders / directions relating to the functional and business operations as it shall be advisable.
- e) This agreement may be amended, modified or changed only by writing signed by two parties hereof through their duly authorized signatories.
- f) In the event of any dispute in the interpretation of the terms and conditions of this agreement or difference of opinion between the parties arising out of or in connection with this agreement with regard

  
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to performance of any obligation hereunder by either of the party/parties, the parties hereto shall use their best efforts to settle such disputes or difference of opinion amicably by mutual negotiations, failing which, the same shall be referred to an arbitrator to be appointed by the Chief Secretary, GoM, whose decision subject to provision of the Arbitration and Conciliation act,1996 as amended from time to time shall be final and binding on the parties. The place of arbitration shall be Mumbai and courts of Mumbai shall have exclusive jurisdiction to entertain any dispute or suit arising out of or in relation to this agreement.

- g) Either of the parties shall not have the right to assign any or all of their rights and obligations hereunder in favor of any third party or parties, without the prior written consent of the other party which shall not be un-reasonably withheld.

IN WITNESS THEREOF the parties have herein signed this Agreement in the presence of the representatives of the Animal Husbandry & Dairy Development Department, Government of Maharashtra and the National Dairy Development Board as confirming witnesses the 15<sup>th</sup> day of April, 2024.

*(Nivrutti Marale)*

(Nivrutti Marale)

Signed, Sealed and Delivered  
For and on behalf of  
The Governor of the State of  
Maharashtra

*(Meenesh C. Shah)*

(Meenesh C. Shah)

Signed, Sealed and Delivered  
For and on behalf of  
The National Dairy Development Board  
Anand



Represented by  
Witness

- 1. *(Prashant Mahad)*  
Prashant Mahad  
Commissioner Dairy
- 2. *(Shakaji Patil)*  
Shakaji Patil  
Jt. Secy. Dairy

Witness

- 1. *(Aroil Haterkar)*  
Aroil Haterkar  
HDDB
- 2. *(Swati Srivastav)*  
Swati Srivastav  
HDDB