



BEFORE THE NATIONAL GREEN TRIBUNAL  
WESTERN ZONE BENCH, PUNE

ORIGINAL APPLICATION NO. 85 OF 2024

IN THE MATTER OF:-

Kedar Dattatray Gurav .... Applicant

V/s.

M/s Ichalkaranji Agro Foods & Ors ... Respondents

**ADDITIONAL REPLY AFFIDAVIT ON BEHALF OF  
RESPONDENT No. 4**

I, J. S. Hajare, age about 57 years, Occupation-service, the Regional Officer of the Maharashtra Pollution Control Board at Kolhapur having my office at Maharashtra Pollution Control Board, Udyog Bhavan Building, Near Collectorate Office, Kolhapur - 416 002, do hereby state on solemnly affirmation as under:-

I am presently working as the Regional Officer, Kolhapur with the Maharashtra Pollution Control Board, I have gone through the Hon'ble National Green Tribunal (WZ) Pune order dated 18.10.2024. I am submitting a reply to the affidavit on behalf of Respondent No. 4 regarding Environmental Damage Cost & extended an opportunity of hearing to Respondent No. 1 M/s. Ichalkaranji Agro Foods.

1. I say and submit that, as per directions of Hon'ble National Green Tribunal on 18.10.2024, the details of Environmental

Damage Cost from Respondent No. 1 M/s. Ichalkaranji Agro Foods are as follows: -

**EDC calculation**

The formula taken as per para 6 of the Order of Hon'ble NGT in the O.A. No.593/2017 (Paryavaran Samiti & Anr. Vs. Union of India & ors.) dtd. 19/02/2019. Environmental Compensation is calculated based on the Following Formula.

$$EC = (PI \times N \times R \times S \times LF)$$

**Whereas,**

EC is Environmental Compensation in Rs.

PI= Pollution index of industrial sector.

N = Number of days of violation took place

R = A factor in Rupees for EC

S = Factor for scale of operation

LF = location factor

**Therefore EC = (80 x 324 x 250 x 1 x 1.0)**

**=Rs. 64,80,000/-**

**Therefore, the Environmental Compensation is Rs. 64,80,000/-**

PI= Pollution index of industrial sector.

PI may be taken as 80, 50 and 30 for red, orange and green category of industries, respectively, hence PI for this is considered as 80 as the consent granted to unit under RED category.

**N = Number of days of violation took place:**

The number of days is considered from the 11/04/2023 date of first observation of the MPCB Board regarding non compliances to 29.02.2024 date on which MPCB



Board on visit has observed the compliance made by the unit, i.e. total 324 days.

**R = A factor in Rupees for EC**

R is a factor in Rupees, which may be a minimum of 100 and maximum of 500. It is suggested to consider R as 250, as the Environmental Compensation in cases of violation

**S = Factor for scale of operation**

For Small S = 0.5, For medium S = 1 & Large unit S = 1.5, As in this slaughterhouse Tons of Live Weight Killed Per Day (TLWK) is 68.50 MT/Day, this is under medium scale, hence considered S = 1.

**LF = location factor**

For the industrial unit located within municipal boundary or up to 10 km distance from the municipal boundary of the city/town following factors (LF) may be used, For Less than 1 million Population – LF = 1.0, for 1 to 5 million Population – LF = 1.25, for 5 to 10 million Population – LF = 1.5 and for 10 Million Population and above – LF = 2.0. As the unit is in Ichalkaranji Municipal Corporation area which is having Population less than 1 million the LF is considered as 1.0.

2. I say and submit that this office has issued Interim Directions to Respondent No. 1 M/s. Ichalkaranji Agro Foods on 29.02.2024 & as per Interim Directions Respondent No. 4 has forfeited Bank Guarantee of Rs.



2,50,000/- from Respondent No. 1 M/s. Ichalkaranji Agro Foods on 29.02.2024. The copy of Bank Guarantee forfeiture letter is enclosed and marked as **Annexure- "A"**.

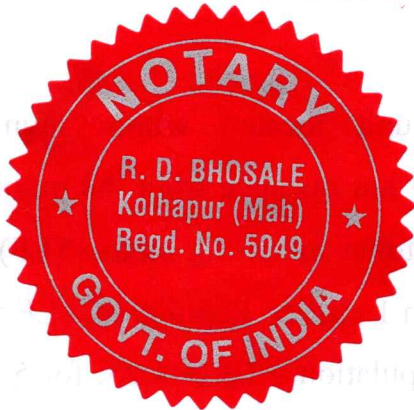
Solemnly affirmed on this 31<sup>th</sup> day of December 2024 at Kolhapur

For and on behalf of Respondent No.4



*J.S. Hajare*  
(J. S. Hajare)  
Regional Officer

Maharashtra Pollution Control Board, Kolhapur



Notary/Sr./No.- 5/2025  
Solemnly affirm & Signed / L. H. T. I. Before me  
me by J. S. Hajare  
& State that the Contents of the Affidavit are  
true and correct. Who is identified by self

*R. D. Bhosale*

Adv. R. D. Bhosale  
Notary Public (Govt. of India)  
Dist. Kolhapur.

= 2 JAN 2025



Annexure - A

**MAHARASHTRA POLLUTION CONTROL BOARD**  
**REGIONAL OFFICE, KOLHAPUR.**

Tel. No. (0231) 2652952,  
2660448

Fax No. (0231) 2652952

E-mail: [rokolhapur@mpcb.gov.in](mailto:rokolhapur@mpcb.gov.in)



Udyog Bhavan,  
Near Collector Office,  
Kolhapur - 416 003.

Website: <http://mpcb.mah.nic.in>

No. MPCB/RO/KOP/BG/Encash/FTS-0003/2024

Date: 29.02.2024.

To,  
Branch Manager  
Union Bank of India,  
Branch UMFB, Ichalkaranji.

*Duty Taken*

**Sub :** Encashment of Bank Guarantee of Rs. 250000/- (Two lacs fifty thousand) in favour of M/s Ichalkaranji Agro Foods, S. No-613, Site No. 115, Near Sarthi hotel thorath chowk, Ichalkaranji, Dist- Kolhapur, Maharashtra.

**Ref. :** 1. Consent Granted by the Board.  
2. Proposal received from Sub Regional Officer Kolhapur. .  
3. Public Hearing Conducted of HQ on 24.11.2023.  
4. Approval received from HQ dt. 29.02.2023.

Sir,

With reference to above letter, Please find enclosed herewith original Bank Guarantee of Rs. 500000/- (Five Lacs) vide BG No. 37700IGL0003023, dtd. 01.12.2023 which is valid up to 31.12.2024 in favour of M/s Ichalkaranji Agro Foods, S. No-613, Site No. 115, Near Sarthi hotel thorath chowk, Ichalkaranji, Dist- Kolhapur, and Maharashtra.

The industry administration has failed to comply consent conditions issued to the industry. Therefore, you are request to invoke and encash the Bank Guarantee of Rs. 250000/- (Two lacs fifty thousand) and send the Demand Draft Rs. 250000/- (Two lacs fifty thousand) in favour of Regional Office, M. P. C. Board, Kolhapur Urgently. .  
Thanking You.

Yours faithfully,

*J. S. Salunkhe*  
(J. S. Salunkhe)

Regional Office, Kolhapur.

D. A. As above.

**Copy submitted for favour of information please:**

1. Member Secretary, M. P. C. Board, Mumbai.
2. Joint Director (WPC), M. P. C. Board, Mumbai.

**Copy to :**

1. Sub-Regional Officer, M. P. C. Board, Kolhapur – For further necessary follow up.
2. Law Officer, M. P. C. Board, Mumbai.
3. M/s Ichalkaranji Agro Foods, S. No-613, Site No. 115, Near Sarthi hotel thorath chowk, Ichalkaranji, Dist- Kolhapur, Maharashtra.

You are directed to take follow up of encashment of Bank Guarantee & Submit the DD of Rs. 250000/- (Two lacs fifty thousand) to, Regional Office, M. P. C. Board, Kolhapur, Immediately as a compliance of consent / direction of the Board.. Further, you are hereby directed to submit Top-up BG of Rs. 5, 00,000/- (Five Lacs) to Regional Office, M. P. C. Board, Kolhapur for same within 7 days.

*J. S. Salunkhe*

**Regional Office, Kolhapur**

Inward No.:- ..... Date :- .....

Rs. 2,50,000/-

Bank Name :- Union Bank of India

DD./Ch. No. 623913. Date :- 21/03/2024

D.R. No. 3822262. Date :- 02/04/2024

*[Signature]*  
For Regional Officer,  
M.P.C. Board, Kolhapur.



महाराष्ट्र MAHARASHTRA

● 2023 ●

CA 899905

जोडपत्र २ - प्रतिज्ञापत्राव्यतिरिक्त

दस्तावा प्रकार : बँककामी	अनुच्छेद क्रमांक : --
दस्त नोंदणी करणार आहात का ? नाही	दु.नि.कार्यालयाचे नाव : --
मिळकतीचे वर्णन : --	
मोबदला रक्कम : --	
मुद्रांक विकत घेणाऱ्याचे नांव व पत्ता : इचलकरंजी अँग्रो फुडस, इचल.	
हस्ते असल्यास त्याचे नांव व पत्ता : विनायक सवाईराम	
दुरुऱ्या पक्षकाराचे नांव व पत्ता : युनियन बँक ऑफ इंडिया	
मुद्रांक शुल्क एकूण रक्कम रूपये : --	पैकी रक्कम रूपये : ५००/-
मुद्रांक विक्री नोंद वही अनुक्रमांक : १८४७३	दिनांक : २९.११.२०२३
मुद्रांक विकत घेणाऱ्याची सही	मुद्रांक विक्रेत्याची सही
<ul style="list-style-type: none"> <li>• मुद्रांक विक्रेत्याचे नांव : श्री. पंडीत गोविंद सुतार • पत्ता : धान्य लाईन, इचलकरंजी.</li> <li>• मुद्रांक विक्री परवाना क्रमांक : १५४/१९८९ • लायसन कोड नं. २६०७०२८</li> </ul>	
ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.	

GUARANTEE BOND

Sub Office Treasury Ichalkaranji

22 NOV 2023

Sub Treasury Officer Ichalkaranji

Union Bank of India, UMFB Ichalkaranji,

Bank Guarantee No: 37700IGL0003023 of Rs.5,00,000/- (Rupees five lakh rupees Only) is issued on 01-12-2023 and valid up to 31.12.2024.



FBK  
J.S.  
29/12/24

**PERFORMANCE BANK GUARANTEE FOR THE EXECUTIVE ENGINEER, MAHARASHTRA POLLUTION CONTROL BOARD, REGIONAL OFFICER KOLHAPUR**

- 1) In Consideration of the regional officer Maharashtra Pollution Control Board, Regional Officer Kolhapur having agreed to grant M/S Ichalkaranji Agro Foods Partner- Mr Latif Mirasaheb Gaiban (hereinafter referred to as the company / unit) time for the due compliance of consent conditions / directions for providing adequate and satisfactory pollution control devices as suggested / stipulated and as required under the provisions of air (prevention and control of pollution ) Act 1974 (6 of 1974) and / or Environment (protection) Act 1986 on production of bank Guarantee for Rs.5,00,000/- (Rupees Five Lakh Only) we Union Bank of India (hereinafter referred to as the bank) at the request of said M/S Ichalkaranji Agro Foods (indicate the name of the company / unit at whose request bank guarantee is being issued) do hereby undertake to pay to the board an amount not exceeding Rs.5,00,000/- (Rupees Five Lakh Only) against any non compliance of consent conditions/directions or damages etc caused to the environment by reason of any breach of provisions of said acts. Notices, letter, instructions, etc by the said company / unit/ local body.
- 2) We Union Bank of India do hereby undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the board that the amount claimed is due for the reason of non fulfillment of undertaking non compliance of directions/ notices / letters / instructions / issued by the Board / violation of provisions of the provisions of law mentioned hereinabove. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However our liability under this guarantee shall be restricted to an amount not exceeding Rs.5,00,000/- (Rupees Five Lakh Only).
- 3) We undertake to pay to the board any money so demanded notwithstanding any dispute or disputes raised by the said company / unit in any suit or proceedings pending before any court or tribunal or board against the board relating thereto, our liability under this present being absolute and in equivocal.
- 4) The payment so made by us under this agreement shall be valid discharge of our liability and company / unit shall have no claim against us in making such payment.
- 5) We Union Bank of India further agree that the guarantee here in contained shall remain in full force and effect during the period that would be taken for the performance of the undertaking / notice / letter etc and that it shall continue to be enforceable till all the dues of government / board under or by virtue of said undertaking /notice / letter etc have been fully paid and it has claimed Satisfied or discharged or till Government/Board certified that the terms conditions of the Directions/Undertaking/Notice/Letter/Any provisions of relevant law have been fully and properly carried out and complied by the said company /unit and accordingly discharges this guarantee. Unless the demand or a claim under this guarantees is made on us in writing on or before 31.12.2024. We shall be discharged from all liability under this guarantee thereafter.
- 6) We Union Bank of India further agree with the Board that the Board shall have the fullest liberty without our consent and notice /letter etc or to extend time of compliance by the said company/unit from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against the said company/unit and to forbear or enforce any of the terms and conditions relating to the said undertaking/notice/letter etc and we shall not be relieved from our liability by reason of any such variation. or extension being granted to the said company/unit or by any of such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.
- 7) This Guarantee will not be discharged due to the change in the constitution of the Bank or the company/Unit.
- 8) We Union Bank of India under take not to revoke this guarantee during its currency except with the previous consent of the Board in writing.
- 9) Notwithstanding what has been stated above our liability under this guarantee is restricted to Rs.5,00,000/- (Rupees Five Lakh Only) our guarantee shall remain in force until 31.12.2024.
- 10) Unless a demand or claim under this guarantee is made on in writing on or before the 31.12.2024 all your rights under the guarantee shall be forfeited and we shall be released and discharged from all liabilities under this guarantee thereafter.

**Notwithstanding anything contained herein: -**

- i) Our Liability under this Bank Guarantee shall not exceed **Rs.5,00,000/- (Rupees five lakhs rupees Only)**
- ii) This guarantee shall be **valid up to 31.12.2024.**
- iii) Further a claim period of **Zero months** from the expiry date of the Bank Guarantee is available to make a demand under this Bank Guarantee. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us written claim or demand on or before **31.12.2024**(Date of expiry PLUS the claim period)
- iv) At the end of expiry of the validity period, unless an action to enforce the claim under this guarantee is initiated before the Court or Tribunal on or before 12 months after the expiry of the validity period, all your rights under this Bank Guarantee shall stand extinguished and we shall be relieved and discharge from all our liabilities and obligations under this Bank Guarantee irrespective of return of original Bank Guarantee.

Amount of BG. - **Rs.5,00,000/- (Rupees five lakhs rupees Only)**

Expiry date of BG: **31-12-2024.**

Claim Period - **31-12-2024.**



Union Bank of India, UMFB Ichalkaranji,

Bank Guarantee No: **37700IGL0003023** of Rs.5,00,000/- (Rupees five lakh rupees Only) is issued on 01-12-2023 and valid up to 31.12.2024.

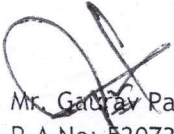
For E-confirmation of bank guarantee please write to

E-confirmation cell

Union bank of India,  
4th floor , CP & MSME Department,  
Central office, 239, Vidhan Bhavan Marg,  
Nariman point, Mumbai-400021  
E-mail :ecc@unionbankofindia.bank

Dated the 01<sup>st</sup> day of Dec 2023 for Union Bank of India, UMFB Ichalkaranji

Signature-



Mr. Ganesh Parate  
P.A No: 520739  
Credit Officer



Mr V R Patil  
PA No:26811  
Branch Manager

