

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
Principal Bench, New Delhi

Original Application No. 612/2022

Subhender

Applicant

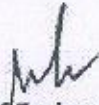
Versus

State of Haryana


Respondent

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Chief Engineer/PTPS
HPGCL, Panipat

Dated: 09.07.2024
Place: Panipat

 HPGCL	PANIPAT THERMAL POWER STATION, PANIPAT
	(Regd. Office – C-7, Urja Bhawan, Sector-6, Panchkula)
	Corporate Identity Number: U45207HR1997SGC033517
	Web: www.hpgcl.org.in e-mail: cc.nfus@hpgcl.org.in

No. 1496/CMDP-II

Dated: 09.07.2024

To

The Registrar
National Green Tribunal
New Delhi.

Subject: Reply in the matter of Original Application No. 612/2022: Subhender Applicant Versus State of Haryana Respondent, in compliance of Hon'ble National Green Tribunal Order dated

Ref: Hon'ble NGT order dated 31.05.2024

Panipat Thermal Power Station (HPGCL) has been directed to file reply with respect to the timeline for legacy ash utilization. The requisite reply is as under.

1. Action Plan for disposal of pond ash stored in the ash dykes:

The details of sales orders signed by PTPS for lifting of the ash are as below:

Sr. No.	Name of the Project	Quantity Allocated (in LMT)	Quantity Lifted till 31.05.2024 (in LMT)	Pending Quantity to be Lifted (in LMT)
1	Shree Cement	160.0	4.15	155.85
2	Shree Cement	23.50	3.31	20.16
3	Tomer Enterprises	1.50	0.00	1.50
4	M/s H.G. Karnal Ring Road Pvt. Ltd.	10.0	0.00	10.0
	Total	195.0	6.46	188.54

PTPS has issued sales order (Annexure-A) on 05.07.2024 to M/s H.G. Karnal Ring Road Pvt. Ltd. for sale of 10 Lakh MT. The period of supply shall be 2 years or till the allocated quantity is lifted, whichever is earlier.

2. Ash generation data and ash disposal data including legacy ash for last three financial years is as under:

Sr. No.	Financial Year	Total Ash Generated (Lakh MT)	Total Ash utilized (Lakh MT)		Total Ash utilized (%)	
			Total Ash Utilization including legacy ash (LMT)	Legacy Ash utilized (LMT)	Total Ash Utilized including legacy ash (%)	Legacy Ash Utilized (%)
1	2021-22	7.55	82.51	74.96	1092.10	992.84
2	2022-23	12.77	64.48	51.71	504.98	404.93
3	2023-24	10.61	34.89	24.28	328.76	228.84

3. The legacy ash utilization reduced from 82.51 Lakh MT in FY 2021-22 to 64.48 Lakh MT in FY 2022-23 and 34.89 Lakh MT in 2023-24, mainly due to following reasons:

- During the meeting of District Road Safety Committee held on 07.07.2023, District Administration, Panipat directed PTPS to allow the lifting of pond ash by NHAI concessionaires only during night hours i.e., from 09 PM to 07 AM (10 hours daily) which significantly affected the daily lifting quantity of legacy ash

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from ash dykes of PTPS during the FY 2023-24. Month-wise legacy ash utilization, before & after imposition of this restriction was as given below:


S. No.	Month	Legacy ash utilized (Lakh MT)
1	May 2023	4.81
2	June 2023	3.88
3	July 2023	1.73

- ii. The total height of the ash dykes of PTPS ranges from 12 metres to 19 metres. The lifting of ash is done through open trucks covered with tarpaulin covers. During the initial phases of ash evacuation (in FY 2021-22) by NHAJ concessionaires, it was easier for the loaded trucks to transport the ash but as the depth increased gradually due to evacuation the transportation process slowed down which significantly affected the daily lifting quantity of legacy ash from ash dykes of PTPS during the FY 2023-24.
- iii. PTPS signed 9 MoUs with NHAJ for early utilization of legacy ash. The MoUs were signed in Nov 2020, March 2021, April 2021, July 2021 and February/March 2022 with a completion period of 24 months. The NHAJ concessionaires lifted maximum quantity during the initial stages of project construction i.e. FY 2021-22 and FY 2022-23.
- iv. PTPS has three operational units. Unit 6 is of 210 Megawatt and Unit 7 & 8 is of 250 Megawatt each. 20 percent of the ash generated is discharged in the ash dykes through slurry (ash plus water) formation. Pond ash lifting is done simultaneously with slurry discharge process by channelizing the slurry to other area of the dyke. Due to less demand during the FY 2021-22, Units remained under shutdown for more than half of the period, which enabled the lifters to lift the pond ash from a larger area of the ash dyke and at a faster pace in comparison to FY 2022-23, when the demand of electricity increased post-COVID resulting into continuous discharge of slurry for considerable period of time. Plant Load Factor (percentage) of PTPS during last three years is as shown below:

Sr. No.	FY 2021-22	FY 2022-23
PLF (%)	44.29	78.13

Further, as per MoEF&CC gazette notification dated 31.12.2021, every coal based thermal power plant shall be responsible to utilize 100 percent (fly ash and bottom ash) generated during that year, however, in no case shall utilization fall below 80 percent in any year, and the thermal power plant shall achieve average ash utilization of 100 percent in a three years cycle. As per MoEF&CC gazette notification dated 31.12.2021, the legacy ash is to be utilized progressively by the thermal power plants in such a manner that the utilization of legacy ash shall be completed within ten years from the date of publication (31.12.2021) i.e. till 30.12.2031.

It is submitted that the entire pond ash stored in the ash dykes will be utilized completely within 2-3 years because the demand of the ash is about 188.54 Lakh MT against the available quantity of 108 Lakh MT in ash dykes.


Chief Engineer/PTPS
HPGCL, Panipat



HARYANA POWER GENERATION CORPORATION LIMITED

Regd. Office – C-7, Urja Bhawan, Sector-6, Panchkula

Corporate Identity Number: U45207HR1997SGC033517

Website: www.hpgcl.org.in

Email: xenemp2.ptps@hpgcl.org.in

An ISO: 9001, ISO: 14001 and OHSAS: 18001
Certified Company

Telephone No. 0180-2566821

Fax No. 0180-2566821

Sales order No. *05/2024-25/cmdp-II/1059*

Dated: *05-07-2024*

From

Chief Engineer/PTPS,
PTPS, HPGCL, Panipat.

To

M/s H.G. Karnal Ring Road Pvt. Ltd.
Khasara No. 106/10, Village Darar,
Near Green Land Public School,
Indri Road Karnal, Haryana – 132001
E. Mail : planning.karnal@hginfra.com

Memo No. *Ch-06/cmdp-II/1059* Dated: *05-07-2024*

Subject: Sale order for lifting of 10.00 LMT pond ash from ash dykes of PTPS (subject to availability of pond ash in the ash dykes of PTPS) for NHA (PIU- Ambala) project namely 6 - Lane Greenfield Karnal Ring Road.

Ref: NHA (PIU- Ambala) vide letter No. 939 Dated 04-06-2024 & 1105 Dated 14-06-2024.

In continuation to NHA (PIU- Ambala) vide letter No.939 Dated 04-06-2024 & 1105 Dated 14-06-2024, this office is pleased to place upon you the sales order for lifting of 10 L MT pond ash from ash dykes of PTPS (subject to availability of pond ash in the ash dykes of PTPS) as per the below terms & conditions:

TERMS AND CONDITIONS:

1. M/s HG, Karnal Ring Road Pvt. Ltd a concessionaire for NHA (PIU – Ambala) will lift pond ash (10 Lac MT, subject to availability) from ash dykes of PTPS, Panipat @ Rs 152 per MT plus GST as applicable & on "as is where is basis" by engaging its own Heavy Earth Moving Machinery (HEMM) Equipment in Pollution free manner.
2. The total supply of 10 Lakh MT shall be made in 4 lots of 2.5 Lakh MT each i.e., in phased manner. Necessary approval shall be accorded by CE/PTPS after completion of lifting of each lot to start the lifting of next lot. The lifting permission shall be cancelled or revoked in case the firm is found violating any clause/term/condition of the allocation order or any statutory requirement related to environmental laws etc. at any point of time.
3. Transportation of pond ash by trucks/tippers after proper covering of the same by tarpaulin covers so as to minimize the spilling of ash during transportation.
4. Sprinkling of water by deploying water tankers and permanent sprinklers along the entire transportation path etc. so as to suppress ash dust in the ash dykes while loading / transportation of ash in trucks / tippers.
5. The lifting can be suspended /halted by PTPS during high winds. The lifting timings can be restricted as per the directions of District Administration Panipat / Chief Engineer PTPS or any other competent authority. Lifting of ash must be 30 Meter away from ash dyke bund.
6. Online cameras shall be installed by M/s HG, Karnal Ring Road Pvt. Ltd a concessionaire for NHA (PIU – Ambala) at the weigh bridge for round-the- clock monitoring. Tyre washing facility shall be installed by firm at the weigh bridge facility. Firm will ensure the movement of trucks only through the allocated path
7. No damage shall be caused by M/s HG, Karnal Ring Road Pvt. Ltd to the ash dykes of PTPS. If any damage is done, firm shall be liable to pay the penalty as deemed fit by PTPS authorities.
8. The period of completion of this job/ activity will be 2 years from the date of issuance of this sale order and the minimum lifting for a year will be 5L MT excluding the days, when the lifting is totally stopped by the management on environmental/administrative grounds. A penalty of Rs 2 per MT will be levied for the short-lifted quantity at the end of each year after adjusting the days when lifting was not allowed by HPGCL authorities. HPGCL shall have the right to sell the quantity to any other party, if the allocated quantity is not lifted by the firm for any reason.

9. M/s HG, Karnal Ring Road Pvt. Ltd shall execute a contract agreement with HPGCL on a NonJudicial Stamp Paper of appropriate value within 07 days of receipt of sales order. The sale price of pond ash shall be Rs 152 per MT plus GST as applicable. M/s HG, Karnal Ring Road Pvt. Ltd shall be fully responsible for loading/unloading and transportation of ash at its own cost. M/s HG, Karnal Ring Road Pvt. Ltd will deposit Rs.1crore (refundable) as security amount with PTPS. M/s HG, Karnal Ring Road Pvt. Ltd will also deposit Rs.1 crore in advance and thereafter shall deposit the amount equivalent to the sale value of pond ash quantity lifted by it in the previous month, by 7th day of the following month.
10. M/s HG, Karnal Ring Road Pvt. Ltd. can lift the pond ash equivalent to the value of Rs.1 Crore during a month and further lifting during the month shall be allowed only on receipt of extra advance payment of pond ash.
11. The authorized representative of M/s HG, Karnal Ring Road Pvt. Ltd shall inform to PTPS, the number of trucks received at their manufacturing / Construction site on daily basis. This is only to ensure that the trucks dispatched from Ash Dyke of PTPS have reached the project namely 6-Lane Greenfield Karnal Ring Road.
12. Payment towards sale of pond ash shall be based on the weighment (in MT) of pond ash done at ash dykes of PTPS. M/s HG, Karnal Ring Road Pvt. Ltd shall install weigh bridge facility at the ash dykes of PTPS, Panipat and also facilitate the required infrastructure necessary for sale of pond ash from the ash dykes of PTPS, Panipat. The valid calibration certificate from OEM and license from Weights & Measures Department, Haryana will be supplied by the M/s HG, Karnal Ring Road Pvt. Ltd. PTPS has right to direct the M/s HG, Karnal Ring Road Pvt. Ltd for re-calibration, whenever needed.
13. After removal of pond ash from a particular area in stages, the area would be leveled.
14. M/s HG, Karnal Ring Road Pvt. Ltd will take all necessary measures so that there is no pollution during the excavation, transportation and disposal of ash.
15. For the safeguard of man & machinery inside the Dyke area, M/s HG, Karnal Ring Road Pvt. Ltd may depute security at its own cost and arrangement.
16. M/s HG, Karnal Ring Road Pvt. Ltd will abide by all environmental laws, labour laws or any other law which is applicable for the execution of the job.
17. HPGCL shall allow movement of labour, machinery, materials, vehicles engaged by M/s HG, Karnal Ring Road Pvt. Ltd for lifting of pond ash subject to security restrictions as imposed by HPGCL, from time to time for the safety and security of power plant in particular and HPGCL, in general.
18. All statutory regulations pertaining to labour laws and labour welfare activities shall be followed by you.
19. M/s HG, Karnal Ring Road Pvt. Ltd will ensure that lifting of pond ash is done in proper co-ordination with HPGCL and shall neither hamper the normal power plant operation of Thermal Power Stations, nor cause any operational problem.
20. M/s HG, Karnal Ring Road Pvt. Ltd will be liable for all or any damage to HPGCL's property or injury to HPGCL employees or third party caused by negligence on the part of M/s HG, Karnal Ring Road Pvt. Ltd or its employees or its carriers.
21. M/s HG, Karnal Ring Road Pvt. Ltd will indemnify HPGCL regarding any damage to the labour, person, plant and machinery/ equipment etc and it shall be your sole responsibility.
22. M/s HG, Karnal Ring Road Pvt. Ltd will indemnify HPGCL regarding any damage under public property damage act caused by negligence on the part of M/s HG, Karnal Ring Road Pvt. Ltd or its employees or its carriers. Further, M/s HG, Karnal Ring Road Pvt. Ltd will not do overloading of its trucks/dumpers etc.
23. If any action in the court is brought by third party against the HPGCL or an officer/official of the HPGCL for the failure or neglect on your part to perform any act, matters, covenants or things under the allocation, or for damage or injury caused by the alleged omission or negligence on your part, your agents, representatives or your Sub-contractors, workmen, suppliers, in such cases you will indemnify and keep the HPGCL and /or its representative harmless from all losses damages, claims, expenses or decrees arising out of such action.
24. M/s HG, Karnal Ring Road Pvt. Ltd will take all measures as per norms of HSPCB/CPCB/ MoEF & CC/NGT to avoid pollution to the satisfaction of HPGCL. M/s HG, Karnal Ring Road Pvt. Ltd will be responsible for keeping the ash dyke area clean by sprinkling water on dyke area, covering the truck with tarpaulin before moving out of the area, washing of tyres of the trucks before coming out of the dyke. M/s HG, Karnal Ring Road Pvt. Ltd may use ash water from inside the dyke area free of

cost; however M/s HG, Karnal Ring Road Pvt. Ltd will make its own arrangement for pumping/sprinkling etc. Similarly, while transporting, no spillage of pond ash would be permitted to avoid air pollution. If the process adopted by the firm is found deficient, HPGCL has the right to cancel the allocation.

25. The lifting may be stopped during the windy season or at any time not found suitable for surroundings. If the process adopted by the firm is found deficient, HPGCL has the right to cancel the allocation. Any other arrangement like repair of paths etc. if required shall be done by M/s HG, Karnal Ring Road Pvt. Ltd at its own cost. Stone boulders etc. will be made available free of cost by HPGCL available in plant premises for construction /repair of the approach road to Ash dykes of PTPS, Panipat.
26. M/s HG, Karnal Ring Road Pvt. Ltd will make its own arrangements at its own cost for illumination/lights etc.
27. All present and future statutory levies, taxes and duties etc. in respect of lifting of pond ash shall be borne by M/s HG, Karnal Ring Road Pvt. Ltd.
28. During and after lifting of ash from the ash pond, all the property rights of Ash Dykes of PTPS, Panipat shall rest with HPGCL.
29. The allotment of pond ash to M/s HG, Karnal Ring Road Pvt. Ltd is in compliance of MoEF&CC notification dated 31.12.2021 and in view of MoP guidelines dated 22.02.2022. The role of PTPS shall be limited to sale of pond ash in compliance of MoEF&CC Gazette Notification dated 31.12.2021.
30. The firm will also comply with the statutory provisions with respect to GST rules and submit its GST registration certificate. Compliance certificate should be also submitted by firm on monthly/quarterly basis as per return filling norms.
31. Ash to be utilized by the Firm only for the project namely 6 - Lane Greenfield Karnal Ring Road for which allocation is made by HPGCL, in case any violation is noticed, the allocation will be cancelled and remedial action will be taken against the firm to recover any kind of loss on this account.
32. Firm will also submit the GST compliance certificate on regularly basis and requisite documents to ensure the statutory compliance.
33. Firm GST registration will also be in the name of firm to whom allocation order is issued i.e. M/s HG, Karnal Ring Road Pvt. Ltd.

34. ARBITRATION

All matters, questions, disputes, differences and / or claims arising out of and / or concerning, and /or in connection with, and /or in consequence of, and /or relating to the contract whether or not obligations of either of both the Supplier and the Corporation under that contract be subsisting at the time of such dispute and whether or not the contract has been terminated or purported to be terminated or completed, shall be referred to the sole arbitration of MD, HPGCL or an officer appointed by the MD, HPGCL as his nominee. The award of the Arbitrator shall be final and binding on both the parties.

35. SET OFF

Any sum of money due and payable to the firm under the contract (including security-deposit returnable to the firm) may be appropriated by the HPGCL and set-off against any claim of the Corporation for the payment of a sum of money arising out of under that or any other contract entered into by the firm with the HPGCL.

any
05/07/24

Executive Engineer/CMDP-II,
For Chief Engineer/PTPS,
PTPS, HPGCL, Panipat.

Endst No. 1483/CMDP-II

Dated:- 05-07-2024

Copy of the above is forwarded to the following for information and further necessary action please:-

1. SE/MM& Stores, PTPS, HPGCL, Panipat
2. Sr. A.O, PTPS, HPGCL, Panipat

This is being issued with the approval of WTDs of HPGCL at NP-9 of the case file.