

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH AT NEW DELHI

I.A. NO. ___ OF 2025

IN

O.A. NO. 44 OF 2024

JOT SINGH BIST

... APPLICANT

VERSUS

STATE OF UTTARAKHAND AND ORS.

... RESPONDENTS

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DATE: 30.04.2025

PLACE: New Delhi

THROUGH


**ALPHA LEGAL ADVOCATES
C-53, BLOCK C, JANGPURA EXTENSION,
NEW DELHI – 110014**

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
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STATE OF UTTARAKHAND AND ORS

.... RESPONDENTS

ADDITIONAL RESPONSE ON BEHALF OF THE RESPONDENT NO. 5, MEHGHA ENGINEERING AND INRSTRUCTURES LTD. ("MEIL") IN COMPLIANCE WITH THE ORDER DATED 13.02.2025 PASSED BY THIS HON'BLE TRIBUNAL

MOST RESPECTFULLY SHOWETH:

1. The present additional response is being filed by the Respondent No. 5/ Megha Engineering and Infrastructures Ltd. (MEIL) (the "Answering Respondent") in compliance with the order dated 13.02.2025 passed by this Hon'ble Tribunal directing the Respondent No. 4 and 5 to file additional responses specifically mentioning the muck dumping area/ site identified along with the permissions granted for muck dumping, verification reports regarding compliance/non-compliance of muck dumping, mitigation measures to be taken in case of any alleged violation, and a pen drive containing video clips showing the before and after status of the site in question. The present affidavit is also being filed in response to IA No. 216/2025 filed by the Respondent No. 4/ Rail Vikas Nigam Ltd. (RVNL).
2. The present additional response is to be read as supplementing the Reply dated 26.08.2024, the Affidavit dated 14.10.2024 as well as the written submissions dated 11.02.2025, filed by the Answering Respondent before this Hon'ble Tribunal, the contents of which are not being repeated herein for the sake of brevity.
3. Briefly stated, notwithstanding the exemption u/s. 11 of the RAILWAYS ACT, 1989, which has been elaborately dealt with in the previous affidavits, the Answering Respondent submits that:

- i. An approved environmental management plan (**EMP**) is already in place. Particularly, Clause 9.5 and Table 9.2 of the EMP provide for the muck disposal management plan, and contemplate management measures for each dumping site.
- ii. The Answering Respondent could not implement the approved EMP in its entirety, since a sealing order dated 11.07.2024 came to be passed owing to the captioned OA. If IA. No. 216/2025 were to be allowed, it will facilitate implementation of the EMP.
- iii. The Answering Respondent undertakes to plant trees at the subject muck dumping site, over and above that contemplated in the approved EMP.
- iv. The Answering Respondent has strictly adhered to the terms of the contract dated 02.09.2020 entered into between the Respondent No. 4 and the Answering Respondent (the “**Agreement**”), and has executed the muck dumping work in the designated muck dumping sites.
- v. The Agreement, particularly, Clause 2.18.1 (a), expressly stipulated that all necessary permissions with respect to the land acquired by the Respondent No. 4 had already been obtained by the Respondent No. 4.
- vi. The Joint Committee Report dated 13.05.2024 (**JCR**), has confirmed that no damage had been caused to the private lands, the Alaknanda River, and the trees due to the debris disposal.
- vii. The Answering Respondent has complied with the protective measures contemplated under the Agreement to prevent any environmental damage.

EXISTING EMP & ADDITIONAL MITIGATION MEASURES

4. An approved EMP is already in place (*See Pg. 1161 of R4's Supplementary Affidavit dated 11.10.2024*).
5. Clause 7.7.2 of the Agreement stipulates that the Contractor i.e., the Answering Respondent must ensure muck management as per the “approved environmental mitigation plan”. Cl. 7.7.2 is being reproduced below for ease of reference:

“Excavated materials which are not suitable for construction and those in excess of the requirement for construction shall be disposed off in the waste disposal area. Surfaces of material so disposed off shall be trimmed to regular lines and grades satisfactory to the Engineer. Disposal off material shall be such that it will not interfere with natural drainage and is as per the regulations for environmental protection or with Engineer's acceptance. The Contractor must ensure muck

management as per the approved environmental mitigation plan with proper turfing and plantation at dumping sites. [Emphasis added]

6. Clause 9.5 and Table 9.2 of the EMP provide for the muck disposal management plan, and contemplate management measures for each dumping site. Further, Cl. 9.5.6 of the EMP provides for “*Turfing and Tree Plantation*” and states as follows:

*“The waste material dumped at spoil tips would comprise mainly of loose rock fragments that would be mechanically compacted and properly levelled with suitable safe slopes. In order to restore the area, all these spoil tip areas/dumping sites need to be rejuvenated by means of turfing and vegetation growth. Effort shall be made to retain trees along the contour with row interval of 10 m for compaction machineries to be operated. Around 85% of the dumping site area is considered to be turfed as the rest of the space would get consumed in providing protection walls, fencing, retaining existing trees etc. About 15-30 cm of thick layer external soil will be spread on the slope area. Bio engineering techniques like geotextiles shall be used for growth of grass or ground cover. **Maintenance of the same shall be done for at least 4 years followed by periodic inspection ...**”.*

[Emphasis added]

7. The Regional Empowered Committee (**REC**) of the Integrated Regional Office, Dehradun, of the MoEF&CC, in its 71st meeting held on 30.08.2022, discussed the proposal for diversion of additional 0.8511 Ha of forest land in Jawari, in favor of the Respondent No. 4. The said proposal was made due to the need for an additional area for muck dumping necessitated by the incorporation of new Adit tunnels in the already approved proposal for the construction of the proposed project (*See Pg. 1119 of R4’s Reply dated 21.08.2024*).
8. In this respect, it is submitted that the REC while considering the approval of additional area for muck dumping, noticed that there would be compensatory plantations in multiple areas and hence, instead recommended a plantation scheme of 1702 trees in one single patch of land.
9. The Answering Respondent undertakes the following mitigation measures:
- i. To implement the EMP already in place.
 - ii. To additionally plant trees in the subject muck dumping area, once the excavated muck is allowed to be relocated.

- iii. To relocate the muck from the dumping site so as to obviate any adverse environmental consequences owing to the impending monsoons.

IA NO. 216/2025 OUGHT TO BE ALLOWED

10. It is submitted that if the IA for Directions filed by the Respondent No. 4 is allowed, the Answering Respondent will be able to relocate the muck from the dumping site (which is presently sealed) and thus, avoid any adverse environmental implications owing to the impending monsoons. Further, it will also allow the Answering Respondent to reuse the excavated muck for construction-related activities, as was contemplated under the Agreement.
11. The Answering Respondent respectfully submits that the muck in question ought to be utilised to facilitate the clearance of the Gadera, thereby serving a dual purpose. This approach will not only expedite the project's execution but also eliminate the need for procuring additional muck, reducing unnecessary costs and resource wastage. Furthermore, by removing the muck, the area would be restored for natural growth of plants. The sealing of the dumping site has significantly delayed the project and caused undue hardship to the Answering Respondent, despite its compliance with all relevant environmental, mining, and contractual obligations. The Answering Respondent humbly requests this Hon'ble tribunal to consider the immediate necessity of utilising the muck for Gadera clearance and to provide the required relief to ensure that the project is completed efficiently and without any ecological harm.

NO DEVIATION FROM THE APPROVED MUCK DUMPING SITES

12. Clause 2.3(E) in Chapter 2 (General Information and Scope of Work) provides for details of the muck dumping locations and reads as follows:

*“Employer **has already acquired land** required for dumping of muck to be generated from tunnel excavation at suitable locations. All sites are located within 10km lead of the tunnel Portals. **Site maps for all muck dumping grounds are shown in bid drawings in Vol. III.** Brief details are as follows:*

<i>Ground ID</i>	<i>Available Muck dumping capacity</i>	<i>Muck Dumping Location</i>	<i>Suitable for</i>	<i>Distance (Kms)</i>

D27 (NH)	3,52,000.00 cum.	At Narkota Village	T13-P-1	At Tunnel-13 Portal-1 location
D27 (NH)	3,52,000.00 cum.	At Narkota Village	Adit-7 Portal	At 8 km from admit Portal location.
D-28* (NH)	7,69,280.00 cum	Nearby Tilani Yard	T-13-P-2	At Portal Location Only.

**This dumping ground would be shared between T13 and T14.*

Details of access Roads for Muck Dumping Zone D-27 are as follows:

*Muck Dumping Yard (D-27) is located at Narkota Location. This dumping yard is accessible through NH-58. No additional approach road is required to access this dumping zone. At Adit 7 portal location, there is space for muck dumping, **muck generated from this adit portal shall be dumped in this dumping yard only.***

Details of access Roads for Muck Dumping Zone D-28 are as follows:

Muck Dumping Yard (D-28) is located nearby Tilani Yard station. This dumping yard is accessible through NH-58. No additional approach road is required to access this dumping zone.” [Emphasis added]

13. It is submitted that following the directives of the Respondent No. 4, the Answering Respondent utilized the designated muck dumping sites as per the terms of the Agreement. Locations of the identified muck dumping sites as per Bid Document PK-7B is hereto marked and annexed as **Annexure A-1**.
14. However, the D27 dumping yard was not available for use and during the course of the construction, it was discovered that the D28 dumping yard had reached its full capacity, thereby necessitating the need for additional land. Accordingly, the Answering Respondent requested the Respondent No. 4 for allocation of additional dumping land at Adit 7/ Jawari Bypass by its letter dated 02.12.2021 (*See Pg. 1010 of R5's Reply dated 26.08.24*). The Respondent No. 4, through its Engineer (AECOM), by a letter dated 28.12.2021 accorded its in-principal approval for the dumping yard for Adit-7 at Jawari Bypass and instructed the Answering Respondent to “*start the work at the earliest*” (*See Pg. 1012 of R5's Reply dated 26.08.24*).
15. Therefore, from the above, it is clear that the Answering Respondent has acted in accordance with the terms of the Agreement and has executed the muck dumping work only in the land provided to it by the Respondent No. 4.

RESPONSIBILITY TO OBTAIN PERMISSIONS FOR
MUCK DUMPING SITES LAY WITH RESPONDENT NO. 4

16. The Answering Respondent is the Contractor under the Agreement (responsible for the execution of the project in question), while the Respondent No. 4 is the Employer. Accordingly, their responsibilities are stipulated in the Agreement. Particularly, Clause 2.18.1(a) of the Agreement reflects the responsibility of the Respondent No. 4 to acquire all necessary permissions with respect to land acquired by it. Clause 2.18.1 is reproduced below for ease of reference:

“Clause 2.18 Other Provision: 2.18.1 Land:

*a) **Employer has acquired land required for construction of permanent works and Muck dumping zones.** Necessary forest clearances and possession of entire land (Government, forest and Private) has been obtained. Contractor will be made available entire acquired land for construction of permanent works. All acquired area are shown in drawings included Vol. III.”* [Emphasis added]

17. The abovementioned Clause makes it clear that it was not only the responsibility of the Respondent No. 4 to obtain the necessary clearances but also that the said clearances had already been obtained by it. It is submitted that it is on this basis that the Answering Respondent carried out the works in the designated areas under the Agreement. Thus, it was not the Answering Respondent’s responsibility to obtain the necessary permissions with respect to the muck dumping sites. It is nonetheless reiterated that S. 11 of the RAILWAYS ACT, 1989 obviated the need for any such statutory permissions.
18. In other words, the sole responsibility was cast on the Respondent No. 4 to obtain permission/ clearance for the project (as per Bid Document PK-7B Clause 2.18.1), and it was represented to the Answering Respondent that the Respondent No. 4 had acquired land required for construction of permanent works and muck dumping zones. Furthermore, the violation as contended before this Hon’ble Tribunal mainly pertains to the dumping of muck at Jawari By-pass for which approval was under process by the Respondent No. 4.
19. It is pertinent to mention that the Answering Respondent is legally authorized to utilize muck generated from tunnelling operations pursuant to Government of Uttarakhand (GoUK) Orders No. 123/VIL-1/2021/8(16)/19 dated January 19, 2021 (*See Pg. 1013 of R5’s Reply dated 26.08.24*), and No. 910/VII-A-1/2021/03(46)/2021 dated August 24,

2021 (*See Pg. 1026 of R5's Reply dated 26.08.24*), issued by the Audhyogik Vikas (Khanan) Anubhaga-1, Dehradun.

20. It is further submitted that Clause 7.2, Chapter 7 of the Bid Drawings in the Agreement makes it incumbent on the Answering Respondent to execute the works as per the approved construction drawings and specifications. Therefore, it is clear that the sites for muck dumping had already been identified by the Respondent No. 4. Even the additional muck dumping sites utilised subsequently had the approval of the Respondent No. 4 by its letter dated 28.12.2021. Upon reading the same with Clause 2.18.1(a) of the General Information and Scope of work in the Agreement, the extent of liability of the Answering Respondent becomes clear.
21. Simply put, the responsibility of the Answering Respondent was restricted to carrying out the muck dumping in the designated areas as acquired by the Respondent No. 4 and the same was done under the impression that necessary clearances had already been obtained. It is nobody's case that the Answering Respondent has not complied with this contractual requirement.
22. The Answering Respondent further wishes to highlight that there has been no other violation at any of the work sites moreover additional Gabions wherever required have also been installed by the Answering Respondent.

NO DAMAGE FOUND BY JOINT COMMITTEE AT SITE IN QUESTION

23. Moreover, to this effect, the findings of the JCR dated 13.05.2024 (as translated and reproduced in the order dated 17.05.2024) are noteworthy. The Joint Committee has confirmed that:
 - a. No damage has been caused to the private lands or the Alaknanda River due to the debris disposal.
 - b. No trees had been cut.
 - c. The branches of 5 trees, which appeared to be buried due to debris dumping, were green and hence, no damage could be said to have been caused to the said trees.

24. Such categorial findings were made pursuant to a site visit of the muck dumping site by the Joint Committee and hence, must be had specific regard to.

COMPLIANCES BY THE ANSWERING RESPONDENT

25. The Answering Respondent recognises how crucial it is to protect the environment and is committed to using sustainable practices and strict environmental controls at every step of the project by following high environmental standards and using the latest technology to reduce the impact on the ecosystem. Accordingly, the muck dumping has been undertaken as per the provisions of Bid Document PK-7B by installing Gabions at the toe of the muck dump to avoid spillages. The same can be ascertained from the photos and videos submitted along with the present additional response.
26. Further, in compliance with Rule 8(6) of Chapter 3 of UTTARAKHAND MINERAL (PREVENTION OF ILLEGAL MINING, TRANSPORTATION AND STORAGE) RULES, 2021, which contemplates the payment of a fees of Rs. 50,000 for the storage of muck collected from tunnel excavation, has been duly paid by the Answering Respondent (*See Pg. 1030 R5's Reply dated 26.08.24*).
27. In any case, the Answering Respondent has been penalised under the INDIAN FOREST ACT, 1927 by the Forest Officer, South Jakholi Range, who was directed to assess the damage caused to the forest wealth due to the debris disposal in the additional area. In lieu of the same, an action was taken under the INDIAN FOREST ACT, 1927 and an amount of Rs. 4,61,291/- was recovered and deposited in the Forest Revenue by the Answering Respondent. The Answering Respondent assures that it will diligently implement all necessary precautions to prevent any ecological impact or harm.
28. The Answering Respondent further submits that the final dressing up of the dumping sites shall be done as per the instructions of the Respondent No. 4 in compliance with the environmental guidelines after the completion of the project.

THE BEFORE & AFTER STATUS OF THE SITE IN QUESTION

29. Lastly, it is submitted that as per the order of this Hon'ble Tribunal dated 13.02.2025, the Answering Respondent is also submitting a pen drive containing the video clips/ photos showing the current status of the muck dumping site at Jawari Bypass.

30. A pen drive containing the pictures and videos showing the current status of the muck dumping site is hereto marked and annexed as Annexure A-2.

SUMMARY

31. Hence, in summary, it is submitted that:
- a. The Answering Respondent undertakes to implement the already approved EMP in place and carry out a plantation scheme of 1702 trees.
 - b. Additionally, the Answering Respondent undertakes to plant trees separately in the subject muck dumping site.
 - c. The IA for directions for de-sealing of the muck dumping site filed by the Respondent No. 4 ought to be allowed so that the Answering Respondent may relocate the excavated muck to an alternate site, thereby avoiding any adverse environmental consequences owing to the impending monsoons, and also implement the approved EMP in its entirety.
 - d. The Answering Respondent has strictly adhered to the terms of the Agreement (which provided for designated muck dumping areas) in executing the muck dumping work.
 - e. The JCR dated 13.05.2024 has confirmed that there has been no damage to private lands, the Alaknanda River and the trees. Therefore, no environmental damage can be attributed to the Answering Respondent.

Date: 30.04.2025

Place: New Delhi

RESPONDENT NO. 5


**THROUGH
ALPHA LEGAL ADVOCATES
C-53, BLOCK C, JANGPURA EXTENSION,
NEW DELHI – 110 014**

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH AT NEW DELHI**

I.A. NO. ___ OF 2025

IN

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JOT SINGH BIST

...APPLICANT

VERSUS

STATE OF UTTARAKHAND AND ORS

... RESPONDENTS

AFFIDAVIT

I, T. Ashok Reddy, S/o: T. Pratap Reddy, Aged about: 67 Years, the Authorized Representative of M/s Megha Engineering & Infrastructures Ltd., S-2, Technocrat Industrial Estate, Balanagar, Hyderabad. 500037, Telangana, do hereby solemnly affirm and declares as under:

1. That I am the Authorized Representative of the Respondent No. 5 and being well conversant with the facts of the case, and am competent to swear this affidavit.
2. That the deponent has gone through the contents mentioned in the accompanying Respondent No.5 which are true and correct to the best of my knowledge and belief. No part of it is wrong and nothing material has been concealed and misstated.
3. That the Annexures to the accompanying Application are true/certified copies of their respective originals.



T. Ashok Reddy
Deponent

Verification

Verified that the contents of the above affidavit are true and correct to my knowledge and belief. Nothing material has been concealed or mislead therein.

Verified at Hyderabad on this 16th day of April of 2025

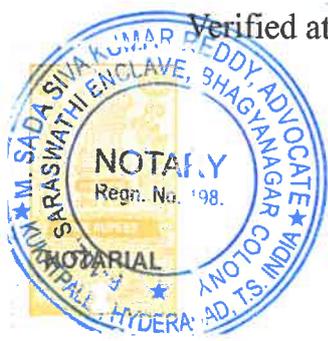


T. Ashok Reddy
Deponent

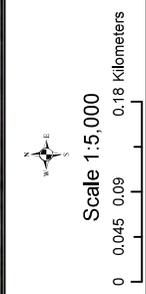
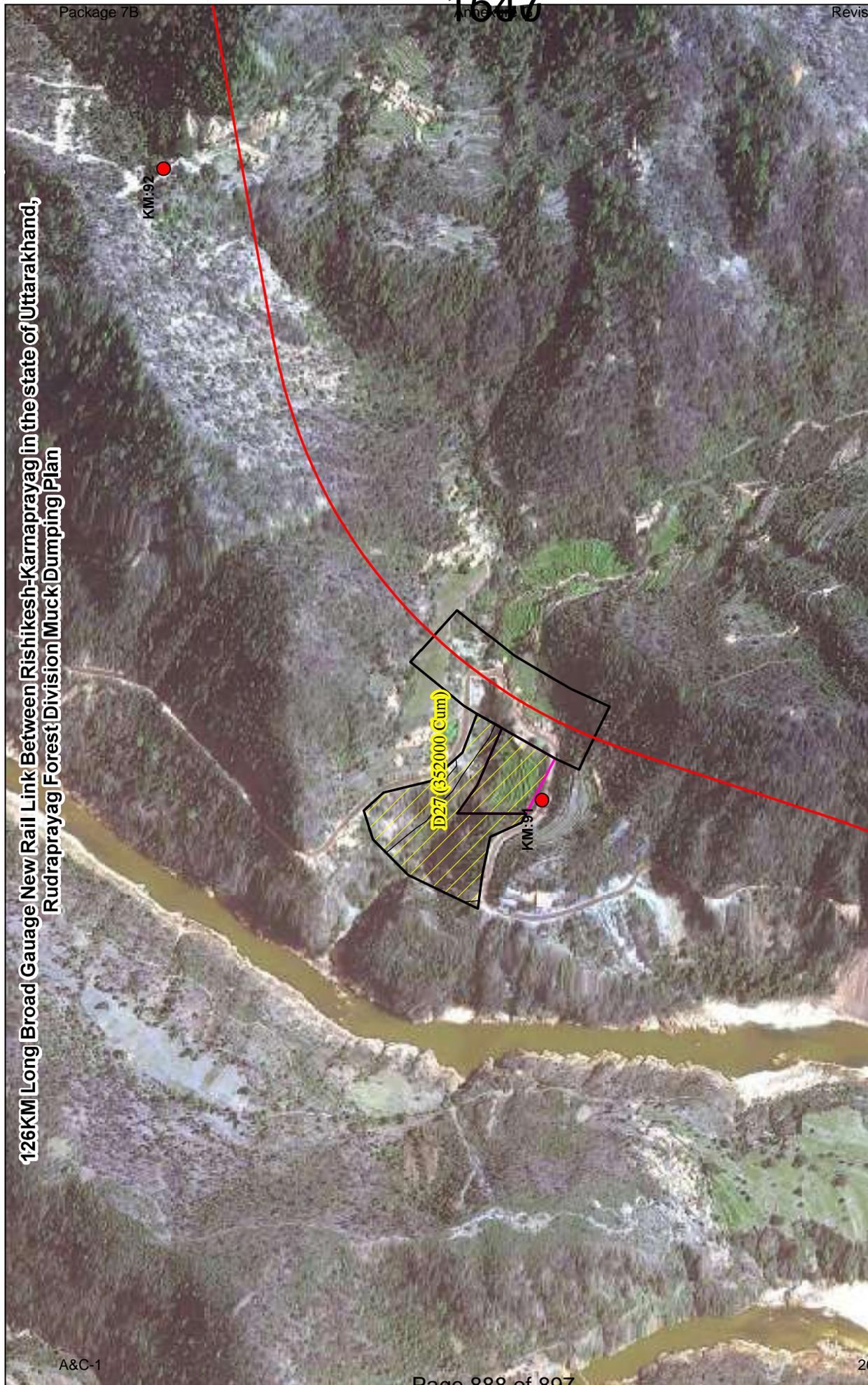
ATTESTED

16 APR 2025

M. SADA SIVA KUMAR REDDY, B.Com., B.L.,
ADVOCATE & NOTARY
Appointed by Govt., India
G.O.Ms.No.198, Rev (Regn-II), dt. 11.04.2000
102, Saraswathi Enclave, Bhagyanagar Colony,
Kukatpally, Hyderabad, TS, India (Ph:98480 44395)



126KM Long Broad Gauge New Rail Link Between Rishikesh-Karnaprayag in the state of Uttarakhand, Rudraprayag Forest Division Muck Dumping Plan



Legend

- Chainage in Km
- Reserve Forest
- Non Forest
- DS
- CL



User Agency:

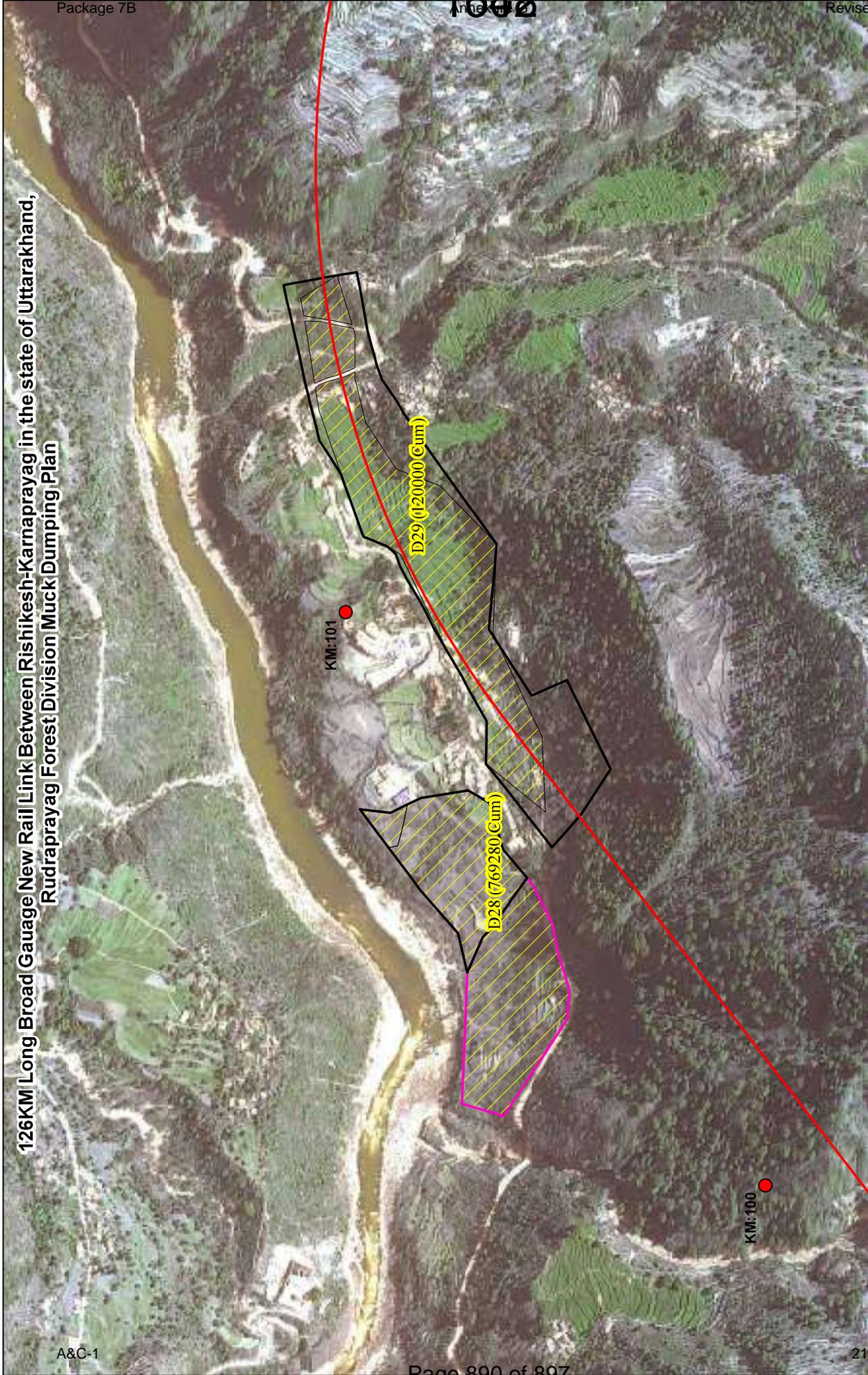
Indian Railways

126KM Long Broad Gauge New Rail Link Between Rishikesh-Karnaprayag in the state of Uttarakhand, Rudraprayag Forest Division Muck Dumping Plan

Package 7B

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Revised Vol-III



A&C-1

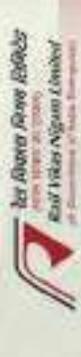
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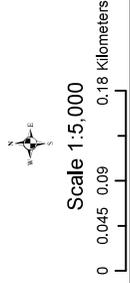
Indian Railways

Executing Agency:



Legend

- Chainage in Km
- CL
- Reserve Forest
- Non Forest
- DS
- Reserve Forest



SHEET-4



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