

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

Original Application No. 48/2025 (WZ)

IN THE MATTER OF:

Ameet Singh

-

Applicant

VERSUS

Pune Municipal Corporation and others

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Respondents

AFFIDAVIT ON BEHALF OF RESPONDENT NO 5

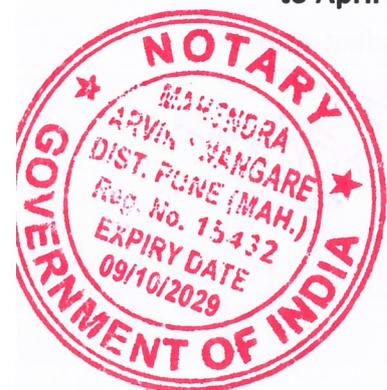
CENTRE FOR DEVELOPMENT OF ADVANCED COMPUTING (C-DAC), PUNE

I, Jagadeesh Kumar R. S., working as Head Legal, at Centre for Development of Advanced Computing (C-DAC), Pune, do hereby solemnly affirm and state as under:

1. That the present affidavit is being filed on behalf of Respondent No. 5, Centre for Development of Advanced Computing, (C-DAC), Pune in response to the notice issued by this Hon'ble Tribunal in Original Application No. 48/2025 WZ.
2. That C-DAC is a premier scientific research and development institution under the Ministry of Electronics and Information Technology (MeitY), Government of India, engaged in the development of advanced computing technologies and their applications. It undertakes several Government-funded projects, including in the field of air quality forecasting and environmental data management.



3. That C-DAC, as part of its air quality initiatives, developed a tool titled "**UrbAirIndia**" for urban air quality management, and currently developing Air quality forecasting system for under NSM urban Modelling project supported by MeitY, GoI. Based on its domain expertise, C-DAC was invited to engage in discussions with Pune Municipal Corporation (PMC), during which it demonstrated the functionality and features of the said tool and offered technical support for its use.
4. That **UrbAirIndia** is a scientific decision-support tool developed to assist urban local bodies in monitoring and managing air quality through analytics. It enables data access and emission scenario generation that can assist policy-making and response strategies for air quality management.
5. That a **Memorandum of Understanding (MoU)** was executed between C-DAC and PMC on **14th February 2022** for the limited purpose of making the **UrbAirIndia** software available to PMC. A copy of the MoU is annexed hereto and marked as **Annexure R/1**.
6. That the said MoU specifically states that there shall be no **financial liability** on PMC. C-DAC agreed to provide access to the **UrbAirIndia** tool and Air quality forecast developed under the NSM Urban Modelling Project.
7. Further, despite repeated communications, PMC did not designate any nodal person for coordinating installation or further training regarding the use of the tool. Email communication in this regard is attached as **Annexure R/2**.
8. That, nevertheless, in good faith and without any legal or contractual obligation, C-DAC voluntarily provided **Pune-specific air quality forecast data** from **January 2023 to April 2023**, which had been generated under the NSM Urban Modelling Project.



9. That on **19th April 2023**, C-DAC officials visited PMC's office to demonstrate a utility for accessing forecast data. This was an initiative taken suo motu by C-DAC in order to assist PMC. However, no further response or action was received from PMC thereafter.
10. That C-DAC has **not** been appointed, authorised, or engaged by either the **Maharashtra Pollution Control Board (MPCB)** or **Pune Municipal Corporation (PMC)** with respect to any assignment connected to the subject matter of the present Original Application. That C-DAC's role was strictly limited to the **demonstration and sharing of technical know-how** concerning *UrbAirIndia*. It has not undertaken any work or activity, directly or indirectly, concerning the issues raised in the present proceedings.
11. That the sharing of forecast data and participation in technical discussions with PMC was undertaken voluntarily, and C-DAC does not have any statutory or contractual responsibility in relation to the allegations or issues raised in the present Application.
12. That beyond the above, C-DAC does not wish to offer comments on the remaining averments of the Application and reserves its rights accordingly.
13. That without prejudice to the above submissions, C-DAC affirms that it remains willing and committed to extending support to Pune Municipal Corporation (PMC) as envisaged under the Memorandum of Understanding dated 14th February 2022. C-DAC continues to stand by its offer to provide access to the *Urban Modelling* application, relevant training, and related technical assistance, subject to cooperation and coordination from PMC.
14. That in view of the facts stated above, it is respectfully submitted that C-DAC, Pune is neither a necessary nor a proper party to the present proceedings and, therefore, it is humbly prayed that its name be deleted from the array of respondents in the interest of justice.



It is therefore most respectfully prayed that this Hon'ble Tribunal may be pleased to:

- a) Delete the name of Respondent – Centre for Development of Advanced Computing (C-DAC), Pune from the list of respondents in the present Original Application; and
- b) Pass such other or further order(s) as this Hon'ble Tribunal may deem fit and proper in the facts and circumstances of the case.



VERIFICATION – AFFIDAVIT

I, Jagadeesh Kumar R. S., the deponent above named, do hereby verify that the contents of the above affidavit are true and correct to my knowledge, based on official records available, and nothing material has been concealed therefrom.

Verified at Pune on this 26th day of August, 2025.

BEFORE ME

Mahendra Arvind Nangare
MAHENDRA ARVIND NANGARE
 NOTARY, GOVT. OF INDIA
 PUNE DIST. MAHARASHTRA
 Regd. No. 15432 Exp. Dt. 09/10/2029



Deponent
Jagadeesh Kumar R. S.
 (Jagadeesh Kumar R. S.)
 Head Legal,
 Centre for Development of Advanced
 Computing,
 C-DAC, Pune

NOTED AND REGISTERED
AT SR. NO. 1541/2025
DATE 29 AUG 2025



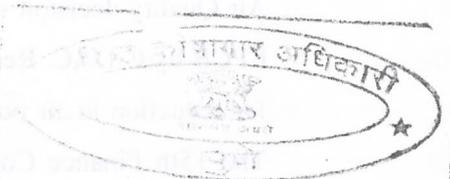


महाराष्ट्र MAHARASHTRA

2021

BH 331070

दस्ताचा प्रकार
 दस्त नोंदणी करणार आहेत का? **M.O.U**
 नोंदणी होणार असल्यास दु. निबंधक कार्यालयाचे नाव
 मिश्रकृतिये नाव
 मोबाइल क्रमांक

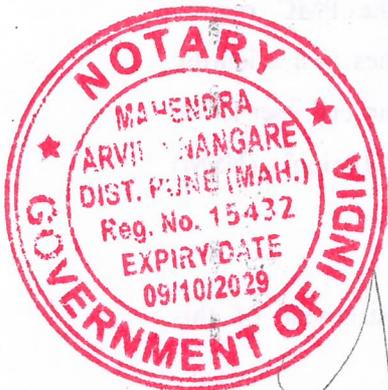


C-DAC pure
 PMC pure
 Bapu Gaikwad

14 JAN 2022

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19/1/2022



मौखिक लिपीक
 नोंदणी करिला

Memorandum of Understanding (MOU)

This Memorandum of Understanding entered into on this 14 - 2 -, 2022 at Pune.

By and Between

Center for Development of Advanced Computing (C-DAC), an autonomous Scientific Society of the Ministry of Electronics and Information Technology (MeitY), Government of

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India, registered under the Societies Registration Act of 1860 and the Bombay Public Trusts Act of 1950, having its office at C-DAC Innovation Park, Panchavati, Pashan, Pune - 411008 (hereinafter called as 'C-DAC'), Pune, which expression shall, unless it be repugnant to or inconsistent with subject or context thereof, include and be deemed to include their heirs, executors, successors or administrators and assigns, on the **ONE PART**.

AND

Pune Municipal Corporation (PMC), Pune - 411030 (hereinafter called as 'PMC'), a body incorporated under the provision of MMC Act 1949, having its office at PMC building, Shivaji Nagar, Pune 411005, Mr. Ashok Ghorpade, Chief Garden Superintendent, PMC, Pune, through its which expression shall, unless it be repugnant to or inconsistent with subject or context thereof, include and be deemed to include their heirs, executors, successors or administrators and assigns, of the **OTHER PART**.

Background:

Air Quality decision support system 'UrbAirIndia' for urban cities have been developed for CPCB by C-DAC. Recently, Govt. of India initiated National Clean Air Programme (NCAP) for reduction in air pollution levels at urban scales for 100+ Non-Attainment (Smart) Cities. The 15th Finance Commission also has the important agenda of improving air quality in cities and has allocated funds to these cities. Pune is also a part of the NCAP programme and working on to achieve the targets of reducing pollution levels in the PMC region. UrbAirIndia is an apt framework to conduct air quality management studies in a scientific manner with standard procedures. PMC can work closely with C-DAC as an end user to the products developed by C-DAC as a part of National Super Computing Mission's (NSM) urban modelling project.

Therefore, it is agreed by and between the parties through the instrument of this Memorandum of Understanding (MOU) as follows:

CLAUSE - 1: SCOPE OF MOU

This MOU details the terms and conditions regarding the collaborative work to be carried out by C-DAC & PMC, the rights and obligations of both parties with respect there to and the

usufructs thereof and the financial arrangements between the parties. The scope of work and activities for the study to be undertaken under this MOU, are detailed in this document.

CLAUSE – 2: TITLE OF THE WORK

Air Quality Modeling for Pune city under NSM urban Modelling program by C-DAC.

CLAUSE – 3: SCOPE OF THE WORK

C-DAC is closely working with PMC for air quality modelling work and C-DAC has already developed a nationwide e-portal 'UrbAirIndia' for air actions in various cities for CPCB. As we are located in Pune, C-DAC is extending support to Pune Municipal Corporation as an end user of the Air Quality Modelling computer program. UrbAirIndia is a portal developed for CPCB and it is suitable for all the air quality related operations for individual cities with data analysis, GIS based visualization and control scenario estimations. It can be used in both planning and implementation assessment of programmes and policies of PMC.

PMC will involve C-DAC as partner in air quality management works at national/international forums/projects for the mutual benefits and ease of implementing the future projects. Also, PMC will acknowledge C-DAC's role in the air quality management works undertaken under National Clean Air Programme (NCAP).

CLAUSE - 4: ROLE AND RESPONSIBILITIES OF THE PMC:

The PMC shall,

- 4.1 Designate a Senior official as the Coordinator for the collaboration;
- 4.2 Data sharing related to air quality collected by PMC to C-DAC
- 4.3 Allow to install UrbAirIndia software program and dedicate staff for use of program.

CLAUSE - 5: ROLE AND RESPONSIBILITIES OF THE C-DAC:

The C-DAC shall,

- 5.1 Designate a member as the Coordinator for the collaboration;
- 5.2 Installation/access of UrbAirIndia portal at PMC;

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5.3 Training of UrbAirIndia portal for designated member from PMC;

CLAUSE – 6: DURATION AND COMMENCEMENT OF MOU

6.1 This MOU shall be effective from the date of signing by both the parties.

6.2 The duration of the MOU shall initially be for a period as per the tenure of National Clean Air Program (NCAP) by Govt. of India (from the date of signing of this MOU till 31st December 2028 or till the date Fifteenth Finance Commission is extended) and may be extended further in writing with mutual understanding.

6.3 During the term of this MOU, this MOU may be terminated by a prior written notice of not less than one month by either party.

CLAUSE – 7: COST OF THE WORK

As an urban local body, there will be NO FINANCIAL LIABILITY to PMC. C-DAC is extending the support to PMC to use UrbAirIndia as an end user and will be providing access to other products developed under NSM urban modeling project.

CLAUSE – 8: CONFIDENTIALITY

The Parties, to the extent of their respective rights to do so, shall exchange such technical information and data as is reasonably required of each Party to perform its responsibilities under this MOU. Each Party agrees to keep the information, data, etc. in confidence and to use the same degree of care as it uses with respect to its own proprietary data to prevent the disclosure to third parties of all technical information, data and confidential business information (hereinafter referred to as "Consolidated Data"). Exchange, use and maintenance of confidential data shall be mutually discussed and agreed to by the parties. The preceding provisions of confidentiality and restriction on use of consolidated data shall not apply to:

- Information in the public domain or information, which subsequently enters into public domain without committing breach of this Clause.
- Information in possession of the Party at the time of disclosure and was not acquired, directly or indirectly, from the other Party.



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- Information, which a Party requires to disclose under law, rules or regulations or court orders, provided that the receiving party will provide prompt written notice thereof to the disclosing party prior to disclosure to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure.

PMC shall obtain secrecy undertaking from the agencies if any involved in the Research Project. Confidentiality obligations concerned herein shall be applicable for a period of five years from the date of expiry/termination of MOU.

CLAUSE – 9: INTELLECTUAL PROPERTY RIGHTS

9.1 PUBLICATIONS

C-DAC and PMC shall jointly publish the work. No party shall solely publish any article relating to the Research Project, without obtaining prior written consent of the other party. Decision of the other party in this regard shall be conveyed to the party seeking the permission, within 30 days of the receipt of the request else the party seeking permission shall go ahead with publication.

The analyzed data from the software can be used for the purpose of presentations & reports:

9.2 INTELLECTUAL PROPERTY

All prior information, including any back-ground and fore-ground intellectual property, know-how, design, and data existing with either party before the start of this project shall be the sole property of that party. Neither party shall have any claim on them whatsoever. Both the parties i.e. C-DAC and PMC shall jointly hold intellectual property rights on the work undertaken in this project.

CLAUSE – 10: LIMITATION OF LIABILITY

In no event will C-DAC or PMC be liable to each other for any incidental, consequential, special and exemplary or direct or indirect damages etc. arising out of the subject matter of this MOU, regardless of the cause of action, even if the party has been advised of the likelihood of damages, if the damages etc. are unintentional and beyond reasonable control.

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CLAUSE – 11: LAW GOVERNING THE CONTRACT/DISPUTE RESOLUTION:

The contract will be governed by The Contract Act, 1872, The Arbitration and Conciliation Act, 1996 & all other relevant Laws of India, for time being in force as amended from time to time.

In the case of dispute, it can only be settled through and by invoking Arbitration clause. All disputes and differences arising out of or in connection with the contract and works of any nature assigned under the same (whether during the progress of the works or after their completion), determination, abandonment or breach of the contract shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018. If at the time of occurrence of dispute, the mandate of Arbitration through AMRCD/PMA is not in existence or not applicable to the Parties, it shall be referred to a Sole Arbitrator appointed by C-DAC and Pune Municipal Corporation. The decision of the Sole Arbitrator shall be final and binding. Venue and seat of the arbitration shall be Pune. The language of arbitration shall be English. The common cost of the arbitration proceedings shall initially be borne equally by the Parties and finally by the Party against whom the award is passed. In all cases, the arbitrator shall state their decision in writing; the arbitrator shall give reasons for award. Subject as aforesaid the provisions of The Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being enforce shall apply to the arbitration proceeding under this clause.

The courts in Pune shall have exclusive jurisdiction to adjudicate the disputes which are not covered under the ambit of Arbitration.

CLAUSE – 12: AMENDMENT

No amendment or modification of this MOU shall be valid unless the same is made in writing by both the parties and signed by their authorized representatives and specifically stating the same to be an amendment to this MOU. The amendment shall be effective from the date on which they are made/ executed, unless otherwise agreed to.

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CLAUSE – 13: MODIFICATION AND WAIVER

No modification to this MOU will be effective unless agreed to in writing by the Parties.

CLAUSE – 14: INDEMNIFICATION

PMC agrees to indemnify and keep indemnified C-DAC, its representatives, agents, employees, successors and assigns harmless against all losses, damages or expenses of whatever form or nature, including, but not limited to, fees of attorney and costs and costs of appeals, whether direct or indirect, which they or any of them may sustain or incur as a result of any acts or omissions of its own or any of its representatives, agents or employees or students/trainees/participants/candidates selected by PMC including but not limited to any breach of this MOU or otherwise in writing, or any violation thereof of any applicable law, or regulation or order.

CLAUSE – 15: FORCE MAJEURE

Neither party shall be liable in damages or have the right to terminate this MOU for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), court orders, wars, pandemics, epidemics, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. The performance of the MOU shall be deemed suspended during such period and the time for completion shall be extended for a period corresponding to the effects of such delay. Notwithstanding the above, the Parties shall discuss with each other ways of completing performance of the MOU and if the MOU becomes impossible to perform due to any events of force majeure as stated above, which persist for a continuous period of THREE MONTHS, either party may terminate the MOU.

CLAUSE - 16: EXECUTION OF MOU

This MOU has been executed in two originals; one of these has been retained by PMC and other by C-DAC.

In witness where of the parties hereto have entered into this MOU effective as of the day and year first above written.

For and on behalf of C-DAC

For and on behalf of PMC

Signature Melhas
Name Dr. MANOJ KHARE
Designation Sr Director & HoD

Signature [Signature]
Name SHRI ASHOK GHORPADE
Designation Chief Garden Suptd

Seal
Dr. Manoj K. Khare
Senior Director & HoD
ES&EG and HPC-S&EA Group
Center for Development of Advance Computing (C-DAC)
Innovation Park, Sr. No. 34/B/1
Panchavati, Pashan., Pune - 411 008
Email: manojk@cdac.in
Tel No: +91 - 20 - 2550 - 3244

Seal
Ashok D. Ghorpade
Chief Garden Superintendent
Pune Municipal Corporation



Witness 1: (Name and Address)

Mr. Sahidul Islam
CDAC, Pune [Signature]

Witness 1: (Name and Address)

Mangesh Dighe
Environment Officer
Pune Municipal Corporation [Signature]

Witness 2: (Name and Address)

Dr Santosh Kulkarni
C-DAC, Pune. [Signature]

Witness 2: (Name and Address)

Ashwini Yadav
Educational Officer
Garden Dept.
Pune Municipal Corporation [Signature]

The common seal of PMC has been affixed before us.

In witness whereof the parties hereto have set their hand and seals the day and year first herein above mentioned.

[Signature]

8/13/25, 11:41 AM

Request for a meeting for discussion on air quality forecast results and user inputs

Request for a meeting for discussion on air quality forecast results and user inputs

From: Santosh Kulkarni <shkulkarni@cdac.in>
To: indradhanushya@punecorporation.org
Cc: Sandeep Ramchandra Gavit <gsandeep@cdac.in>, Neelesh Shripad Kharkar <neel@cdac.in>
Priority: Normal
Date: 03-30-2023 15:24

Dear Sir,

We would like to discuss with you regarding the Pune air quality results.

CDAC IT team have developed a small utility which we would like to install at your office so you can access the results daily without any issue.

Also would like to discuss with you for your inputs on the system which is under development. We can show you the initial design/plan and discuss about the same from user point of view.

Kindly let us know your suitable time for meeting at Indradhanushya office for the same tomorrow or on Monday, 03 April 2023..

Look forward to the meeting and discussion including CDAC IT team.

Thanks and regards,
Santosh

On January 5, 2023 at 3:02 PM Santosh Kulkarni <shkulkarni@cdac.in> wrote:

Dear Sir,

Please find the link for the daily air quality forecast results.

https://drive.google.com/drive/folders/1krUgUqkqmeY_YaSWf8mIIMR4UAU5Awv4

Daily data will be uploaded in this link, so you can check it daily for the updated results on AQ forecast.

Currently the forecast is available at 2 km spatial resolution for Pune district. Soon We will update it with 1 km spatial resolution for Pune city too.

I will update on the same.

Please contact me in case of any query.

Thanks & regards,

Santosh Kulkarni

