

**BEFORE THE HON'BLE NATIONAL GREEN
TRIBUNAL, WEST ZONE, BENCH AT PUNE.**

ORIGINAL APPLICATION NO. 216/2025 WZ

Pranav Pandurang Sagar and others ... **APPLICANTS**

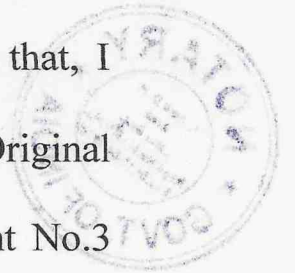
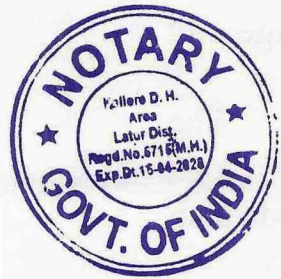
VERSUS

Ministry of Environment Forest
Through its Secretary, Indira
Paryavan Bhawan, New Delhi and others.. **RESPONDENTS**

**AFFIDAVIT IN REJOINDER ON
BEHALF OF RESPONDENT NO.3**

I, Devidas S/o. Shivajirao Jadhav, Age : 45 yrs. Occu.
Service, as Additional Commissioner R/o. Latur, Tq. & Dist.
Latur, do hereby state on solemn affirmation and oath that, I
have already filed my Affidavit-in-reply to the Original
Application. In addition to the reply filed by respondent No.3
earlier, I am filing this rejoinder to the affidavit-in-reply filed by
respondent No.5.

At the outset, I say and submit that, unless and until
specifically admitted, the contents in original application as well



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**Additional Commissioner
Latur City Municipal Corporation
LATUR**

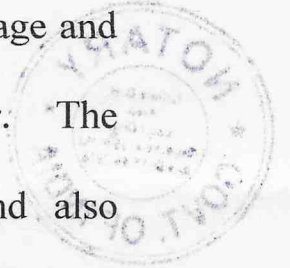
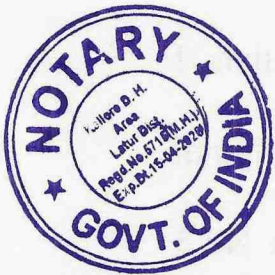
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Kallore D.H
ADVOCATE & NOTARY
Govt. of India

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as affidavit-in-reply filed by the respondent No.5 may presumed to be denied by the answering respondent.

2. I say and submit that, the respondent No.5 had filed affidavit-in-reply and made some allegations and contrary remarks against the answering respondent and to deny those adverse remarks and explain the factual situation, this affidavit in rejoinder is filed.

3. I say and submits that, though it is contended by the respondent No.5 that, Municipal Corporation Latur has not followed the proper procedure in respect of composting and processioning and the plant was not in working position, those allegations are totally denied. The Latur Municipal Corporation had installed two processesing plant, one is for wet garbage and another is for dry garbage as well as plastic waster. The Corporation has also installed windrow platform and also activated plant for preparing compost/fertilizer products. I say and submit that, the Municipal Corporation has also provided new waste segregation machine of 150 M.T. per day capacity with plastic shredding facility. The said project is in operation



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Additional Commissioner
Latur City Municipal Corporation
LATUR

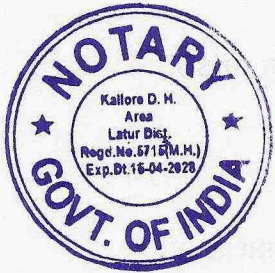
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ADVOCATE & NOTARY
Govt. of India

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Additional Commissioner
Latur City Municipal Corporation
LATUR

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and work of roof construction is under process. The work of segregating MSW stored there is also regularly done.

4. I say and submits that, it is also contended by the respondent No.5 that there is no installation of CCTV cameras at mechanical solid waste processing plant and weighing bridge. However, now the Municipal Corporation has installed CCTV cameras at weighing bridge, wet and dry garbage processing units. The CCTV cameras were already installed at Warvandi solid waste processing unit. I say and submit that, though it is contended by the respondent No.5 that at the time of plant visit, it was found that, there was no segregation of MSW and it was found stored containing plastic waste, the Corporation has project of segregation of MSW of 150 M.T. per day and process of segregation of MSW is regular. From the totally collected MSW, Corporation used to separate the plastic and from the said plastic, plastic granules are manufactured and the remaining plastic is sold out to the companies who recycles the plastic/re-use the plastic.



Additional Commissioner
Latur City Municipal Corporation

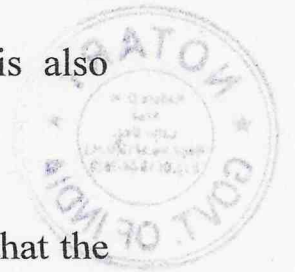
Kallore D.H.
ADVOCATE & NOTARY
Govt. of India

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5. I say and submit that, it is one more contention of the respondent No.5 that, the respondent Corporation has provided windrows platform for treatment of wet waste, however, the platform provided for windrows was found full and there as no more space for treatment of new waste. However, such contention is not correct, because, the Municipal Corporation has already installed windrows platform treatment plant for the wet waste and the Corporation is doing treatment on wet waste through windrows composting process and the said process is going on daily basis. The platform provided for such processing is sufficient and space required for the said platform is also sufficient.

6. I say and submit that, though it is contended that the vehicles engaged for collection and transportation of MSW are not having GPS tracking system, Said contention is also not correct, because Latur City Municipal Corporation is utilizing Government approved ICT based technology, on daily basis preparing the record at the primary level from where such waste is collected by recording the names of the person who are giving



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Additional Commissioner
Latur City Municipal Corporation
LATUR

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ADVOCATE & NOTARY
Govt. of India

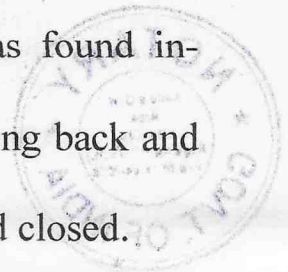
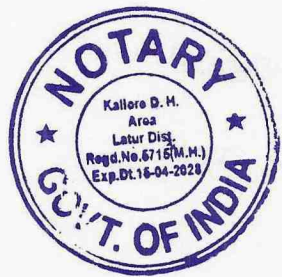
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garbage to the workers of the Corporation, their mobile numbers etc and as on today, 120 vehicles of the Corporation are running with GPS activation.

7. I say and submit that, as far a allegations regarding huge quantity of legacy waste are concerned, I respectfully say and submits that, the Latur City Municipal Corporation has now allotted work of legacy waster process by its order dated 28.05.2025 to Y.V. Shinde Infra & Facilities Company and the work of legacy waste is in process now. As far as compound wall at the southern side are concerned, the Corporation has initiated process of tendering for construction of broken/damaged compound wall and it will be done shortly. I say and submit that, as far as old proceeding plant is concerned, it was found in-operational because the said plant was established long back and it was on hydraulic system and therefore, it was found closed.

8. I say and submits that, though it is contended that the Municipal Corporation has not submitted Bank Guarantee of Rs. 5 lacs as per MSW Authorization, I respectfully say and submit that, the said B.G. is already executed and submitted. Hereto



Additional Commissioner
Latur City Municipal Corporation
LATUR

Kallore D.H
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Govt. of India

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annexed and marked as **EXHIBIT 'A'** is the copy of Bank Guarantee.

9. I say and submits that, the Municipal Corporation Latur is properly handling the issue of solid waste management on priority. As explained in the affidavit-in-reply, there was some issue about the earlier contractor engaged for transportation and processing of the garbage. However, subsequently new tender is floated and work is allotted to Ashok Enterprises, Thane on 13.09.2024 and from the date of tender the work of collection, transportation of disposal of the solid waste is properly going on.

Therefore, considering these fact and circumstances the original application being devoid of merits liable to be dismissed with heavy costs.

Hence this affidavit-in-rejoinder.

Date : 26/8/2025

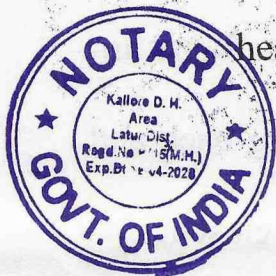
Place : Aurangabad

Deponent

Additional Commissioner
Latur City Municipal Corporation
LATUR

Submitted by

Atty. **Hammant V. Patil**
for Res no. 3



Kallore D.H
ADVOCATE & NOTARY
Govt. of India

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VERIFICATION

I, Devidas S/o. Shivajirao Jadhav, Age : 45 yrs. Occu. Service, as Additional Commissioner R/o. Latur, Tq. & Dist. Latur, do hereby state on solemn affirmation on oath that the content of aforesaid affidavit in rejoinder from para No. 1 to 9 are true and correct to the best of my knowledge.

Hence verified at ^{Latur} Aurangabad on this 25th day of Aug. 2025



August, 2025.

Explained by



Advocate

25 AUG 2025

AFFIDAVIT

Solemnly Affirmed before me by Shri/Smt Devidas Shivajirao Jadhav Age 45 Years. Occ Service R/o Latur Tq. Latur Who is identified before me by Shri Self To Whom I Know Personally

Adv. D. H. Kallore
Notary
Govt. Of India

Deponent
Additional Commissioner
Latur City Municipal Corporation
LATUR



Notary Reg. No 673/2025

Additional Commissioner
Latur City Municipal Corporation
LATUR

Exh - A - 153

TEL NO:
FAX NO:
SWIFT NO:
PIN CODE:

Our Ref : 0173721BG0000003

04-08-2021

To
THE REGIONAL OFFICER
MAHARASHTRA POLLUTION CONTROL BOARD
MUMBAI

DEAR SIR(S),
We enclose herewith Bank Guarantee No. 0173721BG0000003 in your favour on behalf of our clients COMMISSIONER MUNICIPAL CORPORATION valid upto 03-08-2026.

Details of Bank Guarantee :

Issuing Branch :
Date and No. of BG : 04-08-2021 BG No. 0173721BG0000003
Beneficiary : THE REGIONAL OFFICER
MAHARASHTRA POLLUTION CONTROL BOARD
MUMBAI
Amount : INR 5,00,000.00
Validity period : Upto 03-08-2026

Confirmation of this guarantee can be had from our Regional Office at :

Yours faithfully,
Authorized Official.



The Zonal Manager
Bank of Maharashtra
Pushpak Plaza
Ausa road
Latur - 412512



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TEL NO:
FAX NO:
SWIFT NO:
PIN CODE:

THE REGIONAL OFFICER
MAHARASHTRA POLLUTION CONTROL BOARD
MUMBAI

04-08-2021

DEAR SIRs,

GUARANTEE NO : 0173721BG0000003
AMOUNT OF GUARANTEE : INR5,00,000.00
GUARANTEE COVER FROM : 04-08-2021 TO 03-08-2026
LAST DATE FOR LODGEMENT OF CLAIM : 03-08-2026

THIS DEED OF GUARANTEE IS EXECUTED BY THE BANK OF MAHARASHTRA,
CONSTITUTED UNDER BANKING ACQUISITION AND TRANSFER OF NDERTAKING ACT, 1970
HAVING THE CENTRAL OFFICE AT LOKMANGAL, 1501, SHIVAJI NAGAR, PUNE 411 005 AND
AMOUNGST OTHER PLACES. A BRANCH AT

HEREIN AFTER REFFERED TO AS 'THE BANK'). IN

FAVOUR OF THE REGIONAL OFFICER
(HEREIN AFTER REFFERED TO AS 'BENEFICIARY') FOR AN AMOUNT NOT EXCEEDING
5,00,000.00

AT THE REQUEST OF COMMISSIONER MUNICIPAL CORPORATION
AND THE GUARANTEE SHALL REMAIN IN FULL FORCE UPTO 03-08-2026
AND CANNNOT BE INVOKED OTHERWISE THAN BY WRITTEN DEMAND OR CLAIM UNDER THIS
GUARANTEE SERVED ON THE BANK ON OR BEFORE THE 03-08-2026

SUBJECT TO AS AFORESAID

NOTWITHSTANDING ANYTHING CONTAINED HEREIN ABOVE, OUR LIABILITY UNDER THIS
GUARANTEE IS RESTRICED TO
5,00,000.00

OUR GUARANTEE SHALL REMAIN IN FORCE UNTIL 03-08-2026. UNLESS A DEMAND OR
CLAIM UNDER THE GUARANTEE IS MADE ON OUR BANK IN WRITING ON OR BEFORE
03-08-2026 ALL YOURS RIGHTS UNDER THE SAID GUARANTEE BE FORFEITED AND WE SHALL
BE RELIEVED AND DISCHARGED FROM ALL LIABILITES THEREUNDER.

Adey
AUTHORISED SIGNATORY



J. Bales
AUTHORISED SIGNATORY



by reason of any breach of provisions of said Acts, Notices, letters or instructions etc by the said company/unit/local body

2. We Bank Of Maharashtra (indicate the name of the Bank) hereby undertake to pay the amount due and payable under the guarantee without any demur merely on a demand from the Board the amount claimed is due for the reason of non fulfillment of undertaking. Non compliance directions/notices/letters/instructions/issued by the Board/violation of provisions of any 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. 500000/-.

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 unequivocal.

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 Bank Of Maharashtra (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that should 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 31/08/26 We shall be discharged from all liability under this guarantee thereafter.

6. We Bank Of Maharashtra (indicate the names of the Bank) 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 for any forbearance, action commission on the part of the Board or any indulgence by the Board to the 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.

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WITHSTANDING ANYTHING CONTAINED HEREIN ABOVE, OUR LIABILITY UNDER THIS GUARANTEE IS RESTRICTED TO 5,00,000.00

GUARANTEE SHALL REMAIN IN FORCE UNTIL 03-08-2026. UNLESS A DEMAND OR CLAIM UNDER THE GUARANTEE IS MADE ON OUR BANK IN WRITING ON OR BEFORE 03-08-2026 ALL YOURS RIGHTS UNDER THE SAID GUARANTEE BE FORFEITED AND WE SHALL BE RELEASED AND DISCHARGED FROM ALL LIABILITES THEREUNDER.

Ashy



AUTHORISED SIGNATORY

J. Balaji



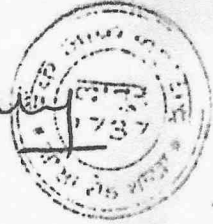
AUTHORISED SIGNATORY



- 8. We Bank Of Maharashtra (indicate the name of Bank) 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. 500000/- our guarantee shall remain in force until 03.08.24 (date
- 10. unless a demand or claim under this guarantee is made on in writing on or before the 03.08.24 all your rights under the guarantee shall be forfeited and we shall be released and discharged from all liabilities under this guarantee thereafter.

04/08/2021

Date _____ day of _____ 2004
For Municipal Corporation Latur.
(Indicate the name of the unit)

Amey


J. Balaji
