

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
WESTERN ZONE BENCH, PUNE
ORIGINAL APPLICATION NO. 190 OF 2023

Tarapur Environment Protection Society ...Applicants

Versus

Lavino Kapur Cottons Pvt. Ltd. & Ors. ...Respondents

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Advocate for Respondent No. 3

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Lavino Kapur Cottons Pvt. Ltd. & Ors.

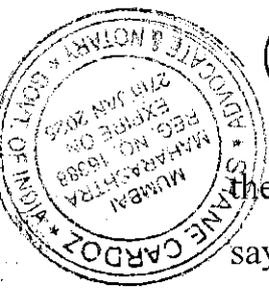
...Respondents

Affidavit-in-Reply on behalf of Respondent No. 3

I, Tanaji Vishnu Kamble, Age: 45 years, Occ.: Serving as Add. Deputy Engineer, MIDC, having office at: MIDC Maintenance Sub-division, Tarapur Industrial Area, MIDC, Thane-1, the Authorized representative of the Respondent No. 3 above named, do hereby state on solemn affirmation as under:

1. I say that I have read a copy of the above Original Application and perused the relevant records pertaining to the above matter. I am conversant with the facts and circumstances of the present case to the extent the same concern the Respondent No. 3 and able to depose to the same. I am dealing with the allegations, submissions and contentions contained in the Original Application only so far as the same relates to the Respondent No.3 and that no fact or allegation should be deemed to have been admitted by the Respondent No. 3. I am filing this affidavit for the limited purpose of opposing the admission of the Original Application and grant of any interim relief. I crave leave of this Hon'ble Court to file a further affidavit, if necessary. I am therefore not dealing parawise with the allegations, contentions and submissions in the Original Application.
2. I say that the Maharashtra Industrial Development Corporation, the Respondent No.3 herein has been established under the provisions of





The Maharashtra Industrial Development Act, 1961 ('the MID Act'). I say that the Respondent No.3 herein has been established with the avowed objective of a planned and accelerated establishment and development of industries in the State of Maharashtra. In furtherance of the objectives of the MID Act, the Respondent No. 1 has established various industrial areas and industrial estates throughout the State of Maharashtra. The principal and predominant purpose of the Respondent No. 1 is the establishment, growth and development of industries in these Industrial Areas and Industrial Estates in the State of Maharashtra. The organization of industries, acquisition of land in that behalf and carrying out purpose of the MID Act by setting up Industrial Areas and Industrial Estates in a planned manner is the objective of the Respondent No. 3. The Industrial Areas and Estates are developed in an orderly manner to facilitate growth of industries in these areas/estates.

3. I say and submit that, the Applicant has only made limited prayers against the answering Respondent which includes, firstly, directions against the answering Respondent to take necessary measures and statutory actions against the violations committed by the Respondent No. 1 and secondly, directions are sought against the Respondent No. 1 to immediately pay the outstanding treatment charges to the answering Respondent as per the water bills issued by the answering Respondent and in turn direction is sought against the answering Respondent to immediately release the said recovered amount towards treatment charges to the Applicant.
4. I say and submit that, the Applicant and the answering Respondent had entered into a Memorandum of Understanding on 12th November 2008

for setting up of a Common Effluent Treatment Plant (CETP) in MIDC Tarapur on the land allotted by MIDC. I say and submit that, the role of answering Respondent in the said project was limited to being a facilitator and to make land available to the Applicant at nominal rate within Tarapur Industrial Area for setting up the CETP. I say and submit that, the answering Respondent has always acted as per the understanding arrived at between the parties and continues to do so till date. I say and submit that, as per the terms of said MOU all the obligation relating to setting up of CETP and operating the same, were to complied by the Applicant on its own accord.

5. I say and submit that, thereafter, the Applicant & answering Respondent entered into an Memorandum of Understanding (MOU) with one Aquachem Enviro Engineers Pvt. Ltd. Mumbai on 22nd January 2008. I say and submit that said Aquachmen Enviro Engineers Pvt. Ltd. was selected by the Applicant as a consultant & contractor to design, build and operate the Common Effluent Treat Plant at MIDC Industrial Area at Tarapur. I say and submit that, the terms of the said MOU as well clearly stipulates that the role of answering Respondent was limited to being a facilitator and to provide for land at nominal cost/ rate.
6. I further say and submit that, the obligation of the answering Respondent regarding recovery of treatment charges was also limited to including the amount of treatment charges as per rate or amount fixed by the Applicant in the water bill raised by the answering Respondent on account of Applicant and further to transfer amount to Applicant upon receipt of the same from industries on regular basis after deducting 2% service charge plus taxes if any. I say and submit



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that, accordingly, water bills were issued to the Respondent No. 1 by the answering Respondent after including the treatment charges as levied by the Applicant, however, the Respondent No. 1 deliberately & intentionally has failed, neglected & avoided to pay only the amount charged towards the treatment charges in the water bills from time to time and whereas all other charges of the answering Respondent are being paid by the Respondent No. 1 from time to time. I say and submit that, as per the water bill issued on 12.03.2024, the Respondent No. 1 is liable to pay outstanding treatment charges as on February 2024 to the tune of Rs. 75, 53, 460/- (Rupees Seventy-Five Lakh Fifty-Three Thousand Four Hundred and Sixty). However, a perusal of the said water bill would also indicate that all the other charges including the service charge and water charge are paid from time to time by the Respondent No. 1. A copy of the water bill dated 12.03.2024 is annexed hereto and marked as Exhibit "R3/A".

7. I further say and submit that, the answering Respondent abides by all the environmental laws and adopts all possible measures with regard to ensuring protection of the environment which is permissible within the law. I say and submit that, as per the consent issued by MPCB, it is mandatory for the industries dispose of the solid waste and & sewage as per MPCB norms and moreover, it is incumbent upon the industries to discharge illegal effluents as per the norms of MPCB included in the consent issued by them. I say and submit that, the State Pollution Control Board is the controlling & monitoring for proper disposal of solid waste & sewage as per the terms and conditions of the MPCB. I say and submit that, therefore, if any industry acts in violation of the said terms and conditions of the consent and illegally discharges



effluents, then it is for the MPCB to first initiate action against such defaulting industries and it is only instructions or directions from MPCB pursuant to action initiated by them that the answering Respondent can take any step or action against the defaulting industry for their violations. However, until and unless the MPCB i.e. Respondent No. 2 does not take action and issues necessary direction to the answering Respondent, no steps or measures or action could be taken by the answering Respondent in the eyes of law. I say and submit that, therefore, the role of the answering Respondent in ensuring the stoppage of illegal discharge of effluents by the Respondent No. 1 is very limited and for the purpose of ensuring all the necessary compliance in that regard, the appropriate reporting would be Respondent No. 2 MPCB.

8. I further say and submit that, the answering Respondent is ready and willing to abide by any directions that may be issued by this Hon'ble Tribunal in the interest of environment and shall extend all possible co-operation as may be necessary in that regard.

Solemnly affirmed at Mumbai)

on this 1st day of April, 2024
01 APR 2024

Explained & interpreted by me

[Signature]
Adv. for Resp No. 3

[Signature]
Deponent
Deputy Engineer
MIDC Maintenance Sub-Division
Tarapur
Before me

BEFORE ME

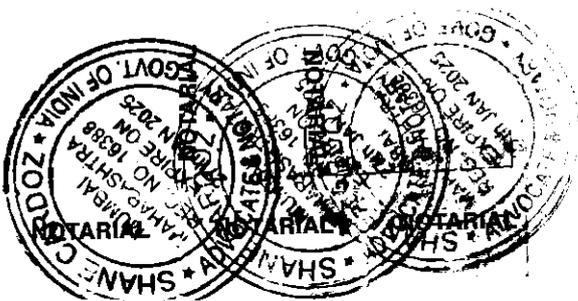
[Signature]

SHANE CARDOZ

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Next to Ganesh Mandir Chowk, Bandra (W)
Mumbai - 400 050, Mob. 98205 17020
MAH '3457 / 2002

ORIGINAL SEEN & VERIFIED						
AADHR	PAN	ELECTION ID	DRNG. LICENSE	PASSPORT	POA	RESOLUTION
1	26585983	2613				
2) Resumy DD-D - 17.6.2002						

[Signature] Advocate for the Respondent No. 2



Notary Register Serial No.	13521A/24
Date:	01 APR 2024

Ex 434R/3A'

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Maharashtra Industrial Development Corporation (A Government of Maharashtra Undertaking)
 (Issued Subject to MIDC's water Supply Regulation 1973)
 Water Bill Provisional IRN NO: GSTIN: 27AAACM3560C1ZV PAN NO: AAACM3560C Original for receipt Duplicate for Supplier

CustGSTIn/PANIN: 27AAACL0824C1Z3/AAACL0824CTarapur Industrial Area Bill No :: SI24000840795
 Consumer No:- DV001/23TRP/112 Issued Date :: 12-03-2024 Month / Year :: February, 2024

LAVINO KAPUR COTTON MILLS. M.I.D.C., TARAPUR INDL. AREATARAPURH-1	Consumer Type: 1B1 Plot / Shed Area: 23.000.00 Plot / Shed No: H-1 Block No: Zone: 1 Cap. Contribution:	Meter Size: 150 Min. Qty/ Day: 120.00 Min. Qty / Month: Sanction Qty / day: 1,495.00 Meter Status: Working Stand Chg:	Deposit Amt. 1,060,550.00 nit/Addl./Ref SI
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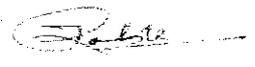
Bcc: Yes Office Order : dt: End Dt: CarpetArea: 0.00 CETP Dep
 CETP: No Order No : Dated :
 Env: Yes Builtup Area : 12,657.00 SSI : N ETP : Y CETP : N MPCB : Y

## Previous Balance	+ # Current Charges	= Amount Due Before Due Date	DPC Amount	Due Date
6854398.00	1,396,952.00	8,251,350.00	105,276.00	26-03-2024

Meter No / Size	Previous		Current		Water Qty. Cub. Meter	Remarks (If Any)
	Reading	Date	Reading	Date		
23TRP-150 047	1524490	01-02-2024	1536266	16-02-2024	11776	Meter Replaced on 16-02-2024
23TRP-230 99091		16-02-2024	9841	01-03-2024	9841	
150 150	0 0.00		0 1.00		0 1.00	2023 0.00

Charges Code	REGULAR				Tax / Rate	Remarks
	CHARGES		DPC			
	CURRENT #	PREVIOUS ##	CURRENT # LAST MONTH	PREVIOUS ##		
CGST-Service Charge	776.00	0.00	0.00	0.00	998599 CGST @9.00%	
SGST-Service Charge	776.00	0.00	0.00	0.00	998599 SGST @9.00%	
CGST-Fire Charge	173.00	0.00	0.00	0.00	999126 CGST @9.00%	
SGST-Fire Charge	173.00	0.00	0.00	0.00	999126 SGST @9.00%	
CGST-Drainage Charge	10,700.00	0.00	0.00	0.00	999490 CGST @9.00%	
SGST-Drainage Charge	10,700.00	0.00	0.00	0.00	999490 SGST @9.00%	
CGST-Envt Charge	6,065.00	0.00	0.00	0.00	998599 CGST @9.00%	
SGST-Envt Charge	6,065.00	0.00	0.00	0.00	998599 SGST @9.00%	
CGST-TEPS Charges	0.00	0.00	0.00	0.00	998599 CGST @9.00%	
SGST-TEPS Charges	0.00	0.00	0.00	0.00	998599 SGST @9.00%	
CGST-Envl Infra Cess	1,946.00	0.00	0.00	0.00	998599 CGST @9.00%	
SGST-Envl Infra Cess	1,946.00	0.00	0.00	0.00	998599 SGST @9.00%	
Water Charges_L	421,531.00	0.00	0.00	0.00	2201 GST @ 0.00% 19.50*21,617.00*1	
Service Charges	8,625.00	0.00	0.00	0.00	998599 GST @ 18.00% (Pit = 23,000.00 * Rt = 4.50 * FSI = 1.00) / 12	
Fire Charges	1,917.00	0.00	0.00	0.00	999126 GST @ 18.00% (23,000.00 * 1.00)/12	
Drainage Charges	118,894.00	0.00	0.00	0.00	999490 GST @ 18.00% Wtr = 21,617.00 * Rt = 5.50	
Environment Charges	67,394.00	0.00	0.00	0.00	998599 GST @ 18.00% (Wtr = 21,617.00 * Rt = 3.22) + (Area = 12,657.00 * Area Rt = 1.60) * Rt = 1.00	
Envl Infra Cess	21,617.00	0.00	0.00	0.00	998599 GST @ 18.00% Wtr = 21,617.00 * Rt = 1.00	
TEPS Charges	612,193.00	6,089,975.00	87,087.00	764,205.00	998599 GST @ 18.00% 24.00*21,617.00	
Time Charges WBS	18,374.00	0.00	0.00	218.00	2201 GST @ 0.00% 0.85*21,617.00	
TOTAL	1,309,865.00	6,089,975.00	87,087.00	764,423.00		

Total Rs. 75,53,460/-

LAST PAYMENT DETAILS	Rept. No	Date	 DEPUTY ENGINEER M.I.D.C.
24TAR00014362	26-02-2024	1,082,705.00	
RevC240003082	26-02-2024	-1,082,705.00	
24TAR00014360	26-02-2024	1,082,705.00	
Rupees : Eighty Two Lakh Fifty One Thousand Three Hundred and Fifty Only			Cheque / DD/ PO should be drawn in favour of Executive Engineer MIDC,Thane 1 Payment Timings : 10:30:00 am to 01:30:00 pm. Closed on Satur Sundays and Public Holidays. For any queries, contact Deputy Engineer, MIDC, Phone No. GST No.....
For Online Payment visit MIDC web site www.midcindia.org and use Consumer No. DV001/23TRP/112			

* Please submit your official GST No.,email and phone no while paying this bill at receipt counter.
 * If the bill is not paid before the due date, DPC Amount will be levied in the subsequent month bill
 * All Online, NEFT/RTGS payments shall be made through MIDC's Web Site only.

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

ShreeYog Law Associates

Advocates & Attorneys

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MAH-LF-No. 366/2022