

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI
O.A. NO. 620 / 2022**

IN THE MATTER OF:

KAUSHAL KISHORE VISHWAKARMA

...APPLICANT

VERSUS

STATE OF PUNJAB AND OTHERS

...RESPONDENTS

INDEX**NDOH : 07.04.2025**

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THROUGH*Juvas Rawal***(SUNIL TYAGI) (YESHI RINCHHEN)****(NIKITA MAHESHWARI) (JUVAS RAWAL)**

Counsels for the Respondent No.4

ZEUS LAW ASSOCIATES

2, Palam Marg, Vasant Vihar, New Delhi - 110 057

Tel.: 011- 41733090; 8810213725 | zeus@zeus.firm.in

Place: New Delhi

Date: 24.03.2025

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI
O.A. NO. 620 / 2022



IN THE MATTER OF:

KAUSHAL KISHORE VISHWAKARMA

...APPLICANT

VERSUS

STATE OF PUNJAB AND OTHERS

...RESPONDENTS

AFFIDAVIT

I, TARUN KUMAR BATRA, S/o SHRI KUNDAN LAL BATRA, aged about 58 years, R/o NFL Township, Bathinda, do hereby solemnly affirm and state as under :

1. I am the Chief General Manager of National Fertilizers Limited, Bhatinda - i.e., the Respondent No.4 in the present proceedings. I am fully conversant with the facts of the case and thus competent and authorised to swear this Affidavit.
2. This Hon'ble Tribunal vide Order, dated 15.10.2024, in the captioned Application, was pleased to issue directions to the Respondent No.4 to take appropriate action and extend requisite facilities at the storage site to the Respondent No.5 - i.e., M/s Shubham Sales Co., Rohtak, with respect to the financial conditions being faced by the Respondent No.5, for ensuring expeditious disposal of carbon slurry. The present Affidavit is being filed in compliance of the directions issued by this Hon'ble Court.
3. It may be noted that a Reply, dated 27.02.2023; an Affidavit, dated 31.07.2023; an Additional Affidavit, dated 03.10.2023; another Additional Affidavit, dated 22.11.2023; Action Plan, dated 05.02.2024; Compliance

T. Batra

Report, dated 05.10.2024, and another Action Plan, dated 17.01.2025, have also been filed on behalf of the Respondent No.4 in the present proceedings before this Hon'ble Tribunal. The contents thereof are not being repeated herein for the sake of brevity and the same may kindly be read as part and parcel of the present Affidavit.



CURRENT STATUS

4. As on 20.03.2025, there is an estimated quantity of 33853.140 MT of carbon slurry lying in the ponds of the Respondent No.4. Since the re-lifting of the carbon slurry commenced on 23.11.2023, in furtherance of Amendment No.2, dated 08.11.2023, to the Sale Order No.393, an estimated quantity of 4403.970 MT of carbon slurry has already been lifted by the Respondent No.5.
5. However, despite Amendment No.3, dated 30.09.2024, to the Sale Order No.393 and repeated reminders and follow-ups, no carbon slurry has been lifted by the Respondent No.5 after 30.10.2024.
6. In continuation of the Respondent No.4's continuous support to the Respondent No.5 for timely lifting of the Carbon Slurry, the lifting period was extended till 31.03.2025 vide Sale Order Amendment No.4, dated 24.02.2025 and was further extended till 30.09.2025 vide Sale Order Amendment No. 5 dated 21.03.2025

STEPS TAKEN BY RESPONDENT NO.4

7. In response to the directions issued by this Hon'ble Tribunal vide Order, dated 15.10.2024, briefly stating, following measures were taken by the Respondent No.4 for suitably increasing the numbers of Contractors for disposal of carbon slurry :

T. K. Singh

- a. The Respondent No.4 vide emails requested M/s MSTC – i.e., the Respondent No.11 herein to provide details related to all the previous registered buyers dealing in carbon slurry. Vide reply, dated 24.12.2024, to the above emails, the Respondent No.11 confirmed that only three (03) parties namely, (i) the Respondent No.5; (ii) Mirzapur Metal Refinery, Mirzapur; and (iii) Shivam Chemical, Panipat, had participated in earlier e-auctions for carbon slurry.
- b. The Respondent No.4 sent emails to Mirzapur Metal Refinery, however, no response was received. During a telephonic conversation, Mirzapur Metal Refinery informed to Respondent No.4 that they had closed their firm and were not dealing in carbon slurry anymore.
- c. The Respondent No.4 vide emails, dated: (i) 07.11.2024; and (ii) 17.12.2024; also approached M/s Shivam Chemicals to which M/s Shivam Chemicals clarified that they are working in the field of carbon slurry disposal, however, their current authorization certificate is under renewal. Despite repeated follow ups, M/s Shivam Chemicals has failed to submit any latest copy of sale order of carbon slurry executed by them and valid Hazardous Waste Authorization certificate.
- d. The Respondent No.4 also sent correspondences to the Punjab Pollution Control Board – i.e., Respondent No.2 herein, to provide the list of Licensed Contractors registered with Respondent No.2 who could help to expedite the process of lifting of carbon slurry from the ponds of Respondent No.4. The Respondent No.2 sent a response informing the Respondent No.4 that there is no re-processor of carbon slurry in the State of Punjab.



Tkchali

8. It is pertinent to point out that carbon slurry can only be lifted by parties which are authorised by the State or Central Pollution Control Board. As of now, the Respondent No.5 is the only available authorised Contractor for lifting and disposal of carbon slurry from the ponds of the Respondent No.4.

FINANCIAL SUPPORT PROVIDED BY RESPONDENT NO.4

9. The Respondent No.5 had submitted before this Hon'ble Tribunal that the Respondent No.5 is "*subjected to stringent financial conditions hampering lifting of carbon slurry by them and the extractable quantity differs from the quantity mentioned in the tender*". In light of the aforesaid submission of the Respondent No.5, this Hon'ble Tribunal was pleased to direct the Respondent No.4 to look into the aforesaid aspects and take appropriate action.
10. The Respondent No.5, vide email, dated 10.01.2025, requested for refund of un-utilised amount lying with the Respondent No.4.
11. After several meetings, deliberations and discussions, and as part of their endeavour to ensure timely lifting of the Carbon Slurry, it was decided that the Respondent No.4 would provide financial support to the Respondent No.5 for completely lifting the balance material, in line with the directions issued by this Hon'ble Tribunal on 15.10.2024.
12. During a meeting held on 25.02.2025, the representatives of the Respondent No.4 informed the Respondent No.5 that the Respondent No.4 would be willing to extend financial support to the tune of INR 1,60,00,000/- (Rupees One Crore Sixty lakhs only) to the Respondent No.5 for completely lifting the balance material, subject to the following :
- a. Submission of surety of equivalent amount by the Respondent No.5;

Tribunal

- b. Submission of lifting plan for the Carbon Slurry by the Respondent No.5.

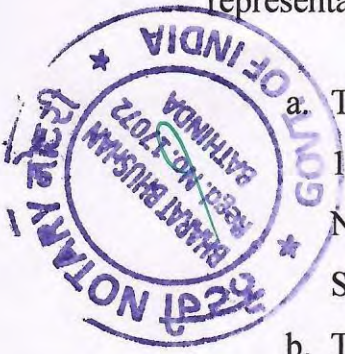
13. In response to the above, the Respondent No.5 informed the Respondent No.4 that they were not in a position to submit the Bank Guarantee as surety and could instead issue Post Dated Cheques along with Indemnity Bond as surety of the equivalent amount being advanced by the Respondent No.4 to the Respondent No.5.

14. During another meeting on 28.02.2025, it was agreed between the representatives of the Respondent No.4 and the Respondent No.5 that :

- a. The Respondent No.4 will provide financial support of INR 1,60,00,000/- (Rupees One Crore Sixty lakhs only) to the Respondent No.5 to meet the working capital requirement for lifting of Carbon Slurry;
- b. The Respondent No.5 shall issue an Undertaking-cum-Indemnity Bond and Post-Dated Cheques for the amount of INR 1,60,00,000/- (Rupees One Crore Sixty lakhs only) in favour of the Respondent No.4;
- c. The Respondent No.5 shall lift 5000 MT of Carbon Slurry from the Respondent No.4's ponds by 31.07.2025 and all remaining material by 31.03.2026;
- d. The Respondent No.5 shall restart the lifting of the Carbon Slurry from Respondent No.4's ponds immediately

15. Vide Letter, dated 28.02.2025, sent to the Respondent No.4, the Respondent No.5 formally accepted the initiative proposed by the Respondent No.4 to ensure the lifting of the Carbon Slurry in shortest possible time. The Respondent No.5 also requested for further assistance and support, over and above the amount of INR 1,60,00,000/- being advanced by the Respondent

(Signature)



No.4 to the Respondent No.5, which is currently not feasible for the Respondent No.4 as duly communicated to the Respondent No.5 in the meeting held on 28.02.2025.

Copy of the Letter, dated 28.02.2025, sent by the Respondent No.5 to the Respondent No.4, is attached herewith and marked as **DOCUMENT – 1**.

16. The Respondent No. 4, vide letter dated 12.03.2025 requested Respondent No. 5 to submit the duly stamped and notarised Undertaking-cum-Indemnity Bond & relevant original documents enabling Respondent No. 4 to proceed further for release of financial assistance to Respondent No. 5 for expeditious lifting of Carbon Slurry. Reminder was also given to Respondent No. 5 vide email dated 19.03.2025 for submission of the same.

Copy of letter dated 12.03.2025, sent by Respondent No. 4 to Respondent no. 5, is attached herewith and marked as **DOCUMENT NO. 2**.

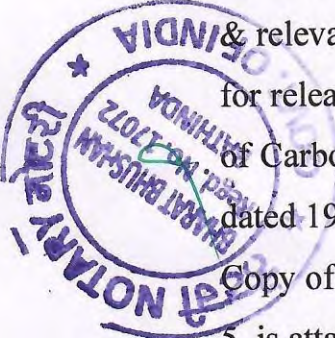
Copy of email dated 19.03.2025, sent by Respondent No. 4 to Respondent no. 5, is attached herewith and marked as **DOCUMENT NO. 3**.

17. It is submitted that the Respondent No.4 is currently awaiting the receipt of the duly stamped and notarised Undertaking-cum-Indemnity Bond, from the Respondent No.5. It is further submitted that the Respondent No.4 shall release the amount of INR 1,60,00,000/- in favour of the Respondent No.5, upon receipt of the signed, stamped and attested original documents.

18. Thus, as can be seen, the Respondent No.4 has left no stone unturned to ensure safe storage and management of carbon slurry and its efficient disposal. The Respondent No.4 is ready and willing to extend all possible and feasible support to the Respondent No.5 to ensure efficient and timely lifting and disposal of the Carbon Slurry from its ponds.

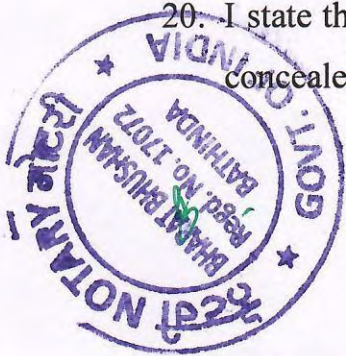
19. I state that contents of this Affidavit, except the legal averments, are true and correct to the best of my knowledge and belief. The legal averments contained

✓
T. K. Chakraborty



herein are true and correct on the basis of the legal advice received by me and believed by me to be true and correct.

20. I state that no part of this Affidavit is false and no material facts have been concealed therefrom.



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DEPONENT

तरुण कुमार बत्रा
मुख्य महा प्रबन्धक
TARUN KUMAR BATRA
Chief General Manager
एनएफएल फर्टिलाइजर्स लिमिटेड
BATHINDA / BATHINDA-151003

VERIFICATION:

I, Tarun Kumar Batra, the above named Deponent, do hereby verify that the contents of this Affidavit are true and correct and no material facts have been concealed therefrom.

Verified at Bhatinda on this 22 day of March, 2025

Tkhatia

DEPONENT

तरुण कुमार बत्रा
मुख्य महा प्रबन्धक
TARUN KUMAR BATRA
Chief General Manager
एनएफएल फर्टिलाइजर्स लिमिटेड
BATHINDA / BATHINDA-151003

Entered in my Notarial Register at
Sr. No. *148* Register No. *07*
Date. *22-03-2025*

NOTARY
22/3/2025

Attested as identified
BHARAT BHUSHAN
Advocate & Notary
Appointed by Govt of Ind
BATHINDA

22 MAR 2025

NOTARY
REPRODUCTION
NFL Township
Bathinda

I know the deponent/Executant
He/She has signed/Thumb
marked in my presence



SHUBHAM SALES COMPANY

ARYA BHAWAN, OLD ANAJ MANDI,
ROHTAK-124001

M: +91-90825-45447
+91-92167-23543
E-mail : shubhamsalescom@gmail.com

To,
The Chairman Committee,
National Fertilisers Limited,
Bathinda.

Handwritten: By hand. 11/28/25

Stamp: 28/2/25 489
Chairman
प्रधानकमी के द्वारा

28.02.2025

Reference: Our earlier submissions w.r.t., seeking financial relief
& technical support for earliest lifting of remaining carbon material.
And meeting Dt. 28.02.25 at NFL Bathinda.

Subject: Submission of our proposal based upon discussions so far for
expeditious removal of the balance Carbon Material from the NFL Bathinda.

Dear Sir,

We respect the initiative proposed by you to consider immediate Financial
assistance of Rs. 160.00 Lac against submission of following from our end:

1. We are unable to submit BG as surety/ collateral against Rs. 160.00 Lac .
However, we shall submit Undertaking cum Indemnity Bond as prescribed
by NFL forwarded by the Committee and PDC for the amount of Rs. 160.00
Lac, in favour of NFL Bathinda.
2. Lift 5000 MT of material by 31.07.2025 and all available material to be
lifted by 31.03.2026.
3. Restart lifting immediately.

As communicated earlier and today, we are sincerely committed to complete
the lifting of balance material in the shortest possible time. The only constraint
has been serious financial burden upon us, and contaminated and poor,
inconsistent quality having high % of moisture in it.

We as a goodwill gesture show of our sincerity and undertake to submit
indemnity bond (as per the draft format shared by the Committee) and PDC as
desired by the committee. We have enclosed signed copy of the draft Indemnity
Bond in token of acceptance.

We further undertake to resume the lifting immediately against receipt of
your confirmation.

We again reiterate that although this relief is surely going to support our efforts
to expedite the lifting. However, we again humbly request and submit that we

Handwritten signature

ought to have to invest huge funds ^{1 1 24/25} ~~900~~ and expeditious lifting within a time⁹ bound manner as per the direction of the Hon'ble NGT in the case matter of OA/620 of 2022. Therefore, you are again humbly requested to consider our other requests and claims for assistance and support pending as under:

1. Issuing of Carbon Material on Zero Price Basis.
2. Payment of interest on the advance deposit amount retained by NFL.
3. Reappropriating the amount of about Rs.83.00 lac with held by NFL, against penalty, and credit the same in to our account.
4. Initiate the process with GST department, for refund of about Rs.15.00 lac levied upon us on account of above amount having been marked in the penalty account.
5. Refund the above amounts along with other funds available with NFL at the earliest.

We, again reiterate our sincere commitments to lift entire material with your timely and sincere support. You are requested to release agreed relief at the earliest, so that we may start the lifting without any delay. And request you to process the pending relief sought as above, based upon our performance.

Thanking You,
Sincerely Yours,




Nupinder Singh Sivia
Partner

28/2/25

UNDERTAKING-CUM-INDEMNITY BOND
(On Rs. 100/- Non-Judicial Stamp Paper)

I, Nupinder Singh Sivia S/o Shri Mukhtiar Singh aged about 55 years, working as Partner of Shubham sales Company, R/o 44, Bank Colony, Near Green Palace Bathinda, Pb.do hereby make an oath and solemnly affirm as hereunder as director of M/s Shubham Sales Co.:

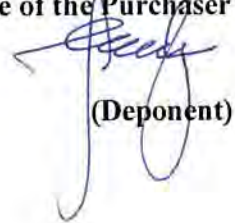
1. That, I have been duly authorized by a Board Resolution/ Power of Attorney dated 06-04-2024(copy enclosed) to execute and swear this Undertaking-cum-Indemnity Bond for the purpose of securing National Fertilizers Limited, Bhatinda (hereinafter '**NFL, Bhatinda**') towards payment of a sum of Rs. 1,60,00,000/- (Rupees One Crore Sixty Lacs Only) lying with NFL as advance- against Notice Inviting Tender (hereinafter '**NIT**') bearing No. MSTC/CDG/NATIONAL FERTILIZERS LIMITED /11/BATHINDA/20-21/22287,
which shall be paid to M/s Shubham Sales Co., subject to terms herein.
2. I hereby undertake that M/s Shubham Sales Co. shall submit postdated cheques for the amount of Rs. 1,60,00,000/- (Rupees One Crore Sixty Lacs Only) to NFL, Bhatinda and lift carbon slurry to the tune of 5000MT from NFL, Bhatinda by 31.07.2025. Thereafter, M/s Shubham Sales Co. will continue the lifting of the Carbon Slurry and will completely lift the entire material by 31st March 2026 as per the terms & conditions of the NIT / Contract. M/s Shubham Sales Co. will be bound by the terms and condition of the NIT, dated 12.01.2021 and other prevalent laws while lifting and further dealing with the lifted carbon slurry.
3. I hereby further undertake that on completion of lifting of 5000 MT carbon slurry by 31/07/2025, M/s Shubham Sales Co. shall fresh submit postdated cheques for the amount of Rs. 1,60,00,000/- (Rupees One Crore Sixty Lacs Only) to NFL, Bhatinda for completely lifting the entire material by 31st March 2026 as per the terms & conditions of the NIT / Contract. On receipt of fresh postdated cheques, NFL Bathinda shall release the previously submitted postdated cheques to M/s Shubham Sales Co.
4. That if M/s Shubham Sales Co. fails to lift carbon slurry to the tune of 5000MT by 31.07.2025 or entire carbon slurry by 31.03.2026, then M/s Shubham Sales Co. shall be liable to pay / deposit an amount to the tune of Rs. 1,60,00,000/- (Rupees One Crore Sixty Lacs Only) with NFL, Bhatinda.
5. That I affirm that if at any stage it is found that the postdated cheques submitted by M/s Shubham Sales Co. are not encashed / returned due to insufficient funds or for any other reason or any misinterpretation of facts was made, M/s Shubham Sales Co. shall be liable


28/2/25

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to pay an amount to the tune of Rs. 1,60,00,000/- (Rupees One Crore Sixty Lacs Only) to NFL, Bhatinda and responsibility/liability shall solely rest with M/s Shubham Sales Co.

6. That any liability arising because of non-adherence to conditions of NIT or prevalent laws in respect of lifting of carbon slurry shall be solely borne by M/s Shubham Sales Co. and NFL, Bhatinda shall be absolved of any liability whatsoever.
7. That the contents of the foregoing paragraphs of this Undertaking-cum-Indemnity Bond are true to the best of my knowledge and belief.
8. That M/s Shubham Sales Co., shall indemnify and keep harmless NFL, Bhatinda and its officers, directors, employees etc. on demand from and against any and all losses, claims, demands, dues, liabilities, damages, penalty, costs, expenses, proceedings, litigation etc. that may be suffered by, or cause to or incurred by NFL, Bhatinda, its officers, directors, employees etc., arising out of or in relation to or in connection with (i) any breach or non-fulfillment by M/s Shubham Sales Co. of its obligations herein; (ii) any claim, demand, litigation etc. raised by any third party and/or competent authorities, courts, tribunals etc.; and/or (iii) any act or omission by M/s Shubham Sales Co.

Signature of the Purchaser/ Representative of the Purchaser

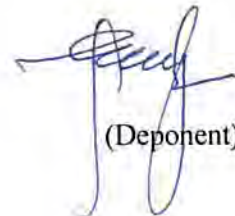

(Deponent)

Dated: 28-02-2025

VERIFICATION

I, Nupinder Singh Sivia, the above-named deponent do hereby verify that the contents of the paragraph 1 to 7 are true to my knowledge, nothing has been concealed and no part of it is false.

Signed at Bathinda (Place) on 28-02-2025


(Deponent) 28/2/25



नेशनल फर्टिलाइजर्स लिमिटेड
(भारत सरकार का उपक्रम)
बठिंडा इकाई, सिबियॉरोड, बठिंडा - 151003 पंजाब
दूरभाष : 0164 - 2270261, 2760262
फैक्स : 0164-2270463
E-mail: gslayal@nfl.co.in



NATIONAL FERTILIZERS LIMITED
(A Govt. of India Undertaking)
Bathinda Unit: Sibian Road, Bathinda - 151003 (Punjab)
Phone: 0164-2270261, 2760262
Fax : 0164-2270463
e.mail: gslayal@nfl.co.in



Ref. No.NFB: ST/D/24-25/Carbon Slurry

Email

Date: 12/03/2025

M/s Shubham Sales Co.,
Bhiwani Road, 5.30 KM Stone,
Rohtak - 124001

Subject: For facilitate expeditious lifting of Carbon Slurry against Sale Order No. 393 dated 21/06/2022.

REF.

- (i) Your request vide email dated 10/01/2025 to provide financial assistance for expeditious lifting of Carbon Slurry.
- (ii) Your email dated 10/02/2025.
- (iii) Your discussion alongwith Committee on 25/02/2025 & 28/02/2025.
- (iv) Your Letter dated 28/02/2025.

Sir,

This has reference to your above cited request dated 10/01/2025, 10/02/2025 and letter dated 28/02/2025 to facilitate financial assistance for expeditious lifting of Carbon Slurry.

Your above request has been thoroughly examined and is being considered as under:

1. NFL intends to release Rs. 160 Lakhs as financial assistance to M/s Shubham Sales Co., Rohtak against submission of Post-Dated Cheques of equal amount and Undertaking cum Indemnity Bond as submitted vide your letter dated 28/02/2025.
2. You will start the lifting of Carbon Slurry immediately.
3. You will lift 5000 MT of material by 31/07/2025 and lift all balance material by 31/03/2026.

In view of above, you are requested to submit the mutually agreed Undertaking cum Indemnity Bond (on non-judicial stamp paper of Rs. 100/-) along with Post Dated Cheques of equal amount enabling us to proceed further for release of financial assistance for expeditious lifting of Carbon Slurry.

Thanking you,

For & on behalf of

National Fertilizers Limited

Gurpreet Singh Loyal 12/3/25
Chief Manager (Matls.)

REGD. OFFICE : SCOPE COMPLEX, CORE-III, 7 INSTITUTIONAL AREA, LODHI ROAD, NEW DELHI - 110 003, Tel: 011-24360066, FAX: 24361553, CIN: L74899DL1974GO1007417, Website: www.nationalfertilizers.com

From: Gurpreet Singh Layal <gslayal@nfl.co.in>

DOCUMENT-3

13

Date: Wed, Mar 19, 2025 at 3:20PM

Subject: Fwd: Letter Dated 12.03.2025 (Sale Order No. 393 dated 21.06.2022 for Lifting of Carbon Slurry).

To: Shubham Sales Co. Rohtak <SHUBHAMSALESCOM@gmail.com>

Cc: Pawan Agrawal <pagrawal@nfl.co.in>, Punit Jain <punit.jain@nfl.co.in>

Dear Sir,

In continuation to trailing mail you are once again requested as under :-

1. Please submit the mutually agreed Undertaking cum Indemnity Bond (on non-judicial stamp paper of Rs. 100/-) along with Post Dated Cheques of equal amount enabling us to proceed further for release of financial assistance for expeditious lifting of Carbon Slurry.
2. Please start the lifting of Carbon Slurry immediately.

Regards,

Error! Filename not specified.

Gurpreet Singh Layal

Chief Manager (Matls.)

----- Forwarded message -----

From: **Gurpreet Singh Layal** <gslayal@nfl.co.in>
Date: Wed, Mar 12, 2025 at 9:10AM
Subject: Letter Dated 12.03.2025 (Sale Order No. 393 dated 21.06.2022 for Lifting of Carbon Slurry).
To: Shubham Sales Co. Rohtak <SHUBHAMSALESCOM@gmail.com>
Cc: Pawan Agrawal <pagrawal@nfl.co.in>, Punit Jain <punit.jain@nfl.co.in>

Dear Sir

With Reference to your request dated 10/01/2025, 10/02/2025 & 28/02/2025, please find herewith attached letter for your further necessary actions.

Regards

Gurpreet Singh Layal
Chief Manager (Matls.)

अस्वीकरण : यह संदेश गोपनीय एवं विशेषाधिकृत है | यह ईमेल एवं इसके साथ प्रेषित फाईलें, गोपनीय और केवल संबोधित व्यक्ति या संस्था के उपयोग के लिए हैं | यदि आपको यह ईमेल गलती से प्राप्त हुआ है तो आप इस ईमेल का प्रसार, वितरण या प्रतिलिपि न करें, प्रेषक को तुरंत ईमेल द्वारा सूचित करें और अपने सिस्टम से इस ईमेल को हटा दें | प्रेषिती के अतिरिक्त अन्य किसी के द्वारा किसी भी ढंग से इस ईमेल का उपयोग अनाधिकृत है और ऐसा कोई उपयोग उपयुक्त कार्रवाई के लिये उत्तरदायी होगा | नेशनल फर्टिलाइजर्स लिमिटेड ने यह सुनिश्चित करने के लिये समुचित सावधानी बरती है कि इस ईमेल में कोई भी वायरस न रहे, तथापि इस ईमेल अथवा संलग्नक के उपयोग से होने वाली किसी भी हानि अथवा क्षति के लिए एनएफएल जिम्मेदार नहीं होगा |

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