

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

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NDOH-07.04.2025

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THROUGH

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Place: New Delhi

Date: 28.03.2025

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

IN THE MATTER OF:

KAUSHAL KISHORE VISHWAKARMA

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...RESPONDENTS

AFFIDAVIT

Regd. No. 125
Dated 7 MAR 2025

I, Sudhir Kumar Jha, S/o Late Sh. Kali Kant Jha, aged about 60 years, R/o Avanti, NFL Panipat, do hereby solemnly affirm and state as under :

1. I am the Executive Director of National Fertilizers Limited, Panipat - i.e., the Respondent No.7 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.7 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 22.11.2023; Action Plan, dated 05.02.2024; another Action Plan, dated 07.03.2024; Compliance Report, dated 04.10.2024; and another Action Plan, dated 15.01.2025, have also been filed on behalf of the Respondent No.7 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 119208 MT of carbon slurry lying in the ponds of the Respondent No.7. Since the re-lifting of the carbon slurry commenced on 20.02.2024, in furtherance of Letter, dated 15.12.2023, an estimated quantity of 3392 MT of carbon slurry has already been lifted by the Respondent No.5.
5. Despite repeated reminders by the Respondent No.7 through E-mails, phone calls and letters to increase the number of trucks on a regular basis to facilitate the timely lifting of carbon slurry, the Respondent No.5 has failed to deploy trucks on regular basis after 26.07.2024 & has not deployed any truck after 05.03.2025, to lift the carbon slurry from the ponds of Respondent No.7.

STEPS TAKEN BY RESPONDENT NO. 7

6. 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.7 for suitably increasing the numbers of Contractors for disposal of carbon slurry :



- a. The Respondent No.7 wrote a letter to the Respondent No.6 – i.e., Haryana State Pollution Control Board, to provide requisite information and extend requisite assistance to them for exploring the possibility of giving additional work orders to some more authorized contractors for lifting of carbon slurry from their ponds within a period of 180 days in a time bound manner. However, till date, no response has been received from them.
- b. The Respondent No.7 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 13.01.2025, to the above emails, the Respondent No.11 informed that currently there is no registered bidder having valid license for purchase of hazardous waste – “carbon slurry” registered with the Respondent No.11.
- c. The Respondent No.7, with a proactive approach to promptly dispose-off the carbon slurry lying in its ponds, sent emails to (i) M/s CCIL; and (ii) M/s Shaligram Shukla Private Limited, requesting them to confirm whether they are duly authorised by the Pollution Control Board. However, no response was received.
- d. The Respondent No.7 vide emails also approached a few cement industries, namely, (i) M/s Shree Cement; (ii) M/s Ultra Tech; (iii) M/s ACC Limited; (iv) M/s India Cements; (v) M/s Zuari Cement Limited; (vi) M/s Sagar Cements Limited; (vii) M/s Anjani Portland Cement Limited; and (viii) M/s NCL Industries (Cement Division), requesting them to confirm whether the carbon slurry at the ponds of Respondent No.7 can be utilised by them in their industry with authorisation from the Respondent No.6. However, no concrete response was received by the Respondent No.7.

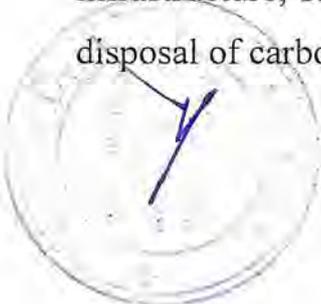


A handwritten signature in blue ink, consisting of a cursive, stylized name.

- e. The Respondent No.7 also wrote emails to (i) Uttar Pradesh Pollution Control Board; (ii) Madhya Pradesh Pollution Control Board; and (iii) Gujarat Pollution Control Board, requesting them to list out the parties who have been issued authorisation for collection, transportation and utilisation of carbon slurry. However, till date, no response has been received.
7. 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, even after rigorous efforts by the Respondent No.7, the Respondent No.5 is the only available authorised Contractor for lifting and disposal of carbon slurry from the ponds of the Respondent No.7.

FINANCIAL SUPPORT PROVIDED BY RESPONDENT NO.7

8. 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.7 to look into the aforesaid aspects and take appropriate action.
9. The Respondent No.5, vide emails, dated 15.01.2025 and 25.01.2025, requested for *inter-alia* refund of their advance deposited amount along with simple rate of interest to support them for augmentation of existing infrastructure, storage, transportation and other resources needed for final disposal of carbon slurry.



10. 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.7 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. The Respondent No.7 requested the Respondent No.5 to submit their detailed action plan with respect to the lifting of carbon slurry.
11. Vide email, dated 10.02.2025 and thereafter on 17.02.2025, the Respondent No.5 sent their proposal to the Respondent No.7, *inter-alia* requesting for (i) refund of the advance deposited along with interest; (ii) grant of INR 5.5 Crores (Rupees Five Crores Fifty Lakhs only); and (iii) supply of material on free of cost basis.
12. During a meeting held on 01.03.2025, the representatives of the Respondent No.7 informed the Respondent No.5 that the Respondent No.7 would be willing to extend financial support to the extent of the balance amount deposited by Respondent No 5 with Respondent no 7. subject to the following:
- Submission of Bank Guarantee of equivalent amount by the Respondent No.5;
 - 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.7 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/ Affidavit as surety of the equivalent amount being advanced by the Respondent No.7 to the Respondent No.5.



14. Thereafter, subsequent to various discussions between the representatives of the Respondent No.5 and Respondent No.7, during a meeting held on 17.03.2025, final proposal was submitted by respondent no 5 as under:

1. Refund of complete amount of Rs. 6,79,98,167.00 deposited by us as advance deposit and security deposit as per requested in meeting and reproduced hereunder:
 - A. To support us immediate financially to our endeavour to speed up lifting by using mechanical, automatic material handling, water load reduction unit at site, 25% amount i.e. Rs. 1,69,99,542.00, may please be refunded at the shortest possible time, against submission of Indemnity bond & PDC cheques of same value as security and our show of commitment.
 - B. Refund of balance of Rs. 5,09,98,625.00 against submission of 5 No. BG's of same value in favor of NFL Panipat, within 45 days of issuance of LOI/Revised Sale Order. NFL shall be having rights to claim reimbursement of Rs. 1,69,99,542.00 paid as advance to us by encashment of cheques and invoking indemnity bond, in case of non-submission of BG's by us.
 - C. The said BG's shall be valid for the 36 months plus claim period of 3 months.
 - D. The 5 No of BG's will be of equal amount of Rs. 1,01,99,725.00, having the same validity period.
 - E. In case of any short lifting of quantity the said PDC/ BG can be encashed against demand raised from us by NFL.
 - F. The said security instruments, such as PDC and respective BG's shall be returned by the NFL to us, at lifting of corresponding quantity listed in the below schedule at Sr. No. "H". The last BG shall be returned at completion of the contract to the satisfaction of the Engineer Incharge.
 - G. In case the quantity turns out to be lesser than 119208 MT as per today's records of NFL and ponds are free of carbon slurry, the contract shall be considered complete in all respect and all remaining securities shall be returned to us by NFL.
 - H. We propose the lifting in the timeline as per the schedule hereunder:

Instalment No.	Quantity (MT)	Amount (Rs.)	% Amount	Period of Lifting	Security
1	4208	16999542	25%	01.04.2025 to 31.08.2025	PDC and Indemnity Bond of same value



2	23000	10199725	15%	01.09.2025 to 28.02.2026	5 BG of value of Rs. 1,01,99,725.00 Each.
3	23000	10199725	15%	01.03.2026 to 31.08.2026	
4	23000	10199725	15%	01.09.2026 to 28.02.2027	
5	23000	10199725	15%	01.03.2027 to 31.08.2027	
6	23000	10199725	15%	01.09.2027 to 31.03.2028	
Total	119208	67998167	100%		

And to the effect that NFL agrees to our request to provided following on site support:

2. Providing Carbon Slurry Material free of cost.
3. Providing free of cost supply of Power at one point in battery limit of NFL.
4. Providing Steam free of cost basis at Battery limit of NFL. Laying the header to site shall be in our scope, including necessary clearance from statutory bodies.
5. Providing free potable water at Battery limit at one point.
6. Permission for mobilizing & operation and maintenance of our mobile/skid mounted material handling, water load reducing unit at Pond site itself, for speedier Clearance of actual Carbon Material at the earliest possible time.
7. The said unit shall be designed, commissioned & operated as per best engineering, OHSAS, complying with environmental norms and rules of the time at our own cost and risk.
8. We undertake to hand over site back to NFL after removal of all our resources, tools, tackles etc. and also submit clearance certificate from Haryana State Pollution Control Board, to the effect that Carbon Material/Slurry from Pond No. 1 & 2 has been lifted and cleared as per contract, and than we will submit our request for refund of last BG and completion certificate from NFL along with settlement of all accounts.

Copy of the Letter, dated 17.03.2025, sent by the Respondent No.5 to the Respondent No.7, is attached herewith and marked as **DOCUMENTAL 1**




15. Presently, Respondent No 7 has sent a letter dated 25.3.2025 to Respondent No 5 acceding to their request as under and have requested them to submit Undertaking-cum-Indemnity Bond on a non-judicial stamp paper along with PDCs at the earliest so that payment can be released.

1. To release an amount of Rs. 1,69,99,542/- (which is 25% of the balance advance amount deposited with NFL, Panipat) to M/s Shubham Sales Co., Rohtak against submission of Undertaking-cum-Indemnity Bond (as per **Annexure-A** enclosed) along with PDCs (Post-Dated Cheques) of same value as security, against which M/s Shubham Sales Co. shall be required to lift 4208 MT of carbon slurry within a period of 5 months from the date of issue of LOI/Sale Order/Intimation Letter dated 25.03.2025.
2. Supply of power on free of cost basis at one point in battery limit of NFL.
3. Providing free potable water in battery limit of NFL at one point.
4. Providing steam on free of cost basis at battery limit of NFL. Laying the header from there to site shall be in scope of M/s Shubham Sales Co. including necessary clearance from statutory bodies.
5. Allow M/s Shubham Sales Co., Rohtak for mobilizing & operation and maintenance of their mobile/skid mounted material handling, water load reducing unit at Pond site itself, for speedier clearance of actual carbon material at the earliest possible time. The said unit shall be designed, commissioned & operated as per best engineering, OHSAS, complying with environmental norms and rules of the time at their own cost and risk.

16. It is submitted that the Respondent No.5 vide mail dated 26.3.2025 has regretted to make any commitment to lift the carbon slurry even though



Respondent no 7 is ready to give financial support of Rs 1,69,99,542 along with other supports.

17. Thus, as can be seen, the Respondent No.7 has left no stone unturned to ensure safe storage and management of carbon slurry and its efficient disposal. The Respondent No.7 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.
18. 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 herein are true and correct on the basis of the legal advice received by me and believed by me to be true and correct.
19. I state that no part of this Affidavit is false and no material facts have been concealed therefrom.



DEPONENT
 सुधीर कुमार झा
SUDHIR KUMAR JHA
 कार्यकारी निदेशक
 Executive Director
 नेशनल फर्टिलाइजर्स लि०, पानीपत
 National Fertilizers Ltd., PANIPAT

VERIFICATION:

I, Sudhir Kumar Jha, 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 Panipat on this 27th day of March, 2025

125
 27
 03/2025
 Sudhir Kumar Jha
 SK. Aggarwal
 Self-Owner

ATTESTED
 Notary, Panipat
 27 MAR 2025

DEPONENT
 सुधीर कुमार झा
SUDHIR KUMAR JHA
 कार्यकारी निदेशक
 Executive Director
 नेशनल फर्टिलाइजर्स लि०, पानीपत
 National Fertilizers Ltd., PANIPAT



By hand:

March 17, 2025

To,

The Executive Director,

NFL, Panipat Haryana.

Reference: Our letter. Dt. 01/03/2025, e-mail dated 11.03.2025 and today's meeting with members of the honourable committee at NFL Panipat.

Subject: Our Final Proposal for disposal of remaining Carbon Slurry/Material from NFL, Panipat.

With reference to the referred letter and discussions there on till date, we hereby finally submit as under:

1. That we propose to lift the complete material subject to acceptance of following requested assistance at site as per directions of the honourable NGT, New Delhi in the case matter of OA 620/2022, of Kaushal Kishore Vishwakarma V/s State of Punjab & Others, by 31.03.2028.
2. Refund of complete amount of Rs. 6,79,98,167.00 deposited by us as advance deposit and security deposit as per requested in meeting and reproduced hereunder:
 - A. To support us immediate financially to our endeavour to speed up lifting by using mechanical, automatic material handling, water load reduction unit at site, 25% amount I.e. Rs. 1,69,99,542.00, may please be refunded at the shortest possible time, against submission of Indemnity bond & PDC cheques of same value as security and our show of commitment.
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II. We propose the lifting in the timeline as per the schedule hereunder:

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Looking forward to hear from you soon.

Thanking You,
Warm Regards,

Nupinder Singh Sivia
Partner