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BEFORE THE NATIONAL GREEN TRIBUNAL  
PRINCIPAL BENCH, NEW DELHI

ORIGINAL APPLICATION NO. 413/2021

**IN THE MATTER OF:**

BIKRAMJIT SINGH SHERGILL

...APPLICANT(s)

VERSUS

STATE OF PUNJAB & ORS.

...RESPONDENT(s)

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**DATE: 29.01.2026**

**PLACE: NOIDA**

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CORPORATION, BHATINDA TO AFFIDAVIT DATED 28.10.2025 AND  
07.01.2026**

**I. PRELIMINARY SUBMISSIONS**

1. The present Original Application arises out of a fire incident dated 06.06.2021 at the Municipal Solid Waste Processing Facility operated by Respondent No. 3 – M/s JITF Urban Waste Management (Bathinda) Ltd., revealing large-scale accumulation of unprocessed and semi-processed waste, in violation of the Concession Agreement dated 23.11.2011, the Solid Waste Management Rules, 2016 and binding directions of this Hon'ble Tribunal.
2. Respondent No. 2 has placed detailed affidavits dated 28.10.2025 and 07.01.2026 pursuant to orders dated 18.09.2025 and 11.11.2025 respectively,

giving a clause-wise account of contractual compliance and corrective steps.

Respondent No. 2 has consistently acted as a responsible public authority to prevent environmental degradation despite defaults of Respondent No. 3.

## II. CONSOLIDATED TABLE OF CONTRACTUAL OBLIGATIONS, PERFORMANCE & DISPUTES

Sr. No.	Issue / Clause (CA)	Contractual Obligation	Performance by MCB (R-2)	Default / Failure of JITF (R-3)	Adjudicated Position / Legal Finding	Present Environmental Impact
1	<b>Article 2.2.2.1 – Conditions Precedent (CTD)</b>	Creation & funding of Tipping Fee Fund	Separate SWM/Tipping Fund created on 09.12.2011; ₹50 lakh deposited; payments routed through fund	Disputes raised by JITF on reconciliation; unilateral calculations	Arbitral Tribunal settled disputes; ₹1.83 Cr paid by MCB; nothing further due	No direct environmental impact
2	Door-to-Door Collection & User Charges	Concessionaire to collect MSW and user charges	Policy notified & published (Dainik Jagran, 23.11.2011); MC facilitated collection	JITF failed to sustain C&T; stopped operations	Arbitration held termination illegal; JITF directed to continue C&T	MC forced to take over C&T to prevent waste accumulation
3	Collection & Transportation (CT)	Concessionaire to collect & transport MSW from Bathinda + 17 ULBs	MC took over CT from 01.05.2018 under NGT orders to prevent collapse	JITF refused to restart CT even after award & letters (July–Sept 2025)	Arbitral Award Clause 251 mandates JITF continuation	Increased financial burden on MC; risk mitigation
4	<b>Article 2.2.3.1 – Processing Facility</b>	Construct & commission plant by 22.02.2013	MC facilitated land, approvals, utilities	Plant constructed only in 2014–15; CTO in 2016	Delay attributed to JITF	Delay caused backlog of waste
5	Processing of MSW	Continuous processing & disposal of waste	MC supplied all available waste (~110 TPD)	Poor RDF quality; industries refused RDF	JITF solely responsible for RDF quality & disposal	RDF accumulation at site
6	RDF Disposal /	Sale /	MC & PPCB	RDF not	No fault of MC	RDF stockpiling

Sr. No.	Issue / Clause (CA)	Contractual Obligation	Performance by MCB (R-2)	Default / Failure of JITF (R-3)	Adjudicated Position / Legal Finding	Present Environmental Impact
	Sale	utilisation of RDF	facilitated industries as per NGT directions	saleable due to poor quality		→ fire risk
7	Waste-to-Energy Plant	Establish WTE Plant (500 TPD)	MC facilitated approvals & directions	WTE never established despite NGT order (01.12.2017)	Clear non-compliance by JITF	Core reason for waste accumulation
8	<b>SLF – Original Land (36.81 acres)</b>	MC to provide unencumbered land	Land handed over on 01.02.2012	No construction before HC status quo (08.08.2012)	Court restraint, not MC fault	No SLF operational
9	<b>SLF – Alternative Land (10 acres)</b>	SLF to be constructed by Concessionaire	Land leased on 14.07.2016 as per NGT directions	No SLF constructed	Default lies with JITF	Dumping of inert / RDF
10	Temporary SLF	Interim disposal	MC created temporary SLF (100×150×11 ft)	JITF did not develop permanent SLF	MC acted as stop-gap	Temporary arrangement overstretched
11	Legacy Waste	Not part of CA	MC remediated legacy waste via separate agency	—	MC acted beyond contract	Environmental restoration done
12	<b>Article 6.1 – Statutory Approvals</b>	Facilitation by MC	EC, CTE, CTO facilitated; site upheld by NGT	—	Full compliance by MC	—
13	Independent Expert (IE)	Appointment of IE	Tenders floated thrice; none finalised	—	Tribunal treated CP as waived	No causal link to fire
14	<b>Article 7.3 &amp; Annexure 13 – Tipping Fee</b>	Timely payment	Paid as per claims & award	Excess claims raised	Final settlement by arbitration	No ongoing issue
15	Termination (Art. 9)	As per CA	MC challenged illegal termination	Illegal termination by JITF	Termination held illegal; continuity ordered	JITF bound to operate
16	Fire Incident (06.06.2021)	Safe waste handling	MC had no operational control at site	Accumulated ~1 lakh MT RDF admitted by JITF	Liability flows from accumulation	Major environmental & safety hazard

### III. SCOPE OF ADJUDICATION

3. The present proceedings concern environmental accountability, causation of waste accumulation, and issuance of remedial directions, not re-adjudication of contractual disputes already settled by **Arbitral Award dated 21.05.2025**.

### IV. UNDISPUTED FACTS

4. Respondent No. 3 is the Project Proponent and Concessionaire responsible for processing, disposal, RDF management, SLF construction and WTE plant establishment. Approximately 1,00,000 MT of semi-finished RDF is lying at site, admitted by Respondent No. 3, which directly caused the fire incident.

### V. RESPONSIBILITY OF RESPONDENT NO. 3

5. Failure to process waste, dispose RDF, construct SLF and establish WTE plant squarely lies with Respondent No. 3.

### VI. ROLE OF MUNICIPAL CORPORATION, BHATINDA

6. Municipal Corporation took over door-to-door collection only under directions of this Hon'ble Tribunal to prevent environmental collapse. Financial disputes including tipping fee stand conclusively resolved through arbitration.

**VII. FIRE INCIDENT AND LIABILITY**

7. The fire incident is a direct consequence of accumulated waste under control of Respondent No. 3. Municipal Corporation had no operational control over the waste heap causing fire.

**VIII. RELIEFS SOUGHT**

8. Respondent No. 2 prays that this Hon'ble Tribunal may direct Respondent no. 3 for immediate clearance of accumulated waste, establishment of WTE plant, construction of SLF and permit Municipal Corporation to take interim or alternative measures in public interest.

**IX. CONCLUSION**

9. Municipal Corporation has acted to safeguard environment and public health and should not be penalized for stepping in where the concessionaire defaulted.

***THROUGH COUNSEL***



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