

BEFORE THE NATIONAL GREEN TRIBUNAL AT PRINCIPAL  
BENCH, NEW DELHI

Original Application No. 03/2020

In the matter of:

R.P. Singhal

Applicant

Vs.

Govt. of NCT of Delhi &ors.

Respondents

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Respondent DTTDC

Through

ShobhanaTakiar& Associates,  
Advocates,  
B-103, Lajpat Nagar-I,  
New Delhi-110024  
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9810962950 (M)

New Delhi  
Dated 07.02.2020

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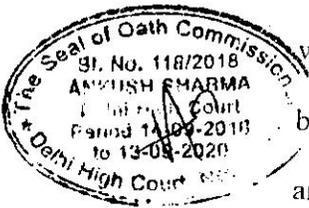
Respondents

COUNTER AFFIDAVIT ON BEHALF OF THE RESPONDENT NO.  
3 DELHI TOURISM & TRANSPORT DEVELOPMENT  
CORPORATION (DTTDC) IN COMPLIANCE WITH ORDER  
DATED 14.01.2020

Affidavit of Sh. Manoj Kumar, son of Late Sh. Om Prakash Jatav,  
aged about 57 years, working as Manager (Adventure Tourism) with  
Delhi Tourism & Transportation Development Corporation Ltd.  
having its office at 18-A, DDA SCO Complex, Defence Colony, New  
Delhi.-110024

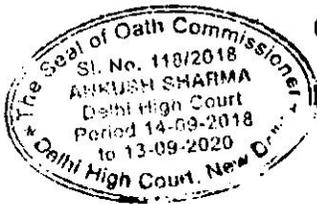
I, the above named Deponent do hereby in my official capacity  
solemnly affirm and declare as under;

1. That at present I am working as Manager (Adv. Tourism),  
with the Respondent DTTDC and as such I am conversant  
with the facts and circumstances of the present case on the  
basis of information derived from official records. As such I  
am competent and authorized to depose the present affidavit  
for and on behalf of the respondent DTTDC.



2. That right at the outset the respondent submits that the present reply is being filed in compliance with order dated 14.01.2020 without admitting any of the averments made by the petitioner against the answering respondent. Each and every averment made in the original application be deemed to have been specifically denied hereby except to the extent the same is specifically admitted hereinafter by the answering respondent. The respondent DTTDC reserves its right to file a more detailed parawise reply if called upon to do so subsequently. The respondent DTTDC also craves liberty to rely upon the records maintained by it in the regular course of the business for the purposes of making submissions at the time of hearing in the present matter.

3. That the petitioner has not placed the complete facts before this Hon'ble Court and has concealed material facts from this Hon'ble Court.



4. That for the convenience of this Hon'ble Court and for the proper, just, and objective appreciation of the issues involved in petition the respondent makes the following submissions.

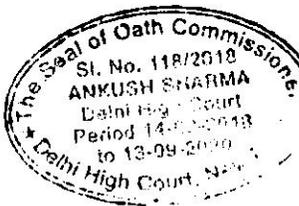
5. That the case pertains to Sanjay Jheel (Lake) which is located in Patparganj Road, Pocket-D, MayurVihar, Phase-II. The

ownership of the Sanjay Lake vests with the respondent no. 2 DDA.

6. That the respondent no. 2 Delhi Development Authority vide its letter dated 06.12.2019 allowed the answering respondent to use Sanjay Lake for recreational boating and water sports purposes as per the fixed timings on licence fee basis for a period of one year. Copy of letter dated 6<sup>th</sup> February 2019 is annexed as **Annexure-I**.

7. That the respondent no. 2 DDA allowed the answering respondent DTTDC for boating facility along with Ticket Booth, Boat House and other Water Sports Activities at Sanjay Lake, MayurVihar in terms of 12.5% revenue sharing basis for a period of one year.

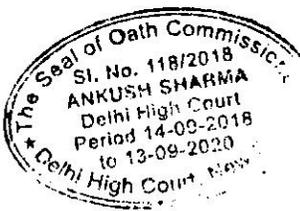
8. That this a joint venture project of both the authorities. As per the terms and conditions of the letter dated 06.12.2019 the answering respondent has no authority to carry out construction at Lake.



9. That in view of the allotment as mentioned above, the answering respondent DTTDC has developed a Soft Adventure Park in Sanjay Lake area. It is pertinent to mention that during the time of erecting of Adventure Park not a single tree was destroyed. It is submitted that whole of

the Adventure Park is constructed in such a way that ecosystem was never disturbed. It is further submitted that besides Adventure Park, the answering respondent is providing pedal boating facility in lake, which is helpful in cleaning the lake water, as stagnated water gets oxidized due to boating.

10. That this Adventure Park has been created by the answering respondent and with prior approval of the land owning agency DDA, it has been outsourced to 'Every Other Day' (EOD). It is further submitted that there is no fully functional food court in EOD. Only a temporary cafeteria is operative. It has been constructed aesthetically to beautify the area. Other activities as detailed in the petition is being carried out by the land owning agency, the respondent no. 2 DDA. Concretization activity is also being carried out by the land owning agency DDA. The answering respondent is not involved in any open dumping and burning of garbage. It is pertinent to mention that maintenance of lake is with DDA. Photographs of the area is annexed as **Annexure-II** colly.



11. To conclude it is submitted that the answering respondent DTTDC is not responsible for any construction activity in the subject area. Construction work is being carried out by the land owning agency as submitted herein above. The

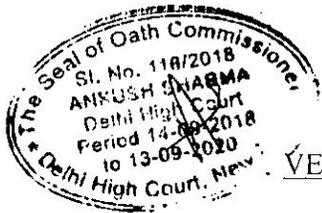
answering respondent is not involved in any illegal felling of trees in the said park. Open theatre has also been constructed by the land owning agency.

12. The present petition is not maintainable qua the answering respondent and liable to be dismissed for the reasons stated above. In view of the facts stated above the prayer as sought in the petition against the respondent DTTDC cannot be granted.

It is submitted accordingly.

*[Signature]*

DEPONENT



VERIFICATION:

13 FEB 2020

Verified at New Delhi on this day ----- of February 2020, that the contents of the above paras of the affidavit are true and correct to my knowledge on the basis of information derived from official records and no part of it is false and nothing material has been concealed there from.

*[Signature]*  
Identified the Deponent who  
as signed in my presence.

13 FEB 2020

*[Signature]*

DEPONENT

CERTIFIED BY THE DEPONENT  
Chiv Sm/Km. *[Signature]* S 74203  
S/o. who *[Signature]*  
R/O. *[Signature]* Summat (Asstt. Manager Legal)  
Identified by *[Signature]*  
has *[Signature]* Delhi  
on *[Signature]*  
that *[Signature]* have  
been *[Signature]* and  
correct to his knowledge.

Oath Commissioner, Delhi  
New Delhi

Annexure-1

49/C

17381/GM  
06/12/19

SPEED POST

DELHI DEVELOPMENT AUTHORITY  
LICENSE PROPERTY CELL  
A-BLOCK, VIKAS SADAN,  
INA, NEW DELHI-110023.

ACCEPTANCE LETTER

No. F03(01)2009/LPC/Sanjay Lake/ 786

Dated:- 06/12/19

To

✓ The General Manager,  
Delhi Tourism & Transportation  
Development Corporation Ltd.  
18-A, DDA S C O Complex,  
Defence Colony, New Delhi-110024.

Sub: - Regarding Boating Facilities at Sanjay Lake, Mayur Vihar, Delhi.

Sir,

With reference to your letter dated 29.10.2019 on the subject cited above. In this regard, it is informed that the Competent Authority is pleased to allow to DTTDC for boating facility alongwith Ticket Booth, Boat House and other Water Sports Activities at Sanjay Lake, Mayur Vihar in terms of 12.5% revenue sharing basis for a period of one year.

In this regard, it is requested to furnish the following requisite documents: -

1. The acceptance of Terms & Conditions (enclosed) for boating at Sanjay Lake on a non-judicial stamp paper of Rs. 10/- duly attested by 1<sup>st</sup> class Magistrate or Notary Public.
2. Photocopy of GST No. Card duly attested by Gazetted Officer or Notary Public.

It is further requested to submit the aforesaid documents so that this office may enable to process your case accordingly.

Encl: As above.

  
(Paras Nath)  
Dy. Director/LPC

Copy to:-

1. Dy. Director (Hort.), Hort. Division No. VII, DDA, Seed Bed Park, Shakarpur, Delhi-110092 for information please.
2. Sr. A.C. (CL), DDA for information and necessary action.

  
Dy. Director/LPC

BN  
9/12  
mayur  
Ad-Tourism  
-venue)

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**Terms & Conditions for boating at Sanjay Lake**

1. That Delhi Tourism & Transportation Development Corporation (DTTDC) will be allowed to use Sanjay Lake for recreational boating and water sports purposes on license fee basis for a period of one year.
2. That the ownership of the said Sanjay Lake shall continue to vest with the DDA and shall not be transferred to DTTDC. The lake is provided to DTTDC for recreational boating and water sports activity without interference to normal functioning at Lake.
3. That the DTTDC shall be permitted to use the lake for recreation boating and for water based sports purposes only as per the timings fixed by DTTDC.
4. That the DTTDC would make a payment of 12.5% (twelve and a half percent) of the gross income from sale of tickets from boating and water sports activity to the DDA for using Lake for recreational boating purpose. DTTDC will make such payment by the 10<sup>th</sup> of every month positively failing which interest @ 18% (eighteen percent) shall be payable by the DTTDC to the DDA. In addition to the payment as stipulated above Delhi Tourism will submit an audit statement of account for ensuring that the payment made to the DDA is as per terms and conditions. These accounts will be accepted after further checking by the DDA for which necessary records as desired by the DDA will be provided by the Delhi Tourism & Transportation Development Corporation Ltd.
5. That the project will be a joint venture of Delhi Tourism and DDA. A hoarding highlighting the name of both the parties be installed at the cost of DTTDC.
6. That the Delhi tourism & Transportation Development Corporation Ltd. would carry out no construction at Lake. In case any construction is required to be carried out by DTTDC then prior approval of the DDA would be obtained.
7. That the license is effective from the date of possession of the site.
8. That the Delhi Tourism shall not carry out any fishing activities from the Lake.
9. That the DDA shall earmark the said lake to Delhi Tourism & Transportation Development corporation Ltd. for a period of one year w.e.f ..... to ..... and after the expiry of the period, DTTDC will hand over the peaceful possession of the lake to DDA.
10. That the DTTDC shall ensure that no accident/mis-happening arises during the boating hours from such user of the Lake. In case any accident occurs/may take place or any claim/claims is lodged during the boating hours by any injured aggrieved person(s) before any courts or authority the same shall be sole liability and responsibility of the Delhi Tourism & Transportation Development

Corporation to pay compensation etc. or face any criminal prosecution if any.

47/10

11. That the DDA shall not be liable for any criminal or civil action arising out of such use.

12. That all the disputes and differences arising out of or in any way concerning this agreement (except those the decision whereof is otherwise hereinbefore provided for) shall be referred to the sole arbitrator appointed by the Vice Chairman, DDA. There will be no objection to any such appointment that the Arbitrators so appointed is an employee of DDA or that he had dealt with the matter to which this indenture relates and that in the course of his duties with DDA he had expressed views on all or any off the matter in dispute or differences. The award of the Arbitrator so appointed shall be final and binding on both the parties.

13. That the license can be terminated by either party by giving three months notice without assigning any reason.

14. That all the expenditure on boats, man power, ticket booth jetty etc. would be responsibility of the DTTDC.

15. DTTDC will not sub lease or sublet the boating rights to third party.

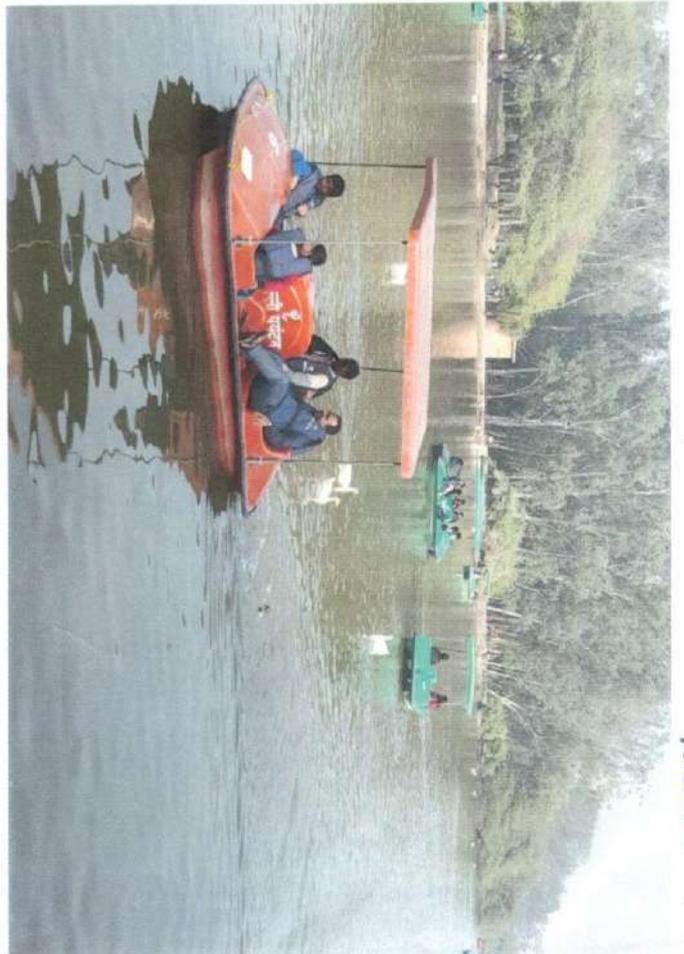
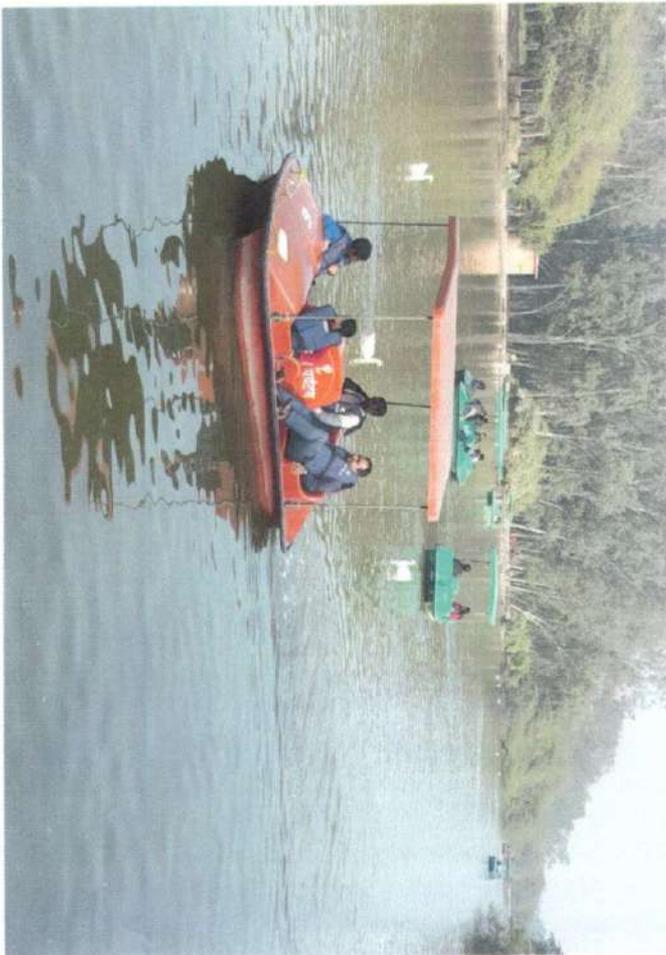
16. No other activity is allowed.

17. DTTDC is allowed to put in floating jetty for boating purposes in the lake.

18. No commercial advertising is allowed on the boats.

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Annexure-2 (Colly) s/c



Annexure 1-1

56/c



Area-1-2



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Arrow-1-3



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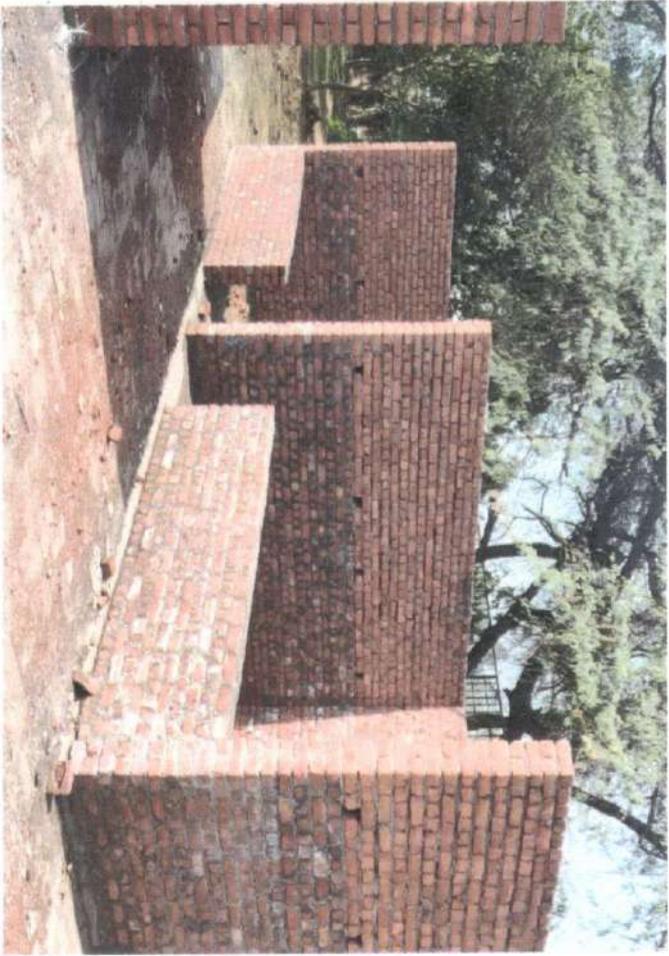
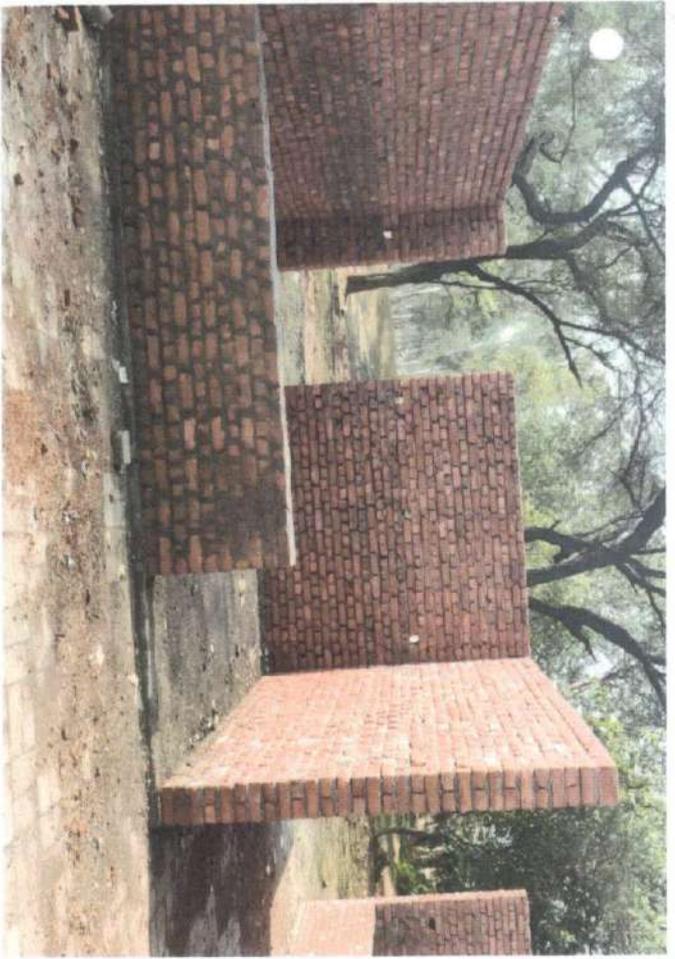
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Answer-1-5

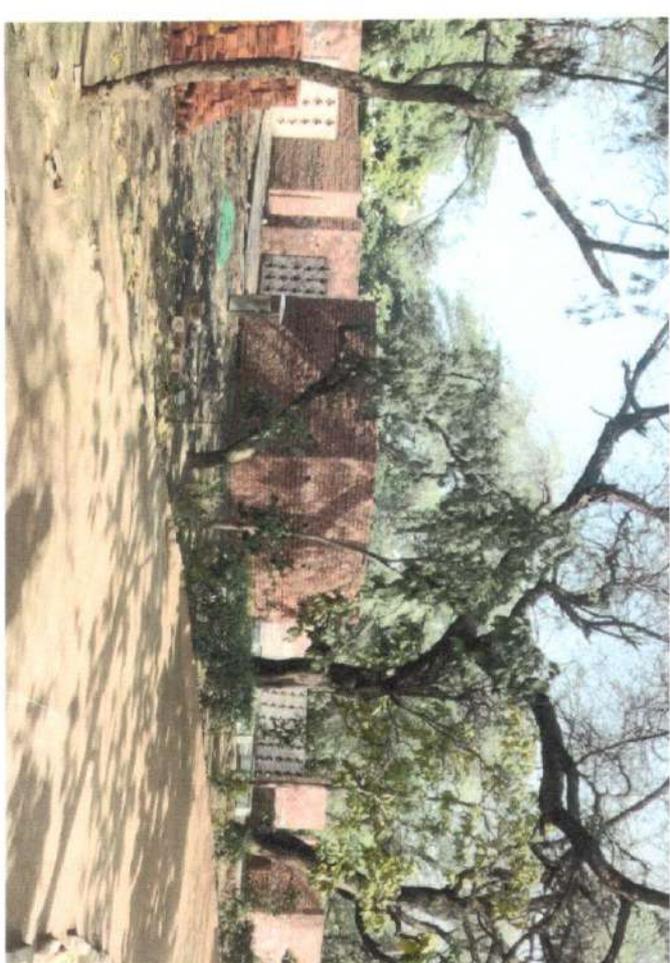
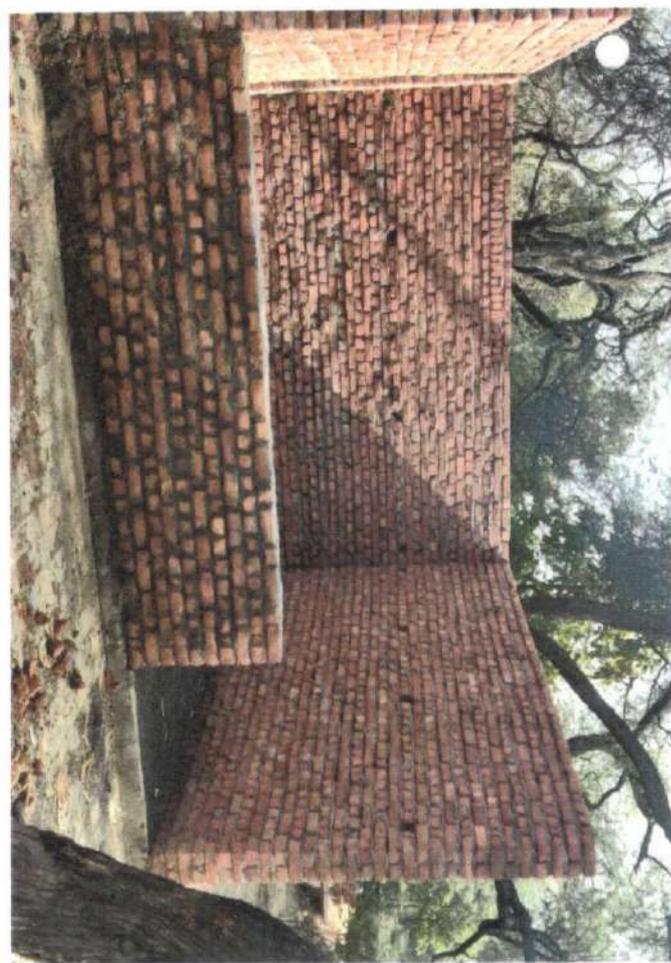
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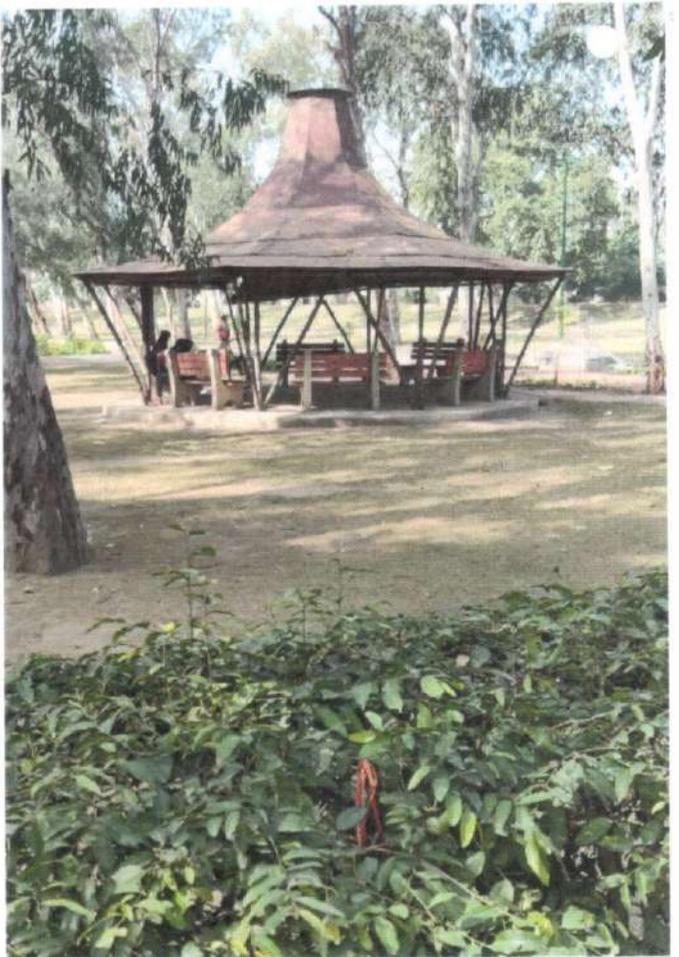


s/k



Annex-1-2

s/c



Amus-1-8