

BEFORE THE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI

O. A. No. 214 OF 2021

IN THE MATTER OF:-

SHAILESH SINGH

...APPLICANT

VERSUS

CENTRAL POLLUTION CONTROL BOARD
& ORS

...RESPONDENTS

COUNTER AFFIDAVIT ON BEHALF OF RESPONDENT
NO. 4 I.E. M/S FRIGORIFICO ALLANA PVT LTD.

(FOR INDEX:-Kindly See Inside)

New Delhi
Dated 12/05/2022

FILED BY

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INDEX

<u>S. No.</u>	<u>Particulars</u>	<u>Pages</u>
<u>1.</u>	Counter Affidavit on behalf of Respondent No. 4 i.e. M/s Frigorifico Allana Pvt Ltd.	
<u>2.</u>	The True Copy of the Order passed by the Delhi High Court dated 27 th January, 1995 in case titled as Maneka Gandhi versus Union Territory of Delhi and Ors is annexed herewith and marked as ANNEXURE A/1.	
<u>3.</u>	The True Copy of the Agreement dated 04.08.2009 made between MCD & Respondent No. 4 is annexed herewith and marked as ANNEXURE A/2.	
<u>4.</u>	The True Copy of the EDMC Extension Letter No. E.D.M.C/Vs/GSH/2019/232	

	dated 30.07.2019 is annexed herewith and marked as ANNEXURE A/3.	
<u>5.</u>	The True Copy of the EDMC Extension Letter No. E.D.M.C/VS/GSH/2019/596 dated 15.01.2020 is annexed herewith and marked as ANNEXURE A/4.	
<u>6.</u>	The True Copy of the EDMC Extension Letter No. E.D.M.C/VS/GSH/2019/60 dated 15.07.2020 is annexed herewith and marked as ANNEXURE A/5.	
<u>7.</u>	The True Copy of the handover letter of the Ghazipur slaughter house to the EDMC by the Respondent No. 4 is annexed herewith and marked as ANNEXURE A/6.	
<u>8.</u>	The True Copy of the Letter sent by the respondent No. 4 to the Delhi Pollution Control Committee dated 03.03.2021 is annexed herewith and marked as ANNEXURE A/7.	
<u>9.</u>	The True Copy of letter dated 17.08.2009 wrote by MCD to Delhi Jal Board along with the true copies of bills of water tankers are attached herewith and marked as ANNEXURE A/8.	
<u>10.</u>	Vakalatnama	

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NO. 4 I.E. M/S FRIGORIFICO ALLANA PVT LTD.**

TO,

THE HON'BLE CHAIRPERSON
AND HIS OTHER COMPANION JUDGES
OF THE HON'BLE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI

MOST RESPECTFULLY SHEWETH:-

That I, Devesh Kumar aged about 45 years, is serving as a Legal Advisor at the M/s Frigerifico Allana Pvt. Ltd. I am well acquainted with the facts and circumstances of the present matter and as such I am competent to swear and file this counter affidavit before this Honourable Tribunal, I do hereby solemnly affirm and declare as follows:-

1. **PRELIMINARY SUBMISSIONS:-**

1.1. At the very outset it is submitted that the applicant has not come with clean hands before this Honourable Tribunal as the applicant has filed this application without the knowledge of true and correct facts and as such the application deserves dismissal at the very threshold on the count of misleading the Honourable Tribunal.

1.2. That the applicant has filed the present application without having sufficient knowledge of the true and correct facts where he has made all the allegations against the Respondent No. 4 i.e. M/s Frigorifico Allana Pvt Ltd. contrary to the fact that the Respondent No. 4 is currently not operating the Ghazipur slaughter house since 05th March, 2021. This shows that the entire petition is a totally false and vague petition which is prepared and filed without the correct knowledge. The Honorable Supreme Court in **S.P Anand, Indore versus H.D. Deve Gowda and others (1996) 6 SCC 734** held that:- "**18. It is of utmost importance that those who invoke this Court's jurisdiction seeking a waiver of the *locus***

standi rule must exercise restraint in moving the Court by not plunging in areas wherein they are not well-versed. Such a litigant must not succumb to spasmodic sentiments and behave like a knight errant roaming at will in pursuit of issues providing publicity.”

- 1.3. That the Honourable Apex Court also, after considering several aspects of Public Interest Litigation observed in *Ashok Kumar Pandey versus State of W.B* (2004) 3 SCC 349: "4. When there is material to show that a petition styled as Public Interest Litigation is nothing but a camouflage to foster personal disputes, said petition is to be thrown out.”

“Public Interest Litigation which has now come to occupy an important field in the administration of law should not be "Publicity Interest Litigation" or "Private Interest Litigation" or "Politics Interest Litigation" or the latest trend "Paise Income Litigation". If not properly regulated and abuse averted it becomes also a tool in unscrupulous hands to release vendetta and wreck vengeance, as well.

There must be real and genuine public interest involved in the litigation and not merely an adventure of a knight errant or poke ones nose into for a probe.

The Honourable Apex court further stated that **“A petitioner who comes to the Court for relief in public interest must come not only with clean hands like any other writ petitioner but also with a clean heart, clean mind and clean objective.”**

- 1.4. That moreover, the Honourable High Court of Himachal Pradesh in **Prashant Mehta versus State of H.P & Ors. (CWP 6076/2020)** on 15.03.2021 considering various aspects of PIL's and several Judgments of Honourable Supreme Court in its order observed that the applicant filing the PIL in Court of Law must come with clean hands and proper knowledge of the facts.

- 1.5. That it is humbly submitted that all the material allegations made in the application against the answering respondent are false and fabricated and the application is not maintainable either on the facts or in law against the answering respondents.

1.6. That except what has been specifically admitted herein, the rest of the statements made in the application may be deemed to have denied and repudiated by the answering respondent. The deponent humbly begs to state further that the answering respondent does not admit anything which is contrary to the record. Further crave leave of this Honourable Tribunal to file an additional affidavit, if necessary.

2. STATEMENT OF FACTS

That before traversing the reply on merits, the answering Respondent begs to submit the following submissions materials for correct appreciation and proper adjudication of instant Application:-

- a) That the Honourable Delhi High Court on 27th January, 1995 in Maneka Gandhi versus Union Territory of Delhi And Ors. 57 (1995) DLT 571, directed the Municipal

Corporation of Delhi (in short "MCD"), (now East Delhi Municipal Corporation (in short "EDMC")) the closure of the Idgah slaughter house and to set up a modern mechanised slaughter house in Ghazipur, Delhi for providing adequate fresh, hygienic and wholesome meat.

The True Copy of the Order passed by the Delhi High Court dated 27th January, 1995 in case titled as Maneka Gandhi versus Union Territory of Delhi and Ors is annexed herewith and marked as ANNEXURE A/1.

- b) That in compliance of the Honorable Delhi High Court Order dated 27.01.1995, the MCD constructed a modern mechanised slaughter house in Ghazipur, Delhi which was India's one of the most hi-tech slaughter house. Further, after constructing and establishing the same, the MCD opened the tenders for leasing it out. Subsequently, the Ghazipur slaughter house was leased to the Respondent No. 4 i.e. M/s Frigorifico Allana Pvt Ltd on 04th August, 2009 after signing an agreement between both the parties i.e. MCD & M/s Frigorifico

Allana Pvt Ltd (Respondent No. 4) for the term of 10 years.

The True Copy of the Agreement dated 04.08.2009 made between MCD & Respondent No. 4 is annexed herewith and marked as ANNEXURE A/2.

- c) That after the completion of term of 10 years of the agreement, the EDMC on 30.07.2019 extended the lease agreement of the Ghazipur slaughter house to the respondent No. 4 for the period of six months starting from 04.08.2019 vide its Letter No. E.D.M.C/VS/GSH/2019/232.

The True Copy of the EDMC Extension Letter No. E.D.M.C/VS/GSH/2019/232 dated 30.07.2019 is annexed herewith and marked as ANNEXURE A/3.

- d) That thereafter, the EDMC again on 15.01.2020 vide its Letter No. E.D.M.C/VS/GSH/2019/596 extended the lease agreement of Respondent No. 4 for the period of 3 months.

The True Copy of the EDMC Extension Letter No. E.D.M.C/VS/GSH/2019/596 dated 15.01.2020 is annexed herewith and marked as ANNEXURE A/4.

e) That thereafter, the EDMC again on 15.07.2020 vide its Letter No. E.D.M.C/VS/GSH/2019/60 extended the lease agreement of Respondent No. 4 for the period of 2 years or till the tender is finalized, whichever is earlier.

The True Copy of the EDMC Extension Letter No. E.D.M.C/VS/GSH/2019/60 dated 15.07.2020 is annexed herewith and marked as ANNEXURE A/5.

f) That subsequently in February 2021, when the tender was finalized, the Ghazipur slaughter house was leased out to the new lessee. The final handover of the slaughter house to the EDMC was made on 05.03.2021 by the Respondent No. 4.

The True Copy of the handover letter of the Ghazipur slaughter house to the EDMC by the Respondent No. 4 is annexed herewith and marked as ANNEXURE A/6.

g) That the Respondent No. 4 even sent a letter to Delhi Pollution Control Committee (in short "DPCC") on 03.03.2021 intimating them about the handover of the Ghazipur slaughter house to the EDMC. After final

handover of the slaughter house to the EDMC, the respondent no. 4 wasn't liable if any violation took place. During the tenure of respondent No. 4, none of the violations took place, as respondent No. 4 always operated the unit as per the rules and norms.

The True Copy of the Letter sent by the respondent No. 4 to the Delhi Pollution Control Committee dated 03.03.2021 is annexed herewith and marked as ANNEXURE A/7.

- h) That after 5.03.2021, the Respondent No. 4 was no more a lessee of the Ghazipur slaughter house and is not liable for any environmental violations, if any done, after that. The Respondent No. 4 has always operated the slaughter house with all the rules and prescribed norms, which were laid down by the CPCB & DPCC from time to time, in every manner whatsoever. The respondent No. 4 has always abided the environmental rules and was always a complying and a non-polluting unit.
- i) That when the Respondent No. 4 was operating the unit, regular inspection at regular intervals would take place

of the unit and the unit has always been a non-polluting and a fully complying unit in all terms. Furthermore, as per the clauses of the Lease agreement signed between MCD & Respondent No. 4, it was mutually settled between both the parties that in case of violation of any terms of the of the agreement specifically with the work performance not found to be satisfactory, the agreement would be terminated. It is humbly submitted that because the unit was always complying in all terms and manner and never reported any violations during the inspections, the agreement was not terminated at any stage, as mentioned in the agreement.

- j) That moreover, as per the agreement signed between both the parties, there was an EDMC's Plant manager who was responsible for review, monitor and supervise the safety and environment management measures of the unit. The EDMC's plant manager used to regularly review and monitor the environmental measures of the unit and never found any complaint or any violation by the unit, in any manner whatsoever.

- k) That furthermore, the Respondent No. 4 has operated the slaughter house in compliance of the order passed by the Honorable Supreme Court in **Writ Petition (Civil) 309/2003 titled as Laxmi Narayan Modi versus Union of India & Ors** wherein the apex court directed the CPCB to write to all state governments informing about the guidelines for slaughter house as well as to initiate actions against all slaughter house which are not meeting the norms and implement the abattoir rules through State pollution control Board.
- l) That with regard to the ground water extraction, it is humbly submitted that MCD was liable to obtain the ground water extraction permission or connection for the Ghazipur slaughter house and thus they wrote a letter to Delhi Jal Board for water connection on 17.08.2009. The MCD used to continuously follow up with the Delhi Jal Board for the water connection, as informed by them. However, the Respondent No. 4 took the water from tankers for the period they were leased out the Ghazipur slaughter house.

The True copy of letter dated 17.08.2009 wrote by MCD to Delhi Jal Board along with the true copies of bills of water tankers are attached herewith and marked as ANNEXURE A/8.

3. PARA-WISE REPLY TO THE CONTENTIONS MADE BY THE APPLICANT AGAINST THE RESPONDENT NO. 4

- A. That the Contents of Para 1 needs no comment.
- B. That the contents of Para 2 is vehemently denied and humbly submitted the applicant is falsely pretending to be a journalist and an environmentalist, but in fact has filed this motivated and vague petition pushing the private agendas by abusing the process of the Law. The applicant has filed the present petition without having any correct knowledge of the facts and has not come to this Honourable Tribunal with clean hands, clean heart, clean mind and a clean objective.
- C. That contents of Para 3- 41 are vehemently denied and humbly submitted that the Respondent No. 4 had handed over the Ghazipur slaughter house to the EDMC

(Respondent No. 3) on 05.03.2021. Till the time, when the Respondent No. 4 was operating the ghazipur slaughter house, it was operated as per the guidelines, rules and norms as laid down by all the authorities from time to time. The slaughter house was always a complying and a non-polluting slaughter house, which never reported any complaint of any environmental violation, in any matter whatsoever.

Further, it is humbly submitted that when the respondent No. 4 was operating the unit, the unit had all the valid permissions/NOC/consents and had never violated any environmental norms and rules during its term and all the permissions/NOC/consents were renewed from time to time.

Moreover, the applicant had filed this petition in August, 2021 whereas the Respondent No. 4 had finally handed over the Ghazipur Slaughter House to EDMC on 05th March, 2021 itself, almost 5 months earlier before filing of this vague petition. This fact has also been stated by the EDMC in its joint inspection report dated 24.01.2022. This clearly establishes that the applicant

did not have any knowledge about the true and correct facts and had falsely levied the allegations against the respondent No. 4. Further, looks like that the present application is a motivated & sponsored petition.

D. That the contents of Grounds (A-H) are vehemently denied for being misconceived, incorrect, erroneous and completely frivolous because the respondent No. 4 is no more operating the Ghazipur slaughter no more.

4. **PRAYER**

In view of the above, circumstances and facts of the case may graciously be pleased to:

- a. Direct the applicant to delete the name of Respondent No. 4 from the array of parties.
- b. Dismiss the present application and impose heavy and exemplary cost on the applicant for filing a vague and false application against the Respondent No. 4.
- c. Pass any further order(s)/direction(s) as the Court may deem fit and necessary in the interest of justice.

Applicant

Dated:12 .05.2022
New Delhi

Through

Mansi
S.A. ZAIDI & MANSI CHAHAL
ADVOCATES

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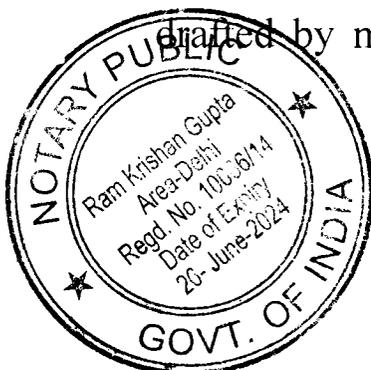
AFFIDAVIT

I, Devesh Kumar, Sr. Manager-Law at the M/s Frigorifico Allana Pvt. Ltd. situated at 10, Scindhia House, Connaught place, Delhi, do here by solemnly affirm and declare as under:-

1. That I am appearing on behalf of the Respondent No. 4 in the above noted O.A. No. 214 OF 2021 therefore I am fully conversant with the fact of the case. I am competent to sign and swear this Affidavit.

2. That the accompanying reply/counter affidavit has been

drafted by my counsel and the same has been read over



17 MAY 2022

REGISTRATION NO. 10666/14

NOTARY PUBLIC REGD. ENTRY

at Sr. No. 4162 Page No. 66

Dtd. 17 MAY 2022

Title of Document Affidavit

NOTARY PUBLIC OF INDIA

....APPLICANT

and explain to me and I say and declare that the same are true and correct.

3. That the content of accompanying reply/counter affidavit be read as part and parcel of this affidavit as the same are not repeated herewith for the sake of brevity.

[Handwritten Signature]
DEPONENT

VERIFICATION

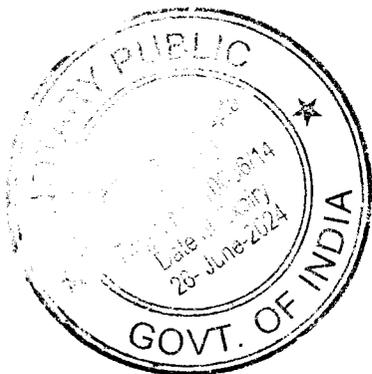
Verified at Delhi on this _____ day of, 2022 that the contents of my above Affidavit are true and correct to my knowledge and nothing material has been concealed there from.

[Handwritten Signature]
DEPONENT

ATTESTED

[Handwritten Signature]
NOTARY PUBLIC
Govt. of India (Delhi)
Regn. No 10866/14

12 MAY 2022



Delhi High Court

Maneka Gandhi vs Union Territory Of Delhi And Ors. on 27 January, 1995

Equivalent citations: 57 (1995) DLT 571

Author: D Bhandari

Bench: K Bhatt, D Bhandari

JUDGMENT Dalveer Bhandari, J.

- (1) The petitioner has initially filed tile public interest litigation in the Supreme Court of India regarding unhygienic, inhuman and horrible conditions which are prevalent at the Idgah slaughterhouse of Delhi. Their Lordships of the Supreme Court directed this court to hear and dispose of the petition.
- (2) In the petition, it is averred that effluents of highly pollutive nature are being discharged in drains and open sewerage. by slaughtering of tens of thousands of animals in most unhygienic conditions and in contravention of all laws, rules, regulations and norms. Even the slaughter house is running in total contravention of the Master Plan.
- (3) On the directions of their Lordships, this matter was heard at length. This court even appointed three Court Commissioners to visit the slaughter house and submit a detail report. The report submitted by the court Commissioners was taken into consideration. The photographs and video film prepared by them were also kept in view while deciding the writ petitions. After hearing counsel at length, and examining various facets of the problem, the court reached to the conclusion that the conditions prevalent at the slaughter house were most unhygienic and were posing serious threats to the livers and health of the entire population of Delhi, particularly to the large meat-eating population.
- (4) This court in the larger public interest, gave various directions. The directions pertained to :
- (A)Supply of wholesome and pure drinking water to the residents of Delhi and adjoining areas.
- (B)Children below the age of 18 years shall not be allowed to work in the slaughter house.
- (C)The M.C.D. was directed to take. necessary' steps to stop illegal slaughtering.
- (D)licenses be issued to the butchers (Q)The M.C.D. was directed to appoint adequate number of veterinary doctors.
- (F)Slaughtering hours must be fixed and strictly maintained, so that sufficient time is left for cleaning the abattoir and the other sections of the slaughter house.
- (G)The M.C.D. shall ensure ante mortem medical examination of the animals.
- (H)The notification of the M.C.D. dated September 21, 1961 regarding carrying the maximum number of animals must be strictly implemented.

(I)The M.C.D. is directed to frame comprehensive bye-laws,rules for the smooth functioning of slaughter house within three months.

(5) It may be relevant to mention that another Division Bench of this Court had the occasion to examine some of these issues while deciding C.W.P. Nos. 2267 '90. 158,91 and 830 92. The Division Bench after taking various facts and circumstances into consideration, directed the closure of the Idgah slaughter house on or before 31st December. 1993.

(6) Since the basic conditions had not improved, this court again directed closure of the slaughter house and observed that if for any reason it continues for sometime, in that event, for maintaining at least the minimum standard of hygiene and sanitation, the number of animals slaughtered must be reduced to 2500 per day. This court also appointed a high-powered committee to ensure compliance of the directions given in the judgment.

(7) It may be pertinent to mention that the Delhi Meat Merchants Association and the Buffaloes Traders Welfare Association have preferred review petitions against the said judgment of the Division Bench dated March 18, 1994. This Court after hearing counsel at length gave detailed judgment in those review petitions explaining the reasons why the number of animals slaughtered at the Idgah Slaughter House cannot be increased. The main reasons which did not permit the Court from increasing the number were (a) available area, (b) traffic congestion (c) drainage system (d) ante mortem examination (e) post mortem examination (f) air and water pollution.

(8) This Court observed that even if basic minimum standard of hygiene and sanitation is to be maintained, then in our opinion "IN the larger public interest, the number of animals permitted to be slaughtered at the said slaughter House cannot be increased."

(9) The court also observed that we cannot permit supply of meat of those animals which have not, undertone any kind of antemortem examination. We also cannot permit carcasses to leave the slaughter house before proper checking in order to determine whether the meal is fit for human consumption or not ? The possibility of the supply of contaminated meat and meat of diseased and sick animals cannot be ruled out. These precautions are absolutely imperative particularly in the interest of meat eating population.

(10) The Court also observed that meat eating population of Delhi is entitled to have wholesome fresh and hygienic meat. It is the duty and obligation of the respondents to ensure it. In case, there is temporary short fall (till the. modern slaughter house is set up) in supply the same can be made good by getting fresh. hygienic meat from the other places as the milk is brought to Delhi every day. While dealing with the review petitions, the Court had shown serious concern about the problem of unemployment which may arise because those who were dependent on this trade have been rendered jobless. The Court directed the respondents to frame a scheme of offering alternative employment to those who were dependent on this trade and are now without work.

(11) The buffalo Traders Welfare Association and some others have filed the Special Leave. Petitions against the judgment of this court before the Hon'ble Supreme Court.

(12) Their Lordships of the Supreme Court have observed that, 'The order of the High Court unexceptionable as it is to the extent it goes, deals with only a part of the problem. The prevalent conditions in the Idgah Slaughter House were, apparently, appalling and the High Court has, very rightly inrested . an ensurement of certain minimal health and hygiene standards.

(13) The court further observed, "What should happen to the thousands of workers who are thrown on the streets jobless ? What again is the way to meet the meat requirement of a large city ? What about the thousands of persons who live by this trade ? But then Courts do not possess any such expertise as to enable it to decide for itself the conditions justifying increase in number of animals to be slaughtered. That has to be considered by an expert body, keeping in mind the environmental aspect including the treatment and outlet for affluents, proper cleaning, sewerage and water supply facilities.

(14) Their Lordships of the; Supreme Court out of many names furnished constituted a committee of following experts :-

1. Justice J. D. Jain, Retired Judge, Delhi High Court (Chairman)
2. Dr. A. K. Chatterjee, Former Joint Commissioner, Meat & Meat Products and Animal Husbandry Commissioner, Government of India
3. Dr. H. A. B. Parpia, Former Director, Central Food and Technology Research Institute Mysore.
4. Dr. B. V. Chintaman. Former Executive Engineer, Deonar Abattoir
5. Dr. D. K. Biswas, Chairman, Central Pollution Control Board.
6. Dr. S. C. Maudgal, Adviser, Ministry of Environment & Forests
7. Chief . Engineer. S. P. Zone, New Delhi.

(15) The Court further observed that the Committee may amongst other relevant issues consider specifically the following two aspects :

(I) The conditions and additional facilities and Infrastructure and services necessary to augment an increase in the number of animals for slaughtering at the Idgah abattoir :

(II) Establishment of a mechanised Slaughter House of an adequate capacity to meet the requirements of die consumers of the trade of both internal and export.

(16) Their Lordships of the Supreme Court directed the Committee to look into the problem of unemployment of the workers dependent on the meat trade and the court also observed, availability of good meat prepared under hygienic conditions and public interest are vital concerns which have to be considered paramount. The Committee may suggest short-term plans to get over the present

difficult situation. Likewise, mid-term and long term plans be made for establishing a modern Slaughter House, the emphasis being cleanliness, hygiene and pollution control.

(17) In pursuance of the directions of their Lordships of the Supreme Court, the Committee met on a number of occasions, the detailed proceedings have been annexed to the report submitted by the Chairman of Committee to this court. Their Lordships of the Supreme Court had directed that the suggestions and recommendations of the Expert Committee be placed before the High Court and the High Court would thereafter issue directions as it may deem fit Immediately after receiving the report, the Division Bench of this Court assembled and heard this matter almost on a day-to-day basis. The Chairman of the Committee submitted the report on 22nd September, 1994 and thereafter he submitted supplemental to the report on November 8, 1994. Thereafter, a separate, report has been jointly submitted by three members, namely, Dr. A. K. Chatterjee, Dr. H.A.B. Parpia, and Shri V. C. Behere. Similarly, Dr. S. C. Mudgal, has submitted his report on 7th November, 1994, Dr. D. K. Biswas, Chairman, Central Pollution Board, carried out sampling on 3rd August, 1994 after the alleged Rs. 90 lakhs were spent by the M.C.D. in carrying out renovation of the slaughter house and submitted his observations.

(18) Since there is no consensus report of the Committee, therefore, this court had to bear all concerned at length in order to give suitable directions. Obviously, the task became far more difficult for this court.

(19) Mr. A. S. Qureshi, Senior Advocate appeared on behalf of Anjuman Vakil Quam Oureshiyau, Delhi, he submitted that the Committee was appointed to recommend how the number can be increased. and under the pretext of ' environmental pollution and lairage the Expert Committee could not say that the number cannot be increased. According to him, not of dissent given by three other experts-is must be accepted. Mr. Qureshi submitted that there is a space available for slaughtering 4000 sheep and goats in Halal section and 1000 in Jhatka section. In the buffalo section, 2500 buffaloes and calves can be slaughtered. Thus total number of animals which can be slaughtered is 7500 in one shift. This number can be doubled by having two shifts of six hours each. He submitted that the Chief Engineer, M.C.D. Mr. Chhablani' mentioned that 3600 sheep and goats in halal section and 900 in jhatka section as well as 1200 buffaloes can be slaughtered in a single shift. The dissent note and the figures given by Mr. Chhablani have not been considered in proper perspective by the Chairman in its report.

(20) Mr. Qureshi also submitted that in the interest of employment of a large number of persons involved in the meat industry and for adequate supply of meat for the meat eating population, the number must be increased as indicated in the note of dissent submitted by the three experts. Mr. Qureshi admitted that the slaughter house is located in the heart of the city and there are three schools adjoining the slaughter house.

(21) He further submitted that the schools in the vicinity of the slaughter house were set up after the slaughter house was set up. Therefore, in all fairness, schools located adjoining to the abattoir must be shifted and not the abattoir. He also submitted that the Chairman ignored the vital aspects of the matter that a huge foreign exchange is earned from this abattoir. Therefore, by placing restrictions,

the foreign exchange earning has been severely affected.

(22) Mr. Daljit Singh, the learned Senior Counsel appeared on behalf of an individual Consumer (C.M.216 95) in- a representative capacity. His main argument was that the Consumers are entitled to adequate, wholesome and hygienic meat and it is the duty of the Municipal Corporation of Delhi to ensure it. He also submitted that two plans were prepared by the Hungarian Government for modernisation and expansion of the Idgah slaughter house. The plan particularly to have modern multi-storied slaughter house should be considered if found feasible, be implemented.

(23) Mr. Mishra, Sr. Advocate appearing for the Delhi Meat Merchants Association has submitted that the number of animals slaughtered must be increased because restrictions placed have adversely affected the members of the said association. He submitted that because of the restrictions, a number of people have been rendered jobless and despite the directions of this court, the Government has not done anything in this regard, He also referred to the representation submitted on behalf of his client for the alternative employment but no reply has been received so far from the respondents.

(24) Mr. Mishra also submitted that it is the obligation of the Municipal Corporation to provide a slaughter house and if they cannot provide a proper slaughter house, then the Corporation must permit private slaughtering.

(25) MR.MISHRA submitted that on the basis of note of dissent by three members and Dr. Chhablani, the number must be increased to 7500 (6000 sheep goats and 1500 buffaloes).

(26) Mr. G. Ramaswamy, Senior Advocate who has appeared for the Buffalo Traders Welfare Association submitted that as far buffaloes are concerned, the capacity be increased from 500 to 2500. He submitted that buffalomeat has been fetching very valuable foreign exchange to the country. Mr. Ramaswamy also submitted that his Association is prepared to co-operate, with the Municipal Corporation in carrying out necessary improvements in the functioning of the slaughter house. Mr. Ramaswamy also submitted that if necessary, the association would be willing to financially help the Mcd for carrying out the improvements.

(27) Mr. Ramaswamy referred to the Constitution Bench Judgment of the Supreme Court, Abdul Hakim Quraishi and others vs. State, of Bihar and others, and on that basis, he submitted that members of the Association have fundamental right to carry on the trade.

(28) Dr. A.M. Singhvi who appeared for Akhil Bhartiya Krishi Goseva Sangh submitted that while taking into consideration the totality of the facts and circumstances the Abettoir must be closed forthwith and in no case the court should increase the number of animals already permitted to be slaughtered. He referred to the judgment of the earlier Division Bench and pointed out that the Municipal Corporation of Delhi is under no obligation to provide a slaughter house for export. This slaughter house has been set up for the domestic need of the residents and not for export, He submitted that unless changes suggested by this court are implemented in toto, it is not possible to increase the number.

(29) Dr. Singhvi submitted that animals are brought from Rajasthan, Uttar Pradesh, Madhya Pradesh, Gujarat and Haryana to Delhi. Transporting these animals is a big problem apart from being very expensive. The directions indicated in the division Bench order which are based on the notification of the Mcd regarding transportation of the animals are not followed. According to the Said notification only four Buffaloes or 40 sheep goats can be transported in one truck. This rule is never adhered to as observed by the Chairman of the Expert Committee in his report. As a matter of fact each truck is fully loaded with animals packed to its capacity in clear contraventions of the directions of the High Court, and the animals are transported from long distances and on the way there is no facility even of drinking water for these animals. In these conditions animals are compelled to travel for hundred kilometers, which severely affects the quality of meat, particularly when after the arrival of these animals in the slaughter house, there is no lairage available for them. It is also submitted that most of the animals slaughtered here are brought from other States. Apart from the serious constraint of the area, there is acute water shortage, leading to environmental, (air and water) pollution. In these circumstances one fails to comprehend why the slaughter house at all be located in such a highly congested and densely populated area of Delhi. It would be in the interest of all concerned to have an abattoir near a place where a large number of animals are naturally located and long transportation can be avoided and adequate land and water are available and where there is no possibility of any pollution. This is particularly important in the light of the stand of the Delhi Government that the Delhi Government is not in a position to provide a new modernized abattoir in Delhi.

(30) Dr. Singhvi has read all the reports submitted to this Court including the report of the Chairman and dissent note sent by Dr. A. K. Chatterjee, Mr. H. A. B. Parpia and Mr. V. C. Behere. He has taken strong exception to the offensive language used in that note particularly against the Chairman. He submitted that the note is contentious in content, tenor, tone and substance. He also submitted that the report is derogatory, condescending, contentious interference with the administration of justice and hence, per se contempt of court. He had drawn our attention to a number of paras of the report, we have considered this submission of Dr. Singhvi. To say the least, the Committee ought to have maintained propriety and decency while submitting the dissent note. There can be honest difference of opinion but that should not lead to mud-slinging or character assassination. It is a privilege for anyone to serve on a committee appointed by Hon'ble the Supreme Court in a capacity of an expert. He is expected to adhere to the norms of decency and propriety. We do not think it appropriate to devote any more time on this objection taken by Dr. Singhvi. We would rather concentrate on the substance of the reports submitted to this Court by the Committee appointed by their Lordships of the Supreme Court.

(31) The illegal slaughtering has been a matter of Court concern for a long time. It has been a pre-existing reality. This has not started because of the restrictions placed by the judgment of this Court. He invited our attention to the main judgment in this case Maneka Gandhi Vs. Union Territory of Delhi 54(1994) Delhi Law Times 190(DB) (2). In that judgment the Court appointed three practicing lawyers as the Court commissioners after visiting the slaughter house, they submitted a comprehensive report. In the report it is mentioned that there is a large scale illegal slaughtering of animals at places other than the abattoir. In that judgment it is mentioned that the officials of the respondent conducted number of meat raids (32) In meat raids a number of carcasses

were destroyed and huge compounding fee was collected. In the year 1991 it was 1,84,750 in 1991-92 it was 245,050 and in the year 1992-93 it was 2,40,50. The Court also observed that illegal slaughtering was taking place because the compounding fee imposed by the M. C. D. was so marginal that the offender does not find it uneconomical in continuing illegal slaughtering keeping in view the cost of transportation and fees to be paid to the M. C. D. The submission was that illegal slaughtering has not started after the restriction on the number of animals to be slaughtered has been placed by the High Court.

(33) Dr. Singhvi submitted that though after the directions given by this Court, the Mcd has spent about 90 lakhs but that money has primarily been spent in repairing and the construction of the wall and renovating the existing structure of the buliding. But fundamentally nothing has been changed or can be changed because of the paucity of the area available with the MCD. According to him this problem cannot be solved unless a larger area in different location is available to the slaughter house. Because of the directions of this Court, there is greater cleanliness and hygiene in the various sections of the slaughter house which has resulted in better quality of meat. The ante mortem and post mortem examinations are carried out though they are not carried out strictly according to known parameters and procedure but certainly there is some improvement because the number of the animals slaughtered has been restricted by the Court. Dr. Singhvi also submitted that after disposal of the main writ petition, the review petitions were filed before this Court. By detailed reasoned judgment the Court indicated the reasons why the number of animals to be slaughtered cannot be increased and gave detailed reasons for the same. He has drawn our attention to those main issues and submitted that the situation and conditions have basically remained unchanged and unaltered because no fundamental improvements have been carried out. In most of those areas fundamental improvements are not really possible.

(34) He also invited our attention to the first issue that this Court discussed, which was regarding availability of area.

(35) Admittedly out of the total area of seven acres only five acres are available to the slaughter house. The respondents have made available 40 acres of land at Narela for a similar project to handle about 5900 small animals, sheep and goats, 900 large animals buffaloes and 200 pigs per day. Therefore, the total area of this slaughter house which is almost 118th of its she cannot be considered adequate to handle more than 2500 animals while maintaining minimum standard of hygiene and sanitation. If the area is hardly adequate for 2500 animals, then there is, of course no scope of augmenting or increasing the number By increasing the number there shall be much greater pressure on the existing available infrastructure and even the basic minimum hygiene and norms of sanitation would not be adhered to.

(36) The another issue which ought to be taken in to consideration while considering the suggestion of augmenting the number of animals to be slaughtered is traffic congestion. Admittedly the slaughter house is situated in the heart of a very busy commercial and residential area of Sadar Bazar. Mr. Mishra handed over a map of the location during the course of the arguments. According to that map there are schools on both sides of the slaughter house. More than 8,000 boys and girls are studying in these schools. There is a 10 feet gall between the schools and the slaughter house. It

is admittedly located in the most densely populated residential and commercial areas of Delhi. Passing and repassing on those roads is both difficult and time consuming because of very heavy traffic. All kinds of vehicles ply in that area. These animals are brought in trucks and even a few trucks, can dislocate the entire traffic there. It is submitted that even with the existing number, the traffic situation is bad enough and in case the number is increased, it would create insurmountable difficulty for the residents of the area.

(37) He submitted if the mandatory rules regarding transportation of animals is implemented no truck could be permitted to carry more than 4 buffaloes or 40 sheep goats. According to this ratio. 625 trucks would be required for carrying 2500 buffaloes and 237 trucks for carrying 9500 sheep goats. The total number of trucks would be $625+237 = 862$ trucks. One shudders to imagine if eight hundred and sixty two trucks are allowed to pass and repass every day in that area, which is already very congested, how badly would the residents be affected? Therefore, since traffic conditions have in fact gone from bad to the worse because of increase in the population, therefore, augmenting any number would lead to very serious problems for the residents of the area where the slaughter house is located.

(38) Then comes conditions pertaining to hygiene and sanitation. This Court while deciding the earlier petition has observed as under : The entire abattoir right from the main road onwards is an endless stretch of several inches thick of animal dung and urine. And the stink of animal waste is unbearably nauseating, which emanates from the prettification of urine, excreta, blood, entrails etc. The most unhygienic place in the abattoir are the buffalo, Halal and Jhatka Sections. The entire floor is full of waste discharged from the entrails and blood. The animals are slaughtered ruthlessly on this floor and they spend their last moments screaming and beating in the filth of the entrails and blood.

(39) The prevailing conditions to some extent have improved both because of the restrictions imposed by the Court and also because of the facilities and improvements carried out by the M.C.D. But the apprehension is that, in case the number is again increased the slaughter house would be facing the same problems of hygiene and sanitation which it had faced before the restriction by the Court was imposed, (40) Similarly in the drainage system of the slaughter house area there are some improvements carried out by the M.C.D. after the directions of this Court. It may be relevant to mention that new drainage system has not been installed by the Mcd, but they have only repaired and cleaned the drains. It is submitted that the present drainage system of the area is able to cope with, only because of the restrictions placed, but if the number is increased, again, the same problems and conditions would revive which existed prior to the judgment of this Court.

(41) Then comes ante mortem and post mortem examination. These are two very important tests and parameters to ensure hygienic and wholesome meat.

(42) Before slaughtering ante mortem examination is the most important stage where the animal has to be properly examined by the Veterinary Doctor to ascertain whether the meat of a particular animal fits for human consumption? Before the directions of this court were implemented virtually, there was no ante mortem examination. If there is no proper ante mortem examination, then the

possibility of slaughtering of diseased and infirm animals or animals suffering from communicable diseases cannot be ruled out.

(43) Similarly post mortem examination of the carcass is equally necessary and is conducted by checking the colour of the meat, texture of meat, lung patches (for T. B. worms) and liver patches (for flukes, worms) etc. (44) Accordingly to Dr. Singhvi, no space is available for lairage of animals. It is submitted by him that some ante mortem examination of animals has been made possible because of the imposition of restrictions in the number of animals permitted to be slaughtered by the Court. If the number is again augmented then again the total ante mortem and post mortem examination would be an eye wash which would eventually affect the quality of the meat supplied to the consumers.

(45) Then comes the air and water pollution. Then entire environment in and around the abattoir is totally polluted. The pollution both in water and air is much beyond the permissible limit. He referred to the report dated 3rd August, 1994 when the water sampling was carried out of the abattoir. According to that report, bio Chemical oxygen demand was 2825 mg. against the permissible limit of 250 mg. Similarly concentration of suspended solids should not exceed 600 mg. whereas it was found to be 1148 mg. Therefore, even with the reduced number, the level of pollution is not within the permissible para' meters and standards in that event if the number is increased, it would be totally disastrous. The Chairman in his report regarding pollution has indicated that Clause 10 of Annexure--I to Schedule Vi which lays down that all effluents discharged from various industries including slaughter house into surface waters shall conform to the Bod limit specified therein, namely, 30 mg l. For discharge of an effluent having Bod more than 30 mg l I the standards shall conform to those given above for other receiving bodies, namely, sewers, coastal waters and land for irrigation etc. Rule 3(3-A) lays down that notwithstanding anything contained in sub-rules (1) and (2) on and from 1st day of January, 1994 emission or discharge of environmental pollutants from the industries operations or processes shall not exceed the relevant parameters and standards specified in Schedule VI". Thus this rule is clearly mandatory and the parameters and the standards laid down in Schedule Vi have to be complied with by the concerned industry. It may be stated that as per report of Dr. Maudgal grab samples taken and analysed in 1987 by the Environment Ministry showed : Ph : 7.6 Bod : 5616 mg l Cod : 1470 mg l (46) Therefore, this unit viz. the abattoir at Idgah was given conditional clearance in 1989 by the Central Pollution Control Board for a period of one year. However, the effluent treatment plant was nowhere in sight even in January, 1995 despite notices being served under the Act and the judicial proceedings. He has placed on record a copy of notice dated 2nd January, 1989 issued by the Ministry of Environment and Forests, Government of India to the Municipal Corporation, Delhi in this connection. It inter alia reads as under:-

"WHEREAS slaughter house operations from your unit is causing health hazard and environment problems in nearby areas.

"WHEREAS analysis result of grab sample of effluent collected by the Central Board on 3-3-1987 showed very high values of Chemical Oxygen Demand (COD) and Bio-Chemical Oxygen Demand (BOD).

Whereas you were issued a show cause notice under Section 5 of the Act dated 1st May, 1987. . .".

(47) After slating the factual position, the notice concluded as under :--

"NOW, therefore in view of the above, the Central Government in exercise of the powers under Section 5 of the Act hereby modifies its directions dated 7-11-1988 and directs you as follows :-

(I) That you shall complete the effluent treatment facilities in the slaughter house on or before 31st December, 1990 and treat the effluents so as to meet the prescribed standards under the Act or any other law. In case you fail to do so you shall close the operations with effect from 1-1-1991 and the concerned authorities shall stop the supply of electricity, water and other facilities to your unit.

(II) That you shall submit half yearly reports to this Ministry the progress of the project.

In case the above directions are not complied forthwith, you are liable for prosecution under Section 150) of the Act."

(48) In these circumstances the slaughter-house cannot be permitted even to continue because of a very high level of Bod and COD. On the top of it, there is no effluent treatment plant. The counsel appearing for the Mcd and for the Government of Delhi categorically stated that it is not possible to set up the effluent treatment plant. In these circumstances, to increase the number of animals to be slaughtered would, be environmentally hazardous. The expert, Dr. Biswas pointed out in his report the activity of an abattoir generates a large quantum of solid wastes and effluents. The wastes containing high Bod load and suspended solids are discharged into the sewer without any treatment. Generally large quantum of effluents and solid waste containing high Bod are discharged into the sewer. Adequate water is not available even for the existing number of animals to be slaughtered and if the number is increased, it would further aggravate the problem of water and air pollution.

(49) Dr. A. M. Singhvi submitted that the present abattoir has outlived its usefulness and looking to all the factors, the said abattoir cannot continue in the place where it is located. He submitted that there is no place for lairage. According to the Bureau of Indian Standards, there has to be a lairage in the slaughter house. The necessity of lairage for animals has been highlighted by both the environment experts Dr. Maudgal and Dr. Biswas. Dr. Maudgal is Senior Adviser to the Ministry of Environment and Dr. Biswas is the Chairman of the Pollution Control Board. Animals are required to be given sufficient rest, fodder and water for approximately 24 hours before slaughtering in order to avoid glycogen depletion, which generally occurs during the transit, in the instant case, when animals are brought from far flung areas of Rajasthan, Madhya Pradesh, Haryana, Gujarat, it becomes all the more necessary. Dr. Maudgal has particularly stressed this point. Dr. Biswas also submitted that the total absence of lairage and proper facilities of ante mortem and post mortem examination of animals are glaring shortcomings in the existing conditions of the abattoir.

(50) The importance of lairage was highlighted by Dr. A. K. Chatterajee who was a Member of the Meat Industry Sectional Committee. A.FDC, and the standard laid down therein need to be adopted strictly by the abattoir. He pointed out that clause 5.1.1.4 lays down that adequate holding area shall

there is no possibility of adding or increasing the area. Admittedly, there is neither any adequate lairage space, nor any effluents treatment plant, or adequate supply of water which is absolutely a must for an abattoir. In these conditions, the abattoir ought not to continue at this place. The abattoir should be located at a place which is far away from the residential areas and where cattle are available and they do not have to be transported from long distances. where adequate land, water and other facilities are available. He further submitted that on examining the location of the abattoir from any angle, the present abattoir is not at all suitable. He submitted that when in Delhi we get almost all items of our need from outside, including, vegetables, fruits, fish, milk; etc. What is the difficulty in getting fresh, wholesome and hygienic meat from other places.

(55) Dr. Singhvi also submitted that there is no substance in the submission of the Learned counsel that the abattoir has to continue at his place for exporting of the meat. As far as export of meat is concerned, why cannot it be exported from other slaughter houses, particularly, from some of the new modern slaughter houses which have been set up where all the standards of hygiene, environment and health are taken into consideration. He pointed out that even after the substantial amount which has been spent by the M. C. D., conditions have still remained very appalling at the slaughter house. He has drawn attention to Annexure A to the report of Dr. Biswas, Chairman, Central Pollution Board. The said report is set out as under:-- Idgah Slaughter House Waste Water Characteristics Date of Sampling : August 3, 1994 Sampling : Composite Duration of Sampling: 5.00 a.m. to 11.30 a.m. (one shift) Parameter Concentration in Standards for mg./l, except Ph discharge into sewer Concentration not to exceed in nig I. except pH pH 6.73 5.5- 9.0 Suspended Solids 1148 600 Chemical Oxygen Demand . . 5261 Bio-Chemical Oxygen Demand 2825 350 (5 days at 20 degree C) Total Dissolved Solids . 3045 Phosphates (as P) . . . 13 Total Kjeldahl Nitrogen (as N) . 500 (56) This sample was taken on as late as 3rd August, 1994, after all the improvements were carried out by the M.C.D. According to the said annexure the concentration of Bio-Chemical oxygen demand should be in the vicinity of 350 mg whereas the same has been found to be 2825 mg at Idgah slaughter house. Similarly, concentration of suspended solids should not exceed 600 mg.. whereas it has been found to be 1148 mg at the Idgah abattoir.

(57) The Secretary of the Committee has made inspection and even according to his report, the conditions are not satisfactory' partly because the M.C.D. has not implemented the laws and directions given by this court and partly because of the limitations of the place, particularly, the available area and its location.

(58) On 2nd January, 1989, Ministry of Environment and Forests, Government of India issued notice to the Municipal Corporation of Delhi. According to the said notice, the operation of the slaughter house causing health hazard and environment problems in adjoining areas. The Ministry of Environment and Forests got analysis of grab sample of effluents collected and on the basis of the result of those samples, came to the conclusion that the slaughter house is creating pollution in the nearby area. The M.C.D. was directed to complete effluent treatment facilities on or before 31st December, 1990. The Municipal Corporation of Delhi was also directed to treat, the effluents so as to meet the prescribed standards under the Act or any other law. It was also indicated to the M.C.D. that in case the M.C.D. fails to install the requisite treatment plant then it shall close the operations with effect from 1st January, 1991.. Such a serious view was taken about the prevailing conditions at

the slaughter house.

(59) It is submitted that despite this notice, the effluents treatment plant, is nowhere in sight even in 1995. He also submitted that the Master Plan for the year 2001 has listed the abattoir as a hazardous and obnoxious industry and the abattoir is located in clear contravention of the provisions of the Delhi Master Plan.

(60) Mr. Adarsh Goel appearing for the Government of Delhi has referred to the affidavit filed by Mr. P. V. Jaikrishnan, Principal Secretary, Urban Development, Delhi Government. He submitted that in pursuance of the directions of this Court a general decision was taken by the Cabinet of the Delhi Government to help those who have been rendered jobless because of the restrictions imposed by the Court's order. He submitted that the Delhi Government has decided to make every effort to rehabilitate them. The details of the rehabilitation scheme shall be worked out after the exact number of persons who have been rendered jobless and who need help of the Government are known. The Government shall make its serious endeavor to rehabilitate them.

(61) In the affidavit, Mr. Jaikrishnan mentioned that since nobody has approached the Government and Justice Jain Committee, so far, therefore, they could not be rehabilitated till this date. He also submitted that alternative offers for rehabilitation were also made by some socio-religious organisations, but the same were not availed if. The presumption is that those affected, have taken to self-employment in the allied activities either in slaughtering shops outside Delhi or in shops such as poultry, fish, animal husbandry, etc. (62) He also submitted that as a follow up of the judgment of this court, illegal slaughtering was stopped and to regulate the same, licenses were introduced. Applications were invited from those interested and this was given a wide publicity. 4000 persons applied for the licenses and all of them were given licenses. He submitted, that a slaughter house at Narela could not be materialised because the Delhi Pollution Control Board has refused to give the no objection certificate. The other reason was that the butchers also refused to shift there, and of course there has been resistance from the local population of Narela.

(63) Mr. Jaikrishnan has stated in para 4 of his affidavit that every effort is being made to ensure adequate meat supply for the residents of Delhi. He admitted that lairaging is not being done on account of non-availability of space though ante mortem and post mortem examination is being done. He also submitted that meat is not a controlled item and the same can be brought from other states in adequate quantity to Delhi, looking to its demand. "Therefore, as far as the problem of adequate supply of wholesome and hygienic meat is concerned, there is no problem. Looking to its needs, meat is brought to Delhi for a long time. He submitted that there are basic limitations of this slaughter house (available area and its location) therefore, even with best of our efforts even the minimum standards of hygiene, sanitation and environment cannot be achieved.

(64) Mr. M. C. Mehta appearing for the writ petitioner Mrs. Maneka Gandhi submitted that the present slaughter house is functioning in total contravention of all laws and rules. This slaughter house is also creating a big problem for health, hygiene and pollution for the people of Delhi, the conditions prevalent at the slaughterhouse are still far from satisfactory. He referred to the affidavit of Mr. Chander Prakash, Environment Engineer, Delhi Pollution Control Committee, Department

of Environment, Delhi Administration filed in the main petition, and drew the attention, that the effluents treatment plant to treat the trade effluents being generated at the Idgah slaughter house has not been installed. The trade effluents having Bod as high as 12750 mg. per litre as against the permissible limit of 100 mg. per litre Chemical Oxygen Demand is as high as 28810 mg. per litre (permissible limit has not been specified and oil and grease as high as 137mg.per litre as against the permissible limit of 10 mg. per is generated from the said slaughter house and can cause anaerobic conditions. He also referred to notice which has been sent by the Ministry of Environment and Forest under Section 5 of the Environment Protection Act, 1986 for closure of the slaughter house w.e.f. 1-1-1991 in case the slaughter house failed to install suitable effluents treatment plant. Till this date, no effluents treatment plant has been installed. Therefore, the slaughter house is functioning illegally and it has to be stopped forthwith, He referred to Section 21 of the Air Pollution Act and submitted that there is clear violation of this Act in functioning of the said slaughter house. Section 21 of the Act reads as under :-

"21Restrictions on use of certain industrial plants.-

(1) Subject to the provisions of this section, no person shall, without the previous consent of the State Board, establish or operate any industrial plant in an air pollution control area', Provided that a person, operating any industrial in any air pollution control area immediately before the commencement of Section 9 of the Air (Prevention and Control of Pollution) Amendment Act, 1987. for which no consent was necessary prior to such commencement, may continue to do so for a period of three months from such commencement or, if he has made an application for such consent within the said period of three months, till the disposal of such application.

(2) An application for consent of the State Board under sub-section (1) shall be accompanied by such fees as may be prescribed and shall be made in the prescribed form and shall contain the particulars of the industrial plant and such other particulars as may be prescribed', provided that where any person, immediately before the "declaration of any area as an air pollution control area. operates in such area any industrial plant such person shall make the application under this sub-section within such period (being not less than three months from the date of such declaration) as may be prescribed and where such person makes such application. he shall be deemed to be operating such industrial plant with the consent of the State Board until the consent applied for has been refused.

(3) The State Board may make such inquiry as it may deem fit in respect of the application for consent referred to in sub-section (1) and in making any such inquiry, shall follow such procedure as may be described.

(4) Within a period of three months after the receipt of the application for consent referred to in sub-section (1) the State Board shall, by order in writing and for reasons to be recorded in the order, grant the consent applied for subject to such conditions and for such period as may be specified in the order, or refuse such consent; Provided that it shall be open to the State Board to cancel such consent before the expiry of the period for which it is granted or refuse further consent after such expiry if the conditions subject to which such consent has been granted are not fulfilled. Provided further that before cancelling a consent or refusing a further consent under the first proviso a

reasonable opportunity of being heard shall be given to the person concerned.

(5) Every person to whom consent has been granted by the State Board under sub-section (4) shall comply with the following conditions, namely :-

(I) the control equipment of such specification as the State Board may approved in this behalf shall be installed and operated in their premises where the industry is carried on or proposed to be carried on;

(II) the existing control equipment, if any, shall be altered or replaced in accordance with the directions of the State Board.

(III) the control equipment referred to in clause (i) or clause (ii) shall be kept at all times in good running condition.

(IV) chimney, wherever necessary, of such specifications as the State Board may approve in this behalf shall be erected or re-erected in such premises;

(V) such other conditions as the State Board may specify in this behalf; and (VI) the conditions referred to in clauses (i), (ii) and (iv) shall be complied with within such period as the State Board may specify in this behalf;

Provided that in the case of a person operating any industrial plant in an air pollution control area immediately before the date of declaration of such area as an air pollution control area, the period so specified shall not be less than six months: Provided further that-

(A) after the installation of any control equipment in accordance with the specifications under clause (i), or (B) after the alteration or replacement of any control equipment in accordance with the directions of the State Board under clause (ii), or (C) after the erection or re-erection of any chimney under clause (iv), no control equipment or chimney shall be altered or replaced or, as the case may be, erected or re-erected except with the previous approval of the State Board.

(6) If due to any technological improvement or otherwise the State Board is of opinion that all or any of the conditions referred to in sub-section (5) require or requires variation (including the change of any control equipment, either in whole or in part), the State Board shall, after giving the person to whom consent has been granted an opportunity of being heard. Very all or any of such conditions and the thereupon such person shall be bound to comply with the conditions as so varied.

(7) Where a person to whom consent has been granted by the State Board under sub-section (4) transfers his interest in the industry to any other person, such consent shall be deemed to have been granted to such person and he shall be bound to comply with all the conditions subject to which it w"

(65) The requisite consent which is imperative has not been taken since 1987. The M.C.D. is running the slaughter house in total violation of Section 15 of the Environment Protection Act. Section 15 reads as under:- "15. Penalty for contravention of the provisions of the Act and the rules, orders and directions.- (1) whoever fails to comply with or contravenes any of the provisions of this Act, or the rules made or orders or directions issued thereunder, shall in respect of each such failure or contravention, be punishable with imprisonment for a term which may extend to 5 years or with fine which may extend to one lakh rupees, or with both and in case the failure or contravention continues, with additional fine which may extend to five thousand rupees for every day during which such failure or contravention continues after the conviction for the first such failure or contravention. (2) If the failure or contravention referred to in subsection (1) continues beyond a period of one year after the date of conviction, the offender shall be punishable with imprisonment for a term which may extend to seven years."

(66) Mr. Mehta submitted how can the public undertaking of authority be permitted to violate the laws and rules with such impunity? Mr. Mehta referred to Section 42 of the M.C.D. Act which "shows that the M.C.D. has to carry on activities lawfully only. In view of this, how is the M.C.D. permitted to carry on this slaughter house in total contravention of all rules, norms and laws. He submitted that out of the total 2265 million litres of water per day, only 1065 million litres is treated by the M.C.D. and remaining 1200 million litres of untreated water joins river Yamuna every day. He referred that because of this, there are cases of cholera gastroenteritis, diarrhoea off and on. He referred to large number of newspaper cuttings.

(67) He referred to Section 215 of the Delhi Municipal Corporation Act, which reads :

(68) According to that, it is the obligation of the Municipal Corporation to provide

"21. Certain matters not to be passed into municipal drains.- (1) No person shall through

(A) any matter likely to injure the drain or to interfere with the free flow of its course

(B) any chemical, refuse or waste steam, or any liquid of a temperature higher than that

(C) any dangerous petroleum. (2) In this section the expression "dangerous petroleum" means

(69) According to that section anything cannot be drained down the way as is being done

(70) Mr. Mehta referred to the inspection report submitted by the Secretary or the Idgah abattoir on 23-1-1994. This inspection was carried out after all the improvements have been made by like the M.C.D. it was observed by the Secretary that right from the entry gate to the other end of the Idgah, the area was full of goats and sheep with no space to walk. Enquiry from the traders present there revealed that the number of goats and sheep at that time in the premises of the so called persons workers, traders who were present along with the animals was in the order of around 12000 to 15000. The number of persons workers, traders who were present along with the animals was itself of the order of thick paste of urine dung and other dropping of the animals though there was no rain on that day, the scene presented a truck of the Corporation being jammed in the market itself and it has no place

to move further, There were three wheeler scooters, tampoos in the same crowd where carcasses were being loared. A number of butchers stated that the proposed wall to separate the road inside the slaughter house and the marketing place would lead to extreme, suffocation and difficulties. Along with the report, number a worker carrying a carcass of a Buffalo on his head in upon for loading it on ground road which is full of fifty material. The picture also shows that the carcass is not covered and its carried in public view. Picture 9 show a shall girl pulling a cycle rickshaw carrying carasses.

(71) The Secretary has observed that after inspection of the animal market he entered the slaughtering sections. The first things to catch the eye was the presence of large number of young children involved in the slaughtering progrees. The Secretary found the children present even in the buffalo section. The Secretary also observed that the doctors present there explained their difficulties in carrying out detailed antemortem examination of the were three wheeler scootk-is, tampoos in the same crowd" where animals as there was no lairage space and cattle crush to contain the animal before ante mortem examination. They stated that ante mortem examination was for the name sake. Similar difficulties Were expressed in respect of post mortem examination as there was no post mortem room as well as laboratory facilities and sufficient time allowed for the purpose.

(72) Mr. Mehta also pointed out that part of the report where the observations Of the Principals of four schools were mentioned when the Secretary of the Committee had gone and met them. All "the four principals mentioned that there was stinking smell in class rooms, and laboratories. They were vomiting by children ren and the teachers. The Principals also mentioned to the Secretary that' number Of posts of teachers remained vacant as teachers are reluctant to join the school because of Slaughter House smell and sight of killed animals. It was also stated that even the Inspectors of School do not come for the sine reason. Beatings and cries of animals psychologically-affect the attention and mind of the young children. They also stated-that the problem becomes acute 'on Wednesday because there is no cleaning on Tuesdays, when slaughtering does take place. The rainy season also aggravates the smell. It was also pointed out that large number of animals brought on the main road cause traffic jams preventing children to cross the road and also expose them to accidents. It is also mentioned 'in the-report that all the four Principals stated that for 'the last few days there has been some relief because number of animals to be slaughtered have been restricted by the order of the Court.

(73) The Secretary mentioned that on return to the Police Station, after inspection at 1.2.30 P.M. he found apiece of meat on the bonnet of the Car parked in the Police Station. This was apparently dropped by a bird. This corroborates the complaint of nearby schools.

(74) While summarizing the arguments, Mr. Mehta submitted that the slaughter house at the place where it is located has totally outlived its utility and this slaughter house cannot be permitted to continue and it must be closed forthwith.

(75) Dr. Singhvi submitted that on the short ground of noncompliance of the requisite standard of pollution, the slaughter house ought to be closed. As a matter of fact, in August, 1987, he abattoir at the Idgah was given conditional clearance by the Central Pollution Control Board for one year.

However, effluents treatment plant was not installed and till date, it has not been installed. Therefore, this abattoir which is causing health and environment problem is liable to be closed down. Here referred to the large number of judgments of the Supreme Court where the Hon'ble Supreme Court has closed down hundreds of industries only on this short ground. He referred to the judgment of the Supreme Court in Writ petition no. 3727 83, M. C.Mehta vs. Union of India dated 19-2-1993(3). In this case, the Court observed "We direct these industries to set up right type of effluent treatment plant by May 15, 1993.

(76) Such treatment plant, if are not set up by that date by these industries, they shall be closed forthwith."

(77) In another matter, M. C. Mehta vs. Union of India on 23-7-1993 (4) their Lordships of the:Supreme Court, observed, "Group-IV contains the additional list of industries who have not installed the right type of effluents treatment plant inspite of opportunity given by the Board. The effluent treatment plant has not been installed, we direct the closure of these 25 industries with immediate effect. A large compilation has been 'submitted in which hundreds of industries have been closed down. These orders have primarily been passed in the case of industries which are creating pollution for Taj Mahal and river Ganga. .The Court also closed down hundreds of distilleries and tanneries. He submitted that when thousands of those industries have been closed down and in each case the question of-rehabilitation of workers and employees was involved, then why similar orders should not be passed in the instant case where the slaughter house is carrying on obnoxious and hazardous activities. He submitted that the current operation of the abattoir at its present location constitutes violation of the Master plan which is a law under the Delhi Development Act. Advertising to the problem of unemployment, he submitted that consequences .should not govern the ad indication. He submitted that actual number of butchers involved in the operational work would be around SCO-but in- anyvent.]the number cannot exceed 800 to '1000. The-Government should consider offering them alternative unemployment and even short term loan to carry on some trade or business other principle which has been mentioned are mig -who are directly or indirectly dependent Or. trade Singhvi also submitted that Municipal Corporation of Delhi has no obligation as far as export of meat is concerned. Foreign exchange earning cannot be at the cost of life and health of millions of people, from this slaughter house and particularly when large number of other modern slaughter houses are .available in the country where meat is prepared under more hygienic conditions. The export can be done from those slaughter houses Therefore in the name of export or foreign exchange earnings the illegal activity cannot be permitted to continue.

(78) Mr. Manmohan appearing ofr Aped a submitted that closure of the slaughter house would be beyond the terms of the reference. He submitted that 50 crores of valuable foreign exchange is earned from this slaughter house and unless the number is augmented. this valuable foreign exchange is being lost. He also submitted that either the M.C.D should provide a slaughter house where slaughtering can be carried out for export or they must grant permission t provide individuals to run this slaughter hhouse. To that extent they must almond their bye-law.

(79) Mr. Mishra submitted that because of the restriction imposed the residents of Delhi are getting meat from nearby areas like Faridabad and Ghaziabad. The quality of meat from those places is even

worse than the one provided by this slaughter house. He submitted that the area where the abattoir is located is not congested because of the abattoir only, but it is congested because it is a busy commercial and residential area. He submitted that now computerised meat analysis are available and it must be installed to regulate the quality of meat. Lastly, he submitted that in case an increase in number is not possible, in that even, private slaughtering be permitted.

(80) Ms. Madhu Tewatia Learned counsel for the M.C.D has caregorically stead on instructions that in case minimum hygienic and sanitation is to be maintained in that event the number of animals permitted to be slaughtered should not be increased. The Municipal Corporation of Delhi is able to maintain basic standard of hygiene, sanitation and environment pollution because the number of animals permitted to be slaughtered has been fixed to 2500. It would not be possible for them to maintain this if the number is increased. Ms. Tewatia also submitted that pursuant to the judgment of this Court the number of animals slaughtered at Idgah slaughter house has been limited and pursuant to certain directions there is considerable improvement in the hygiene, health and sanitation resulting in good quality of meat for the population of Delhi at large.

(81) She further submitted that in order to ensure good quality meat, the M.C.D is meticulously implementing the directions issued by this court inas much as meat samples of different Sections (halal, jhatka buffalo) of the slaughter house are being sent at an internal of one week to Government Veterinary hospital, Moti Bagh, New Delhi for testing the quality of meat.

(82) Record received from the laboratory of the said hospital have been by and large positive. This indicates that the quality of meat has improved. During the course of her submission. She was directed to file an affidavit in respect of her submissions and on our directions an affidavit of Dr. S.S. Srivastava, Manger, Idgah slaughter house was filed. She has further submitted that the M.C.D has taken effective measures to curb the menance of illegal slaughteing. The M.C.D has 12 zones and one veterinary doctor in each zone has been provided to check illegal slaughtering and 14 checking squads have been set up to check this menace. She further submitted that on the request of the Government of India., two plans of the Government of Hungary were recived. One was to modernise the exiting slaughter house and another was of an alternative modern slaughter house i larger areas. The other plan for setting up an alternative slaughter house is under consideration.

(83) Ms. Tewatia submitted that the present storage capacity of water as avialable in the slaughter house is 3.15 lakhs litres against the requirement of 5 lakh litres for properly carrying out the slaughtering activity of 2500 animals. She submitted that during the summer seasons, the supply of water is usually inadequate but they would make earnest efforts to maintain the existing supply of water. She submitted that a large number of reports received rom the assistant. Director, Animals Hubandrry, Delhi Aministration, Veterinary Hospital, Moti Bagh. pertain to the quality of meat which has been sent from time to tie. By and large, these reports indicate that the quality of the meat is satisfatroy.

(84) Ms. Tewatia on instructions categorically submitted that it is not possible to run the slaughter house in two shifts.

(85) Shri S.N.Marwaha, Senior Advocate appearing for petitioners in C.W.P. No. 158 of 1991. vehemently argued and pleaded for closure of the slaughter house. He submitted that because of the tremendous pollutions traffic congestion. this illegal activity has to be closed forthwith. This slaughter house is affecting lives of millions of residents of Delhi and life of the millions of residents of Delhi is far more precious than the likelihood of sime. He submitted that this slaughter house is not in conformity wiht the Master Plan of Delhi. Mr. Marwaha also submitted that the Supreme Court in the case of M.C.Mehta vs. Union of India reported in 1992 (4) S.C. 46(5) directed closure of large number of mechanical stone crushers throughout. Delhi which were operating in residential licalities, holding that the existence of such an industrial activity is polluting the are, water and land to such an extent that it becomes a health hazard for the residents of the area. With that order of the Supreme Court. lakhs of persons engaged in the trade were affected and it resulted in their unemplovemtn. He submitted that during partition of India, more than 50 lakhs people had migrated from the portion now in Pakistan to India and yet they got themselves settled with their own either and with some help of the government. Therefore, the consequence of closure would lead to unemployment of some people cannot be a ground to carry on the illegal activity.

(86) In pursuance of the committee set up by their lordships of the Supreme Court, report of Justice J. D. Jain dated 22-9-1994 and supplementary report dated 8-11-94 have been received.. Similarly, a report (joint note of disseat) from the three members, namely, Mr. A. K. Chatterjee, Mr. H. A B. Parpia, Mr. V. C. Behere, has been received. Report of Dr D. K. Biswas, Chairman and Dr. S. Maudgal has also been received and note from Shri D. K. Ghhablani, Chief Engineer, M. C. D. has also been received. There is no general concensus or unanimity among the experts. Therefore, each report has to be properly analysed and scrutinized Some experts have suggested that the number should be increased. Another expert has suggested that it should not be increased and Dr. Maudgal mentioned that number of animals be; reduced to 1000. They have given their own reasoning in support of their contentions. He submitted that he inspected the abattoir on 13-4-1994 along with the Secretary of the Committee. He submitted that three schools exist there, two are adjoining the slaughter house itself, and one Senior Secondary School for girls is on the other side of the abattoir,. He noticed that facilities and arrangement of ante mortem examination of animals meant for slaughtering were virtually non-existent and he was informed on enquiry that only cursory visual examination on goats and sheep was conducted while they were being taken to the slaughtering hall. He mentioned that a meeting of the expert committee was convened on 7-6-1994. Three members, Dr. Parpia, Dr. Chatteriee and Mr. Behere submitted a letter dated 11th October, 1994 while expressing their profound concern on malfunctioning of the abattoir and pollution, problem. According to them. the pollution problem ran be improved. They conceded that the effluents treatment plant cannot be established in the slaughter house as there is no space available in it. According to them. every effort must be made to minimise the release of slaughter house waste especially solid to get the slaughter house laterally cleaned. They are of the view that improved methods of waste utilization and disposal are possible such as blood collection coagulation for economical use end this practise must be introduced without delay.

(87) They suggested that blood collection facilities need to be improved and it s (88) According to them, Jhatka slaughter house is relatively a clean place ana to a large extent meets the Bureau of Indian Standards whereas halal slaughter house needs Several improvements so as to increase the

capacity of slaughtering in this section. According to them, the capacity can be increased to 8000 to 9000 animals per day per 6 hours shift, subject to availability of adequate water which should not be the problem. According to them, 4000 animals may be handled for domestic consumption in the first shift, and 3000 for export in the second shift, with adequate time between the two shifts for thorough cleaning. Similar views have been expressed for increasing the slaughtering of buffaloes and there is available capacity for handling up to 2500 buffaloes. That would mean 500 for local consumption and 2000 for exports. According to him, although 90 lakhs have been spent on improvement but still there is a need to spend as much more immediately on further improvements.

(89) According to them, the pollution problem can be improved substantially if proper facilities for collection of blood are made available, use of more potable water, pressure nozzles to clear the carcasses and installing water taps and drainage channels to prevent the solid waste from choking them. The experts have also mentioned that the present Idgah slaughter house has outlived its usefulness socially, economically and environmentally unless it can be substantially upgraded.

(90) Dr. D. K. Chhablani, Chief Engineer, Mcd has provided a clear picture of the dismal working of the present slaughter house and stated that the present slaughter house has outlived its utility and cannot bear the tremendous pressure of meat required by the city when its population has increased 20 times. There is overcrowding in the slaughter house due to lack of space and infrastructure. He submits that the slaughter house at the present site is a health hazard and a source of causing nuisance to the neighborhood. According to him, 3600 animals in halal section and 900 in jhatka section and 1200 buffaloes can be slaughtered in one shift. According to Mr. Chhablani, it requires 15 minutes per animal for examination, and so additional veterinary doctors will have to be recruited in case post mortem examination is to be conducted and for that, laboratory facility is required, which was not there.

(91) Mr. Chhablani stressed that lairage will not be possible cause animals are to be kept in lairage for 12 hours at least before slaughtering and there is no place for lair aping of animals of second shift before slaughtering. Dr. Maudgal' has explained that a pre-requisite to avoid glycogen depletion is to give sufficient rest, fodder and water to the animals for at least 24 hours before slaughtering. This is all the more essential in case of Idgah slaughter house, where the animals are earned over long distances from Haryana, U.P., Rajasthan, even Gujarat, During his random visit, Dr. Mandgal noted that there is no water available except in few trough out of 7 or 8 provided for watering the buffaloes. Even with the reduced number, the slaughter house can be operated only after unstaling necessary effluent treatment facilities. According to him, ante mortem health inspection presently at the abattoir is mere formality. He also mentioned that inspection on random basis revealed that there were no facilities for ante mortem or post mortem of animals. He also submitted that despite court's directions children could be seen in the slaughter house.

(92) Dr. Maudgal further pointed out that river Yamnia is both a source of surface water as well as receptor of effluent from Delhi.

(93) He submitted that the ministry of Environment under Section 5 of the Act gave notice to the slaughter house in the year 1987 and directed that it could conditionally run for one year subject to

installing of effluent treatment plant. The same has not been installed. The Master Plan for the year 2001 has listed abattoirs as "Hazardous and abnoxious industries". In a bid to decongest Delhi and improve the living environment, the Master Plan also seeks relocation of highly polluting units to the satellite towns outside Delhi, Sim farly, Shri D.K. Biswns, Chariman, Central Pollution Control Board has observed that, "From the viewpoints of hygiene, sanitation and environmental requirements. the existing conditions of the abattoir are far from satisfactroy. The abattoir was established in 1914 when the total population of Delhi was only around 0.5 million and the site was not surrounded by sprawinting human settlemetns. Over the years, the demand for meat has increased manifold for which the available infrastructure in the abattoir is grossly inadequate, The abattoir is now virnally6 sandwiched by human settlements and additional facilities in the present site. According to Dr. Mandgal lairage and facilities for ante mortem and post mortem are absolutely imperative which are not available at the Idgah slaughter house. No proper facilities are avialable, therefore, along with effluents treatments plants and lack and shortage of water, the number must be reduced from 2500 t 1000. Dr. Maugal is off the view that lairage of r 24 hours before slaughtering is imperative in order to avoid glycogen depletion which generally occurs doing transit. The requirement has been laid down by the Bureau of India Standard in a booklet "Indian published the Meat Industry Section Committee has been approved by the agricultural and food product division council. Dr. A. K. Chatterjee was the member of the Meat Industry Sectional Committee AFDC. Thus having regard to his eminence and expertise in this branch, "I have no reason to say that the standard laid down therein should not be .adopted and strictly adhered to in the instant abattoir. Clause 5.12 deals with lairages and states "The lairage shall be adequate in size for the number of animals to be laired. The space provided in pens shall not be less than 2.8 metres per large animal and 1.6 mtrs per small animal. The animals shall be kept separate depending upon their type and class. The lairage shall be constructed as to protect the animals from heat cold and rain. The lairage shall have adequate facility for watering and ante mortem inspection as given in standard 5.1.1.1 to 5.1.1.4".

(94) Clause 4 deals with lay out plan of the abattoir. The abattoir .shall have the following essential facilities : (A) Resting place for animals before the slaughter house (b) Adequate facilities for ante mortem inspection; (g) Inspection of meat and disposal of meat unfit for human consumption: and (h) Laboratory.

(95) According to three other members, who had given the dissent. note, it is not necessary to have lairage space. They say that less than 1 per cent of the 3600 approved municipal slaughter houses have lairages for animals. It is only important for modern slaughter houses in western countries because carcasses are chilled overnight. Therefore, when hot and fresh carcasses are consumed in India, therefore, lairage is not important for the animals. Keeping animals in lairage for 24 hours is desirable but not essential for post-mortem examination of meat in India. The Chairman has disagreed with this view of the three members who had given the dissent note. He submitted that Bureau of Indian Standard was considering the requirement of an abattoir located in India and not the one located abroad. The most significant part is that Dr. Chatterjee was himself a party to it. However, there is not a whisper about there being no necessity of lairaging in tropical countries where hot meat is consumed in the B.I.S. Booklet or in the book "Comprehensive Industry document on Slaughter. House Meat and Sea Food Processing". So, this volte-face or their part in

the context of Abattoir at Idgah fails to carry conviction to a judicial mind especially when two environmentist at the highest levels of the Central Government emphasize the necessity for lairaging animals before they are slaughtered. Dr. Biswas has stated in unequivocal terms that operation without lairage facility is not desirable. According to B.I.S. standards the lairaging of animals is a must for ensuring a better quality of meat as flushing out of pathogenic micro-organisms and avoidance of glycogen depletion certainly affect the quality of meat. The other reason as stated earlier in detail that the abattoir does not meet the requirements of bioChemical oxygen demand and Chemical oxygen demand, as prescribed by the Central Pollution Board. Therefore, only on this ground, the abattoir is liable to be closed down. In any event, there is no possibility of augmenting the number. The ante mortem and post mortem examination are not mere formalities. They are absolutely imperative for hygienic and wholesome meat. Admittedly, there are no adequate facilities for ante mortem and post mortem examination at the slaughter house. .There is no laboratory. Regarding water supply, the total capacity is 3.15 lakh litres and during the summer season, the water is not available for human consumption and water taps go dry, and M.C.D.'s supplying water to the animals in preference to human beings is not possible and functioning of the abattoir is bound to be' interrupted seriously affected and remains lean and erratic during summer season. Therefore, in these circumstances, there is unanimous opinion that the only solution is the immediate closure of the abattoir. This has been indicated in the judgments of earlier two Division Benches dated 1-10-92 and 18-3-1994.

(96) Justice Jain gave directions that the M.C.D. must seriously make arrangement for lairaging the animals to be slaughtered and for that they must acquire 2 acres of land which have been encroached in the shape of hutments and they are paying damages to the DDA. He suggested that pollution control measure-, as suggested by the experts be implemented immediately :

(1)Facility of pressurised water supply at the various tap points with high efficient spray nozzles of washing of carcasses, evisceration lines and cleaning up hoses should be provided.

(2)Facility for blood collection should be provided so as to reduce the pollution load in waste water.

(3)Stomach, intestine, dung and such other bio-degradable solid wastes should be collected dry for safe disposal or composting as manure.

(4)Self cleaning type screening system and oil and grease traps should be provided prior to discharge into sewers, (5)For control of suspended solids, as per sewer standards, treatment units (sedimentation, floatation etc.) need to be provided.

(6)To meet the standards for discharge of effluents into the sewers, it is also necessary to have a biological treatment plant.

(7)Walls should be constructed, if not already constructed, as barriers to keep live animals from seeing those being slaughtered in Halal Slaughter Section as has been done in the case of Jhatka Section.

(8)The butchers be directed to ensure that 100% of the blood and other available organs such as endocrine glands, separable fats etc. are collected. Those of the butchers who do not abide by such a condition should be prevented from entering the slaughter house as they will simply undo what is sought to be done.

(9)A separate channel for flow of blood should be constructed in each section immediately and other wastes in the form of dung, urine, excreta of goats and sheep and solid wastes, for instance, entrails, offal etc. be prevented from flowing into that channel.

(10)Special Trolleys and wheel barrows should be provided to remove the carcasses etc. from there and clotted blood should not be allowed to fall on the ground but collected in wheel barrows and taken out of the slaughter house as solid waste for disposal or other economic use.

(11)Specific directions were issued to the butchers and meat dealers etc. that they would bring only 3000 goats and sheep and 750 buffaloes per day to the marketing area on the Mundewalan Road for sale and purchase. However, it is reported that this direction given by the Committee is not being complied with and animals numbering between 8,000 to 10,000 are being brought to the market for sale and purchase not only for slaughtering purposes at the abattoir but also for illegal slaughtering and export to outside Delhi. The Municipal authorities shall enforce the directions issued by the Committee strictly.

(12)Increase in illegal slaughtering of animals is posing formidable law and order problem besides thwarting all efforts to ensure supply of healthy and clean meat at the abattoir. So this 'illegal practice must be curbed by the Municipal authorities along with the local police. The High Court may issue necessary directions to the Commissioner of Police Delhi and other law enforcing agencies at considerable length.

(13)One of the directions of the Hon'ble High Court in its judgment dated 18th March, 1994 was that children below the age of 18 years shall not be allowed to work in the slaughter house. Efforts were made to enforce False directions strictly but it has been noticed that the children of the butchers and meat workers are still allowed to work as helpers etc. The High Court it consider it appropriate to issue strict instruction not to employ children below 18 years in the a' oir.

(14)The directions of ' the High Court that licenses be issued to. s butchers by the Municipal Corporation of Delhi appears to have been duly complied with as there is no longer any such complaint. It was done despite lot of agitation by the butchers. However, strict directions may be issued that no person whether he is a butcher, a meat merchant or any other meat workers shall enter the slaughter house without the necessary license and entry of all other persons shall be prohibited.

(15)The Administrator. MCD. was directed vide my letter dated 26th May, 1994, to frame comprehensive byelaw rules for the smooth functioning of the slaughter house within three months as required by the High Court. However, the needful has not been done and a strict direction on this behalf is necessary.

(16) It was noticed by the Secretary on one of his random visits to the slaughter house on 20th June, 1994 that young male buffalo-calves in the age group of 1 to 5 years were being slaughtered in utter violation of the two judgments of the Supreme Court which lay down that the buffaloes below the age of 15 years should not be slaughtered and it is only thereafter when they are rendered useless that they should be killed.

(17) The direction of the Hon'ble High Court that the maximum number of animals allowed to be carried in open trucks must not exceed 40 goats sheeps or 4 buffaloes as specified by Notification No. F. 18(57-57) dated 21st September, 1968, issued by the Development Commissioner, Delhi Administration, must be complied with is not being complied with at all. I am of the view that the Municipal Staff is unable to enforce this condition and direction 'may have to be issued to the local police to ens that the aforesaid direction is complied with.

(18) Further directions may be issued as co:-,lered necessary by the experts from time to time.

(19) The upshot of the whole discussion is that the abattoir at Idgah Road has to be closed down and shifted to another place on the periphery I outskirts of Delhi or outside Delhi in an open space quite away from the human habitation. It is for the reasons:-

(i) The area meant for the abattoir at present is too small to accommodate an effluent treatment plant so as to control environmental pollution on account of location of the abattoir in a high density locality with schools abutting on the abattoir itself.

(II) There is no spa.ce for lairage and ante mortem and post mortem examination of the animals which are slaughtered.

(III) The Master Plan for Delhi, does not permit location of the slaughter house within the municipal limits of Delhi and the slaughter house has been declared an obnoxious industry.

(IV) There is no sufficient place for livestock market and the large number of animals which are brought to title existing market within the complex of the abattoir spill further and sometimes the adjoining roads are jampacked.

(V) There are proper arrangements as at present and the animal waste, including blood, excreta, entrails, offals and other organic solid waste are drained out through a public sewer which falls into river Yamuna causing high degree of pollution.

(VI) it will be better if an area of about 40 acres is acquired for locating a modern slaughter house on the lines of Deonar abattoir at Bombay because in my view the abattoir need not be mechanised one so as to render large scale unemployment of butchers and other meat workers. Sooner it is done the better it would be for all concerned. However, slaughtering of 2500 animals as already directed by the High Court may be allowed in the meanwhile but there is no ground or capacity to increase the number of animals to be slaughtered without wherewithal (97) For the aforesaid reasons, the Chairman Dr. Maudgal and Dr. Biswas have opined that the capacity cannot b3 increased.

(98) Three members of the committee have submitted a note of dissent also gave the short, medium and long term plan. Even according to the short term plan, number of animals slaughtered can be raised from 2500 to 4000 in one shift and 7000 in two shifts provided, (1) floor condition of existing slaughter house is improved, (2) drainage facility with suitable economic arrangement for disposal of solid material is made, (3) there is increase in water supply with special efforts of filling overhead tanks immediately after they get emptied.

(99) They also submitted in their note that the slaughter house operation and management has to be improved, by introducing hanging rails with hooks and for animals and carcasses as proposed in the report. Simultaneously, efforts should be made to create a reasonable size of resting place for animals. If all this is done, then in medium term, the number of animals can be raised up to 7000 small and 2500 large animals in two shifts with proper monitoring and management. For long term measure, the MCD, the Dda, the State Government of Delhi and other concerned government and departments to provide at least 68 acres of land for modern slaughter house. These members have given their suggestions for augmenting the number of animals slaughtered at the abattoir. It is admitted that the present slaughter house is located in the densely populated residential area. For that, the three member committee suggested that it is easier to shift the population which has encroached upon the present area of land originally belonging to the slaughter house. This suggestion is wholly impractical. In the said report, it is mentioned, "the expert committee feels that the present Idgah abattoir has outlived its usefulness socially, economically and environmentally unless it can be substantially upgraded.

(100) The said committee opined that the slaughter house is now surrounded by human habitation and is located in the heart of the city.

(101) This committee has also opined that the operating conditions, from the point of view of meat hygiene and sanitation, leave much to be desired. It is also observed that the pollution problem is quite considerable at present even under the existing conditions, it can be significantly improved if it cannot be made ideal due to various reasons. It is also observed in this report that an effluent treatment plant cannot be established at the slaughter house as there is no place available for it.

(102) It is also mentioned that the pollution control status in the abattoir is far from satisfactory, the sanitation can be improved substantially by making arrangement for collecting blood from each animal in the slaughter house, improvement of waste disposal system, use of more potable water with pressure nozzles to clean carcasses and nozzle water seal traps in the drainage channels to prevent the soil waste choking them. The Bod and Cod contents of the sewage can be reduced considerably. In the report, they admit that water supply needs to be increased and additional water can be obtained by sinking additional bore wells, in the report, it is indicated that the Mcd has spent Rs. 90 lakhs on -improvement of hygiene, sanitation, increase in water supply and improvement of waste disposal facility. There is, however need to spend as much more immediately for further improvements It is also mentioned in the report that pollution cannot be fully neutralized in the existing conditions.

(103) As far as long term plan is concerned, this committee is also of the opinion that a modern, modernised slaughter house is the answer for requirement of a large city for providing hygienic wholesome and adequate meat. Their lordships of the Supreme Court had set up the Committee and asked the Committee to consider the conditions and additional facilities and infrastructure and services necessary to augment and increase in the number of animals for slaughtering at Idgah. While doing so, the court observed that availability of meal prepared under hygienic conditions, public interest are vita! concerns which have to be considered paramount. The court particularly gave emphasis on cleanliness, hygiene and pollution control. It is submitted that even this committee admits that pollution control status in the abattoir is far from satisfactory. Much is desired from the point of view of hygiene and sanitation. Environmentally, this slaughter house has outlived its utility. Admittedly, there is no adequate supply of water which of course the committee suggested could be augmented by boring; more wells. In view of the conclusions of this committee on health, hygiene, sanitation, environment. location, area and supply of water how can be number logically be augmented.

(104) Their Lordships of the Supreme Court wanted us to consider the feasibility of augmentation of the member while keeping hygiene, cleanliness, sanitation, environment in view. In other words, the meat eating population must be ensured of hygienic, clean and wholesome meat. There cannot be any compromise on the quality of meal which is made available to the meat eating population.

(105) Another member of the Committee, who submitted his note is the Chief Engineer, Mr. D. K. Chhablani. According to him, as a short term measure, total number of animals can be increased from 2000 sheeps and goats to 3500 and from 500 buffaloes to 560 buffaloes. In his note, he submitted that due to lack of space and infrastructure with modern equipment lot of insanitation, environment pollution and wastage of by-product take place.

(106) He also mentioned that the slaughter house at the present site is a health hazard and a source of causing nuisance to the neighborhood as it is located in the heart of the city.

(107) Ms. Tewatia, Learned counsel for the Corporation has categorically stated that any increase in number would not be possible even as a short term plan. She has filed an affidavit of the Manager of the slaughter house in support of her contentions. The stand taken by Mr. Chhablani is contrary to the stand taken by the Municipal Corporation.

(108) Dr. S. Maudgal has submitted his separate report. According to him, a pre-requisite to avoid depletion of glycogen is to give sufficient rest, fodder and water to the animals for at least 24 hours before slaughtering. This is all the more essential in case of the Idgah abattoir where the animals are carried over long distances from the neighbouring States. It is submitted that on an average, animals are carried over distances in excess to 400 to 500 kms. which keeps them in transit from 12 to 16 hours at least and each truck carries 250 sheeps goats which is against the notification issued by the respondents. According to him, lairage is absolutely necessary because it directly affects the quality of meat. He submitted that: the space is not enough even for 3750 animals which are presently allowed to be brought to permit selection of slaughtering of 2500 animals per day, because there is no place for resting. According to his report, no fodder is given to these animals. Regarding water

supply, he submits that though. the M.C.D. has created an installed capacity of 3.15 lakh liters of water which is 0.5 lakhs liters short of the recommendation of the Civil Procedure Code B. He submitted that distinction must be made between storage capacity created and actual supply of water. According to him, the slaughter house even with the reduced number can be operated only after installing all necessary effluent treatment facilities. According to him. there is no proper ante mortem facility available at the Idgah which, affects the quality of meat available to the consumer. According to him, at least 2.8 Sq. mtr. space for large and 0.68 sq. mtr. space is required for small animal. This ante mortem examination is not a mere formality but it is absolutely Imperative for ensuring good quality meat. He submitted that the slaughter house is hazardous from the point of view of water and air pollution and he has given detailed figures to substantiate his contention. He submitted that considering all the facts, the abattoir at its present location has outlived its utility and cannot fulfill its objective. In conclusion he says that the present abattoir does not conform which the present land use in Master Plan 2001. It can operate at the present location because of the constraint of space, absence of treatment facilities and non-conforming use of land. Operation of abattoir even at the reduced level of 2500 are violating Environment Protection Act, 1986, Prevention and Control of Water Pollution Act, 1974, National and International labour laws and laws regarding welfare of animals, thereby making it impossible for the abattoir to supply wholesome and nutritious meat.

(109) Despite an expenditure of Rs. 90 lakhs, conditions are still not satisfactory. They suggested that slaughtering operation at tile abattoir even at the reduced level of 2500 must be suspended immediately, for the interim period of six months, the Idgah abattoir may operate under strict vigilance for slaughtering not more than 1000 sheep goats only, and for long term measure, a modern abattoir with full facilities for treatment of effluents control of air pollution, collection of blood and other by-products disposal and recycling of solid wastes, etc. should be set up.

(110) Dr. D. K. Biswas, Chairman, Central Pollution Control Board has submitted his report and he also submits that from the point of view of hygiene, sanitation and environmental requirements, the existing conditions of the abattoir are far from satisfactory. The abattoir is now virtually sandwiched by human settlements and associated activities which have left no scope for extension and additional facilities in the present site. He also submits that there are no lairage, ante mortem and post mortem facilities available at the slaughter house. The activities in the abattoir generate a large quantum of solid and effluents. To treat this, there has to be an effluent treatment plant. 'In the absence of such facility for sanitation and pollution control, the activities in the slaughter house are not environmentally acceptable.

(111) He also submitted that regular availability of water is a limiting factor in the abattoir operation where water is required for various purposes including (prinking water for animals, washing floors and carcasses. He suggested a number of measures for pollution control, but indicated that there are three main inherent hygiene, health, environment or from the point of view of lairage, location of the present slaughter house, availability of water, no case is made out for increasing or augmenting the limit-of 2500 animals. limitations. Therefore, these measures cannot be implemented for want of: (1) Available area for lairage and. livestock market, (2) provisions for effluent treatment, and (3) water supply.

(112) In conclusion, he says that in the existing site, it is not possible to meet the requirements even for slaughtering of 2500 animals. Therefore, in chase circumstances, particularly when the present abattoir contravenes the Master Plan of Delhi, the only option is to shift the existing slaughter house and the livestock market to a suitable place outside the city limits and immediate action should be taken to start construction of mechanized slaughterhouse with facilities for meat requirements of internal and export market. The mechanized slaughter house should necessarily provide proper sanitation, hygienic condition and pollution control.

(113) After careful analysis of all the reports submitted by the members of the Committee, all experts have unanimously mentioned that for ensuring adequate hygienic and wholesome meat, there is urgent requirement of establishing a modern mechanised slaughter house which should meet all basic standards of hygiene, cleanliness, environment, etc. and should be able to provide adequate hygienic and wholesome meat. If all the reports are properly analysed, increase or augmentation is not possible while maintaining the basic standards of hygiene, cleanliness, environment, pollution, etc. Even the three members who have submitted 'dissent reports' have conceded that environmentally, this abattoir has outlived its utility. Much is desired from the point of hygiene and sanitation, pollution control status in the abattoir as far from satisfactory, water supply is not adequate.

(114) Even while making short term recommendations, they depend on additional water by sinking bore wells and also depend on large number of improvements which are required to be made at the slaughter house. According to them, lairage is not essential for a country like ours. The his standards are really formulated for Indian conditions. In fact, the Ministry of Agriculture, department of animal husbandry itself has adopted the his standard for compliance in all the slaughter house's in India and they issued the letter dated 23rd August, "1993 to this effect.

(115) Therefore, to say that the slaughter house run by the Municipal Corporation should not adhere to it would not be really proper and instified.

(116) While taking in totality all the facts and circumstances of the case, if we examine the entire matter in the light of either (117) Their Lordships of the Supreme Court were very catagone while giving directions the court has to take into consideration cleanliness, hygiene and pollution control. We have examined this problem from various facets. Without compromising on the minimum standard of cleanliness, hygiene, pollution control, the number cannot be increased.

(118) We are quite conscious of the fact that this number is hardly adequate even for the domestic consumption.

(119) As far as meat for domestic consumption is concerned, we fail to understand why as a purely temporary measure, the hygienic wholesome and fresh meat in adequate quantity cannot be brought from the slaughter houses where it is prepared under hygienic conditions, particularly when in Delhi, we are getting requirements of all daily needs like vegetables, fruits, fish, milk, from outside. Similarly, there should not be any problem in getting fresh hygienic, wholesome meat from other places. The State of Delhi is not a producer of sheep, goats or buffaloes. As a matter of fact, most of

these animals are brought from far flung States to Delhi which includes enormous cost of transportation of the animals and then problems of lairage, etc. arise. Why can't the slaughter house be set up where large number of animals are otherwise available and larger areas and adequate water supply and other facilities are available. The respondent must ensure that meat eating population is not put to any inconvenience and they must get fresh hygienic wholesome meat.

(120) The other related problem is regarding employee (121) Mr. Adarsh Goel, learned counsel appearing for the State of Delhi submitted that no applications were received by the State Government seeking alternative employment by all those who have been rendered jobless. No applications were received even by the Expert Committee under the Chairmanship of Justice Jain. Mr. Mishra submitted that he had sent representation on behalf of Delhi Meat Merchants Association that one such representation was sent but no response was received. Without going into the veracity of this fact, the counsel appearing for the State of Delhi has given an undertaking that if all the representations or applications are sent to the State Government in the name of the Secretary, Urban Development then the Government shall consider all those applications favorably within four weeks thereafter. He submitted that to this effect there has been a cabinet decision and he had shown the minutes of that cabinet meeting to the Court.

(122) We are fully convinced that the basic problems of the meat eating population and all those employed directly or indirectly on meat industry cannot be solved without shifting and setting up a new modern slaughter house. This abattoir has some fundamental limitations such as non-availability of area, its location leading to immense traffic congestion, no possibility of installing effluents treatment plant, the drainage system, and all these limitations lead to environment pollution. Above all, the abattoir is located in clear contravention of the provisions of Delhi Master Plan. Earlier Division Bench directed its closure on 31-12-1993.

(123) Another Division Bench of this court while delivering the judgment on 18-3-94 also directed closure of the slaughter house the court also observed that if for any reasons it continues for sometime in that event, the number of animals slaughtered must be restricted to 2500 per day.

(124) We are of the view that the respondent Mcd has not taken any tangible step of setting up a modern mechanised slaughter house to resolve this problem for all concerns, as directed.

(125) It has been brought to our notice that some of the directions given by this Court have yet not been implemented particularly the directions pertaining to the supply of wholesome drinking water to the residents of Delhi and of adjoining areas.

(126) The other direction regarding transportation of animals by trucks which is really based on the respondents' own notification has also not been carried out.

(127) The direction regarding illegal slaughtering of the animals has also not been fully implemented.

(128) The M.C.D. shall ensure meticulous compliance of bye-laws for the regulation of the slaughter house, prepared in pursuance of the directions of this court particularly, regulation 10 regarding lairage which says that animals intended for slaughtering should be lairaged 24 hours in advance for proper check up and rest, and regulation 25 that no children below 18 years should be allowed to work in the slaughter house.

(129) Similarly, directions, not to permit children below 18 years has also not been fully implemented. We direct immediate compliance of our directions by all concerns.

(130) We direct the High Powered Committee to ensure meticulous compliance of our directions and directions given by their Lordships of the Supreme Court:

1. We direct the respondents and the Union of India to set up a modern mechanised slaughter house for providing adequate fresh, hygienic and wholesome meat.

2. We also direct closure of the Idgah slaughter house on or before 31-12-1995 which is functioning against all norms, rules and laws.

3. The respondents are directed to ensure rehabilitation of those rendered jobless at the earliest.

(131) Before parting with the judgment, we would like to place on record our deep sense of appreciation for learned counsel who have rendered valuable assistance to this Court in the disposal of this petition.

(132) The petition is accordingly disposed of.



उत्तर प्रदेश UTTAR PRADESH

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This Licence Agreement mutually agreed and entered into on this 4th day of August, Two Thousand and Nine at Delhi,

BETWEEN

Municipal Corporation of Delhi, a municipal corporation established under the 1957 Act and having its office at Town Hall, Chandni Chowk, Delhi-06, acting through Manager, Ghazipur Slaughter House on behalf of the Commissioner (hereinafter referred to as "MCD" or "Licensor", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns) of ONE PART

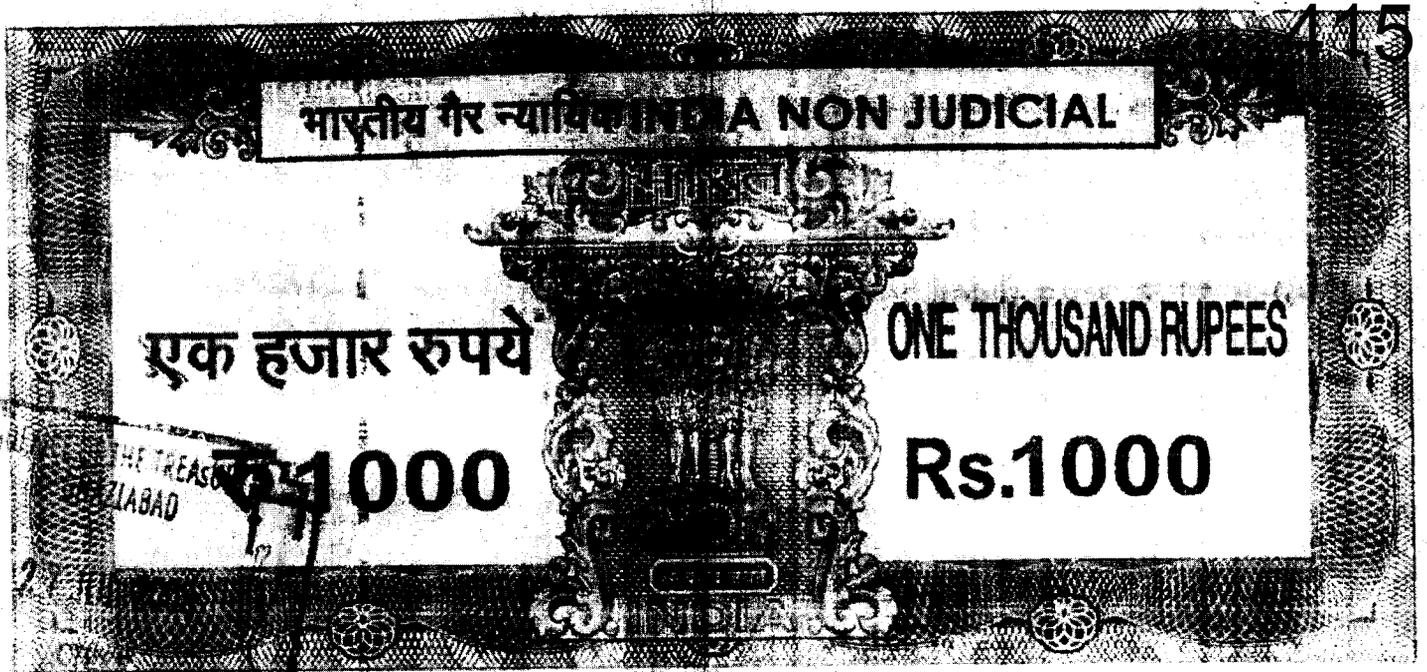
AND

M/s Frigorifico Allana Ltd, a company incorporated under the Companies Act, 1956 and having its registered office at *Allana House, 4 J.A., Allana Marg, Colaba, Mumbai - 400 001* (hereinafter referred to as "licensee", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) of the OTHER PART

MCD and licensee are hereinafter referred to individually as the "Party" and collectively as the "Parties".

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 4/8/09


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 4/8/09
 Manager
 Ghazipur Slaughter House, Delhi
 Municipal Corporation of Delhi



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WHEREAS:

- A. Municipal Corporation of Delhi (MCD) is responsible for providing various civic services within limits of the Corporation of Delhi including creation of required infra-structure for a modern slaughter house facility and its operation. For environmental, health and regulatory reasons, it was decided to relocate the existing "Idgah Slaughter House" to Ghazipur, in Delhi, by constructing an ultramodern, slaughter house at Ghazipur, in Delhi (hereinafter referred to as "Site"). This Site was chosen because of its isolation from urban areas and proximity to road networks for the transport of animals and delivery & distribution of fresh meat.
- B. The objective of the new slaughter house is to provide the wholesome meat to the population of Delhi as well as ensuring the highest standards for hygiene and safety, operational efficiency, and environmental management.
- C. MCD had engaged suitable agencies for developing the Project Facility and completed the construction of the ultra-modern slaughter house at Ghazipur along with other utilities. MCD desired to find an Operator for the slaughter house at Ghazipur for a designated period, in accordance with the terms of this agreement
- D. MCD had engaged M/s IL&FS Infrastructure Development Corporation (IIDC), as the bid process management consultant to

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Manager
Ghazipur Slaughter House Project
Municipal Corporation of Delhi



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"Access Road" mean the motorable approach road (approx. 50 ft. wide) for access to the Site from the main road and the intended route of which is indicated in green on the Site plan annexed as Schedule I hereto.

"Additional Cost" shall mean the additional capital expenditure and/or the additional operating costs or both as the case may be, which the licensee would be required to incur as a result of Change in Law.

"Affected Party" shall mean the Party claiming to be affected by a Force Majeure Event in accordance with Article 8.1.

"Agreement" shall mean this agreement, including its schedules & annexure and includes any amendments made hereto in accordance with the provisions hereof.

"Applicable Law" shall mean all applicable laws, acts, ordinances, rules, regulations, notification & guidelines in force and effect, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the period of subsistence of this Agreement and applicable to the Project/the licensee.

"Applicable -Approvals" shall mean all clearances, licenses, permits, authorisations, no objections, consents and approvals to be obtained or procured by the licensor and licensee under Applicable Law in connection

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with the operation and maintenance of the Project during the period of subsistence of this Agreement.

"Appointed Date" shall mean the date of signing this Agreement.

"Arbitration Act" shall mean the Arbitration and Conciliation Act, 1996 of India and shall include any amendment to or any re-enactment thereof as in force from time to time.

"Change in Law" shall have the meaning ascribed thereto in Article 8.4.

"COD" or "Date of Commissioning" shall mean the Commercial Operations Date of the Project, which shall be the date on which the MCD's Plant Manager has issued the Readiness Certificate in accordance with the provisions of Article 4 and Schedule III and which shall not be more than 60 days from the date of signing of this agreement or any extended period as may be agreed by MCD.

"Contractor" shall mean any Person with whom the licensee has entered into/may enter into any material contract in relation with the Operation & Maintenance of the facility.

"CPHEEO" shall mean Central Public Health & environmental engineering organisation under Ministry of urban Development, Government of India.

"DPCC" shall mean the Delhi Pollution Control Committee.

"Effective Date" is the date from which the licence agreement comes in force subsequent to satisfying all the requirements of conditions precedent as per Article 2.6

"Emergency" shall mean conditions or situation that is likely to endanger the safety of the individuals on or about the Project Facilities or which poses an immediate threat of material damage to any of the Project Facilities.

"Encumbrance" shall mean a legal right or interest in land that affects a good or clear title and diminishes the land value. It can be of numerous forms such as zoning ordinances, easement rights, claims, mortgage, charge, pledge, lien, hypothecation, security interest or other obligations and shall also include physical encumbrances, including utilities both under and above the ground and encroachments on the Site.

"Fee structure approved by MCD" shall mean the fees/ rates approved by MCD for various services rendered at the slaughter house complex, including the slaughtering of animals, as enclosed at Schedule V of this agreement and its amendments issued to be by MCD from time to time.

"Financing Documents" shall mean collectively the documents / loan agreements evidencing Lenders' commitment to finance the Project and shall include the security documents creating the relevant security (such as mortgages or charges or liens) on the Plant or any part thereof, for securing the debt provided

"Financial Year" shall mean the period commencing from April 1 of any given year to March 31 of the succeeding year.

"Force Majeure" or "Force Majeure Event" shall mean an act, event, condition or occurrence as specified in Article 8.

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Manager
Gazipur Slaughter House
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"GoI" shall mean the Government of India.

"GoNCT" shall mean the state Government of National Capital Territory of Delhi.

"Good Industry Practice" shall mean the exercise of that degree of skill, diligence, prudence and foresight in compliance with the undertakings and obligations under this Agreement which would reasonably and ordinarily be expected of a skilled and an experienced person engaged in the operation and maintenance or supervision or monitoring thereof of any of them of a project similar to that of the Project.

"Government Agency" shall mean GoI, GoNCT, MCD or any state government or governmental department, commission, board, body, bureau, agency, authority, instrumentality, court or other judicial or administrative body, central, state, or local, having jurisdiction over the licensee, the Site/Project Facilities or any portion thereof, or the performance of all or any of the services or obligations of the licensee under or pursuant to this Agreement.

"Hand back of Project Facilities" shall have the meaning ascribed thereto in Article 10

"Lenders" shall mean any person, financial institutions, banks, funds and trustees for bond holders or debenture holders, who have provided Loans to the licensee for financing any part of the Project as evidenced in financing documents.

"Licence" shall have the meaning ascribed thereto in Article 2.1.

"Licence Period" shall have the meaning ascribed thereto in Article 2.3.

"Licensee" or **"Operator"** shall mean party entering into this agreement to implement the Project and includes its successors and permitted assigns expressly approved by MCD.

"Material Adverse Effect" shall mean a material adverse effect on (a) the ability of the licensee to exercise any of its rights to perform/discharge any of its duties/obligations under and in accordance with the provisions of this Agreement and/or (b) the legality, validity, binding nature or enforceability of this Agreement.

"Material Breach" shall mean a breach by either Party of any of its obligations under this Agreement which has or is likely to have a Material Adverse Effect on the Project and which such Party shall have failed to cure.

"MCD" shall mean Municipal Corporation of Delhi, established under the provisions of the Delhi Municipal Corporation Act, 1957.

"Plant Manager" or **"MCD's Plant Manager"** shall be the Veterinary Doctor nominated by MCD either by Director Veterinary services or by the Commissioner, MCD. The MCD's Plant Manager shall be the nodal person for supervision and monitoring of functioning of the slaughter house at Ghazipur and also the live stock market and the compliance by the licensee with the O&M requirements, more particularly to undertake, perform, carry out the duties, responsibilities, services and activities set forth in the bid documents consisting of this agreement, RFP and O & M Requirements and Guidelines.

"O&M Requirements" shall mean the requirements for operation and maintenance of the Project Facilities set forth through the bid documents and other applicable regulations.



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"Rejected Animals" means such animals identified by veterinary doctors deputed by MCD during ante-mortem inspection at Lairage, as not fit for slaughtering and which are to be removed from the lairage by the licensee for returning back to the respective owners' of those animals.

"Site" or "Project Site" shall mean the modern slaughter house complex constructed by MCD, along with the live stock market and other associated facilities which is located at Ghazipur, Delhi.

"Solid Waste" means wastes generated from the operation of Project and that are in either solid or semi-solid form.

"Tax" shall mean and includes all taxes, fees, cess, duties & levies that may be payable by the licensee under Applicable Law.

"Term" or "License Period" means the period of 10 years commencing from Effective Date and will also include such successive time period/s by which the Licence granted in this Agreement may be renewed/ extended as provided herein.

"Termination" shall mean early termination of this Agreement pursuant to Termination Notice or otherwise in accordance with the provisions of this Agreement but shall not, unless the context otherwise requires, include expiry of this Agreement due to efflux of time in the normal course.

"Termination Date" shall mean the date specified in the Termination Notice as the date on which Termination occurs / comes into effect.

"Termination Notice" shall mean the notice of Termination by either Party to the other Party, in accordance with the applicable provisions of this Agreement.

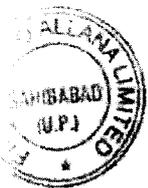
"Termination Payment" means the payments payable pursuant to Article 9.2(f) of this Agreement.

"Tests" shall mean the tests to be carried out in accordance with the O&M Requirements and generally confirms to the nature of operation as per standard practice.

"Transfer Date" means the date immediately following the date of expiry of this Agreement including extension thereto or earlier termination thereof in accordance with the provisions of this Agreement;

1.2 Interpretation

- (a) The words, phrases and expressions defined hereinabove in Article 1.1 or defined elsewhere by description in this Agreement, together with their respective grammatical variations and cognate expressions shall carry the respective meanings assigned to them in the said Article 1.1 or in this Agreement and shall be interpreted accordingly. Expressions which have not been defined in this Agreement shall carry the respective meanings assigned to them in their ordinary applicability read in context with the manner of their usage in this Agreement or in their respective technical sense, as the case may be;
- (b) all words in singular shall be deemed to connote their respective plurals and vice-versa, unless the context suggests otherwise;
- (c) the words "include" and "including" are to be construed without limitation;



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Municipal Corporation of Delhi

- (d) the headings of the Articles in this Agreement are merely for purposes of convenience and shall have no bearing on the interpretation of this Agreement;
- (e) the Schedules and Annexures to this Agreement form an integral part of this Agreement and shall be interpreted accordingly.
- (f) any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates;

1.3 Priority of Documents:

The documents forming part of the bidding process leading to this Agreement shall be relied upon and interpreted in the following descending order of priority:

- (a) This Agreement
- (b) The Appendices to the Agreement
- (c) The LOA issued to the Preferred Bidder
- (d) The written clarifications issued to the bidders
- (e) Written addenda to the RFP
- (f) The RFP
- (g) Operation and Maintenance Requirements and Guidelines
- (h) The Preferred Bidder's Bid.

ARTICLE 2

THE LICENCE

2.1 Grant of Licence

Subject to and in accordance with the terms and conditions set out in this Agreement, MCD hereby grants to the licensee and the licensee hereby accepts during the Term the exclusive right and authority, to operate and maintain the Project Facilities and to exercise and / or enjoy the rights, powers, benefits, privileges, authorizations and entitlements granted under this Agreement:

- (a) to maintain and control the operations of the live-stock market and receive animals for slaughtering from the owners of the animals and transport them to lairage with appropriate identification.
- (b) to carryout slaughtering of the animals declared as fit by the veterinary doctor of MCD to be slaughtered and deliver the carcass to the respective owners either at the delivery section of the complex or transport the carcass through refrigerated vehicles to the respective destinations.

2.2. Rights Associated with the Grant of Licence

Without prejudice to the generality of foregoing, the Licence hereby granted to the licensee shall include without being limited to, and shall entitle licensee, without requiring any further authorization or authority from MCD, to enjoy, the following rights, privileges and benefits in accordance with the provisions of this Agreement and Applicable Laws:

- (a) upon commissioning of a Project Facility, to manage, operate and maintain the same either itself or through such Person as may be selected by it with approval from MCD and in such case the overall responsibility shall lie with the operator.
- (b) to borrow or raise money or funding required for the due operation & maintenance of the Project from any financial institution;
- (c) to use, appropriate, process animals acceptable and treat/ dispose the liquid as well as solid Matter as per provisions of this Agreement.



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Office of the Municipal Engineer,
Municipal Corporation, Bangalore.

- (d) to levy appropriate fees with applicable taxes for the category of service rendered within the complex, as approved by MCD and as per provisions of this Agreement.
- (e) to store, use, appropriate, market and sell or dispose all the by-products obtained after the processing of animals with due consent of the owners of the animals and to further retain and appropriate any revenues generated from the sale of such products.
- (f) exclusively hold, control the project facilities and site (but not to own), in accordance with the terms of the Licence Agreement, only for the purposes of the operation and maintenance of this Project, in accordance with the terms of this Agreement.

2.3 Licence Period

The Licence is granted to the licensee for a period of 10 years from the Effective Date (hereinafter referred to as the "Term") and shall terminate upon the expiry of the Term or upon earlier Termination of this Agreement or for any such period for which the extension of the term is granted to the licensee.

2.4 Renewal of Licence

MCD may agree to renew or extend the Licence after the expiry of the initial Term, for a maximum of another 10 year period. However, the final decision in this regard shall be taken by the MCD after assessing the performance of work of the licensee during the preceding ten years and also keeping in view the interests of MCD and subject to fulfilment of the following circumstances:

- (i) The Project Facilities were and are being used only for the purpose of the Project (and only slaughtering and related activities are being undertaken as part thereof);
- (ii) All the norms stipulated by the Ministry of Environmental and Forest and Pollution Control Board on the day of the renewal of the licence have been fulfilled by the licensee
- (iii) The licensee is not in default in compliance with any of the terms and conditions of this Licence Agreement during the Term.
- (iv) The licensee had not defaulted in making any payment required to be made by it to the Licensor or any other specified person, as specified in the provisions of this Agreement.

2.5 Acceptance of Licence

In consideration of the rights, privileges and benefits conferred upon the licensee, and other good and valuable consideration expressed herein, the licensee hereby accepts the Licence and agrees and undertakes to perform / discharge all of its obligations in accordance with the provisions hereof.



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2.6 Conditions Precedent

This Agreement would become effective and binding, only upon the satisfaction of the following Conditions Precedent:

- (a) Reimbursement of the expenses incurred MCD towards the creation of identification system up to the extent of the contract price as mentioned in bid documents with applicable taxes
- (b) MCD shall handover to the licensee the peaceful physical possession of the project facilities free from Encumbrance, for the purpose of operation & maintenance of the Project. The details of the facilities handed over along with the list of key equipments are enclosed at Schedule -IV of this Agreement
- (c) All the Applicable Approvals required to enable the operation and maintenance of the Project and Project Facilities have been obtained by the Licensor and Licensee as per the details are enclosed at Schedule -II
- (d) The "Readiness Certificate" shall have been issued by MCD's Plant Manager in favour of the licensee.

2.7 Obligation to satisfy Conditions Precedent

Each Party shall make all reasonable endeavours at its respective cost and expense to comply in full with the Conditions Precedent relating to it within a period of 60 (sixty) days from the date of execution of this Agreement or any extension agreed to between the Parties.

- (a) The later of the date within such 60 days when MCD or the Licensee fulfils its Conditions Precedent (unless Licensee waives the same for the MCD) shall be the date from which the obligations of the Parties hereunder shall commence and this agreement shall become effective (the "Effective Date").

2.8 Non-Compliance with Conditions Precedent

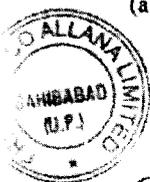
It is agreed that, if the above preconditions on part of either of the parties not met within two (2) months from the date of execution of this Agreement, then other party shall have the option of either: (i) extending the time period for satisfaction of the conditions precedent by another two (2) months or (ii) terminate this Agreement, in which event the Party which has not met the pre-condition shall pay the other party an amount equivalent to the first year royalty quoted by the selected bidder in his financial bid accepted by MCD.

ARTICLE 3

PROJECT FACILITIES

3.1 Handover of Project facilities

- (a) MCD shall handover to the licensee the peaceful physical possession of the project facilities free from Encumbrance, for the purpose of operation & maintenance of the Project. MCD shall charge a nominal lease rent of Rs. 1 per square metre per year for the entire area handed over to the licensee including the livestock market, hutments for animal stay, slaughter house complex, Effluent Treatment Plant and utilities area etc.



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The details of the facilities handed over along with the list of key equipments are enclosed at Schedule IV of this Agreement.

- (b) Upon the Project Facilities being handed over pursuant to the preceding sub-clause (a), the licensee shall, subject to the provisions of Article 5, have the right to enter upon, occupy and use the same and to make at its costs, charges and expenses for smooth operation of the project facilities as may be necessary or appropriate to operate the Project Facilities in accordance with the provisions of this Agreement.

3.2 Rights, Title and Use of the Project Facilities

- (a) The licensee shall have the right to the use of the Project Facilities in accordance with the provisions of this Agreement and for this purpose, it may regulate the entry into and use of the same by third parties.
- (b) The licensee shall not part with or create any Encumbrance on the whole or any part of the Project Facilities, including the Site save and except with the written consent of MCD.
- (c) The licensee shall not, without the prior written approval of MCD, use the Project Facilities for any purpose other than for the purpose of the Project and purposes incidental or ancillary thereto.
- (d) (i) The licensee shall allow access to and use of the Site for laying / installing / maintaining telegraph lines, electric lines or for such other public purposes as MCD may specify. Provided that such access or use shall not result in a Material Adverse Effect and that MCD shall, in the event of any physical damage/shifting of the Project Facilities on account thereof, ensure that the Project Facilities are promptly restored at its cost and expenses.
- (ii) The Licensee shall also at all times allow access to and use of the Site by MCD or any of its designated official for the purposes of periodical inspection of the Project Facility by MCD with / without the help of competent third party to verify the conditions of equipment and other facilities, preferable without affecting the normal operations of the plant. The appointment of competent third party for inspection shall be with the mutual consent of both MCD and the licensee. The cost towards third party inspection shall be borne by MCD and the licensee equally. The licensee shall extend required support for the inspection and also carryout the repairs, cleaning and or maintenance of equipment as advised by MCD during / after the inspection.
- (e) MCD will permit the licensee or Operator to use the space available at the Project Facilities for display of advertisements as per applicable provisions and the operator shall pay the necessary advertisement tax as per prevailing rates of MCD.
- (f) The Licensee shall pay the lease rental in advance for each year (one full year) within 30 days from the start of the calendar year.



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- (b) The PBG shall be kept valid throughout the term of the agreement and also during the Post Licence Rectification Period. The renewal/extension of the PBG as and when required is to be done by the licensee at least one month before the date of expiry of the existing PBG, failing which, MCD would be entitled to revoke the PBG.

In the event of encashment of the PBG by the MCD, in full or part, the Licensee shall within 30 (thirty) days of receipt of the encashment notice from the MCD provide a fresh PBG or replenish the existing PBG, as the case may be. The provisions of this Article 5.1 shall apply *mutatis mutandis* to such fresh PBG. The Licensee's failure to comply with this provision shall constitute a Licensee Event of Default which shall entitle the MCD to terminate this Agreement in accordance with the provisions of Article 9.1 hereof.

Provided that if the Agreement is terminated due to any event other than a licensee Event of Default, the PBG if subsisting as on the Termination Date shall, subject to MCD's right to receive amounts at prevailing time if any, due from the licensee under this Agreement, be duly discharged and released to the licensee within 60 days from the termination date.

5.2 Financing Arrangement

The licensee shall at its cost, expenses and risk make financing arrangements for the expenses towards operation and maintenance of the Slaughter House at Ghazipur and to meet all of its obligations under this Agreement, in a timely manner.

The Parties in this regard further agree and confirm that licensee shall have no right to create encumbrance on any or all assets handed over by MCD to licensee forming a part of the Project Facilities including the site, civil structures, buildings, equipments, spare parts etc (hereinafter referred to as "MCD assets") and the ownership of MCD assets shall always vest with MCD.

However, the licensee in accordance with the financing documents shall be free to create any encumbrance in favour of Lenders of assets specifically comprising of and limited to equipments & machinery created/developed by the licensee itself (hereinafter referred to as "licensee assets").

5.3 Operation & Maintenance of Project Facilities

- (a) The licensee shall adhere to the operation & maintenance requirements and guidelines as per the RFP and shall adhere to the good industry practice.
- (b) The licensee shall, before commencement of operation of Project Facilities;
- (i) have requisite organization and designate and appoint suitable officers/representatives as it may deem appropriate to supervise the Project, to interact with the MCD's Plant Manager / MCD and to be responsible for all necessary exchange of information required pursuant to this Agreement;
 - (ii) provide such facilities as may be required for the MCD's Plant Manager, at the Plant during his visits.
- (c) For the purposes of determining that operation & maintenance are being undertaken in accordance with the operation & maintenance requirements and



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guidelines, MCD's Plant Manager with advance intimation to the Licensee may choose to make a visit to the plant and monitor the Licensee's activities.

- (d) The licensee shall arrange trained manpower to operate & maintain the slaughter house complex. However, preference shall be given to the "butchers & other manpower" trained by the contractor during the training on operation of the plant. The complete list of employees of all categories shall be provided by the licensee to MCD's Representative / Plant Manager.
- (e) The licensee shall be deemed to be in material breach of O&M Requirements if the MCD's Plant Manager acting reasonably and in accordance with the provisions of this Agreement, has determined that due to breach of its obligations by the licensee after providing just & fair opportunity to the licensee to explain it self;
- (i) There has been failure/undue delay in carrying out scheduled/planned operation & maintenance or the scheduled/planned operation & maintenance has not been carried out in accordance with the O&M Requirements and guidelines as evidenced by events of significance that resulted in prolonged interruptions of meeting the plant capacity.
- (ii) The maintenance of the Project Facilities or any part thereof has deteriorated to a level which is below the acceptance level prescribed by the O&M Requirements and Guidelines, required in line with the nature of activity.
- (iii) There has been a serious or persistent let up in adhering to the O&M Requirements and Guidelines thereby the Project Facilities or any part thereof is not safe for operations.

5.4 Royalty

The Licensee shall pay royalty payment to MCD on a quarterly basis starting from the Effective Date as following:

- (a) The amount of royalty will be as per the financial bid submitted by the bidder and accepted by MCD. (Copy enclosed at annexure A)
- (b) The Licensee shall pay the royalty payment in the form of cheque or demand draft in favour of Commissioner MCD, payable at Delhi in the first week at the beginning of every quarter.
- (c) In case of delay in the payment, interest as per SBI PLR shall be applicable on the delayed payment till the receipt of payment of that corresponding month.
- (d) The above royalty is in addition to the nominal lease rental of Rs.1 per square metre per year to be paid by the licensee.



5.5 Insurance

The licensee shall at its cost and expense, purchase and maintain by due re-instatement or otherwise, during the Licence Period all insurances in respect of the Project Facilities

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in accordance with the Good Industry Practice. The licensee shall maintain a register of entry in order of premiums paid towards the Project Facilities and proof of payments made shall be submitted to MCD whenever requested for.

5.6 Application of Insurance Proceeds

Subject to the provisions of the Financing Documents and unless otherwise provided herein, the proceeds of all insurance policies received shall be promptly applied by the licensee towards repair, renovation, restoration or re-instatement of the Project Facilities or any part thereof which may have been damaged or destroyed. The licensee shall designate MCD as the beneficiary for the assets under ownership of MCD (MCD assets) as per Article 10.1 and may designate the Lenders as the beneficiaries for the assets under the licensee's ownership (Licensee assets) as per Article 10.1 or assign the insurance policies in their favour as security for the financial assistance provided by them to the Project. The licensee shall carry out such repair, renovation, restoration or re-instatement to the extent possible in such manner that the Project Facilities after such repair, renovation, restoration or re-instatement be as far as possible in the same condition as it were prior to such damage or destruction, normal wear and tear excepted.

5.7 Environmental Compliance

The licensee shall, at all times, ensure that all aspects of the Project Facilities and processes employed in the operation and maintenance thereof shall conform with the laws pertaining to environment, health and safety aspects and policies & guidelines related thereto. The licensee shall obtain and maintain from time to time all necessary clearances from the Delhi Pollution Control Committee (DPCC) or any other similarly empowered Government Agency at his own costs.

The licensee shall be responsible for the operation & maintenance of the Project Facilities as per the applicable laws, regulations, guidelines etc and ensure that there is no damage to the environment due the operation of the facilities. The licensee shall be liable to meet any expenses / compensation to be paid due to pollution/environmental damage or remediation caused by the operation and maintenance of the Project Facilities.

5.8 Land Use

The licensee shall ensure optimum utilization of the Project Site and shall not use the same for any purpose unconnected or which is not incidental to the Project or related activities, unless otherwise permitted under this agreement. However, it may be noted that the licensee shall not be allowed to construct any residential units / dwellings within the Site. For making any small construction / civil structure within the complex, the licensee has to obtain the prior permission of MCD.

5.9 Acceptance and Rejection of Animals

- (a) After the purchase of animals by shopkeepers, the Operator shall receive the animals for slaughtering from them.



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- (b) The operator shall implement a suitable marking and identification system so that the animals received for slaughtering are provided with proper identification marks and the carcass as well as all parts of the animals are traceable so that the owner of the animal receives the carcass / parts of the same animal after processing.
- (c) The operator shall give preference to those meat shopkeepers who have got meat shop licence from MCD for accepting the animals for slaughtering.
- (d) The ante-mortem inspection would be carried out by the veterinary doctors of MCD at the lairage and only those animals fit for slaughtering shall be allowed further. It shall be the operator's responsibility to handover the unfit animals to their respective owners and refund them 50% of the slaughtering fee collected for those animals. In case, the animal / carcass is rejected after post-mortum inspection no fees and animal /carcass would be returned to the owner of those animals.

5.10 Sale/management of by-product

- (a) The operator or licensee shall have the right on the blood collected during the operation of the slaughter house and make suitable use for the blood.
- (b) The by-products can contribute - to the profitability of the slaughterhouse operation since they generally have a commercial value. The first right on the by-product shall remain with the owner of the animal. In case the owner of the animal doesn't require the by-product the operator shall have the right to process/sale the same.
- (c) If the operator doesn't have the facility for processing of by-products then the by-products, shall be disposed off at MCD's rendering plant, without any charges. MCD shall process the same free of cost to the operator.

5.11 General Obligations

The licensee shall at its own cost and expense:

- (a) investigate, study, operate and maintain the Project Facilities in accordance with the provisions hereof;
- (b) obtain all Applicable Permits as required under this Agreement and by or under the Applicable Law and be in compliance thereof at all times during the Licence Period;
- (c) comply with Applicable Law governing the operations of Slaughter House at all times during the Licence Period;
- (d) ensure and procure that any contract relating to the Project, entered into by the licensee for operation and maintenance of the Project in accordance with this Agreement contains provisions that would entitle the nominee of MCD to step into such contract/s at MCD's discretion, in place and substitution of the licensee.
- (e) endeavour to sell or otherwise dispose of all recyclables in a manner which is not detrimental to the environment;

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17
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- (a) Details of animals received, rejected, sent for slaughtering assembly lines etc. for each type – Sheep/goat – Halal, Sheep/goat – Jhatka and buffalo
- (b) Details of cleaning activity – with name of worker for each shift, periodicity of cleaning, type of cleaning – with water jet/ dry sweeping, application of cleaning chemicals, disinfectant etc.
- (c) Quantum of materials used for operation and maintenance of the Slaughter House
- (d) Quantum of by-product generated and processed or disposed at rendering plant etc.

The licensee shall maintain all the records duly counter checked by the MCD's Plant Manager or his representative and provide monthly, quarterly and annual reports of the same to the MCD's Plant Manager and MCD along with any other details sought by MCD's Plant Manager/MCD.

ARTICLE 6

MCD's OBLIGATIONS

In addition to and not in derogation or substitution of any of its other obligations under this Agreement, MCD shall have the following obligations:

6.1 Specific Obligations

The Licensor hereby shall

- (a) save and except as otherwise provided herein, not interfere in or impede in any manner or otherwise limit, restrict or impose conditions in relation to: (i) the operation and maintenance of the Project Facilities (ii) the peaceful possession, control and use by the Licensee or the persons claiming through or under it of the Project Facilities in accordance with the terms hereof.
- (b) Facilitate the Licensee in procuring Applicable Permits from other government authorities.
- (c) In the event of any action, suit or public interest litigation being instituted within Licence period from the date of execution of this deed, by any person or entity to prevent, prohibit or otherwise challenge the Licensor's title in, possession or proposed land use of the Project for purposes of the Slaughter House which, or any order, direction or judgement thereon by any competent authority, has a material adverse effect on the Operation & Maintenance of the Project by the Licensee, the Licensee may by notice in writing to Licensor require the Licensor to defend and contest such action, suit or public interest litigation at the Licensor's expense and to take such action as is reasonably available to the Licensor in order to mitigate such material adverse effect; provided always, that (i) the Licensee is in compliance with its obligations hereof and not in material breach of this Deed; and (ii) such action, suit or public interest litigation has not been occasioned by/resulted from any act, omission, default, breach, negligence, violation, delay or connivance etc. or otherwise attributable to the Licensee and/or the persons claiming through or under it/them; and (iii) the Licensee shall render the necessary assistance to the Licensor in contesting and defending such action, suit or public interest litigation. The Licensor shall take all such actions as expeditiously as possible.

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19

ARTICLE 7**PAYMENTS****7.1 Payments during Term of License**

- (a) Subject to the provisions of this Agreement and in consideration of the licensee accepting the Licence and undertaking to perform and discharge its obligations in accordance with the terms, conditions and covenants set forth in this Agreement, licensee agrees and undertakes to pay to MCD, a royalty payment as per Article 5.4.
- (b) The licensee shall, on or before the 7th day of beginning of each quarter or in case the 7th day of the quarter is a holiday then on the following working day of such quarter, make the payment to MCD.
- (c) The licensee shall also pay the nominal lease rental for the site and other facilities handed over to him by MCD at the rate of Rs. 1 per square meter per year as advance payment within 30 days of beginning of each calendar year.

7.1.1 Payments During Post Licence Rectification Period

- i. Licensee shall not be liable to make any payments to the MCD during Post Licence Rectification Period, if applicable.
- ii. The PBG subsisting with MCD as per Article 5.1 at the end of the term shall serve as protective measure to ensure that licensee binds by all his obligations during this period. Hence the PBG need to be kept valid during this period.

7.2 Terms of Payment

- a. Any delay in making payment in accordance with Article 7.1 above, -shall, without prejudice to any other consequences under this Agreement, entail payment of interest on the amount in default at prevailing annual prime lending rate of State Bank of India calculated for the duration of delay.
- b. All payments to MCD by Licensee shall be made by way of cheque payable at par or demand draft in favour of Commissioner, MCD payable at Delhi.

ARTICLE 8**FORCE MAJEURE****8.1 Force Majeure**

As used in this Agreement, the expression "Force Majeure" or "Force Majeure: Event" shall mean occurrence in India of any or all of Non-Political Event, Indirect Political Event and Political Event, as defined in Articles 8.2, 8.3 and 8.4 respectively, if it affects the performance by the Party claiming the benefit of Force Majeure (the "Affected Party") of its obligations under this Agreement and which act or event (i) is beyond the reasonable control of the Affected Party, and (ii) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (iii) has Material Adverse Effect on the Affected Party.



8.2 Non-Political Event

A Non-Political Event shall mean one or more of the following acts or events:

- (a) act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionising radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Site);
- (b) strikes or boycotts (other than those involving the licensee, Contractors, or their respective employees/representatives, or attributable to any act or omission of any of them) interrupting supplies and services to the Project for a continuous period of 24 (twenty four) hours and an aggregate period exceeding 7 (seven) days in an Accounting Year, and not being an Indirect Political Event set forth in Article 8.3;
- (c) any judgment or order of any court competent jurisdiction or statutory authority made against the licensee in any proceedings for reasons other than (i) failure of the licensee to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable Law or Applicable Permit or of any contract, or (iii) enforcement of this Agreement, or (iv) exercise of any of its rights under this Agreement by the Government;
- (d) the discovery of geological conditions, toxic contamination or archaeological remains on the Site that could not reasonably have been expected to be discovered through a site inspection; or
- (e) any event or circumstances of a nature analogous to any of the foregoing.

8.3 Indirect Political Event

An Indirect Political Event shall mean one or more of the following acts or events:

- (a) an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage;
- (b) industry-wide or State-wide strikes or industrial action for a continuous period of 24 (twenty four) hours and exceeding an aggregate period of 7 (seven) days in an Accounting Year;
- (c) any civil commotion, boycott or political agitation which prevents collection of Fee by the licensee for an aggregate period exceeding 7 (seven) days in an Accounting Year;
- (d) any Indirect Political Event that causes a Non-Political Event; or
- (e) any event or circumstances of a nature analogous to any of the foregoing.

8.4 Political Event

A Political Event shall mean one or more of the following acts or events by or on account of any Government Instrumentality:

- (a) Change in Law, only if consequences thereof cannot be dealt with under and in accordance with the provisions of the Article 8.12;
- (b) compulsory acquisition in national interest or expropriation of any Project Assets or rights of the licensee;

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(c) unlawful or unauthorized or without jurisdiction revocation of or refusal to renew or grant without valid cause, any clearance, licence, permit, authorization, no objection certificate, consent, approval or exemption required by the licensee to perform their respective obligations under this Agreement and the Project Agreements; provided that such delay, modification, denial, refusal or revocation did not result from the licensee's or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, licence, authorization, no objection certificate, exemption, consent, approval or permit;

(d) any event or circumstance of a nature analogous to any of the foregoing.

8.5 Duty to report Force Majeure Event

8.5.1 Upon occurrence of a Force Majeure Event, the Affected Party shall by notice report such occurrence to the other Party forthwith. Any notice pursuant hereto shall include full particulars of:

- (a) the nature and extent of each Force Majeure Event which is the subject of any claim for relief under this Article 8 with evidence in support thereof; .
- (b) the estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Agreement;
- (c) The measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event; and
- (d) any other information relevant to the Affected Party's claim.

8.5.2 The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event not later than 7 (seven) days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the: probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement

8.5.3 For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) reports containing information as required by Article 8.5.1, and, such other information as the other Party may reasonably request the Affected Party to provide.

8.6 Termination Notice for Force Majeure Event

If a Force Majeure Event subsists for a period of 45 (forty five) days or more within a continuous period of 90 (Ninety) days, either Party may in its discretion terminate this Agreement by issuing a Termination Notice to the other Party without being liable in any manner whatsoever, save, as provided in this Article 8, and upon issue of such Termination Notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith: provided that before issuing such Termination Notice, the Party intending to issue the Termination Notice shall inform the other Party of such intention and grant 7 (seven) days time to make a representation, and may after the expiry of such 7 (seven) days period, whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice.

8.7 Allocation of costs arising out of Force Majeure

8.7.1 Upon occurrence of any Force Majeure Event prior to the Appointed Date, the Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs thereof.

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8.7.2 Upon occurrence of a Force Majeure Event after the Appointed Date, the costs incurred and attributable to such event and directly relating to the Project the ; "Force Majeure Costs") shall be allocated and paid as follows:

- (a) upon occurrence of a Non-Political Event, the Parties shall bear their respective Force Majeure Costs and neither Party shall be required to pay to the other Party any costs thereof;
- (b) upon occurrence of an Indirect Political Event, all Force Majeure Costs' attributable to such Indirect Political Event, and not exceeding the Insurance Cover for such Indirect Political Event, shall be borne by the licensee and MCD would pass on the benefits from insurance policies taken on their behalf to the licensee to meet such costs., In case, the Force Majeure Costs exceed such Insurance Cover, one half of such excess amount shall be reimbursed by the MCD to the licensee ; and

upon occurrence of a Political Event, the following amount shall be reimbursed by MCD to the licensee: An amount equivalent to the slaughtering fee that would have been collected for 2 shifts / day of operation based on the designed plant capacity during the Force Majeure period.

For the purposes of clarity, the abovementioned Articles for Allocation of costs shall also be applicable in case of Termination of this agreement by either Parties due to a Force Majeure event.

8.7.3 Save and except as expressly provided in this Article 8, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereto.

8.8 Dispute resolution.

In the event that the Parties are unable to agree in good faith about the occurrence or existence of a Force Majeure Event, such Dispute shall be finally settled in accordance with the Dispute Resolution Procedure; provided that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Party claiming relief and/or excuse on account of such Force Majeure Event.

8.9 Excuse from performance of obligations

If the Affected Party is rendered wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such of its obligations including the licensee's obligation under Article 5.4 to the extent it is unable to perform on account of such Force Majeure Event; provided that:

- (a) the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;
- (b) the affected party shall make all reasonable efforts to mitigate or limit damage to the other party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence; and
- (c) when the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party notice to that effect and shall promptly resume performance of its obligations hereunder.

8.10 Change in Law

- (a) Change in Law shall mean the occurrence or coming into force of any of the following, after the Appointed Date



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- (i) The enactment of any new Indian law;
- (ii) The repeal, modification or re-enactment of any existing Indian law
- (iii) A change in the interpretation or application of any Indian law by a court of record
- (iv) Any order, decision or direction of a court of record.

Provided that Change in Law shall not include:

- (i) Coming into effect, after the Appointed Date, of any provision or statute which is already in place as of the Appointed Date,
 - (ii) Any new law or any change in the existing law under the active consideration of or in the contemplation of any government as of the Appointed Date which is a matter of public knowledge,
 - (iii) Any change in the rates of the Taxes.
- (b) Subject to Change in Law resulting in Material Adverse Effect and subject to the licensee taking necessary measures to mitigate the impact or likely impact of Change in Law on the Project, if as a direct consequence of a Change in Law, the licensee is obliged to incur Additional Costs, and MCD shall subsequently reimburse to the licensee 50% of such Additional Costs, provided such additional cost in any manner as may be mutually agreed upon by parties.
- (c) Upon occurrence of a Change in Law, the licensee may, notify MCD/the MCD's Plant Manager of the following:
- (i) The nature and the impact of Change in Law on the Project
 - (ii) In sufficient detail, the estimate of the Additional Cost likely to be incurred by the licensee on account of Change in Law
 - (iii) The measures, which the licensee has taken or proposes to take to mitigate the impact of Change in Law, including in particular, minimising the Additional Cost
 - (iv) The relief sought by the licensee
- (d) Upon receipt of the notice of Change in Law issued by the licensee pursuant to preceding sub-clause, MCD and the licensee shall along with the MCD's Plant Manager hold discussions and take all such steps as may be necessary including determination by the MCD's Plant Manager /MCD of the quantum of the Additional Cost to be borne and paid by MCD.
- (e) MCD shall within 30 days from the date of determination of quantum of Additional Cost, provide relief to the licensee in the manner as mutually agreed upon by the Parties.

ARTICLE 9

EVENTS OF DEFAULT AND TERMINATION

9.1 Events of Default

Event of Default shall mean either licensee Event of Default or MCD Event of Default or both as the context may admit or require.

(a) Licensee Event of Default

Any of the following events shall constitute an Event of Default by the licensee ("licensee Event of Default") unless such event has occurred as a result of one or more reasons set out in Article 5.12:

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- (ii) If the licensee decides to terminate this Agreement pursuant to preceding clause (i) it shall in the first instance issue Preliminary Notice to MCD. Within 30 days of receipt of Preliminary Notice, if applicable, MCD shall forward to the licensee its proposal to remedy/ cure the underlying Event of Default (the "MCD Proposal to Rectify"). In case of non submission of MCD Proposal to Rectify within the period stipulated therefore, licensee shall be entitled to terminate this Agreement by issuing Termination Notice.
- (iii) In case MCD Proposal to Rectify is forwarded to the licensee within the period stipulated therefore, MCD shall have further period of 30 days to remedy/ cure the underlying Event of Default. If, however MCD fails to remedy/ cure the underlying Event of Default within such further period allowed, the licensee shall be entitled to terminate this Agreement by issuing Termination Notice.

(c) **Termination Notice**

If a Party having become entitled to do so decides to terminate this Agreement pursuant to the preceding sub clause (a) or (b), it shall issue Termination Notice setting out:

- (i) in sufficient detail the underlying Event of Default;
- (ii) the Termination Date which shall be a date occurring not earlier than 90 days from the date of Termination Notice;
- (iii) the estimated termination payment including the details of computation thereof; and,
- (iv) any other relevant information.

(d) **Obligation of Parties**

Following issue of Termination Notice by either Party, the Parties shall promptly take all such steps as may be necessary or required to ensure that;

- (i) until Termination the Parties shall, to the fullest extent possible, discharge their respective obligations so as to maintain the continued operation of the Project Facilities;
- (ii) the Project Facilities are handed back to MCD as per provisions of Article 10 by the licensee in accordance with the following sub - clause (f) on the Termination Date free from any Encumbrance along with any payment that may be due by the licensee to MCD.

(e) **Withdrawal of Termination Notice**

Notwithstanding anything inconsistency contained in this Agreement, if the Party who has been served with the Termination Notice cures the underlying Event of Default to the satisfaction of the other Party at any time before the actual Termination occurs, the Termination Notice shall be withdrawn by the Party which had issued the same.

Provided that the Party in breach shall compensate the other Party for any direct costs/consequences occasioned by the Event of Default which caused the issue of Termination Notice or as may be agreed upon by both parties.

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obligations of either Party under this Agreement, including without limitation those relating to the Termination Payments, shall survive the Termination but only to the extent such survival is necessary for giving effect to such rights and obligations.

ARTICLE 10

OWNERSHIP AND HANDOVER OF PROJECT FACILITIES AND PROJECT SITE

10.1 Ownership during the term of licence

(A) Ownership of Project Facilities:

Without prejudice and subject to the Licence, the ownership of the Project Facilities, including all improvements made therein by the licensee during the term of the licence shall at all times remain as mentioned below:

- a. the ownership of any or all assets handed over by MCD to licence forming a part of the Project Facilities including the site, civil structures, buildings, equipments, spare parts etc (hereinafter referred to as " MCD assets") shall always vest with MCD.
- b. the ownership of all infrastructure assets, buildings, structures, equipment and other immovable and movable assets constructed, installed, located, created or provided by the Licensee in, on , over or under the Project Site pursuant to this Agreement shall, until transfer to the MCD in accordance with this Agreement, be with the Licensee.

(B) The ownership of the Project Site shall at all times remain vested with the MCD.

10.2 Handover of Project, Project Site and Project Facilities:

- (i) The licensee shall on the date of expiry of the term of agreement or on account of early termination thereof, transfer, assign and deliver to the MCD or its nominated agency, free and clear of any Encumbrances, the vacant and peaceful possession of the Project, Project Facilities and the Site along with the buildings, machinery, equipments, facilities and structures constructed on, over, at or under it in normal operating conditions.
- (ii) transfer all its rights, titles and interest in or over the tangible assets comprised in the Project (including movable assets which the MCD agrees to take over) to the MCD or its nominated agency and execute such deeds and documents as may be necessary for the purpose and complete all legal or other formalities required in this regard.
- (iii) to the extent possible assign to the MCD or its nominated agency at the time of transfer all insurance policies.
- (iv) at its cost remove from the Site all such moveable assets which are not taken over by or transferred/assigned to the MCD or its nominated agency. In the event the Licensee fails to remove such objects within the stipulated time, the MCD or its nominated agency may remove and transport or cause removal and transportation of such objects, after giving the Licensee notice in writing to do so to a suitable location for safe storage.

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28

The Licensee shall be liable to bear the reasonable cost and the risk of such removal, transportation and storage.

- (v) All proceeds of insurance claims shall be handed over to the MCD or its nominated agency and the Licensee or Persons claiming through or under it shall have no claim thereon or rights thereto.
- (vi) The MCD and the licensee shall at least three months prior to the expiry of the License Period or upon issuance of Preliminary Notice, as the case may be, promptly agree upon the modalities and take all necessary steps to complete the aforesaid process of transfer of assets on the Transfer Date. During this period, the designated key personnel of the MCD shall be associated with the operations of the Project in order to facilitate smooth take over of the same by the MCD on the Transfer Date.
- (vii) It is clarified that only the assets of the Licensee shall be taken over and not the liabilities, including without limitation liabilities relating to labour and personnel related obligations of the Licensee and the Persons claiming through or under the Licensee shall be taken over by the MCD or its nominated agency. All such labour and employees shall be its responsibility of the Licensee /such Persons even after the expiry of the License Period and they shall have no claim to any type of employment or compensation from MCD or its nominated agency.
- (viii) On the Transfer Date the Project and the Project Assets shall be in fair condition, subject to normal wear and tear, having regard for the nature of the asset, the construction and life of the facilities, constructions, structures etc.
- (ix) All contracts, agreements, arrangement's etc entered into by the Licensee with its suppliers, service providers, shall also be liable to be terminated forthwith along with the termination of this agreement at the sole option and discretion of the MCD
- (x) The Licensee shall, at its cost, transfer to the MCD all such Applicable Permits which the MCD may require and which can be legally transferred. Provided if the termination is on account of MCD Event of Default the cost of such transfer shall be borne/ reimbursed by the MCD.
- (xi) The Project and the Project Facilities shall be transferred to MCD or its nominated agency, as the case may be, for a sum of Rupee 1.00.
- (xii) Until the Transfer Date, all risks shall lie with the Licensee for loss of or damage to the whole or any part of the Project and the Project Facilities unless the loss or damage is due to an act or omission of the MCD in contravention of its obligations under this Agreement. On and from the Transfer Date all risks in relation to the Project and the Project Assets shall be deemed to have been transferred to and lie with the Grantor or its nominated agency.
- (xiii) (a) On the Transfer Date the MCD/Expert shall verify, in the presence of the Licensee or of a representative of the Licensee, compliance by the Licensee with the requirements of clause (i) to (xii) above. In the event the MCD/Expert notifies the Licensee of shortcomings, if any, in the Licensee's compliance with such requirements, the Licensee shall forthwith cure the same. Furthermore, MCD shall have the right to en-cash the PBG as submitted by the Licensee and retain the amount spend by MCD for carrying out works/jobs/maintenance which have not been carried out by the licensee and return the balance amount, if any.

[Handwritten Signature]



[Handwritten Signature]

submissions into English at its costs and expenses. Both parties however may agree upon use of Hindi as the sole language.

(d) Enforcement of Award

The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provisions of the Arbitration Act subject to the rights of the aggrieved parties to secure relief from any higher forum.

11.3 Performance during Dispute

Pending the submission of and/or decision on a Dispute and until the arbitral award is published, the Parties shall continue to perform their respective obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

ARTICLE 12

REPRESENTATIONS AND WARRANTIES

12.1 Representations and Warranties of the licensee

The licensee represents and warrants to MCD that:

- (a) it is duly organised, validly existing and in good standing under the laws of India;
- (b) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- (c) it has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorise the execution, delivery and performance of this Agreement;
- (d) it has the financial standing and capacity to undertake the Project;
- (e) this Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- (f) the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the licensee's Memorandum and Articles of Association or any Applicable Laws or any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets are bound or affected;
- (g) there are no actions, suits, proceedings or investigations pending or to the licensee's knowledge threatened against it at law or in equity before any court or before any other judicial, quasi judicial or other authority, the outcome of which may constitute licensee Event of Default or which individually or in the aggregate may result in Material Adverse Effect;
- (h) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Agency which may result in Material Adverse Effect;
- (i) it has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect;
- (j) Without prejudice to any express provision contained in this Agreement, the licensee acknowledges that prior to the execution of this Agreement the licensee has after a complete and careful examination made an independent evaluation of the Project

[Handwritten Signature]



[Handwritten Signature]

Facilities, and the information provided by MCD, and has determined to its satisfaction the nature and extent of risks and hazards as are likely to arise or may be faced by the licensee in the course of performance of its obligations hereunder.

- (k) The licensee also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that MCD shall not be liable for the same in any manner whatsoever to the licensee.

12.2 Representations and Warranties of MCD

MCD represents and warrants to the licensee that:

- (a) That it is duly incorporated under the laws of India and has the power to conduct its business as presently conducted and to enter into this Agreement;
- (b) That it has full power, capacity and authority to execute, deliver and perform this Agreement and has taken all necessary sanctions and approvals and followed all the procedure required to authorise the execution, delivery and performance of this Agreement
- (c) Nothing in this Agreement conflicts with its constitutional authority, mandate, or any law or any other agreement, understanding or arrangement or any judgment, decree or order or any statute, rule or regulation applicable to it
- (d) All approvals and permissions as are necessary for the execution of this Agreement have been obtained and all the required procedure for the due execution of this Agreement have been adhered to and further that this Agreement will be valid, legal and binding against it under the Indian Law;

12.3 Obligation to Notify Change

In the event that any of the representations or warranties made/given by a Party ceases to be true or stands changed, the Party who had made such representation or given such warranty shall promptly notify the other of the same.

ARTICLE 13

MISCELLANEOUS

13.1 Assignment and Charges

- (a) The licensee shall not assign in favour of any person this Agreement or the rights, benefits and obligations hereunder save and except with prior consent of MCD.
- (b) The licensee shall not create nor permit to subsist any Encumbrance over the Project Facilities except with prior consent in writing of MCD.
- (c) Restraint set forth in clause (a) and (b) above shall not apply to:
- (i) liens/encumbrances arising by operation of law (or by an agreement evidencing the same) in the ordinary course of business of the licensee;
 - (ii) Pledges/hypothecation of goods/stocks/moveable assets, revenue and receivables as security for indebtedness, in favour of the Lenders and working capital providers for the Project;
 - (iii) assignment of licensee's rights and benefits under this Agreement to or in favour of the Lenders for financial assistance provided by them.



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33

13.2 Interest and Right of Set Off

Any sum which becomes payable under any of the provisions of this Agreement by one Party to the other Party shall, if the same be not paid within the time allowed for payment thereof, shall be deemed to be a debt owed by the Party responsible for payment thereof to the Party entitled to receive the same. Such sum shall until payment thereof carry interest at prevailing prime lending rate of State Bank of India per annum from the due date for payment thereof until the same is paid to or otherwise realised by the Party entitled to the same. Without prejudice to any other right or remedy that may be available under this Agreement or otherwise under law, the Party entitled to receive such amount shall also have the right of set off.

Provided the stipulation regarding interest for delayed payments contained in this Article 13.2 shall neither be deemed nor construed to authorise any delay in payment of any amount due by a Party nor be deemed or construed to be a waiver of the underlying breach of payment obligations.

13.3 Governing Law and Jurisdiction

This Agreement shall be governed by the laws of India. The Courts at Delhi shall have jurisdiction over all matters arising out of or relating to this Agreement.

13.4 Waiver

- (a) Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:
- (i) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;
 - (ii) shall not be effective unless it is in writing and executed by a duly authorised representative of such Party; and
 - (iii) shall not affect the validity or enforceability of this Agreement in any manner.
- (b) Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver/breach of any terms, conditions or provisions of this Agreement.

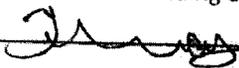
13.5 Survival

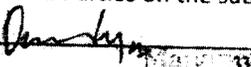
Termination of this Agreement

- (a) shall not relieve the licensee or MCD of any obligations already incurred hereunder which expressly or by implication survives Termination hereof, and
- (b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

13.6 Amendments

This Agreement and the Schedules together constitute a complete and exclusive understanding of the terms of the Agreement between the Parties on the subject hereof



and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

13.7 Notices

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery, recognised international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

If to MCD :

The Manager
Ghazipur Slaughter House
Municipal Corporation of Delhi (MCD)
Delhi Food Processing Complex (Meat)
Integrated Freight Complex
Pocket-B, Behind Poultry Market
Ghazipur, Delhi-110096

If to the licensee:

The General Manager (North)
Frigorifico Allana Ltd.
A-15, Site-IV, Industrial Area
Sahibabad-201010, Distt. Ghaziabad
Ph No: 0120-2895411, 2896159
Fax No. 0120-2896147

Or such address, telex number, or facsimile number as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered

- (i) in the case of any communication made by letter, when delivered by hand, by recognised international courier or by mail (registered, return receipt requested) at that address, and
- (ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

13.8 Severability

If for any reason whatsoever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under this Agreement or otherwise.

[Handwritten Signature]



[Handwritten Signature]
34
Ghazipur Slaughter House
Municipal Corporation of Delhi

13.9 No Partnership

Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.

13.10 Language

All notices required to be given under this Agreement and all communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language and true translation into English language if Hindi is used at user's costs and expenses.

13.11 Exclusion of Implied Warranties etc.

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties and any representation by any Party not contained in a binding legal agreement executed by the Parties.

13.12 Counterparts

This Agreement may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Agreement but shall together constitute one and only the Agreement.

IN WITNESS WHEREOF THE, PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED SEALED AND DELIVERED

For and on behalf of MCD by:

For and on behalf of Licensee by:

Dr. Om Parkash
 Manager
 Ghazipur Slaughter House
 04/08/09

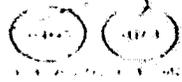
Fazal Qureshi
 General Manager-North
 M/s. Frigorifico Allana Ltd.
 4/8/09



In the presence of:

1) *RWS*
 04.08.09
 RAJESH KR. SHARMA
 NODAL OFFICER
 CHAZIPUR SLAUGHTERHOUSE
 1/2351, GALI No. 4,
 (NEAR SHANTI BUILDING)
 SHAHDARA, DELHI-32

2) *D. B. SABHARWALL*
 4/8/09
 D. B. SABHARWALL
 DIRECTOR
 ALLANA SONS LTD



ANNEXURE - A/3 442

East Delhi Municipal Corporation
Veterinary Services Department
Office of Addl. Director (VS)
Ghazipur Slaughter House
E-mail:-slaughterhousegzp@gmail.com

No. E.D.M.C./VS/GSH/2019/ 232

Dated: - 20/7/19

OFFICE ORDER

The Commissioner, EDMC vide orders dated 30.07.2019 is pleased to extend the Lease Agreement for the Operation and Maintenance of Ghazipur Slaughter House and Carcass Utilization-cum-Rendering Plant for a period of six months starting from 04.08.2019. The Operation and Maintenance would be as per the terms and conditions laid down in the Lease Agreement as signed between M/S FAPL (i.e. the existing lessee) and the erstwhile MCD including the royalty. Whereas rendering plant would be run as per the agreement dated 13.08.2010 and its subsequent extension vide office order No. 1154/DVS/EDMC/2015 dated 13.08.2015.

This issues with the approval of the Commissioner, EDMC.

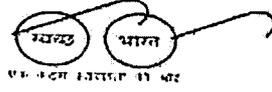
Incharge
Ghazipur Slaughter House

M/S Frigorifico Allana Pvt. Ltd.
Ghazipur Slaughter House

Copy for kind information to:-

1. Addl. Commissioner-II
2. Addl. Commissioner-III
3. DC/Shah (S) Zone
4. Director (VS)/EDMC
5. O.S.D. to Commissioner for information to the Commissioner, EDMC
6. P.S. to Hon'ble Mayor, EDMC
7. P.S. to Chairman (Standing Committee), EDMC
8. P.S. to Leader of House, EDMC
9. P.S. to Leader of Opposition, EDMC

Incharge
Ghazipur Slaughter House



ANNEXURE - A/4 443

East Delhi Municipal Corporation
Veterinary Services Department
Office of Addl. Director (VS)
Ghazipur Slaughter House
E-mail:-slaughterhousegzp@gmail.com

No. E.D.M.C./VS/GSH/2020/ 596

Dated: - 15-01-2020

OFFICE ORDER

The Commissioner, EDMC vide orders dated 06.01.2020 is pleased to extend the Lease Agreement for the Operation and Maintenance of Ghazipur Slaughter House and Carcass Utilization-cum-Rendering Plant for a period of three months starting from 04.02.2020. The Operation and Maintenance would be as per the terms and conditions laid down in the Lease Agreement as signed between M/S FAPL (i.e. the existing lessee) and the erstwhile MCD including the royalty. Whereas the rendering plant would be run as per the agreement dated 13.08.2010 and its subsequent extension vide office order No. 1154/DVS/EDMC/2015 dated 13.08.2015.

This issues with the approval of the Commissioner, EDMC.

Incharge
Ghazipur Slaughter House

M/S Frigorífico Allana Pvt. Ltd.
Ghazipur Slaughter House

Copy for kind information to:-

1. Addl. Commissioner-II
2. Addl. Commissioner-III
3. DC/Shah (S) Zone
4. Director (VS)/EDMC
5. O.S.D. to Commissioner for information to the Commissioner, EDMC
6. P.S. to Hon'ble Mayor, EDMC
7. P.S. to Chairman (Standing Committee), EDMC
8. P.S. to Leader of House, EDMC
9. P.S. to Leader of Opposition, EDMC

Incharge
15/1/20
Ghazipur Slaughter House



**EAST DELHI MUNICIPAL CORPORATION
VETERINARY SERVICES DEPARTMENT
GHAZIPUR SLAUGHTER HOUSE**

No: EDMC/VS/GSH/2020/60

Dated: 15.07.2020

To,

✓
M/s Frigorifico Allana Pvt. Ltd.
Ghazipur Slaughter House
Ghazipur, Delhi-110096.

The Hon'ble Mayor vide orders dated 13.07.2020 has given anticipatory approval regarding the extension of lease period of Ghazipur Slaughter House and the Rendering Plant for two years w.e.f. 04.05.2020. Further, it is ordered that tendering process should be completed within this period. As such the extension period is of two years or till the tender is finalized, whichever is earlier on the same terms and conditions mentioned in the agreement dated 04.08.2009 for Ghazipur Slaughter House and agreement dated 13.08.2010 for rendering plant followed by its renewal on 13.08.2015 executed between the erstwhile MCD and M/s FAPL.

Further, you would ensure that all the norms related to the social distancing to contain the spread of Covid-19 pandemic are complied with in compliance to various orders issued by the Govt. of India/Delhi Disaster Management Authority from time to time.

You are, therefore, requested to kindly make the Slaughter house, Rendering plant and Live stock markets operational with immediate effect.

✓
In Charge
Ghazipur Slaughter House

Distribution:-

1. Addl. Commissioner-II
2. CA-cum-FA
3. OSD to commissioner for commissioner's information please
4. Director (VS)
5. Addl. Director (VS)

Copy for kind information to:-

1. PS to Hon'ble Mayor
2. PS to Chairman standing committee
3. PS to Leader of the House
4. PS to Leader, Opposition

✓
15/7/20
In Charge
Ghazipur Slaughter House

Sub: - Regarding Handing over/Taking over of all facilities/infrastructure.

Sir,

Please find enclosed herewith details of project site and facilities handed over to you as per details given below:-

1. Slaughter House main building, Utility Block, Housing Block, Lairage, Guard Rooms, Green Area, Underground & over head water tank etc.
2. Animal Reception open space
3. Sub-stations
4. Effluent Treatment Plant
5. Livestock Market (Sheep & Goat)
6. Livestock market (Buffalo)
7. Hutment/Kharkas
8. Fire fighting system with Under Ground RCC Static Water Tank 350 M³
9. Animals pathway and under pass
10. Air conditioning system

All above facilities/infrastructures have been checked and signed by your company representatives/engineers and EDMC engineers jointly subject to the genuineness of the inventory.

Handed Over

(Signature)
 (TARIQ ANWAR) AUTHORIZED SIGNATORY
(Signature)
 Ajay Kumar Mittal AUTHORIZED SIGNATORY

5th March 2021
 11:39 am



Taken Over

(Signature)
 5/3/2021, 1:39
 Dr. Sunil K. Ranga
 (09) 97177874

0/c

ANNEXURE - A/7

ALLANA CENTRE,
113/118 M.G. ROAD, FORT,
MUMBAI-400 001, INDIA.

446

Allana®

Frigorifico Allana Private Limited

SITE : MCD SLAUGHTER HOUSE,
BEHIND FISH & POULTRY MARKET,
FOOD PROCESSING COMPLEX,
POCKET-B, GHAZIPUR,
DELHI-110096

PHONE : (91-22) 64569000 / 22628000
FAX : (91-22) 2269570 / 22628076
EMAIL : modfo@ghazipur@allana.com
WEBSITE : www.allana.com

Through Email/By Hand

Ref: CALL/EDMC/20/2021/27

Date: 03.03.2021

To
The Chairman
DCC Pollution Control Committee
Wazirpur, Delhi

Handwritten signature
03/03/2021
DCC POLLUTION CONTROL COMMITTEE
WAZIRPUR, DELHI

Sub: Intimation about cessation of Operation at EDMC Slaughter House, Ghazipur, Delhi

Reference to the subject matter, It is hereby submitted that the Company Frigorifico Allana Pvt Ltd was operating the Slaughter House under a License Agreement executed between the Company and East Delhi Municipal Corporation for the period of 10 years which comes to an end in the Month of August 2019 and subsequently the plant was in operation with certain extensions. The operation was last extended on 15.07.2020 for two years or finalisation of Tender process whichever is earlier.

Further, the EDMC has finalised the Tender Process and executed a new Lease Agreement with new operator. Therefore, the Company Frigorifico Allana Pvt Ltd has to cease its operation and now onwards Company will not be responsible towards the compliance of provisions of DPCC Consent DPCC/WMC/2018/42577 for Slaughter House and DPCC/WMC/2018/43212 for Rendering Plant. Further, we are dismantling the OCEMS system which was installed by the Company.

In view of the above facts and circumstances, the Company Frigorifico Allana Pvt Ltd is hereby withdraw itself from the compliance under the provisions of DPCC guidelines and applicable laws. It is requesting you to kindly update the same in your record accordingly.

Thanking you,

For Frigorifico Allana Pvt Ltd

(Handwritten signature)
(Authorised Signatory)



CC: Sr. Environment Engineer, DPCC

Municipal Corporation of Delhi
Department of Veterinary Services
Ghazipur Slaughter House

447/8
ANNEXURE-A/8

No. 649/MGSH/2009

Dated 17.08.2009

To

The Ex. Engineer
Water Plan-III
Delhi Jal Board
Jhandewalan, Delhi

Subject:- Regarding water connection for Ghazipur Slaughter House, Municipal Corporation of Delhi.

Sir,

MCD has established a modern Slaughter House at Ghazipur as per orders of the Hon'ble Supreme Court of India. Water connection is required for running the slaughter house, Live Stock Market for sheep & goat and Buffalo and other facilities available at site. The requirement of water and other detail duly filled up on the prescribed performa are enclosed herewith.

It is, therefore, requested to kindly get water connection for 10.40 Lacs ltrs. at the aforesaid site at the earliest so that orders of the Hon'ble Supreme Court of India may be complied with.

OFFICE OF C.E.-II
M.C.D.
Diary No. P-286/
Date...18/8/09

[Signature]
Manager
Ghazipur Slaughter House
17.08.09

20217/945
19.8.09

Copy for kind information to:-

1. Chief Engineer-II
2. Director (VS)
3. Ex. Engineer (Pr.)/Shahdara (North)-I with the request to follow up the action with Delhi Jal Board
4. Nodal Officer, Ghazipur Slaughter House

138/MGSH/09
19/8/09

at was to be
dealt by V&S dept.
1
19/8

[Signature] V-S
[Signature] M. SH.
[Signature] 08-8-09

keep it in the main file
nodal officer
[Signature]
Need to be done

VAKALATNAMAIN THE COURT OF National Green Tribunal, New DelhiO.A No. 214 of 2021Shailesh Singh Piff./Petition/Appellant

Versus

Central Pollution Control Board & Ors. Defdt./Respdt.Know all to whom these presents shall come that I/we Dewesh Kumar, Senior Manager(law) at Frigorifico Allana Pvt. Ltd the above-named Respondent 4 do hereby appoint,**SHARIQ ABBAS ZAIDI, MANSI CHAHAL**
ADVOCATE

Chamber No. 7, Trishul Tower (Infront of Pacific Mall)

Kaushambi, Ghaziabad (U.P.)

Tel : 9868369914, 0120-4115171

E-mail : info@sazaidiassociates.com

Website : www.sazaidiassociates.com

(hereinafter called the Advocate) in the above-note case and authorise him/her:-

To act appear and the same may be tried or heard

To sign, file and review, revision, restoration of Affidavits or other documents

said case in all its stages.

To file and take back documents.

To withdraw, or compromise the said case, or submit to arbitration any differences or disputes that may arise touching or in any manner relating to the said cause.

To take out execution proceedings.

To deposit draw and receive moneys and grant, receipts there for and to do all other acts and things which may be necessary to be done for the progress and in the course of the prosecution of the said cause.

To appoint and instruct any other Legal Practitioner authorising him/her to exercise the power and authorities hereby conferred upon the advocate whenever they may think fit to do so.

And I/We, the undersigned to hereby agree ratify and confirm all acts done by the Advocate or his substitute in the matter as my/our own acts, as if done by me/us to all intents and purposes And I/We, undertake that I/we or my/our duly authorised agent would appear in the Court on all hearings.

And I/we the undersigned, do hereby agree not to hold the advocate or his substitute responsible for the result of the said cause in consequence of their absence from the court when the said cause is called up for hearing, or for any negligence of the said Advocate or his substitute.

And I/We, the undersigned, do hereby agree that in the event of the whole or any part of the fee agreed by me / us to be paid to the Advocate remaining unpaid they shall be entitled to withdraw from the prosecution of the said cause until the same is paid up. If any costs are allowed from an adjournment, the Advocate would be entitled to the same.

In witness where of I/We hereon to set my/our hand to these presents the, contents of which have been understood by me/us this.....11th day of May 2022Mansi Chahal
AcceptedDewesh Kumar
Client