

21/12/2020

1

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, SITTING AT NEW DELHI**

**COUNTER AFFIDAVIT ON BEHALF OF
M/s INDUS MINES AND MINERALS**

In Ref:

In Ref:

APPEAL Nos. 263/264 OF 2018



IN THE MATTER OF:

Amit Upadhya

.....

Appellant

Versus

**State Level Environmental Impact Assessment Authority, Uttar Pradesh
& others**

.....

Respondents

I, Vikas Parmani, aged about 44 years, son of Shri Hirda Parmani, resident of HIG 441, E-7, Arera Colony, Bhopal (M.P.), the deponent, do hereby solemnly affirm and state on oath, as under:-

1. That the deponent is Partner of M/s Indus Mines and Minerals, a Company incorporated under the Companies Act, and the mining lease was granted in its favour by the District Officer, Hamirpur, on 17.12.2019, for excavation of sand & morrum over an area of 17.408 Hectares, situate in Village Ramedi, Tehsil Hamiepur, District Hamirpur with effect from 17.12.2018 up to 16.12.2023. The annual estimated quantity of the said mining area is 2,78,502 cubic metre; and the State

Notary Mahoba
U.P. GOVT.
Reg No - 52(09)/2009

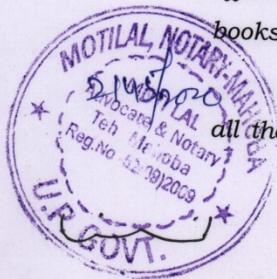
Level Environmental Impact Assessment Authority, Uttar Pradesh, Lucknow (hereinafter referred as SEIAA, Lucknow) issued the prior environmental clearance under the provisions of EIA Notification dated 14.09.2006, vide its letter dated 24.11.2018, for the area in question before excavation of the mining lease deed.

2. That the appellant, by way of aforesaid appeal, challenged the validity of procedure adopted by the State Level Environmental Impact Assessment Authority, Uttar Pradesh, Lucknow for issuing the prior environmental clearance in favour of the respondent and others before this Hon'ble Tribunal, but the answering respondent was only concerned to apply for obtaining the prior environmental clearance before execution of the mining lease deed and the State Level Environmental Impact Assessment Authority, Lucknow is competent to examine the application of the respondent, and thereafter issue the prior environmental clearance in accordance with the procedure prescribed in the EIA Notification dated 14.09.2006; and such authority is also competent to justify its decision for granting the prior environmental clearance before this Hon'ble Tribunal in favour of the respondent.

3. That in the above mentioned appeal, this Hon'ble Tribunal, vide order dated 23.01.2020, was pleased to direct as under:-

"Since it is stated that as per order of the Hon'ble Supreme Court, the applicant has to serve all the parties, the applicant may do so by email as well as by speed post and file an affidavit of service within two weeks. Paper books may also be served by email.

The State of Uttar Pradesh may also notify all the said parties within two weeks for which



list may be given by the applicant. The response of all such parties may be filed by email before the next date.

It is made clear that no adjournment will be granted on any ground on the next date.

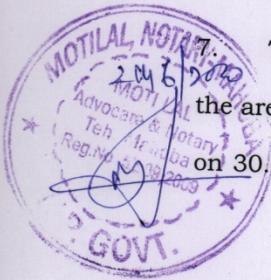
List for further consideration on 26.03.2020."

4. That in pursuance of the order dated 23.01.2020, passed by this Hon'ble Tribunal, the District Officer, Hamirpur informed the order dated 23.01.2020, passed by this Hon'ble Tribunal to the answering respondent, vide letter dated 23.02.2020..

5. That in compliance of the order dated 23.01.2020, passed by this Hon'ble Tribunal, as informed by District Officer, Hamirpur, this reply is being filed before this Hon'ble Tribunal, with the prayer that the financial liability of the respondent may be determined, in the interest of justice.

6. That this Hon'ble Tribunal, vide order dated 25.09.2009, was pleased to quash all the environmental clearances, subjected in the appeal, and such order dated 25.09.2019 was communicated by the District Officer, Hamirpur, vide its letter dated 30.09.2019, by which the answering was prohibited to conduct the mining operations on the area, then the answering respondent stopped the mining operations and again applied for environmental clearance, vide application dated 23.01.2020, before the SEIAA, U.P., Lucknow, which is pending for disposal.

That the answering respondent started the mining operations on the area with effect from 17.12.2018 and stopped the mining operations on 30.09.2019, and during this period has transported only 91,74,869



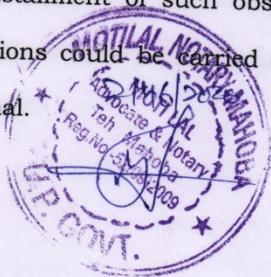
[Handwritten signature]

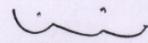
cubic metres sand & morrum by generating form e-MM-11 and the remaining quantity for removal is 1,03,633 cubic metres.

8. That the purpose of answering respondent, for submitting reply is limited to the extent only that the financial responsibility of the respondent must be decided and he may be declared to be liable for payment of bid amount per cubic metre multiplied by excavated quantity during the period the respondent was allowed to do the mining operations.

9. That the District Officer, Hamirpur was not competent to grant the mining lease in favour of the answering respondent without having prior environment clearance issued by the Regulatory Authority and the environmental clearance dated 24.11.2018, related to the area in question, is subject matter of this Appeal. Hence this Hon'ble Tribunal also made a clear cut direction to the District Officer, Hamirpur, for realizing the amount to the extent only for that quantity of mineral, which was excavated in pursuance of the environmental clearance, in the interest of justice, otherwise declare the lease agreement is null and void.

10. That it is submitted that the answering respondent has already again applied for environmental clearance, before the concerned authority, which is still pending for disposal. Hence, it is most respectfully prayed to this Hon'ble Tribunal to direct the SEIAA, U.P., Lucknow for disposal of same; and may kindly also be pleased to pass an order to prohibit the District Officer, Hamirpur for not demanding the installment of such obstructed period, during which no mining operations could be carried out due to order passed by this Hon'ble Tribunal.

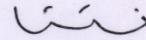



DEPONENT

VERIFICATION

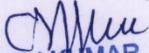
I, the above named deponent, do hereby verify that the contents of the paragraphs no. 1 to 10 of this counter affidavit are true to the best of my knowledge, and I have not suppressed any material fact.

Verified at on thisday of March, 2020.



DEPONENT

IDENTIFIED BY


MANOJ KUMAR
Advocate
G.F.-1, Shubh Apartment,
489/211, Vivekanandpuri,
Fajjabad Road, Lucknow-226007





VAKALATNAMA

IN THE COURT OF HON'BLE NATIONAL GREEN TRIBUNAL, PRINCIPAL
BENCH, NEW DELHI
Appeal NO - 263 of 2018 Appellant
Amrit Upadhaya

Versus

State Level Environment Impact Assessment Defdt./Respondent
Authority & others
Know all to whom these presents shall come that I/we Vikash Parmar

the above-named Respondent do hereby appoint,
Manoj Kumar, Advocate (En. U.P. 1502/78)
G.F.-1, Shubh Apartment, Vivekanand
Puri, Faizabad Road, Lucknow,
Mob. no. 09 532 10017

(hereinafter called the Advocates) to be my/our Advocate in the above-note case and authorise him :-
To act, appear and pleaded in the above-noted case in the Court, or in any other Courts in
which the same may be tried or heard and also in the appellate Courts.

To sign, file and present pleading, appeals, Cross-objections or petitions of execution,
review, revision, restoration, withdrawal, Compromise or other petitions, replies, objections, or
affidavits or other documents as may be deemed necessary or proper for the prosecutions of the
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 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 hereun to set my/our hand to these presents the contents of
which have been understood by me/us this.....day of.....

Accepted
Manoj Kumar
Advocate
G.F.-1, Shubh Apartment,
489/211, Vivekanandpuri,
Faizabad Road, Lucknow-226007

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL,
PRINCIPAL BENCH, SITTING AT NEW DELHI**

**COUNTER AFFIDAVIT ON BEHALF OF
M/s INDUS MINES AND MINERALS**

**In Ref:
APPEAL Nos. 263/264 OF 2018**

IN THE MATTER OF:

Amit Upadhya

.....

Appellant

Versus

**State Level Environmental Impact Assessment Authority, Uttar Pradesh
& others**

.....

Respondents

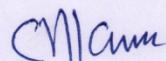
I N D E X

| S.No. | Particulars | Page Nos. |
|--------------|--|------------------|
| 1. | Counter Affidavit on behalf of respondent | 1 - 5 |
| 2. | Vakalatnama | 6 |

T H R O U G H

NEW DELHI

DATE: MARCH , 2020


**(MANOJ KUMAR)
ADVOCATE**

(U.P. 1502/78)

Counsel for the Respondent
G.F.-1, Shubh Apartment,
Vivekanandpuri, Faizabad Road,
Lucknow

Mobile: 09532100117

E-mail : manojkumar.dgm@gmail.com



उत्तर प्रदेश UTTAR PRADESH

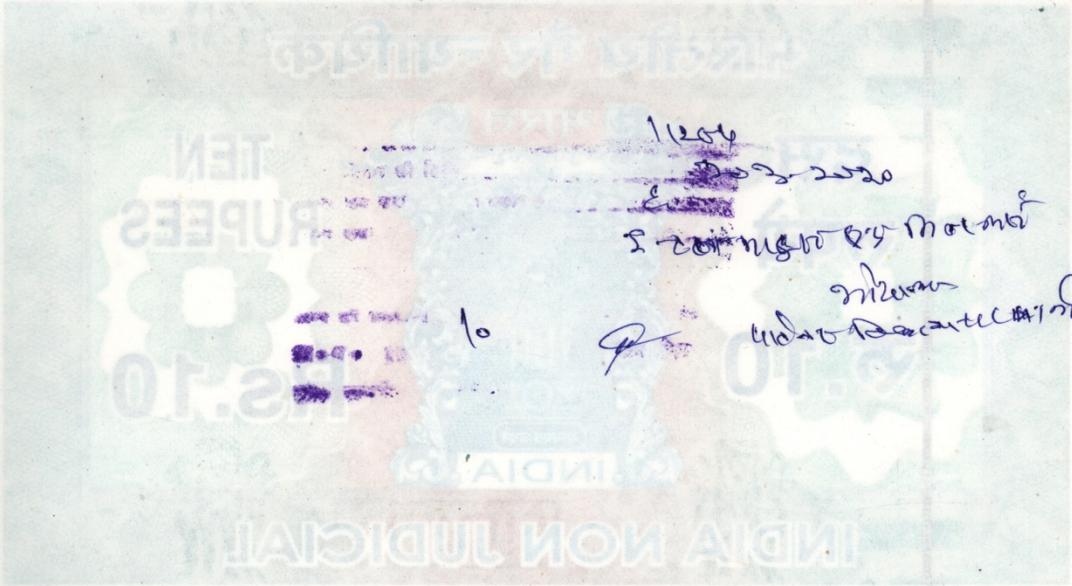
14AE 025057



Signature
 21/3/20

अभिहित दस्तावेज *मौजूदा मामला में प्रमाण के रूप में*
 पेश किया गया है और *पक्षों के बीच*
 पक्षों के बीच *पारस्परिक सहमति*
 से *पारस्परिक सहमति*
 10 क्रमिक रूप से *पारस्परिक सहमति*
 के अंतर्गत *पारस्परिक सहमति*
 जहाँ पक्षों के बीच *पारस्परिक सहमति*
 के अंतर्गत *पारस्परिक सहमति*
 के अंतर्गत *पारस्परिक सहमति*
 के अंतर्गत *पारस्परिक सहमति*

Signature
Moti Lal
 Notary & Advocate
 Mahoba (U.P.)



Handwritten notes in Hindi, including the word 'मामा' (Mama) and other illegible characters.

144E 025023

उत्तर प्रदेश (Uttar Pradesh)

Handwritten signature and date '21/3/22'.



Vertical text on the left side, possibly a list of names or a document title, written in Hindi.

Moti Lal
Notary & Advocate
Meerut (U.P.)