

**BEFORE THE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI
ORIGINAL APPLICATION NO. 237 OF 2020**

IN

ORIGINAL APPLICATION NO. 180 OF 2017(WZ)

*(Matter transferred from Western Zone Bench, Pune to Principal Bench, New
Delhi vide order dated 19.10.2020)*

IN THE MATTER OF:

Ms. Purva Pravin Bora & Ors.

...Applicant

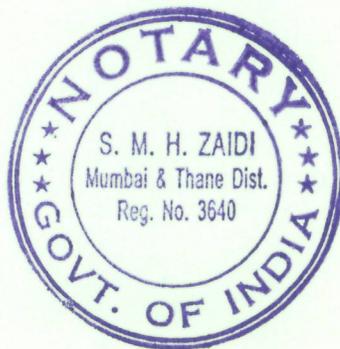
Versus

Ministry of Environment, Forest
and Climate Change & Ors.

... Respondent(s)

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THROUGH:

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PLACE: NEW DELHI
DATED: 09.03.2021



BEFORE THE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI
ORIGINAL APPLICATION NO. 180 OF 2017(WZ)
(Matter transferred from Western Zone Bench, Pune to Principal Bench, New Delhi vide order dated 19.10.2020)

IN THE MATTER OF:

Ms. Purva Pravin Bora & Ors. ...Applicant
 Versus
 Ministry of Environment, Forest and
 Climate Change & Ors. Respondent(s)

COUNTER AFFIDAVIT ON BEHALF OF RESPONDENT NO. 10
(NOW KNOWN AS KIMBERLY-CLARK INDIA PRIVATE LIMITED)
(FORMERLY KNOWN AS KIMBERLY-CLARK LEVER LIMITED)

MOST RESPECTFULLY SHOWETH:-

1. I, Ms. Tulika Jesrani, W/o Shri Jay Jesrani, aged about 38 years working as General Counsel, Kimberly-Clark Limited having office at Art Guild House A -09 - 3rd Floor Phoenix Market City LBS Marg, Kurla (West), Mumbai 400 070, do hereby solemnly affirm and state as follows.
2. That I, in my official capacity of General Counsel, Kimberly -Clark India Private Limited (formerly Kimberly-Clark Lever Private Limited) am fully conversant with the facts and circumstances of the present case and as such competent to swear this counter affidavit on behalf of Respondent No. 10.
3. That I have read and understood the present Original Application before filling of the present counter affidavit.
4. That the contents of the present Original Application which have not been specifically admitted hereunder are either a matter of record or are denied and the fact that the answering respondent may



not have separately denied each such allegation, assertion, averment and/or statement should not be read as an admission of the contents of the Original Application in any manner whatsoever, unless anything specific has been admitted herein under.

5. That the Answering Respondent craves liberty to raise any further submissions or to file additional affidavits if the needs arise during the pendency of the present proceedings.
6. That the present Original Application has been filed by the Applicants under section 14, 15 & 20 of the National green Tribunal Act, 2010 (hereinafter referred to as 'NGT Act') pertaining to implementation of several rules of the Solid Waste Management, Rules 2016 (hereinafter referred to as 'SWM Rules') more specifically to Rule 17(3) of the SWM Rules.
7. That the Answering Respondent herein i.e., Respondent No. 10 (hereinafter to be referred to as 'Answering Respondent') has been arrayed as one of the Respondent *vide* order dated 14.11.2017 passed by the Ld. National Green Tribunal, Western Zone Bench, Pune. However, it is submitted that the Answering Respondent was served with the copy of the present Original Application *vide* email dated 22.10.2020 through the Ld. Counsel on behalf of the Applicants. It is further submitted that the Answering Respondent had **not** been served with the complete copy of the Original Application as the annexures as filed along with the Original Application had not been supplied to the Answering Respondent at the time of service of the Original Application. I say that the annexures to the Original Application were only provided to the Answering Respondent on 05.11.2020, hence the Answering Respondent was unable to file its counter affidavit earlier.
8. That the Answering Respondent herein, shall place on record essential facts and circumstances leading to the present dispute,



which are germane for proper adjudication by this Ld. Tribunal. The Answering Respondent is placing on record its preliminary submissions and legal objections to the Original Application filed by the Applicants.

PRELIMINARY SUBMISSIONS & LEGAL OBJECTIONS

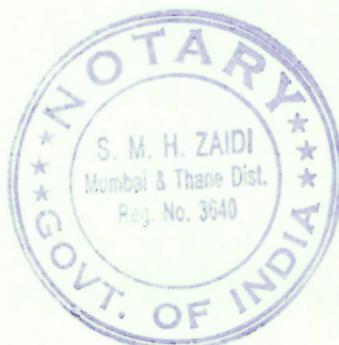
9. That the present Original Application deserves to be dismissed and the Answering Respondent herein wants to put preliminary submissions/ legal objections as well as brief facts before this Ld. Tribunal:

a. It is submitted that the Ld. National Green Tribunal, Central Zonal Bench, Bhopal in O.A. No. 30/2015 (CZ) titled as *PC Sharma vs Procter and Gamble Home Products Limited & Ors. vide order dated 03.08.2017* gave the direction:

"26. So far as the disposal of sanitary items is concerned, since the sanitary waste has been classed as Municipal Solid Waste by the CPCB / MoEF the Solid Waste Management Rules 2016 shall be applicable to the Respondent No. 1. Therefore, we also direct that the Respondent No. 1 shall comply with the Solid Waste Management Rules, 2016 by providing a disposal pouch or wrapper along with the packaged sanitary products for safe and proper disposal of used sanitary napkins and diapers. It shall also be obligatory for the Respondent No. 1 to undertake public awareness measures for disposal of used napkins and diapers in prescribed manner."

The True Copy of the order dated 03.08.2017 passed by the Ld. National Green Tribunal, Central Zonal Bench, Bhopal in O.A. No. 30/2015 (CZ) annexed herewith and marked as ANNEXURE R-1 at page 27 to 49 of the present reply.

b. It is further submitted that the said order dated 03.08.2017 was challenged by Procter and Gamble Home Products Limited, (Respondent No. 11 in the present proceedings) the Respondent therein by way of Review Application No.



08/2017. The Ld. National Green Tribunal, Central Zonal Bench, Bhopal found no ground to interfere with its order dated 03.08.2017 and dismissed the same.

The True Copy of the order dated 03.12.2019 passed by the Ld. National Green Tribunal, Central Zonal Bench, Review Application No. 08/2017 annexed herewith and marked as ANNEXURE R-2 at page 50 to 54 of the present reply

- c. It is further submitted that the order dated 03.08.2017 passed by the Ld. National Green Tribunal, Central Zonal Bench, Bhopal in O.A. No. 30/2015 (CZ) & the order dated 03.12.2019 passed by the Ld. National Green Tribunal, Central Zonal Bench, Bhopal in R.A. 08/2017 in O.A. No. 30/2015 (CZ) have been challenged by Procter and Gamble Home Products Limited before the Hon'ble Supreme Court of India in Civil Appeal No. 835 of 2020 titled as *M/s Procter and Gamble Home Products Limited (now known as Procter and Gamble Home Products Private Limited) versus PC Sharma & Ors.* wherein the Hon'ble Supreme Court *vide* order dated 27.01.2020 has directed that *status quo* to be maintained by the parties. It is therefore submitted that the subject matter of the present matter which is the implementation and interpretation of Rule 17 of SWM Rules is *sub-judice* before the Hon'ble Supreme Court, however, the answering respondent is not a party to those proceedings.

The True Copy of the order dated 27.01.2020 passed by the Hon'ble Supreme Court in Civil Appeal No. 835 of 2020 annexed herewith and marked as ANNEXURE R-3 at page 55 to 56 of the present reply.

- d. It is submitted that the Applicants more particularly the Applicant No. 1 in her affidavit dated 10.11.2017 attached along with the present Original Application has made a general



assertion that she purchased sanitary napkin pads and she did not receive any disposal pouch along with it. It is submitted that the Applicants have made a generic statement that no separate pouches are being given with the sanitary napkins even though some advertisement of such sort are being shown on various channels, however, the Applicant No. 1 has annexed only a bill of purchase of a sanitary pad manufactured by P&G who is Respondent No. 11 in the present proceedings. It is further submitted that the Applicants have made a generic statement that some advertisements of such sort (regarding disposal of sanitary pads) were being shown on various channels, however, no details of any such advertisements or channels is given by the Applicants nor it is specified which brand/ manufacturer was showing such advertisements.

- e. It is also submitted that the Applicants have consciously selected only a handful of International brand owners/ manufacturers while negating the rest of the manufacturers including the Indian/ local manufacturers/ brand owners. It is further submitted that the Answering Respondent only has a market share of about 0.2% in sanitary pads industry which is negligible and has a market share of about 10% in baby care industry/ diaper industry, however, only the Answering Respondent and three other manufacturers/ brand owners have been arrayed as parties in the present proceedings and the rest of the manufacturers have not been arrayed as parties in the present proceedings which is manifestly arbitrary. It is submitted that for proper implementation of SWM Rules, the same should be done at an industry level under which all the companies should participate and the same cannot be done at a micro level while only making a handful of International brand owners/ manufacturers as party in the present



proceedings while negating the rest of the manufacturers including the Indian/ local manufacturers/ brand owners.

- f. It is further submitted that there are two parts to Rule 17(3) of SWM Rules the fact which seems to have been overlooked by the Applicants. Rule 17(3) states as under:

“17(3): Manufacturers or brand owners or marketing companies of sanitary napkins and diapers shall explore the possibility of using all recyclable materials in their products or they shall provide a pouch or wrapper with the packet of their sanitary pads”

- g. It is submitted that the first part of Rule 17(3) is with regards to the onus of the Manufacturers or brand owners or marketing companies of sanitary pads and diapers to exploring the possibility of using all recyclable materials in their products. With regards to the first part of Rule 17(3) it is submitted that the Answering Respondent is in the middle of exploring the possibility of using all recyclable material in its entire range of diapers and sanitary pads more so as merely providing a pouch / wrapper would be even more detrimental to the environment. It is surprising that the Applicants who claim to be environmentally conscious are in fact seeking such a relief which in turn could result in harming the environment. It is further submitted that the Answering Respondent has made a dedicated Research and Development Team (R&D) to tackle the obstacle of using all recyclable materials internally as well as through external vendors as it is difficult to recycle the diapers or sanitary pads once it gets contaminated with bodily fluids/ urine/ blood, etc. and requires specific infrastructure and machinery to assess the feasibility of using recyclable materials in all its Diapers and/or sanitary pads. This effort is being taken at the global level of the Answering Respondent.



However, it is submitted that the Answering Respondent is in the processes of developing the best possible solution for the use of all recyclable material in its products while not sacrificing on quality and efficacy thereof hence, the allegation of the Applicants that the Answering Respondent being one of the major/ dominant brand owner/ manufacturers is not complying with Rule 17(3) of SWM Rules is false and denied as being contrary to the factual position.

- h. It is also submitted that Answering Respondent is also fully compliant with Rule 17 of SWM and the details regarding the same are given the below paragraphs.

COMPLIANCE WITH RULE 17(1) OF SWM RULES

- i. It is submitted that Rule 17(1) of SWM Rules relates to providing necessary financial assistance to local authorities for establishment of waste management system. With regards to the same it is submitted that under the said Rule the manufacturers/ brand owners shall provide financial assistance to the local authorities for establishment of waste management system. It is submitted that establishment of waste management system shall entail a system of effective waste management being introduced by the local authorities for which financial assistance shall be provided by the manufacturers/ brand owners. It is humbly submitted that as far as the Answering Respondent is concerned it is not within our knowledge whether any such system is being established by the local authorities, hence, till date the Answering Respondent has not provided any such assistance to the local authorities. It is further submitted that Rule 17(1) only relates to necessary and one-time assistance for establishment of waste management system and hence, it cannot be in any shape or form construed to be a recurring assistance. It is lastly



submitted that under the said Rule only necessary financial assistance can be sought from the manufacturers or brand owners, however, the entire burden of establishment of waste management system cannot be put on the shoulders of the manufacturers or brand owners. It is humbly submitted that there are no guidelines from the Central or the State Government for collection of the financial assistance or any mechanism so established. There cannot be generic demand for financial assistance without there being a specific and objective standard laid down by executive order passed under the SWM Rules. It is further submitted that as per provisions of SWM Rules the primary duty of establishment of Waste Management System is on the Local Authority. Under the SWM Rules the brand owner's duty has been enumerated as one-time financial assistance for the establishment of the Waste Management System. It cannot be the intention of the legislature that the Role and Functions of the Local Municipal Corporations such as Public health, sanitary conservancy, solid waste management, etc. for which they collect taxes through property tax, tax on trade, tax on advertisement, service charge, water tax, electricity tax, tax under solid waste management act, etc. and have a dedicated budget cannot abdicated towards the brand owners under these Rules. The assistance contemplated under this Rule is for establishment of waste management system and it needs to be interpreted accordingly. That being said, it is pertinent to note that the Answering Respondent has paid approximately Rupees 73 lakhs as Swachh Bharat Cess to the State bodies from 15.11.2015 to 30.06.2017. It is pertinent to note that the Swachh Bharat Cess is being levied by the Government of India with the object of financing a clean India movement.



Note: Post 01.07.2017, the Swachh Bharat Cess came into the ambit of GST, hence no separate payments were done post GST implementation.

COMPLIANCE WITH RULE 17(2) OF SWM RULES

- j. It is submitted that Rule 17(2) of SWM Rules relates to brand owners putting in place a system to collect back the packaging waste generated by it which is essentially non-biodegradable in nature. With regards to the same it is submitted that the Answering Respondent has entered into a definite Memorandum of Understanding (hereinafter referred to as 'MOU') with Waste Ventures India which is an independent third party for collection of post-consumer flexible plastic packaging waste, from waste pickers and or housing societies for recycling and or for co-processing. It is further submitted that the Answering Respondent is in further discussion/dialogue with Waste Ventures India for further expansion of waste collection. Therefore, it is humbly submitted that the Answering Respondent has in place a system to collect back the waste generated from its product and hence, it is submitted that answering respondent is fully compliant with Rule 17(2) of SWM Rules.

The True Copy of the MOU dated 19.10.2020 entered into between the Answering Respondent and Waste Ventures India is annexed herewith and marked as ANNEXURE R-4 at Page No. 57 to 69 of the present reply.

COMPLIANCE WITH RULE 17(3) OF SWM RULES

- k. It is submitted that there are two parts to Rule 17(3) of SWM Rules the fact which seems to have been overlooked by the Applicants. Rule 17(3) states as under:

"17(3): Manufacturers or brand owners or marketing companies of sanitary napkins and diapers shall explore the possibility of using



all recyclable materials in their products or they shall provide a pouch or wrapper with the packet of their sanitary pads”

As stated above, the first part of Rule 17(3) is with regards to the onus of the Manufacturers or brand owners or marketing companies of sanitary pads and diapers exploring the possibility of using all recyclable materials in their products. With regards to the first part of Rule 17(3) as submitted above, the Answering Respondent is in the middle of exploring the possibility of using all recyclable material in its entire range of diapers and sanitary pads, more so as merely providing a pouch / wrapper would be even more detrimental to the environment. As also submitted above, the Answering Respondent has made a dedicated Research and Development Team (R&D) to tackle to obstacle of using all recyclable materials as it is exceedingly difficult to recycle the diapers or sanitary pads once it gets contaminated with bodily fluids/ urine/ blood, etc. However, the Answering Respondent is in the process of developing the best possible solution for the use of all recyclable material in its products while not sacrificing on quality and efficacy thereof hence, the allegation of the Applicants that the Answering Respondent being one of the major/ dominant brand owner/ manufacturers is not complying with Rule 17(3) of SWM Rules is false and denied as being contrary to the factual position.

COMPLIANCE WITH RULE 17(4) OF SWM RULES

- i. It is submitted that Rule 17(4) relates to the duty of the manufacturers, brand owners educating the masses with regards to wrapping and disposal of its products. With regards to the same it is submitted that the Answering Respondent through its various advertisements, website, product wrappers, is educating the masses at large regarding safe wrapping and



disposal of sanitary waste. It is also submitted that answering respondent is fully complying with Rule 17(4) of the SWM Rules.

The True Copy of various packages & advertisements of Answering Respondent diapers and sanitary pads is annexed herewith and marked as **ANNEXURE R-5** at Page No. 70 to 81 of the present reply.

PARA WISE REPLY

10. In response to Para I-IV of the present application it is submitted that the Answering Respondent is compliant with the provisions of SWM Rules.

PARA WISE REPLY TO THE BRIEF FACTS OF THE CASE

11. It is submitted that the contents of Para 1 of the present Application as far as they are a matter of record need no reply, however, the contents of Para 1 as far as it relates to the Answering Respondent are misconstrued, and hence, denied. It is submitted that there are two parts to Rule 17(3) of SWM Rules the fact which seems to have been overlooked by the Applicants. Rule 17(3) states as under:

"17(3): Manufacturers or brand owners or marketing companies of sanitary napkins and diapers shall explore the possibility of using all recyclable materials in their products or they shall provide a pouch or wrapper with the packet of their sanitary pads"

It is submitted that the first part of Rule 17(3) is with regards to the onus of the Manufacturers or brand owners or marketing companies of sanitary pads and diapers to exploring the possibility of using all recyclable materials in their products. With regards to the first part of Rule 17(3) it is submitted that the Answering Respondent is in the middle of exploring the possibility of using all recyclable material in its entire range of diapers and sanitary pads as already



stated hereinabove and the same is not being repeated for the sake of brevity.

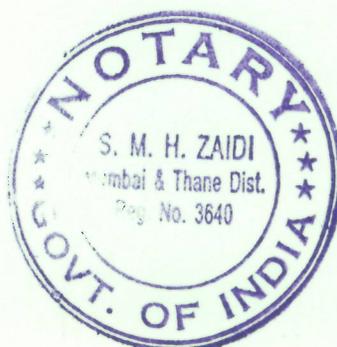
12. It is submitted that the contents of Para 2 to 6 of the present Application as far as they are a matter of record need no reply.
13. It is submitted that the contents of Para 7 to 10 of the present Application as far as they are a matter of record need no reply. However, it is submitted that the Answering Respondent is compliant with the SWM Rules as explained in the above paras.
14. It is submitted that the contents of Para 11 of the present Application as far as they are a matter of record need no reply. However, the contents of the instant para as far as they relate to non-compliance of certain provisions of SWM Rules are false, misconceived and hence, vehemently denied for the reasons mentioned above. It is submitted that the Answering Respondent is fully compliant with the provisions of the SWM Rules.
 - A. It is submitted that the contents of the instant para being verbatim of Rule 3(46) of SWM Rules being a matter of record need no reply.
 - B. It is submitted that the contents of the instant para being verbatim of Rule 3(41) of SWM Rules being a matter of record need no reply.
 - C. It is submitted that the contents of the instant para being verbatim of Rule 4(1)(b) of SWM Rules being a matter of record need no reply. However, it is submitted that the Answering Respondent as already explained in detail in the above paras has made a dedicated Research and Development Team (R&D) to tackle to obstacle of using all recyclable materials in all its products, as elaborated hereinabove. It is further submitted that as per the Guidelines on approval of



Sanitary Waste issued by Central Pollution Control Board (hereinafter referred to as CPCB) in May 2018, under head 7(i)(b) provides that *“In case producers does not provide wrapper or pouch, the used sanitary waste should be wrapped in old newspaper and placed in dry-waste bin for collection by authorized waste picker (during door-to-door collection)”*. Hence, it is submitted that on a conjoint reading of Rule 4(1)(b) read with 7(i)(b) of the Guidelines on makes it obligatory on the waste generator to dispose of the sanitary waste either in the pouch/ wrapper provided by the manufacturer or dispose of the sanitary waste in suitable wrapping material including old newspaper as instructed by the local authorities in dry-waste bin.

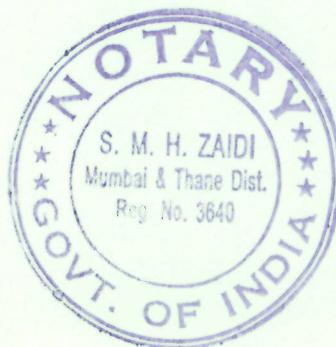
The True Copy of the Guidelines for Management of Sanitary Waste issued by CPCB in May 2018 is annexed herewith and marked as **ANNEXURE R-6** at Page No. 82 to 95 of the present reply.

- D. It is submitted that the contents of the instant para being verbatim of Rule 17 of the SWM Rules being a matter of record need no reply. However, it is submitted that the Answering Respondent as already explained in detail in the above paras is fully compliant with Rule 17 of SWM Rules.
15. It is submitted that the contents of the Para No. 12 being explanation of Rule 17 of the SWM Rules being a matter of record need no reply. However, it is submitted that the Answering Respondent as already explained in detail in the above paras is fully compliant with Rule 17 of SWM Rules.
16. It is submitted that the contents of Para 13 of the present Application as far as they are a matter of record need no reply, however, the contents of Para 13 as far as it relates to the Answering Respondent are misconstrued and hence, denied. It is submitted that



the Applicant No. 1 has made a general submission that she purchased a pack of sanitary pads by the name of Whisper which is not manufactured by the Answering Respondent but by Proctor and Gamble/ Respondent No. 11 (hereinafter referred to as P&G). It is further submitted that the Answering Respondent is complying with Rule 17 of SWM Rules and the same has been elaborately explained in the above paras.

17. It is submitted that the contents of Para 14 of the present Application as far as it relates to the Answering Respondent are misconstrued and hence, denied. It is submitted that the contents of the Para 9(k) and Para 11 of the present reply are reiterated and the same are not repeated for the sake of repetition.
18. It is submitted that the contents of Para 15 of the present Application as far as they are a matter of record need no reply, however, the contents of Para 15 as far as it relates to the Answering Respondent are false, contrary to the factual position and hence, denied. It is submitted that the Answering Respondent is fully compliant with the provisions of the SWM Rules and the same have been elaborately explained in the above paras.
19. It is submitted that the contents of Para 16 of the present Application as far as they are a matter of record need no reply.
20. It is submitted that the contents of Para 17 of the present Application as far as they are a matter of record need no reply.
21. It is submitted that the contents of Para 18 of the present Application as far as they are a matter of record need no reply.
22. It is submitted that the contents of Para 19 of the present Application as far as they are a matter of record need no reply.

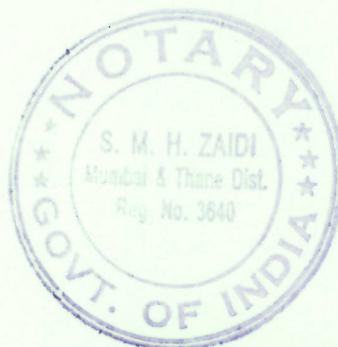


23. It is submitted that the contents of Para 20-23 of the present Application as far as they are a matter of record need no reply. However, it is submitted that the Answering Respondent being an environmentally conscious Company is fully compliant with the mandate of the law laid down under various statutes and is also compliant with the SWM Rules as explained in the above para. It is also submitted that the Answering Respondent through advertisement, packaging, is trying to educate the masses so that people dispose off the sanitary waste properly as already explained in the above paras.
24. It is submitted that the contents of Para 24 of the present Application as far as they are a matter of record need no reply.
25. It is submitted that the contents of Para 25 of the present Application as far as they are a matter of record need no reply.
26. It is submitted that the contents of Para 26 of the present Application does not concerns the answering respondent and hence, needs no reply
27. It is submitted that the contents of Para 27 of the present Application as far as they are a matter of record need no reply. However, as explained in the above paras the Answering Respondent through advertisement, packaging, is trying to educate the masses so that people dispose off the sanitary waste properly.
28. It is submitted that the contents of Para 28 of the present Application as far as they are a matter of record need no reply. However, it is submitted that the Answering Respondent is fully compliant with the provisions of the SWM Rules and the same have been elaborately explained in the above paras.
29. It is submitted that the contents of Para 29 of the present Application as far as they are a matter of record need no reply.



However, as explained in the above paras the Answering Respondent through advertisement, its website, is trying to educate the masses so that people dispose off the sanitary waste properly.

30. It is submitted that the contents of Para 30 of the present Application as far as they are a matter of record need no reply. However, it is submitted that the Answering Respondent being an environmentally conscious Company is fully compliant with the mandate of the law laid down under various statutes and is also compliant with the SWM Rules as explained in the above paras. It is also submitted that the Answering Respondent through advertisement, packaging, is trying to educate the masses so that people dispose off the sanitary waste properly as already explained in the above paras. As also stated above the Answering Respondent has entered into the MOU with Waste Ventures India for collection of post-consumer flexible plastic packaging waste, from waste pickers and or housing societies for recycling and or for co-processing. As also stated above, the Answering Respondent is in further discussion/ dialogue with Waste Ventures India for further expansion of waste collection.
31. It is submitted that the contents of Para 31 of the present Application as far as they are a matter of record need no reply. However, it is submitted that the Answering Respondent is in the middle of exploring the possibility of using all recyclable material in its products as has been elaborately explained in the above paras.
32. It is submitted that the contents of Para 32 of the present Application as far as they are a matter of record need no reply. It is further submitted that the task of garbage collection in Pune City and other cities does not fall within the jurisdiction or ambit of the Answering Respondent and hence, no reply is being put forth by the Answering Respondent. It is further submitted that the Answering Respondent is fully compliant with the provisions of the SWM



Rules and the same have been elaborately explained in the above paras.

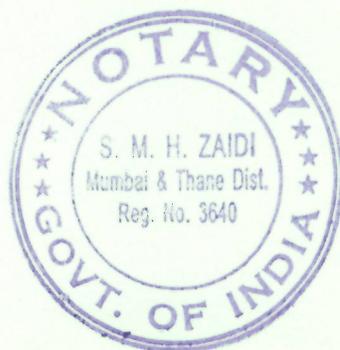
33. It is submitted that the contents of Para 33 of the present Application as far as they are a matter of record need no reply. It is further submitted that the task of waste management does not fall within the jurisdiction or ambit of the Answering Respondent and the same is required to be undertaken by the local authorities/ municipal corporations and hence, no reply is being put forth by the Answering Respondent. It is further submitted that the Answering Respondent is fully compliant with the provisions of the SWM Rules and the same have been elaborately explained in the above paras.
34. It is submitted that the contents of Para 34 of the present Application as far as they are a matter of record need no reply.
35. It is submitted that the contents of Para 35 of the present Application as far as they are a matter of record need no reply. It is further submitted that the contents of the present Para are not related to the Answering Respondent and hence, no reply is being put forth by the Answering Respondent.
36. It is submitted that the contents of Para 36 of the present Application as far as it relates to the Answering Respondent are false, contrary to the factual position and hence, denied and the contents of the para 9(k) & 11 are reiterated and the same is not repeated for the sake of repetition.
37. It is submitted that the contents of Para 37 of the present Application as far as it relates to the Answering Respondent are misconstrued and hence, denied and the contents of the para 9(k) & 11 are reiterated and the same is not repeated for the sake of repetition.



38. It is submitted that the contents of Para 38 of the present Application as far as they are a matter of record need no reply. It is further submitted that the contents of the present Para are not related to the Answering Respondent and hence, no reply is being put forth by the Answering Respondent.
39. It is submitted that the contents of Para 39 of the present Application as far as they are a matter of record need no reply.
40. It is submitted that the contents of Para 40 of the present Application as far as they are a matter of record need no reply.
41. It is submitted that the contents of Para 40-A of the present Application as far as it relates to the Answering Respondent are false, contrary to the factual position and hence, denied. It is submitted that the Answering Respondent being an environmentally conscious Company is one of the few manufacturers who are complying with the various statutes and is compliant with the SWM Rules as explained in the above paras. As stated above Answering Respondent has entered into a MOU with Waste Ventures India which is an independent third party for collection of post-consumer flexible plastic packaging waste, from waste pickers and or housing societies for recycling and or for co-processing. As also stated above, the Answering Respondent is in further discussion/ dialogue with Waste Ventures India for further expansion of waste collection.
42. It is submitted that the contents of Para 40-B of the present Application as far as it relates to the Answering Respondent are misconstrued and hence, denied. It is submitted that Rule 17(1) of SWM Rules relates to providing necessary financial assistance to local authorities for establishment of waste management system. With regards to the same it is submitted that under the said Rule the



manufacturers/ brand owners shall provide financial assistance to the local authorities for establishment of waste management system. It is submitted that establishment of waste management system shall entail a system of effective waste management being introduced by the local authorities for which financial assistance shall be provided by the manufacturers/ brand owners. It is humbly submitted that as far as the Answering Respondent is concerned it is not within its knowledge whether any such system is being established by the local authorities, hence, till date the Answering Respondent has not provided any such assistance to the local authorities. It is further submitted that Rule 17(1) only relates to necessary and one-time assistance for establishment of waste management system and hence, it cannot be in any shape or form construed to be a recurring assistance. It is lastly submitted that under the said Rule only necessary financial assistance can be sought from the manufacturers or brand owners, however, the entire burden of establishment of waste management system cannot be put on the shoulders of the manufacturers or brand owners. It is humbly submitted that there are no guidelines from the Central or the State Government for collection of the financial assistance or any mechanism so established. There cannot be generic demand for financial assistance without there being a specific and objective standard laid down by executive order passed under the SWM Rules. It is further submitted that as per provisions of SWM Rules the primary duty of establishment of Waste Management System is on the Local Authority. Under the SWM Rules the brand owner's duty has been enumerated as one-time financial assistance for the establishment of the Waste Management System. It cannot be the intention of the legislature that the Role and Functions of the Local Municipal Corporations such as Public health, sanitary conservancy, solid waste management, etc. for which they collect taxes through property tax, tax on trade, tax on advertisement, service charge, water tax, electricity tax, tax under solid waste



management act, etc. and have a dedicated budget cannot abdicated towards the brand owners under these Rules. The assistance contemplated under this Rule is for establishment of waste management system and it needs to be interpreted accordingly. That being said, it is pertinent to note that the Answering Respondent has paid approximately Rupees 73 lakhs as Swachh Bharat Cess to the State bodies from 15.11.2015 to 30.06.2017. It is pertinent to note that the Swachh Bharat Cess is being levied by the Government of India with the object of financing a clean India movement.

Note: Post 01.07.2017, the Swachh Bharat Cess came into the ambit of GST, hence no separate payments were done post GST implementation

43. It is submitted that the contents of Para 41 of the present Application as far as they are a matter of record need no reply. However, it is submitted that as suggested by the Applicants in Para E, the Answering Respondent was part of the pilot Red Dot Programme.

REPLY TO GROUNDS

44. That the contents of ground A does not pertain to the Answering Respondent and needs no reply. It is submitted that the Answering Respondent is fully compliant with the provisions of the SWM Rules and the same have been elaborately explained in the above paras.
45. That the contents of ground B as far as it relates to the Answering Respondent are false, contrary to the factual position and hence, denied. It is submitted that the Answering Respondent is fully compliant with the provisions of the SWM Rules including Rule 17 and the same has been elaborately explained in the above paras.
46. That the contents of ground C as far as it relates to the Answering Respondent are false, contrary to the factual position and hence,



denied. It is submitted that the Answering Respondent is fully compliant with the provisions of the SWM Rules including Rule 17 and the same has been elaborately explained in the above paras.

47. That the contents of ground D as far as it relates to the Answering Respondent are false, contrary to the factual position and hence, denied. It is submitted that the Answering Respondent is fully compliant with the provisions of the SWM Rules including Rule 17 and the same has been elaborately explained in the above paras.
48. That the contents of ground E as far as it relates to the Answering Respondent are false, contrary to the factual position and hence, denied. It is submitted that a detailed reply regarding the same has been provided in the above paras and the same is not repeated for the sake of repetition.
49. That the contents of ground F does not pertain to the Answering Respondent and needs no reply.
50. That the contents of ground G as far as it relates to the Answering Respondent are false, contrary to the factual position and hence, denied. It is submitted that a detailed reply regarding the same has been provided in the above paras and the same is not repeated for the sake of repetition.
51. That the contents of ground H as far as it relates to the Answering Respondent are false, contrary to the factual position and hence, denied. It is submitted that the Answering Respondent is fully compliant with the provisions of the SWM Rules and the same has been elaborately explained in the above paras and the same is not repeated for the sake of repetition.
52. That the contents of ground I as far as it relates to the Answering Respondent are false, contrary to the factual position and hence, denied. It is submitted that the Answering Respondent is fully



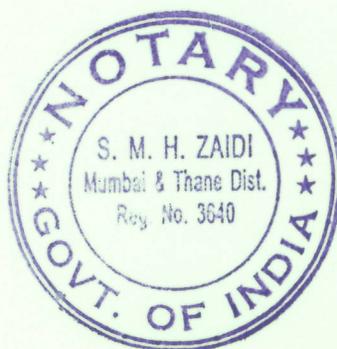
compliant with the provisions of the SWM Rules and the same has been elaborately explained in the above paras and the same is not repeated for the sake of repetition.

53. That the contents of ground J as far as it relates to the Answering Respondent are false, contrary to the factual position and hence, denied. It is submitted that the Answering Respondent is fully compliant with the provisions of the SWM Rules and the same has been elaborately explained in the above paras and the same is not repeated for the sake of repetition. It is further submitted that the submission of the Applicants that usage of vending machines in all cities will address effective implementation of SWM Rules is beyond comprehension of the Answering Respondent as the main thrust of SWM Rules is safe disposal of solid/ sanitary waste and not availability of sanitary napkins. Further, it is humbly submitted that it ought to be the final decision of the local/ municipal bodies as to how they wish to utilise the financial assistance under Rule 17(1).
54. That the contents of ground K does not pertain to the Answering Respondent and needs no reply.

REPLY TO LIMITATION CLAUSE

55. That the contents of the Para (i) are false, without any basis and hence, denied. It is pertinent to note that section 14(3) reads as follows:

*“No Application for adjudication of dispute under this section shall be entertained by the Tribunal unless it is made within a period of six months from the date on which the cause of action for such dispute arose:
Provided that that the Tribunal, may, if it is satisfied that the applicant was prevented by sufficient cause from filling the application within the period, allow it to be filled within a further period not exceeding sixty days ”*



It is submitted that the cause of action first arose when the Ministry of Environment, Forest and Climate Change (hereinafter referred to as 'MoEF')/ Respondent No. 1 had notified the SWM Rules *vide* S.O. 1357 (E) dated 08.04.2016. It is further submitted that MoEF/ Respondent No. 1 in its additional affidavit dated 16.10.2020 (specifically in Para 9 and 17) filed before the Hon'ble Tribunal has clarified that the SWM Rules shall come into force on the date of their publication in the official gazette i.e., 08.04.2016. Hence, the period of filing the application under section 14 of the NGT Act expired at best in December 2016. The present Application only came to be filed on 10.11.2017 and the same is hopelessly time barred as per Section 14(3) of the NGT Act and the same is liable to be dismissed on this ground alone. Further, the present Original Application has been filed without any accompanying application seeking condonation of delay and hence the same is liable to be dismissed.

56. That the contents of the Para (ii) are false, without any basis and hence, denied. It is submitted that Section 15 of the NGT Act is not applicable in the present proceedings and hence, the present Original Application is liable to be dismissed. It is pertinent to note that section 15 of the NGT Act reads as follows: -

“Section 15: Relief, compensation and restitution.

(1) The Tribunal may, by an order, provide,--

(a) relief and compensation to the victims of pollution and other environmental damage arising under the enactments specified in the Schedule I (including accident occurring while handling any hazardous substance);

(b) for restitution of property damaged;

(c) for restitution of the environment for such area or areas, as the Tribunal may think fit.

(2) The relief and compensation and restitution of property and environment referred to in clauses (a), (b) and (c) of sub-section (1) shall be in addition to the relief paid or payable under the Public Liability Insurance Act, 1991 (6 of 1991).

(3) No application for grant of any compensation or relief or restitution of property or environment under this section shall be entertained by the Tribunal unless it is made within a period



of five years from the date on which the cause for such compensation or relief first arose:

Provided that the Tribunal may, if it is satisfied that the applicant was prevented by sufficient cause from filing the application within the said period, allow it to be filed within a further period not exceeding sixty days.

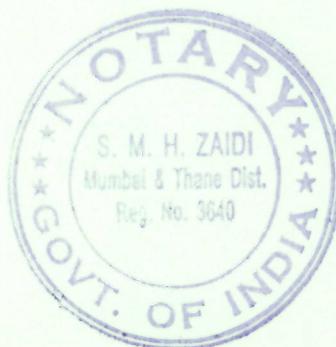
(4) The Tribunal may, having regard to the damage to public health, property and environment, divide the compensation or relief payable under separate heads specified in Schedule II so as to provide compensation or relief to the claimants and for restitution of the damaged property or environment, as it may think fit.

(5) Every claimant of the compensation or relief under this Act shall intimate to the Tribunal about the application filed to, or, as the case may be, compensation or relief received from, any other court or authority."

It is submitted that in the present proceedings none of the provisions of Section 15 of the NGT Rules gets triggered and hence, the present Application ought to be dismissed on the ground of limitation. It is submitted that the Answering Respondent is fully compliant with the provisions of the SWM Rules and the same has been elaborately explained in the above paras and the same is not repeated for the sake of repetition.

REPLY TO PRAYER CLAUSE

57. It is submitted that the contents of Prayer I of the present Application as far as it relates to the Answering Respondent are false, contrary to the factual position and hence, denied. It is further submitted that the Applicants in the present proceedings are fixated on only one part of Rule 17 (3) while negating the first part of the said rule and the same has been elaborately explained in the above paras and hence, no such directions maybe passed against the Answering Respondent.
58. It is submitted that the contents of Prayer II of the present Application does not pertain to the Answering Respondent and needs to reply. However, it is further submitted that the Applicants



in the present proceedings are fixated on only one part of Rule 17 (3) while negating the first part of the said rule and the same has been elaborately explained in the above paras and hence, no such directions maybe passed against the Answering Respondent.

59. It is submitted that the contents of Prayer III of the present Application as far as it relates to Answering Respondent are false, contrary to the factual position and hence, denied.
60. It is submitted that the contents of Prayer IV of the present Application does not pertain to the Answering Respondent and needs to reply. However, it is submitted that the Answering Respondent is fully compliant with the provisions of SWM Rules in toto and hence, no such directions maybe passed against the Answering Respondent.
61. It is submitted that the contents of Prayer IV(i) (Prayer IV seems to be repeated twice) of the present Application as far as it relates to the Answering Respondent are false, contrary to the factual position and hence, denied and the same has been elaborately explained in the above paras and hence, no such directions maybe passed against the Answering Respondent.
62. It is submitted that the contents of Prayer IV(ii) (Prayer IV seems to be repeated twice) of the present application as far as it relates to the Answering Respondent are false, contrary to the factual position as explained in the above paras and hence, denied. Therefore, no such directions maybe passed against the Answering Respondent.
63. It is submitted that the contents of Prayer V of the present Application does not pertain to the Answering Respondent and needs to reply.
64. It is submitted that the contents of Prayer VI of the present Application ought not to be allowed as the same has been filled



without any due diligence/ research as it has become evident from the present reply that the Answering Respondent is fully compliant with the provisions of the SWM Rules in toto.

- 65. It is submitted that the contents of Prayer VII of the present Application ought not to be allowed as the same has been filled without any due diligence/ research as it has become evident from the present reply that the Answering Respondent is fully compliant with the provisions of the SWM Rules in toto.

[Signature]
 DEPONENT

VERIFICATION

I, the abovenamed deponent, verify that the contents of this affidavit are true to the best of my knowledge and nothing material has been concealed therefrom.

Verified at Mumbai on this 11 of March 2021.

[Signature]
 DEPONENT



BEFORE ME
[Signature]
 S. M. H. ZAIDI
 NOTARY
 Government of India
 Mumbai & Thane Dist.
 11/3/2021
 11 MAR 2021

NOTED & REGISTERED
 Sr No. 2597 Page No. 12
 Date... 11 MAR 2021



**BEFORE THE NATIONAL GREEN TRIBUNAL
CENTRAL ZONAL BENCH, BHOPAL**

Original Application No. 30/2015 (CZ)

CORAM:

**Hon'ble Mr. Justice Dalip Singh
(Judicial Member)**

**Hon'ble Dr. S.S. Garbyal
(Expert Member)**

BETWEEN:

1. PC Sharma
S/o Late Shri M.L Sharma
R/o F-1/7 1100 Quarters, Bhopal

.....Applicant

Versus

1. M/s Proctor and Gamble Home Products Limited through its Plant Manager, Plot No 182-A Industrial Area, Mandideep 462046
2. Shri Shantanu Khosla,
Managing Director ,
M/s Proctor and Gamble Home products Limited, P&G Plaza,
Cardinal Gracias Road, Andheri East,
Mumbai
3. State of Madhya Pradesh,
Through the Principal Secretary,
Government of Madhya Pradesh,
Department of Commerce,
Industries and Employment,
Vallabh Bhawan, Bhopal

4. State of Madhya Pradesh,
Through The Principal Secretary,
Government of Madhya Pradesh,
Department of Urban Administration and Environment,
Vallabh Bhawan Bhopal
5. The Madhya Pradesh State Environment
Impact Assessment Authority
(MPSEIAA) through its Member
Secretary EPCO Building,
Paryavaran Parisar, E-5 Arera Colony,
Bhopal.
6. The Madhya Pradesh Audyogik Kendra
Vikas Nigam (MPAKVN) through its
Managing Director,
Tawa Complex, Bittan Market,
Bhopal
7. The Madhya Pradesh Pollution Control Board,
through its Member Secretary
Building, Paryavaran Parisa, E-5 Arera
Colony Bhopal
8. The Municipal Council, Mandideep
Through its Chief Municipal Officer,
Municipal Council Officer, Madideep,
District Raisen
9. The State of Madhya Pradesh,
through its Chief Medical and Health Officer
(CM&HO) District Raisen (Madhya Pradesh)
10. Ministry of Environment & Forests & Climate Change,
Regional Office (WZ),
Bhopal

.....Respondents

Counsel for Applicant :

Shri Ayush Dev Bajpai, Adv.

Counsel for State :

Shri Sachin K.Verma, Adv.

Counsel for MoEF:

Shri O. S. Shrivastava, Adv.

Counsel for MPPCB & MPSEIAA

Ms. Parul Bhadoria, Adv.

Counsel for Respondent No.1 :

**Shri Ajay Gupta, Adv. with
Shri Ankur Mittal, Adv.**

J U D G E M E N T

Reserved on July 20th, 2017
Pronounced on August 3rd, 2017

- 1) Whether the judgement is allowed to be published on the internet - yes / no
- 2) Whether the Judgement is to be published in the All India NGT Report - yes /no

DR. SATYAWAN SINGH GARBYAL, EXPERT MEMBER

1. In this OA filed on 25.04.2015, the applicant had submitted that the Respondent No.1 plant has been manufacturing since 1991 in Mandideep various home products including detergents, baby care products and other products having various chemical compositions. It has been submitted that while manufacturing these products it has been using toxic Savinase Enzyme, STPP, Sulphate, Soda, AC Base, Cellulose Methyl Carboxylate (CMC), Absorbent Gelling Material (AGM) and other hazardous materials.
2. It has been alleged by the applicant that this industrial unit has undergone massive expansion from 2012 to 2015 and constructions were done without obtaining EC as stipulated under EIA notification dated 24.09.2006 under Environment (Protection) Act, 1986. It was also alleged that Respondent plant had violated the guidelines on green belt issued by CPCB and had cut down 150 trees without obtaining permission of the Competent Authority. It has further been stated that safety equipments used in the plant are not 100 per cent fool proof and workers are exposed to various toxic enzymes and

therefore have been suffering from various fatal diseases. It has also been stated that Madhya Pradesh Pollution Control Board (in short MPPCB) had earlier issued show cause notice to the Respondent plant as it had observed that :

- i. *Display Board containing the information of hazardous waste details has not been found at the outside of the unit as per directives of the Hon'ble Supreme Court.*
- ii. *During the inspection, it has been observed that filters of DG sets, chemical containers insulating material and rock wool was lying here and there and the representatives of the unit don't even know about the same.*
- iii. *Separate storage for hazardous waste was not found in the unit and hazardous waste was stored in the scrap yard. The description and labeling was also not found on the hazardous waste.*
- iv. *The plastic waste generated from the unit is being given to the other unauthorized vendor M/s Rauf Enterprises Mandideep.*
- v. *Details and quantity were not given to algaecide being used in cooling towers and chemical information on composition and pathways were not provided.*
- vi. *Discharge of waste water outside the premises was found near to gate number 3 and also near the STP.*
- vii. *The discharge from temporary toilets and bathroom was found outside the premises.*
- viii. *Cooling tower, softeners, wash area have not been joint to treatment plant by closed conduit. Waste water was also observed in the waste water drains.*
- ix. *The information on quality of disposal practice of salt and resin used in softener was not provided.*
- x. *The whole area of the industry has been covered as construction area and no place of green belt has been left as per guidelines of CPCB.*
- xi. *No permission has been taken from the Mining Department for the excavation for the expansion*

program. The details of Environmental Clearance under the EIA notification 2006 have not been given by the industry officials. It seems the mined land is more than 5 hectares.

- xii. Operation of the treatment plant was found satisfactory and excess foam was observed in the effluent, moreover separate electricity meter has not been installed for the treatment plant.*
- xiii. Leaking of diesel from the valve of diesel line was observed which was contaminating the soil of the area.*
- xiv. Adequate land was not found for the utilization of treated effluent towards the green belt development. The grass of the lawn was found burned because of the use of toxic untreated effluent.*
- xv. Battery waste which comes under hazardous waste were observed stored with the scrap and ash of the lead acid battery was found on the open area.*
- xvi. Monitoring reports for DG set and other emission sources have not been submitted as per the condition of the consent.*

3. It has been stated in OA that issues raised in the Show Cause Notice of the PCB have not been complied with and the Respondent plant has been violating the environmental norms pertaining to EC, Hazardous Waste Management, and conditions of Air & Water Act. The applicant, therefore, prayed that this Tribunal may-

- a. Direct the closure of the factory operated by the respondent no. 1 & 2.*
- b. Direct the respondent no. 1 & 2 to restore the area in question to its original form, in the interest of justice and environment.*
- c. Direct an independent agency other than the MPPCB to evaluate the losses caused to the environment.*
- d. Direct immediate action under the penal powers of this Hon'ble Tribunal for the continuous violation for the environmental laws by the respondent no. 1 by raising construction without obtaining prior environmental clearance.*

- e. *Direct the respondent no. , 1 not to sell or alienate the property in dispute or create any third party interest in the illegally raised construction of the industry.*
 - f. *Impose exemplary penalty on the respondent No. 1 and prosecute respondent no. 1 and prosecute respondent no. 2 for repeated and continuous violations, in accordance to the polluter pays principal.*
 - g. *Initiate suitable action against the officials who have failed in ensuring compliance of the orders / rules restraining the construction activities.*
 - h. *Any other relief that this Hon'ble Tribunal may deem appropriate.*
4. On being satisfied that there was a substantial question connected to and concerned with the ecology and environment, this Tribunal on 29.04.2015 ordered the notices to be issued to the respondents.
5. On 19.05.2015 the applicant filed his averments wherein it was submitted that all the deficiencies pointed out by the MPPCB in their inspection were rectified and also that there is no discharge from the unit outside. In order to find out any adverse impact on the soil around the plant the Central Ground Water Authority (in short CGWA) was directed on 28.07.2015 to take soil samples from ground around the industrial unit of the Respondent No.1 and particularly from the inhabited areas where ground water may be consumed by the residents of the area for drinking purposes so as to find out its contents and quantity and potability and whether same is safe for being consumed. State of MP was also directed to take the soil samples from points where the various raw materials were received and also stored in case it is in the open as also from the site where the water discharged was being stored in various depressions within the premises of the plant for testing with regard to its contents. The CGWA was asked to submit the details of their

analysis with particular reference to the materials which were being used/manufactured in the premises and discharged from the same so as to rule out the possible contamination from any source within the premises of the Respondent No.1.

6. As regards green belt the Respondent No.1 and 2 submitted on 29.9.2015 that they were required to keep an area of 48,468 Sq. meters as green area and that this condition is being complied with. It was further submitted that felling of trees was carried out after receiving the permission granted vide order dated 07.07.2010 and thereafter, an area of 20 acres of MPAKVN was also brought under plantation by planting 3000 trees.
7. On 29.05.2015, we also directed the Director (Medical and Health), Government of MP to constitute a Medical Board with at-least two specialists dealing with respiratory diseases and disorder apart from any other specialist that the Director may deem proper to examine the past and present employees whose details and affidavits were furnished and submitted by the applicant on 08.07.2015.
8. On 07.01.2016, we further directed the Respondent No.1 which is a multinational company producing similar products internationally to submit norms and procedures and safeguards and the conditions under which similar products are being manufactured with similar composition internationally.
9. It was further alleged by the Learned Counsel for the applicant that the Respondent No. 1 Plant is using chemicals and enzymes, AGM, and Sodium Poly Acrylate etc. which are hazardous substances and fall within the category of synthetic organic chemicals requiring

prior EC in accordance with the notification dtd. 14.09.2006 of MoEF & CC. Applicant has also submitted that in case of similar products being manufactured by M/s Spectrum Chemicals Industry located at Mahsana in Gujarat, the SEIAA (Gujarat) had considered it obligatory to have EC in terms of item no. 5 (f) of the schedule of the notification dated 14.09.2006 as also in the case of M/s RSPL Ltd. located at Sagar in Madhya Pradesh by SEIAA, M.P.

10. In view of above, this Tribunal had on 29.09.2015 ordered the notices to be issued to MoEF & CC to seek clarification from the Ministry. Since no response was received from the Ministry this Tribunal directed that MoEF & CC to respond on the following issues :

1. *whether the substances, compounds and chemicals used in the manufacturing of their products detergents, diapers and napkins in their plant located at Mandideep, District Raichur (M.P.) by the Respondent No. 1 / Company can be termed either separately or collectively as hazardous requiring prior EC in terms of the notification dtd. 14.09.2006 as amended from time to time,*
2. *whether in the light of the use of AGM for manufacturing of sanitary napkins and diapers special care needs to be taken in the matter of their disposal as it is alleged that in many countries AGM and some of its constituents have been categorised as hazardous substances,*
3. *whether special care and protective gear is required to be used by persons handling such raw material which is used by the Respondent No. 1 / Company for the manufacturing of products,*
4. *whether there is any recorded evidence of harmful impact on human as a result of handling of such chemicals particularly respiratory diseases, as it is alleged in the Original Application that some of the workers have suffered such illnesses as a result of handling of such material without proper protective gear,*
5. *since in the entire country there is a scheme provided for sanitary napkins on a large scale, whether the issue of their proper disposal has been considered at any stage and whether any*

guidelines have been issued to State Governments and by the Urban Development Department in turn to the local and municipal bodies for taking such precautions in their disposal, so that environmental hazardous or adverse impact on stray animals such as cows and dogs etc. do not occur.

11. In compliance of our direction the MoEF & CC filed reply affidavit on 16.012.2016 and made following submissions :

S.N.	Issues raised by Hon'ble Tribunal	MoEF & CC response
1.	Whether the substances, compounds and chemicals used in the manufacturing of their products detergents, diapers and napkins in their plant located at Mandideep, District Raichur (M.P) by the Respondent No. 1 Company can be termed either separately or collectively as hazardous requiring prior EC in terms of the notification dtd. 14.09.2006 as amended from time to time,	<ol style="list-style-type: none"> 1. The Ministry of Environment, Forest and Climate Change considers the project / activities listed in the schedule to the Environment Impact Assessment (EIA) Notification, 2006 as amended from time to time for grant of Environmental Clearances as per provisions of the notification. 2. The EIA Notification, 2006 under entry no. 5 (f) of the Schedule covers "Synthetic organic chemicals industry (dyes & dyes intermediate excluding drug formulations ; synthetic rubbers; basic organic chemicals and chemical intermediaries). Therefore, the manufacture / production of aforesaid chemicals requires prior Environmental Clearances under the provisions of the notification. 3. It is submitted that the detergent manufacturing unit uses the synthetic surfactant as basic raw material for enhancing the effectiveness of their product. The synthetic surfactants are synthetic organic chemicals; hence covered under entry no. 5 (f) of the Schedule to the EIA Notification, 2006. 4. The Basel Convention on

		<p>the control of Trans boundary movement of the hazardous waste and their disposal in Annexure 1 at Serial Y-13 has “wastes from production, formulation and use of resin, latex plasticizers, glues/gells adhesives” as hazardous waste</p> <p>5. The non-biodegradable absorbants used in manufacturing of sanitary napkins and synthetic surfactants used in detergents necessitates assessment of its impact on environment and hence EIQ / EMP and appraisal of the project for environmental clearances.</p> <p>6. Whereas, the applicability of the EIA Notification, 2006 to the industries using the synthetic surfactant as raw material for making other products like detergents is not clarified in the EIA Notification 2006.</p> <p>7. In view of this the Ministry has decided to refer the matter to the Expert Committee, constituted by the Ministry to review the provisions of the EIA Notification, 2006 for expert opinion</p>
2.	<p>Whether in the light of the use of AGM for manufacturing of sanitary napkins and diapers special care needs to be taken in the matter of their disposal as it is alleged that in many countries AGM and some of its constituents have been categorised as hazardous substance,</p>	<p>Yes. The State Pollution Control Board while issuing Consent to Operate to any industrial unit imposes appropriate conditions for environmental management. If any unit is reported to be in violation necessary action is taken as per prevailing laws.</p> <p>The hazardous effects of the Absorbent Gelling Materials (AGM) needs thorough examination.</p>
3.	Whether special care and	Yes. The occupational

	protective gear is required to be used by person handling such raw material which is used by the Respondent No. 1 / Company for the manufacturing of products,	workers need special care and protective gear while handling of chemical constituents.
4.	Whether there is any recorded evidence of harmful impact on human as a result of handling of such chemicals particularly respiratory diseases, as it is alleged in the Original Application that some of the workers have suffered such illnesses as a result of handling of such material without proper protective gear,	The toxicity of any chemical depends upon the dose and time of exposure to that chemical. There are some studies indicating skin and respiratory disorders due to long exposure of such chemicals.
5.	Since in the entire country there is a scheme provided for sanitary napkins on a large scale, whether the issue of their proper disposal has been considered at any stage and whether any guidelines have been issued to state governments and by the Urban Development Department in turn to the local and municipal bodies for taking such precautions in their disposal, so that environmental hazardous or adverse impact on stray animals such as cows and dogs etc. do not occur.	Ministry of Health and Family Welfare has launched Menstrual Hygiene Scheme (MHS) under which one of the major objective is to ensure safe disposal of sanitary napkins in an environmentally friendly manner. The Central Pollution Control Board (CPCB) has classed this as municipal solid waste. The debate is on regarding treating this as a separate stream of waste. The issue is not settled yet.

12. The MoEF made further submissions on 18.01.2017 wherein it is stated that as under :

- a. *Without prejudice, it is submitted that the answering respondent No.1 do not manufacture any of the substance as notified in entry no. 5 (f) of the EIA notification, 2006, and as such, do not require any environmental clearance.*
- b. *The comparison sought to be made by the Applicant with the environmental clearance granted to one M/s Spectrum Chemical Industries and Shri Vinod Khosia (M/s RSPL Limited) is completely out of context and*

absolutely irrelevant for the instant Original Application. As a matter of fact, the aforesaid two environmental clearances have been relied upon by the Applicant, without even carrying out any basic necessary checks, and whether there is any similarity between the products being manufactured.

- c. *Category 5 (f) in this regard provides as under: Synthetic organic chemicals industry (dyes & dye intermediates; bulk drugs and intermediates excluding drug formulations; synthetic rubbers; basic organic chemicals, other synthetic organic chemical intermediates)*
- d. *It is submitted that none of the aforesaid manufacturing operations are being carried out at the Mandideep manufacturing unit of the answering respondent. As such, the question of obtaining environmental clearances by the answering respondent does not arise. On the contrary, a bare look at the environmental clearance granted to M/s Spectrum Chemical Industries would reveal that the application was made specifically for “**manufacturing Synthetic organic chemical..** Similarly, the second environmental clearance annexed along with application was in respect of “Optical Brighter” once again a synthetic organic chemical requiring environmental clearance under 5 (f) of the notification.*
- e. *Furthermore, in so far as reference to Basal convention is concerned, the same is once again out of context, inasmuch, the answering respondent do not produce or formulate resins, latex, plasticizers, glue/adhesives hence do not generate hazardous waste arrayed in Annexure 1 at Sr. No. Y-13 under this convention.*
- f. *It is further submitted that for production of detergent the unit is buying all the required Raw materials including the linear Alkyl Benzene Sulphonic Acid (LABSA) from various vendors. Only Labsa and perfumes which are added as liquid and all other raw materials come in the form of powder or granules. These raw materials in their procured form are mixed in desired proportion for production at plant. LABSA is heated and mixed in a mixer to attain good impregnation into other powdery and granular materials. This mixing also agglomerates the raw materials. The mixed agglomerate after cooling and grinding is sieved to get required mesh size of the powder mix. Post this to impart specific useful*

characteristics a small quantity of perfumes, enzymes and the like materials are admixed with the sieved powder in another mixer. At this stage the detergent powder is ready for packaging and dispatch.

- g. In view of the aforesaid process being followed in the manufacturing unit of the answering respondent, the unit performs no such activity as listed in the schedule to the EIA notification dated September 14, 2006 requiring any prior environmental clearance.*
- h. The aforesaid fact is also fortified by the reply filed by the respondent No.7, MPPCB, which has stated in its reply very clearly that the manufacturing process adopted and the raw materials used by the answering respondent to not require any prior environmental clearance under the EIA notification, 2006.*
- i. Furthermore, the MPPCB has already renewed the Consent to Operate of answering respondent, under the Air (Prevention and Control of Pollution) Act as well as Water (Prevention and Control of Pollution) Act, valid up to 31.08.2017. The said renewal is a further proof of the fact that no prior environmental clearance under the EIA notification, 2006 is required by the answering respondent.*
- j. In so far as the manufacturing of sanitary napkins and diapers are concerned, around 15 different raw materials are needed such as Dry-lap, Nonwovens, paper poly plastics, elastics, glues and adsorbant & gelling material. The entire process happens with only physical application and no chemical reaction takes place. All operating unit operations in manufacturing line are akin to machine used for textile and garment production involving cutting, fluffing, gluing, trimming and sizing, etc. post these physical operation the procured raw materials are converted to sanitary napkins or diapers, and are not listed in the schedule to EIA notification, 2006 and therefore, no prior environmental clearance is required.*
- k. It is further submitted that the answering respondent No. 1 M/s Procter and Gamble Home Product Limited do not manufacture any hazardous substances. The detergent powder, baby diapers and female sanitary napkins do not fall within the list of categorized hazardous products, as provided in the Hazardous Chemical Rules. Even otherwise, the respondent No.1 is only involved in the process of mixing the components/ingredients to reach to*

the final product known as detergent powder, baby diapers and female sanitary napkins, which are neither categorized as hazardous substance not categorized as chemical substance.

- l. The Technical Guidance Manual for Synthetic Chemical Industry, illustrate different types of products, which come within the purview of the EIA notification vis-a-vis Synthetic Chemical Industry, but none of the products manufactured by respondent No.1 fall within the list of Synthetic Chemical Industry. It is further relevant to mention that the manual covers certain set of detergents within the category of synthetic chemicals, but the respondent No. 1 does not manufacture such detergents nor is the formulation of the detergents manufactured by respondent No.1 similar to those covered by the manual. The respondent no.1 is engaged in the production of detergents, which are Linear Alkylbenzene Sulphonic Acid.*
- m. Furthermore, Environmental clearance is not required as plant is an industrial shed and industrial sheds are exempt from 2006 notification vide clarification issued by MoEF circular issued on 22.12.2014, the same is also supported by the reply of respondent No.7 filed on the records of this Hon'ble Tribunal.*
- n. Moreover, PCB has regularly issued CTE/CTO to P&G and has never asked P&G to obtain pre-environmental clearance. In 2012, PCB had highlighted that EC is required for DG sets, accordingly, P&G had applied to SEAC for grant of EC. The application was kept pending wherein the MoEF came out with a clarification that EC is not required for DG sets in captive use.*
- o. It is further clarified that the answering respondent No.1 does not manufacture surfactant or any other raw material which is covered under the EIA notification.*
- p. The MoEF has not placed on record any report of the Expert Committee as stated to be constituted by it in sub-Para 7. Once the said report is made available to the respondent No.1, the answering respondent No.1 seeks indulgence of this Hon'ble Tribunal to reply to the same.*

13. The Respondent No. 5 MPSEIAA has also submitted that the AGM used by the unit are not mentioned in the hazardous waste chemical list and in any case the Respondent Plant has been obtaining and maintaining due authorization for hazardous substances under the Hazardous and Other Waste (Management and Transboundary Movements) Rules, 2016. It has also been submitted that the Respondent Plant follows required safety measures for its employees and contractors and they conduct regular medical test for enzymes monitoring and AGM monitoring.
14. In compliance of our order dtd. 29.09.2015 the Respondent No. 7 MPPCB had filed inspection report of the plant on 13.11.2015 along with the ground water quality assessment by CGWB, North Central Region Bhopal. It has been stated that before expansion of the plant 62,366 sq. mt. (25.30% of the area) was being maintained as green belt and after expansion the extent of green belt was 54,832 sq. mt. (22.30% of the area). Besides, Respondent No. 1 / Plant had planted 1164 trees along the boundary of the factory premises. Apart from this Respondent No. 1 plant was allotted additional area of 20 acres near NH-12 for plantation and the Respondent had planted 3000 trees in that area. The photographs of the plantation done was also produced before us.
15. MPPCB has made following observations in their inspection report
- a. *Consent for the expansion of the plant was granted by the MPPCB on 14.02.2013*
 - b. *Unit obtained permission to cut the trees from the competent authorities in the site of expansion of the plant.*
 - c. *There is a water pond made by the industry to improve the water table near newly constructed shed*

but the inspection team did not find anywhere the industry had disposed or discarded surfactant and other products on land and they also did not observe any waste material being buried under ground.

- d. *ETP & STP with capacity of 100 KLD was found to be operational and no treated / untreated water was seen to be going out of the factory premises.*

16. In the report submitted by the Central Ground Water Board, North Central Region Bhopal on “Ground Water Quality Assessment in and around Procter & Gamble Mandideep, District Raisen” it has been stated that -

“It may be concisely stated that the concentrations of different parameters EC, Carbonate, Bicarbonate, Sulphate, Nitrate, Fluoride, Calcium, Magnesium, Total Hardness, Manganese and Arsenic in water samples collected in and around P & G Hygiene and Health Care Ltd, Mandideep are within permissible limits of BIS standards for drinking water. However, 3 out of 10 locations (HP1, HP2 and BW6) reported NO₃ concentration greater than BIS desirable limit (45 mg/l). At 7 locations the iron concentrations is observed to be more than prescribed desirable limits of BIS (0.3 mg/l)”.

17. As stated herein above the Applicant had alleged that Respondent No. 1 industry is manufacturing products which are similar to those manufactured by M/s Spectrum Chemicals Ltd. and M/s RSPL Ltd. for which EC was granted by Gujrat SEIAA and MP SEIAA respectively and, therefore, Respondent No. 1 would also require EC under category 5 (f) of the EIA notification of 2006. The Respondent

No. 7 MPPCB in their reply filed on 22.04.2016 has in Para 3, 4, & 5 submitted as below :

3. That, the answering respondent carried out a detailed analysis of the documents enclosed with the Miscellaneous Application and its similarity with the industry of the Respondent No.1. It has been found that the requirement to obtain the Environmental Clearance arises when the chemical LABSA (Linear Alkyl Benzene Sulphonic Acid) is manufactured indigenously. That, M/s Spectrum Chemicals Ltd as well as M/s RSPL Ltd manufacture the Linear Alkyl Benzene Sulphonic Acid (LABSA) chemical in their own factory and thereby are required to obtain Environmental Clearance under EIA Notification 2006.

4. On the other hand, the Respondent No.1 industry is purchasing all the raw material including Linear Alkyl Benzene Sulphonic Acid (LABSA) from outside vendors and is not manufacturing the same in its own industry.

All the raw materials are mixed in a mixer in desired proportions. The LABSA is first heated and then mixed in the same mixer to attain better impregnation.

5. Therefore, in view of the manufacturing process adopted and the raw materials used by the respondent No.1, the Respondent No.1 industry is not required to obtain Environmental Clearance under the EIA Notification 2006.

18. It is further submitted that health, safety and environment audit is carried out on annual basis in every single manufacturing unit of the Respondent Plant. The Respondent Plant has in their reply dtd. 18.01.2017 stated in Para 5 (4) that the MoEF has not pointed out any recorded evidence of harmful impact on human as a result on handling of chemicals.
19. In terms of our order dtd. 29.09.2015 regarding medical examination of 41 persons who had submitted their affidavits, it has been stated by the Respondent Plant that in complete violation of direction 11 new persons were brought in whose affidavits were neither filed before this Tribunal nor any prior permission was sought by the Applicant before introducing them before the medical board. Name of 11 persons are mentioned below :

Sr. No	Name
1	Guddu Lal
2	Komal Prasad
3	Mahendra Kumar
4	Suni Rai
5	Dharam Das
6	Raj Kumar
7	Deepak Das (17 yrs old)
8	Deepak Sen
9	Balbir Vishavkarma
10	Raghuveer Singh
11	Jitender Sahu

It has been stated that there were no specific details like period of employment in respect of 11 new persons mentioned above.

20. It was further submitted by the Respondent No.1 that 9 Persons who were there in the original list were not present before the medical board. These 9 persons are as follows:

Sr. No	Name
1	Sanu
2	Supyal Sen
3	Pradeep Nagwanshi (s/o Surat SIngh)
4	Santosh Rajput
5	Sanjay Meena
6	Pradeep Nagvanshi (s/o Bihari Lal)
7	Moolchand
8	Komal Singh
9	Devi Singh

21. Out of the 41 persons examined only 7 persons were diagnosed with some abnormality. However, cause of such abnormality is not attributable to the Respondent Plant. The remarks of the medical board with respect to these 7 person are as follows :

Name	Father name	Doctor's Analysis
Santosh Rajput	Gopal Singh Rajput	Mild persistent bronchial asthma with Seasonal Allergy. Means that in a particular season the asthma may be aggravated.
Munna Lal	Hardayal	Moderate persistent bronchial asthma with seasonal allergy.
Rajkumar Raj	Hari Singh	Mild persistent bronchial asthma with seasonal allergy.
Ramgopal Rai	Ram Rathan Rai	Mild intermittent bronchial asthma with seasonal allergy. Patient has history of working in Cotton industry at Present. Also, there is family history of naso-bronchial allergy among other family member, sibling, brother, wife
Ghanshyam Pal	Nirbhay Singh	Mild persistent bronchial asthma with seasonal allergy.

Guddu Lal	Hardyal Signh	Mild persistent bronchial asthma with seasonal allergy.
Komal Prasad	Pussulal	Mild persistent bronchial asthma with seasonal allergy with history of seasonal urticaria in summer. Patient had been working in alleged company.

22. In view of the submissions made herein above by the MPPCB, MPSEIAA, Central Ground Water Authority and Ministry of Environment Forests & Climate Change, Govt. of India it is amply clear that the Respondent No. 1 Plant did not require prior EC for using chemicals, compounds and raw materials in the manufacture of home products, baby care products, sanitary napkins and other products in their plant situated at Mandideep. And also that the plant has been taking all the safety measures for protection of their workers in the plant and that the injuries and diseases suffered by their past and current employees cannot be attributed to the manufacturing process adopted by the Plant. It is also clear that alternate steps have been taken by the Respondent No. 1 Plant with respect to creating and maintaining green belt and that they have taken all the permissions required under law for cutting the tree in the premises of the plant.
23. Having held so in view of the clear statement of the MoEF regarding the requirement of EC not being applicable in the case of the Respondent No. 1 and that entry 5 (f) of the EIA notification 2006 strictly does not apply, however, in the facts and circumstances and keeping in view the precautionary principle we would direct the MPPCB to suggest in consultation with the Respondent No. 1 precautionary measures as are applicable where entry 5 (f) applies. In view of the fact that the final product of the Respondent

No. 1 is manufactured out of some of the components to which an industry manufacturing the same requires EC under entry 5 (f) of the EIA notification 2006. In spite of the fact these are not manufactured or produced by the Respondent No. 1, however, we feel that even in the event of handling of the same precautions need to be adopted and the PCB shall, therefore, suggest to the Respondent No. 1 industry to take adequate precautions.

24. In addition to the above, it was given out during the course of hearing that for handling of such material out of which the products of the Respondent No. 1 are manufactured labour are engaged through the resource person / contractor engaged by the Respondent No. 1. The Respondent No. 1 is, therefore, duty bound that such labour which is engaged should be adequately explained the hazards if any that they may encounter while handling such material and further that the labour handling such material should watch out for and report any particular symptoms that would indicate any ill effects of handling of such materials. Needless to say that, by way of abundant precautions, such labour shall be provided by the resource person and / or the Respondent No. 1 protective equipments for handling such material including gloves and masks etc. so as to prevent inhalation or contamination in any manner as some of the persons who were medically examined were found to be suffering from respiratory ailments. We have no conclusive evidence before us to come to the conclusion that these persons have contracted said ailments as a result of the handling of such materials as it may be the case of coincidence as we have no specific evidence before as to the duration for which

such persons were engaged for handling such material or whether it was a case of past history or any other cause. Be that as it may, we would still direct that adequate precautions and preventive measures be taken by the Respondent No. 1 as well as the resource persons who provide such labour on contract or in case they are engaged by direct employment by the Respondent No. 1 they shall also be provided such equipments.

25. Apart from the above, we would further direct that every fortnight such labour which have been engaged shall be medically examined at the instance of the Respondent No. 1 for ensuring that the labour engaged for handling such material which is the raw material for the manufacture of the goods is not in any manner found to be suffering from any of the ill effects of handling such material. In case they are found to be suffering from any such ailments their treatment shall be the responsibility of the Respondent No. 1 and the Respondent No. 1 shall bear the entire cost of the same.
26. So far as the disposal of sanitary items is concerned, since the sanitary waste has been classed as Municipal Solid Waste by the CPCB / MoEF the Solid Waste Management Rules 2016 shall be applicable to the Respondent No. 1. Therefore, we also direct that the Respondent No. 1 shall comply with the Solid Waste Management Rules, 2016 by providing a disposal pouch or wrapper along with the packaged sanitary products for safe and proper disposal of used sanitary napkins and diapers. It shall also be obligatory for the Respondent No. 1 to undertake public awareness measures for disposal of used napkins and diapers in prescribed manner.

27. In view of the same, no further directions are required to be issued in this Original Application No. 30/2015. Accordingly, the O.A. No. 30/2015 stands **disposed of**. The MPPCB Respondent No. 7 shall take necessary steps for issuance the directions in consultation with the Respondent No. 1 for taking the aforesaid precautions as directed hereinabove.

(Mr. Justice Dalip Singh)
Judicial Member

(Dr. S.S. Garbyal)
Expert Member

Bhopal :
3rd August, 2017



NGT

Item No. 03 (Through VC-Bhopal)

**BEFORE THE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI**

Review Application No. 08/2017 (CZ)

In

Original Application No.34/2014 (CZ)

Proctor & Gamble Home Products Pvt. Ltd. Applicant(s)
Versus

P.C. Sharma Respondent(s)

Date of hearing: 03.12.2019

CORAM:

**HON'BLE MR. JUSTICE RAGHUVENDRA S. RATHORE, JUDICIAL MEMBER
HON'BLE DR. SATYAWAN SINGH GARBYAL, EXPERT MEMBER**

For Applicant(s)

Mr. Ankur Mittal, Advocate

ORDER

An original application (O.A.30/2015) was filed by the applicant- P.C. Sharma against various respondents named therein, including respondent no.1- M/s. Proctor & Gamble Home Products Pvt. Ltd. The said application came to be decided on 03.08.2017 with the directions, only the relevant directions for the purpose of review application are being reproduced which are, as follow:-

“24. Apart from the above, we would further direct that every fortnight such labour which have been engaged shall be medically examined at the instance of the Respondent No. 1 for ensuring that the labour engaged for handling such material which is the raw

material for the manufacture of the goods is not in any manner found to be suffering from any of the ill effects of handling such material. In case they are found to be suffering from any such ailments their treatment shall be the responsibility of the Respondent No. 1 and the Respondent No. 1 shall bear the entire cost of the same.

26. So far as the disposal of sanitary items is concerned, since the sanitary waste has been classed as Municipal Solid Waste by the CPCB / MoEF the Solid Waste Management Rules 2016 shall be applicable to the Respondent No. 1. Therefore, we also direct that the Respondent No. 1 shall comply with the Solid Waste Management Rules, 2016 by providing a disposal pouch or wrapper along with the packaged sanitary products for safe and proper disposal of used sanitary napkins and diapers. It shall also be obligatory for the Respondent No. 1 to undertake public awareness measures for disposal of used napkins and diapers in prescribed manner.”

It is said that after pronouncement of the judgment in the original application, the applicant had filed a review application (08/2017) on 13.10.2017. The review application was also accompanied by an application for condonation of delay on which notices were issued by the Tribunal on 09.11.2017. After service having been effected

on the respondents, the Tribunal considered the application on 12.01.2018 and allowed the same

We are also informed that the review applicant (original respondent no.1) had also filed an appeal against the order of the Tribunal dated 03.08.2017 before the Hon'ble Supreme Court of India. The said appeal was dismissed as withdrawn on 26.11.2018 with liberty to pursue the remedy of review.

Now, this review application has come up before us for consideration. The primary contentions raised for the review application are on two counts. Firstly, in respect of the of direction given by the Tribunal in para 25 of the judgment, that every fortnight the labour engaged in the work shall be medically examined at the instance of respondent no.1 for ensuring that the labour engaged for handling raw material for manufacture of the goods, is not in any manner found to be suffering from any of the ill effects of handling the materials. Secondly, the review sought is in respect of the directions issued to respondent no.1 for providing a disposal pouch and wrapper along with the packaged sanitary products for safe and proper disposal of used sanitary napkins and diapers.

In so far as directions with regard to fortnightly medical examination of the labour is concerned, it has been contended before us that such an exercise would be burdensome to the respondent and to comply with such

direction it would not be practical as large number of labour is engaged.

As regard providing of disposal pouch and wrapper, it has been submitted that respondent no. 1 is providing tap for use of sanitary napkins and diapers

We have given our thoughtful consideration to submissions made in respect of the grounds of review of the order dated 03.08.2017, particularly the directions given in para 25 and 26. We are afraid that the contentions raised for the purpose of reviewing the order of the Tribunal, do not convince us and in our considered opinion they also do not fall within the purview and scope of reviewing the order passed on 03.08.2017. So far as contention for fortnight medical examination of the labour is concerned, it is clear in the direction itself that fortnight medical examination of the labour is to be conducted in respect of those who are handling with the raw material.

Moreover, it was submitted on behalf of respondent no.1 itself that the unit has a doctor in its team available at the site throughout. Therefore to comply with the order of medical examination fortnightly in respect only the labour who are handling the raw material should not be a matter of difficulty for the respondents. Above all such steps of medical examination is in interest and benefit of the labour who are handing the raw material, as a precaution and for their safety.

The direction with regard to providing of disposal of pouch and wrapper is concerned, needless to say that it is for safe and proper disposal of used sanitary napkins and diapers. According to the review applicant they are using pouch with a tape. In our considered view in case of handling of used sanitary napkins and diapers, it is advisable to take proper and complete steps so that no adverse effect could follow on the user and the environment. The relevant rules, in the [redacted] are to be strictly complied with.

In view of the above, we are of the considered opinion that submissions made for reviewing the order dated 03.08.2017 are devoid of merits. Furthermore, there is no error apparent on the face of the record so as to fall within the purview and scope of review.

Consequently, review application is dismissed with no order as to cost.

Justice Raghuvendra S. Rathore, JM

Dr. Satyawan Singh Garbyal, EM

JG


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ITEM NO.16

COURT NO.7

SECTION XVII

S U P R E M E C O U R T O F I N D I A
R E C O R D O F P R O C E E D I N G SCIVIL APPEAL Diary No.46725/2019

(Arising out of impugned final judgment and order dated 03-08-2017 in OA No. 30/2015 03-12-2019 in RA No.08/2017 passed by the National Green Tribunal)

M/S PROCTER AND GAMBLE HOME PRODUCTS
LIMITED (NOW KNOWN AS PROCTER AND GAMBLE
HOME PRODUCTS PRIVATE LIMITED)

Petitioner(s)

VERSUS

PC SHARMA & ORS.

Respondent(s)

(With appln.(s) for c/delay in filing CA, exemption from filing c/c of the impugned judgment and ex-parte stay)

Date : 27-01-2020 This petition was called on for hearing today.

CORAM :

HON'BLE DR. JUSTICE D.Y. CHANDRACHUD
HON'BLE MR. JUSTICE K.M. JOSEPH

For Petitioner(s) Mr. Mukul Rohatgi, Sr. Adv.
Mr. K.V. Vishwanathan, Sr. Adv.
Mr. Nikhil Rohatgi, Adv.
Mr. Kapil Arora, Adv.
Mr. Juvraj Singh Bindra, Adv.
Mr. Ankur Mittal, Adv.
Ms. Palak Nagar, Adv.
for M/s. Cyril Amarchand Mangaldas

For Respondent(s)

UPON hearing the counsel the Court made the following
O R D E R

Delay condoned.

Issue notice, returnable in four weeks.

Dasti service be effected on the respondents in addition.

Liberty is granted to the petitioner to file additional documents.

Status quo, as on today, shall remain in force until further orders.

(Chetan Kumar)
A.R. -cum-P.S.

(Saroj Kumari Gaur)
Court Master



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ANNEXURE R-4

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) made at [REDACTED] between Kimberly-Clark Asia-Pacific Headquarters Pte Ltd. (“Kimberly-Clark”) and Waste Ventures India (“WVI”/ “Service Provider”).

Kimberly-Clark and the Service Provider shall/ may be individually referred to as the “Party” and collectively as “Parties”.

WHEREAS:

Kimberly-Clark is a company engaged, inter alia, in the business of manufacture and sale of personal care products, including baby and adult diapers and feminine care products.

WVI is engaged in the business of collection and disposal of municipal solid waste in an environmentally responsible manner while being inclusive of waste pickers

Kimberly-Clark intends to establish proof of principle to offsetting post-consumer flexible plastic packaging. Objective of this MoU is to set up unambiguous success criteria for the capability phase run to ensure that all processes and protocols are maintained to deliver successful completion of Pilot run.

WVI has given a representation that it is an authorised Vendor for collection of scrap/ waste and that it and/or its business partners has all applicable permissible licenses, permissions, authorizations for providing the Services envisaged under this MOU.

The Parties to this MoU shall be governed by the following terms and conditions:

1. Services to be carried out by the Service Provider

1.1. **Scope of Collection** - The Service Provider has to ensure collection of:

- i. 300 tons (300,000 kilograms) of post-consumer flexible plastic packaging waste, collected from waste pickers and/or housing societies for recycling and/or co-processing, broken down as follows: 100 tons of post-consumer flexible plastic waste collected/disposed in Hyderabad, 100 tons collected/disposed in Greater Mumbai and 100 tons collected/disposed in Delhi NCR. At its sole discretion, Kimberly-Clark may authorize WVI in writing to change the amount of waste collected in each city as well as the total amount of waste collected
- ii. The Parties further agree that in addition to the above, WVI shall also collect 100 tons of post-consumer flexible plastic packaging waste in Delhi NCR, for which the payment has already been made by Kimberly-Clark in the financial year 2019-2020. WVI hereby acknowledges receipt of the said payment (under a PO raised by them during the financial year 2019 – 2020) in respect of the aforementioned quantity of 100 tons which will be collected by WVI during the Term of this MoU.
- iii. If Kimberly-Clark wishes to add new cities and additional tonnages at a later date, the following prices will apply: [REDACTED] for Tamil Nadu, Madhya Pradesh, Karnataka, Andhra Pradesh and Gujarat
- iv. For waste collected from waste pickers, WVI to provide an incentive to the waste pickers of [REDACTED] per kilogram of flexible packaging waste collected
- v. The Service Provider is authorized to subcontract collection services to partners approved by Kimberly-Clark as listed in **Schedule A**, which may be amended, at Kimberly-Clark’s sole discretion, from time to time.

Collection, Sorting, baling, transportation (from source and to recycler/co-processing partner), including all pre-processing and recycling of plastic waste is the sole responsibility of the Service Provider.

1.2. **Recycling Routes** – Standard accepted methods and conduct expected from the Service Provider for recycling/treatment are as under:

- Pyrolysis/Co-processing in cement industries through State PCB approved, authorized industries; or recycling through State/central PCB approved, authorized recyclers/industries
- Burning in open area or use for domestic household cooking purpose is NOT accepted
- Any action of disposal of plastic waste which may in any manner disturb the ecological balance is not acceptable, and this MoU would be terminated forthwith without prior notice to the Service Provider.

1.3. The Service Provider is to submit a detailed quarterly report upon completion of the Plastic waste collection and recycle pilot. Report to include:

- 1.3.1. Volume of flexible plastic packaging waste collected: [REDACTED] kilograms
- 1.3.2. No. of days required for collection and recycle [REDACTED] days
- 1.3.3. Total cost incurred for above-referenced recycling of plastic waste: IN [REDACTED]
- 1.3.4. Total monies paid to waste pickers for collection: IN [REDACTED]

1.4. Sale and disposal oil generated from Pyrolysis shall be done in accordance with applicable laws and Kimberly-Clark approvals.

1.5. The Service Provider shall provide a Delivery Schedule as set out in **Schedule C (“Delivery Schedule”)** setting out the milestones for completion of the Services. As stated hereunder, time is of the essence for the performance of the obligations by the Parties and the Service Provider shall adhere to the time schedule and ensure that the Services as contemplated herein are completed as per the Delivery Schedule provided herein.

2. CONSIDERATION

Kimberly-Clark will pay the Service Provider the total consideration for waste collection services not to exceed [REDACTED] basis INR [REDACTED] for collection in Hyderabad, INR [REDACTED] for collection in Greater Mumbai and INR [REDACTED] for collection in Delhi NCR.

Kimberly-Clark will be responsible for payment of prevailing Goods and Services Tax (“GST”) of 18%.

Payment terms:

50% amount will be paid upfront within 15 days of signing of this MOU.
Remaining 50% will be paid upon receipt of Pollution Control Board (“PCB”) Certificate of proper disposal.

3. TERM AND TERMINATION

3.1. The Term of this MoU shall be for a period of 12 months from the date of signing of this MOU, or till the completion of the scope of activities as has been communicated to the Service Provider by the authorised representative of Kimberly-Clark, whichever is earlier. The Parties may further agree to extend the Term in writing.

3.2. Termination:

- 3.2.1. Kimberly-Clark may terminate this MoU forthwith in case the Service Provider is in breach of any of the terms of this MoU or if the Service Provider fails to fulfill the scope of Services as agreed in this MoU.
 - 3.2.2. Kimberly-Clark may also terminate this MoU without assigning any notice by giving 10 days' notice to the Service Provider.
- 3.3. Upon termination, the Service Provider shall forthwith disassociate itself with any activity on behalf of Kimberly-Clark. However, if any specific activity is in process and is critical in nature, the same may be continued at the advice and sole discretion of Kimberly-Clark.

4. INSPECTION & TESTS

- 4.1. The Service Provider shall provide full and unobstructed access to Kimberly-Clark, its managers and employees to visit the manufacturing/processing site of the Service Provider. If Kimberly-Clark considers it necessary, Kimberly-Clark may depute a representative to monitor the full run and conduct physical verification at Kimberly-Clark's expense and tests of the product and ensure the Specifications are met and the test certification in relation to quality, quantity, output and other physical and qualitative parameters matches the data/manuals/Specifications provided by the Service Provider.
- 4.2. Kimberly-Clark and/or its representative may conduct physical verification of Service Provider's and/or Service Provider's suppliers' compliance with Kimberly-Clark's Supplier Corporate Social Compliance Standards as provided at <https://www.kimberly-clark.com/en-us/responsibility/social-compliance>

5. OBLIGATIONS OF THE SERVICE PROVIDER

- 5.1. The Service Provider shall be exclusively liable for loss or damage of any nature whatsoever owing to failure or negligence on the part of the Service Provider or its representatives, employees or sub-contractors in complying with the requirements of this MoU and the Company shall have no responsibility for the same.
- 5.2. The Service Provider and all their agents or subcontractors possess required valid authorization under the Environment Protection Act and Rules, Air Act, Water Act, Hazardous and Other Waste (Management and Transboundary Movement) Rules, 2016 and such other laws as may be applicable to its operation and to the Services contemplated in this MoU.
- 5.3. It is the responsibility of the Service Provider to ensure that the Plastic Wastes are disposed in accordance with pollution control norms of Maharashtra Pollution Control Board/ Telangana Pollution Control Board/ Central Pollution Control Board and or any other Pollution board norms with which it has to comply in course of recycling of the plastic waste. Any violation in this and its consequences shall be the sole responsibility of the Service Provider.
- 5.4. The persons engaged by the Service Provider have complete know-how as to proper and effective recycling of Plastic Waste (equipped with adequate safety precautionary equipment) and ensure that recycling is done in a manner so as to reduce greenhouse gas emissions, conserve energy and natural resources, contain contaminants and prevent accidents
- 5.5. The Service Provider arranges for the transportation of the Plastic Waste at his own cost and risk in accordance with the Rules, the Motor Vehicles Act, 1988 (including the rules and

guidelines made thereunder) and other Pollution Control Board norms (whether Central or State), as may be applicable.

- 5.6. The Service Provider shall provide to his personnel at his own cost, uniforms, shoes, monsoon wear, plastic disposal gloves and other essential equipment (which shall be open to inspection by the Company at all times) to perform the Services effectively and shall ensure that the same are also utilized regularly by the personnel for their safety and security as per the mandatory safety guidelines issued by the Company from time to time.
- 5.7. Instructions issued by the Company from time to time in respect of performance of the Services are diligently followed.
- 5.8. Periodic/ regular/ continuous checks/ monitoring shall be conducted along with the designated official from the Company to ensure that the Services is carried out efficiently.
- 5.9. The persons engaged by the Service Provider are skilled, efficient and with integrity to carry out the Services as required under this MoU.
- 5.10. The Service Provider shall inform the Company by notice in writing of any change in the nature of its business including partnership, transfer, corporate incorporation, etc., within one week of such change.
- 5.11. The Service Provider shall, at all times, provide support and access to Kimberly-Clark (or its authorized representatives) to visit its facility or facilities of its recycling partners, in order to develop/ capture any visual assets of the program, facility or the location where the activities under MOU are carried out.
- 5.12. The Service Provider shall nominate/designate suitable spokespersons and shall further ensure that its spokesperson is available on such mutually agreed dates and at such places as Kimberly-Clark may reasonably require for the purpose of following, without limitation: personal interviews, public relations activities, press conferences, events, shoots, videos etc.

6. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF CONTRACTOR**

The Service Provider hereby represents and warrants to the Company that the statements in this clause and the details furnished in **Schedule A** are all true and correct as on the date of this MoU:

- 6.1. The Service Provider has all requisite / material approvals, licences/ registrations, consents, etc. as required under the applicable law to carry out the Services.
- 6.2. The Service Provider has the power and authority to execute and deliver this MoU and the Service Provider does not require any further authorisation or consent of any party or any governmental authority.
- 6.3. On execution and delivery of this MoU by the Parties, the MoU will be a legal, valid and binding document, enforceable in accordance with its terms.
- 6.4. the execution and delivery of this MoU by the Service Provider and the promises, agreements or undertakings under this MoU do not violate any applicable law applicable to the Service Provider or any intellectual property rights or related rights applicable to it or violate or

contravene the provisions of or constitute a default under any documents, contracts, agreements or any other instruments to which it is a party or which are applicable to it.

- 6.5. the Service Provider assures the Company that it shall take utmost care at the time of collecting, recycling of plastic waste and the Service Provider shall meet the quality specifications and efficiently carry out the Services and the Parties agree that failure to meet this representation, warranty and covenant will be deemed to be a material breach of a fundamental term of this MoU.
- 6.6. The Service Provider shall obtain all the required government approvals and necessary permissions required for executing and implementing the provisions of this MoU including assist the Company in obtaining any licences, if it so requires and shall comply with and ensure compliance with all applicable laws.

7. SAFETY REGULATIONS

- 7.1. The Service Provider shall be held solely responsible for the safety and health of his employees who will be deployed for the purpose of the Services and shall be in strict compliance with the Safety, Health and Environmental Policy of the Company, as detailed in **Schedule B** at all times during the course of its Services
- 7.2. The Service Provider shall at its own cost, provide all such necessary personal protective equipment to the persons engaged by him for carrying out the Services and indemnify the company against any claims arising from any non-compliance to applicable guidelines.

8. COMPLIANCE OF LAWS

- 8.1. The Service Provider hereto agrees that it shall comply with all applicable local laws, ordinances, circulars, notifications and codes in performing its obligations hereunder, including the procurement of licenses, permits, certificates and any other requirements with regard to its employees or persons engaged by the Service Provider and such taxes, licences or any services to be provided hereunder.
- 8.2. The Service Provider shall ensure compliance with the provisions of the Factories Act, 1948 including the hours of work, payment and quantum of overtime, etc.
- 8.3. The Service Provider shall not directly or indirectly employ any child labour or any labour below the age of 18 years and above 60 years of age in the operations carried out under this MoU and shall furnish proof of age if so required by the Company.
- 8.4. The Service Provider shall at all times offer inspection to the Company and its authorized representatives of all permits, licences, sanctions, and compliances under relevant labour, industrial and other applicable laws, rules and regulations as may be applicable to the Service Provider. In the event, the Company calls upon the Service Provider to furnish any proof in respect of the above compliances under law and on such request the Service Provider shall forthwith provide the same.
- 8.5. The Service Provider shall ensure compliance with all relevant laws and regulations relating to the recycling of Plastic waste, including Environment Protection Act, 1986 and the rules framed

thereunder and any other law for the time being in force governing. The Service Provider shall ensure that he has obtained all necessary licenses and permissions from various local authorities in relation to plastic waste recycle.

9. CODE OF BUSINESS PRINCIPLES

- 9.1. The Company has evolved a “Code of Business Principles” on the practices to be followed by the group, associate, and subsidiary companies and affiliates of the Company, in carrying out its business as well as by all its affiliates, associates and all parties with whom the Company deals. The Service Provider has been furnished with a copy of Code of Business Principles and agrees to comply with and follow the same.
- 9.2. The Service Provider shall notify the Company as soon as practicable, of breach of any of the undertakings contained within this Clause of which it becomes aware. A violation of this clause by the Service Provider or persons engaged by him will constitute a fundamental and material breach of this MoU and consequences for such breach, including termination, shall ensue.

10. ANTI BRIBERY AND CORRUPTION

- 10.1. The Service Provider understands that the Company is committed to comply with Kimberly-Clark’s anti-bribery policy. The Service Provider, therefore, warrants and undertakes to the Company that the Service Provider:
- 10.1.1. Will not offer any gift, consideration or benefit of any kind, which constitutes illegal or corrupt practice to any one, either directly or indirectly, as an inducement or reward for execution of this MoU.
- 10.1.2. Will comply with Kimberly-Clark’s anti-bribery policy as may be amended from time to time.
- 10.1.3. Will ensure that all persons engaged by him in connection with this MoU comply with this clause.
- 10.1.4. Will not enter into any agreement with any person in connection with this MoU, unless such agreement encapsulates the undertakings under this Clause.
- 10.1.5. It has and will maintain in place effective accounting procedures and internal controls necessary to record all expenditures in connection with the MoU.
- 10.1.6. From time to time, at the reasonable request of the Company, will confirm in writing that it has complied with its undertakings in this Clause and will provide any information reasonably requested by the Company in support of such compliance.
- 10.2. The Company and its authorized representatives shall have the right to enter the premises of the Service Provider and access and copy from time to time the Service Provider’s records and information in connection with the transactions under this MoU for the purpose of verifying compliance by the Service Provider with this Clause. The Service Provider shall give the Company all the necessary assistance for the conduct of such audit during the term of this MoU.

- 10.3. It shall notify the Company as soon as practicable of breach of any of the undertakings contained in this Clause of which it becomes aware. In the event, the Service Provider or such persons engaged by him breaches the requirements under this Clause, the same will constitute a fundamental and material breach of this MoU and consequences for such breach, including termination, shall follow.

11. CONFIDENTIALITY

- 11.1. In the course of the Services undertaken under this MoU, the Service Provider may have access to or may obtain certain confidential information belonging to the Company in connection with the Services. The Service Provider is responsible for compliance of this MoU by its employees, agents and sub-contractors. Such confidential information (hereinafter referred to as “Company Information”) means all information that the Service Provider, its employees, agents and subcontractors, receive from the Company or observe or obtain at the Company’s facilities relating to the Services, facilities, products, capabilities, financial information, needs, developments and plans of the Company, its affiliates and group companies. The Service Provider will not, either by itself or through its employees, agents or sub-contractors, disclose to any third party or use for any purpose other than providing Services to the Company and its affiliates and group companies, any Company Information, without the Company’s written permission (except as may be required by law or as necessary to provide the Services). The Service Provider will hold all the Company Information in trust for the Company’s sole use and benefit. This Clause will not apply to information that is publicly known other than through disclosure by or through the Service Provider or its employees, agents or subcontractors.

12. PUBLICATION, PRESS/ MEDIA COMMUNICATIONS AND STATUTORY RESPONSE

- 12.1. The Service Provider shall ensure that it makes no publication or any form of press/ media communications (in any form whatsoever) concerning the MoU (or any part) or the parties’ relationship without the prior written consent of Kimberly-Clark.
- 12.2. The Service Provider further agrees that in case of any correspondence it is required to make to the statutory authorities with respect to the Services envisaged in this MoU or with respect to Kimberly-Clark, it shall ensure that such correspondence is verified and approved by Kimberly-Clark before sending it out to the concerned authorities.

13. NON-EXCLUSIVITY

The Company may appoint more than one Service Provider for the Services and the Service Provider shall have no claims whatsoever in the event the Company appoints or uses the services of any other party. Likewise, Service Provider may offer its services to other companies and Company shall have no claims whatsoever in the event the Service Provider offers the services to any other party

14. DISPUTE RESOLUTION

- 14.1 The Service Provider and the Company must attempt to resolve any dispute mutually amongst themselves by personal discussion between the parties.
- 14.2 This MoU shall be governed by the laws of India and the Courts of Mumbai shall have competent jurisdiction to entertain a dispute/claim arising out of MoU.
- 14.3 This MoU represents the terms and conditions between the parties hereto on the subject matter hereof and cancels and supersedes all prior agreements, arrangements or understandings, if any,

whether oral or in writing, between the parties hereto on the subject matter hereof, except the Non Disclosure Agreement (NDA) that has been signed and agreed between the Parties which forms as essential part of this MoU.

15. Taxes:

- 15.1 It is the responsibility of Service Provider to determine the need for registration and to maintain registration for GST/VAT and provide its GST/VAT registration number to Service Recipient.
- 15.2 Unless otherwise specified in the Agreement or a PO, the Fee is the GST/VAT exclusive price.
- 15.3 If any payment under this Agreement is subject to withholding tax or TCS by the relevant tax authority in the country where Services are being performed and invoiced, and such tax is required to be withheld/tax collected at source from the payment to Service Provider, Service Recipient shall be entitled to deduct any taxes payable or tax collected from the gross payment and remit the same to the tax authorities and/or such other regulatory bodies on behalf of Service Provider and the balance of the payment less the sum deducted as aforesaid shall be paid to Service Provider in accordance with this Agreement. If Service Provider is permitted to apply preferential treatment as accorded under any applicable treaty convention, Service Provider shall then furnish to Service Recipient evidence of its tax residence status by way of letter or certificate issued by the tax authorities of that country. Upon request by Service Provider, Service Recipient shall then promptly furnish to Service Provider all applicable tax receipts.
- 15.4 Invoices issued by Service Provider shall be a valid tax invoice in respect of each taxable supply complying with GST provisions;
- 15.5 Further, the Service Provider agrees to issue invoice/credit notes in respect of excess amount charged/additional discount offered for services provided and also undertakes to discharge/reverse the GST applicable. The credit note shall contain details of the original invoice.
- 15.6 If this Agreement or any supply under or in respect of this agreement becomes subject to change in rate of GST applicable on goods /services or change in transacted value is necessitated by law, the parties agree to issue a credit note or debit note or a tax invoice as the case may be in accordance with the GST laws and that the amount payable for any supply under or in respect of this Agreement by any party shall be adjusted by the amount of the GST.
- 15.7 Service Provider shall get duly registered, comply with all the rules and regulations and ensure complete compliance of GST through-out the term of this Agreement.
- 15.8 Service Provider shall be in compliance with GST and ensure full compliances with all the rules, regulations, submission of forms, uploading of invoices, etc.
- 15.9 Service Provider agrees that on payment, the invoice would be reported in the GST returns. If the returns are not updated within 30 days of payment, the amount will be withheld in the next invoice.
- 15.10 Service Provider also agrees to comply and file all the GST returns and make the payments in time and shall be solely responsible for any liability whatsoever arising due to any failure to comply.
- 15.11 The Service Provider should ensure that he discharge his tax liability properly so that Service Recipient can avail the ITC. In case of rejection of ITC of Service Recipient by the concerned tax authority due to non-payment of taxes by Service Provider or non-filing/incorrect filing of return by Service Provider then Service Recipient has full right to recover the amount of rejected ITC along with Interest and penalty arising out of such rejection of ITC.

- 15.12 Service Recipient and Service Provider agree to comply with the applicable tax laws and rules made therein, including providing invoices or other documentation in such form and detail that may be necessary to enable or assist the Kimberly Clark to claim or verify any input tax credit, set off, rebate or refund in relation to any levies payable under GST for this Agreement or in respect of any supply under this Agreement.
- 15.13 The Service Provider shall also display the Registration Certificates issued to the Service Provider under the Shops & Establishments Act, Factories Act, local VAT Act, Central Sales Tax Act, Goods and service tax act and other applicable statutes.

Schedule A**Details of the Service Provider****Name-** Waste Ventures India Private Limited**Represented by** – Edward Roshan Miranda**Address-** Survey no 337, S.V. Co-op Industrial Estate, IDA Bollaram Road Bachupally, Hyderabad, India - 500090**PAN Number-** AABCW0703C**GST Registration Number-** 36AABCW0703C1ZY**Details of Authorized Collection Partner 1****Name** – Sampurn(e)arth**Represented by** – Ritvik Rao**Address** – Office number 2 Mahinder Chambers WT Patil marg opp Duke's factory near shivaji chowk chembur Mumbai 400071**PAN Number** – AARCS3175Q**GST Registration Number**— 27AARCS3175Q1ZC**Approved by Kimberly-Clark on** [REDACTED]**Details of Authorized Collection Partner 2****Name** – Waste Ventures India Pvt Ltd**Represented by** – Edward Roshan Miranda**Address** – TBD, Delhi**PAN Number-** AABCW0703C**GST Registration Number-** 36AABCW0703C1ZY**Approved by Kimberly-Clark on** [REDACTED]

Schedule B

The Safety, Health and Environmental Policy of the Company to be followed by the Service Provider

The Service Provider shall be fully responsible for safety and health of his employees and environmental impact due to his operation.

The Service Provider shall ensure full compliance to all the relevant statutory norms.

The Service Provider shall ensure that all his personnel, while in the Premises; comply with the Company's rules and regulations regarding safety, health and environment as notified from time to time.

The Service Provider shall further ensure that the environmental impact of his activities will be minimized as per the stringent norms that are communicated by the Unit Head.

Schedule C**Delivery Schedule**

Sr. No.	Description	Timelines
1	Pilot Initiation	Immediately after MoU sign-off
2	First months' collection report	Within 4 weeks of Pilot Initiation
3	Subsequent months' collection reports	Every 4 weeks thereafter
4	Final report	Within 12 months of the pilot initiation

The parties have executed this MoU by their respective authorized signatories.

On Behalf of Waste Ventures India

On Behalf of COMPANY

By: _____

By: _____

Name: Dr. Roshan Miranda

Name: _____

Title: Director

Title: _____

Date Signed: [REDACTED]

Date Signed: _____

Notice Address:

Notice Address:

Waste Ventures India Private Limited

Kimberly-Clark Asia-Pacific Headquarters Pte Ltd

Survey no 337, S.V. Co-op Industrial Estate,
IDA Bollaram Road Bachupally,
Hyderabad, India - 500090

12 Marina Boulevard #31 – 03, Marina Bay Financial Centre
Tower 3, Singapore 018982

Attn: _____

Attn: Roshan Miranda



TRUE COPY

ANNEXURE R-5

280 (E) BLEED LINE

70



HOW TO USE & DISPOSE

- Step 1**
Lift the baby's legs and pull the diaper pant up. Follow 'Front' & 'Back' direction on the diaper.
- Step 2**
After the diaper is fully used, tear off both sides and pull the diaper down for removal.
- Step 3**
Dispose of in dry waste bin. Do not flush in toilet. Keep plastic bags away from children.

Kimberly-Clark

MADE IN INDIA.
MANUFACTURED AND MARKETED BY:
KIMBERLY-CLARK INDIA PVT. LTD., GAT. NO. 934
TO 937, VILLAGE SANASWADI, TAL. SHIRUR,
DIST.- PUNE, MAHARASHTRA - 412208.

PACKED AT: FOR PACKING UNIT ADDRESS PLEASE
READ FIRST CHARACTER OF BATCH CODE & SEE
BELOW

(A) KIMBERLY-CLARK INDIA PVT. LTD., SANASWADI,
PUNE, MAHARASHTRA - 412208

(B) KIMBERLY-CLARK INDIA PVT. LTD., C/O
ESQUIRE HEALTHCARE AND LOGISTICS PVT. LTD.,
GAT NO. 513, 517 PUNE - NAGAR ROAD,
KATKEWADI, VILLAGE-WAGHOLI, TAL. HAVELI,
DIST. PUNE - 412207

Disposable Diapers,

Size: Large
Net Qty.: 1N

Batch
Code:

40mm (W) X 35mm (H)

PKD:

M.R.P (Incl. of all taxes): ₹ 13.00

Consumer care - Query / Feedback

TOLL FREE: 1800-21-04-040
Consumercare@kcc.com

BEST USED BEFORE
3 YEARS FROM PKD.

MRP ₹

13*

*Incl. of all taxes

BUBBLE WALA

HUGGIES®

Dry pants



BUBBLE-BED™ Technology

OVERNIGHT Absorption™

- The hours will vary according to individual baby's urine amount.
+ Creative visualization. Product inside the pack may be different
from how it appears on the pack.
Imitation of lab & graphics is a punishable offence. The images
are just for representation purpose. Actual product may vary.
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Kimberly-Clark, Worldwide, Inc. (©KCCWW) All rights reserved.

- S 4-8kg
- M 7-12kg
- L 9-14kg
- XL 12-17kg



huggies.co.in



L
9-14kg

1
PANT



OVERNIGHT
Absorption™



BUBBLE-BED™
Technology

340 (D)

i mark size 25mm x 15 mm
on both side of corners.

(C) PRINT PANEL

220

LONG SEAL (WHITE AREA ONLY)

LONG SEAL (WHITE AREA)

Flow Direction

280 wrapper pitch (A)

250 (B)

10
5
15



Flow Direction

LONG SEAL (WHITE AREA ONLY)

LONG SEAL (WHITE AREA)

HOW TO USE & DISPOSE

- Step 1**
Lift the baby's legs & pull the diaper pant up. Follow 'Front' & 'Back' direction on the diaper.
- Step 2**
After the diaper is fully used, tear off both sides and pull the diaper down for removal.
- Step 3**
Dispose of in dry waste bin. Do not flush in toilet. Keep plastic bags away from children.

Kimberly-Clark
 MADE IN INDIA.
 Manufactured and Marketed by:
 Kimberly-Clark India Pvt. Ltd., Gat. No. 934 to 937, Village Sanaswadi, Tal. Shirur, Dist.- Pune, Maharashtra - 412208.
 Packed at: For Packing Unit address please read first character of batch code & see below
 (A) Kimberly-Clark India Pvt. Ltd., Sanaswadi, Pune, Maharashtra - 412208
 (B) Kimberly-Clark India Pvt. Ltd., C/O Esquire Healthcare and Logistics Pvt. Ltd., Gat. No. 513,517 Pune - Nagar Road, Katkewadi, Village-Wagholi, Tal. Haveli, Dist. Pune - 412207

Disposable Diapers, Size: Medium
 Net Qty.: 2N
 Batch Code: 40mm (W) X 35mm (H)
 PKD:
 M.R.P (Incl. of all taxes): ₹ 20.00
 Consumer care - Query / Feedback
 TOLL FREE: 1800-21-04-040
 Consumercare@kcc.com
 BEST USED BEFORE 3 YEARS FROM PKD.

₹10 Per Pant

MRP ₹ 20 *
*Incl. of all taxes

BUBBLE WALA
HUGGIES
Dry pants



M 2
7-12kg PANTS



BUBBLE WALA
HUGGIES
Dry pants



OVERNIGHT Absorption™

The hours will vary according to individual baby's urine amount.
Creative visualisation. Product inside the pack may be different from how it appears on the pack.
Imitation of label graphics is a punishable offence. The images are just for representation purpose. Actual product may vary. Licensed users of the Trademarks. ®Registered trademark of Kimberly-Clark Worldwide, Inc. (KCCWW). All rights reserved.

- S 4-8kg
- M 7-12kg
- L 9-14kg
- XL 12-17kg



huggies.co.in



i mark size 25mm x15 mm on both side of corners.

275 (E) BLEED LINE

73

25 5 42.5 40 5 90 5 40 42.5 5 25

15
5
5

LONG SEAL (WHITE AREA ONLY)



Step 1 - Stretch the diaper to open the leg guards properly
Step 2 - Hold the diaper firmly with one hand and apply the tapes one by one
Step 3 - Readjust the tapes if they are too loose or too tight

MADE IN INDIA. Manufactured and Marketed by: Kimberly-Clark India Pvt. Ltd., Gat. No. 934 to 937, Village Sanaswadi, Tal. Shirur, Dist. - Pune - Maharashtra - 412208
Packed at: For Packing Unit address please read first character of batch Code & see below
(A) Kimberly-Clark India Pvt. Ltd., Sanaswadi, Pune, Maharashtra - 412208
(B) Kimberly-Clark India Pvt. Ltd., C/O Esquire Healthcare and Logistics Pvt. Ltd., Gat No. 513,517 Pune - Nagar Road, Katkewadi, Village-Wagholi, Tal. Haveli, Dist. Pune - 412207

Disposable Diapers,
Size: Large
Net Qty.: 2N
Batch Code:
PKD: BARCODE
Max. Retail Price (Incl. of all taxes):

BEST USED BEFORE 3 YEARS FROM PKD.

CONSUMER CARE-QUERY/FEEDBACK
Speak to our consumer care executive:
TOLL FREE: 1800-10-22-221
PO BOX 14760, MUMBAI 400 099
CONSUMERCARE@KCC.COM



* Highly breathable diapers are found to be more effective in preventing diaper rash than non-breathable diapers, based on a clinical study done in the US - (Akin et al Pediatric Dermatology 2007). Huggies Dry diapers in India are highly breathable diapers. The hours will vary according to the individual baby's urine amount. Imitation of label graphics is a punishable offence. Images are just for representation purpose. Actual product may vary.

IMPORTANT: Do not flush diapers. Dispose of in dry waste bin. Keep plastic bags away from children.

420 mm



S Upto 7kg
M 5-11kg

L 8-14kg 2 DIAPERS

huggies.co.in



LONG SEAL (WHITE AREA)

240 (C) PRINT PANEL

SAFE TEXT AREA (DO NOT PRINT)

325 (D)

280 wrapper pitch (A)

250 (B)

280 (E) BLEED LINE



HOW TO USE & DISPOSE

-  **Step 1**
Lift the baby's legs & pull the diaper pant up. Follow 'Front' & 'Back' direction on the diaper.
-  **Step 2**
After the diaper is fully used, tear off both sides and pull the diaper down for removal.
-  **Step 3**
Dispose of in dry waste bin. Do not flush in toilet. Keep plastic bags away from children.

 **Kimberly-Clark**

MADE IN INDIA.
MANUFACTURED AND MARKETED BY:
KIMBERLY-CLARK INDIA PVT. LTD., GAT. NO. 934
TO 937, VILLAGE SANASWADI, TAL. SHIRUR,
DIST.- PUNE, MAHARASHTRA - 412208.
PACKED AT - FOR PACKING UNIT ADDRESS PLEASE
READ FIRST CHARACTER OF BATCH CODE & SEE
BELOW
(A) KIMBERLY-CLARK INDIA PVT. LTD., SANASWADI,
PUNE, MAHARASHTRA - 412208
(B) KIMBERLY-CLARK INDIA PVT. LTD., C/O
ESQUIRE HEALTHCARE AND LOGISTICS PVT. LTD.,
GAT NO. 513, 517 PUNE - NAGAR ROAD,
KATKEWADI, VILLAGE-WAGHOLI, TAL. HAVELI,
DIST. PUNE - 412207

Disposable Diapers,
Size: Large
Net Qty: 1N

Batch Code:

PKD:
M.R.P (Incl. of all taxes): ₹ 13.00
Consumer care - Query / Feedback
TOLL FREE: 1800-21-04-040
Consumercare@kcc.com
BEST USED BEFORE
3 YEARS FROM PKD.

MRP ₹
13
*Incl. of all taxes

BUBBLE WALA
HUGGIES
Dry pants



BUBBLE WALA
HUGGIES
Dry pants

 BUBBLE-BED™ Technology
 OVERNIGHT Absorption™

- The hours will vary according to individual baby's urine amount.
+ Creative visualization. Product inside the pack may be different from how it appears on the pack.
Imitation of lab al graphics is a punishable offence. The images are just for representation purpose. Actual product may vary.
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- S** 4-8kg
- M** 7-12kg
- L** 9-14kg
- XL** 12-17kg



huggies.co.in



L 1 PANT
9-14kg

OVERNIGHT Absorption™

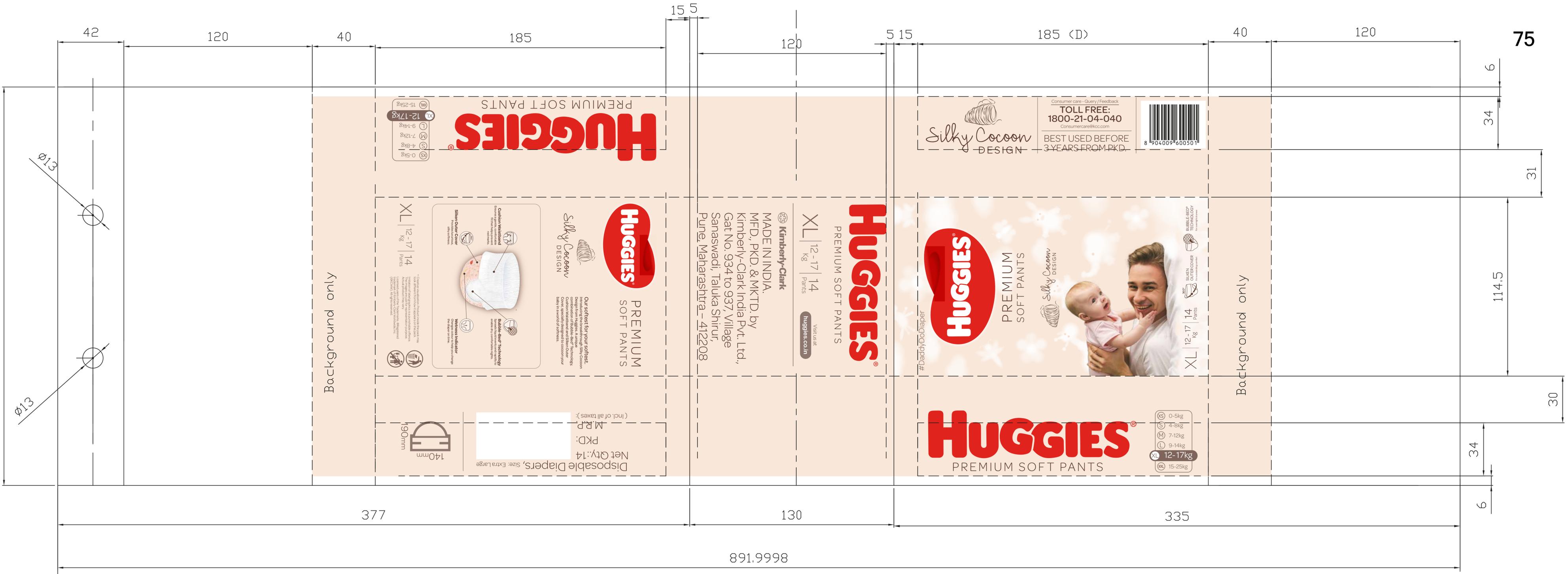
 BUBBLE-BED™ Technology

(C) PRINT PANEL
220

340 (D)

i mark size 25mm x 15 mm on both side of corners.

255



42

120

40

185

15 5

120

5 15

185 (D)

40

120

75

6

34

31

114.5

30

34

6

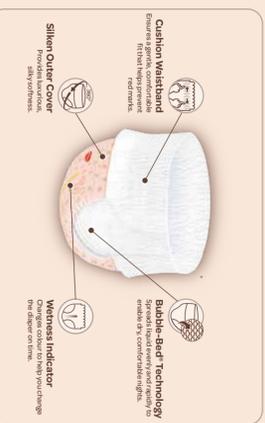
Ø13

Ø13

(XS) 0-5kg
 (S) 4-8kg
 (M) 7-12kg
 (L) 9-14kg
 (XL) 12-17kg
 (XXL) 15-25kg

HUGGIES
 PREMIUM SOFT PANTS

XL | 12-17 | 14
 Kg | Pants



HUGGIES
 PREMIUM SOFT PANTS
 Silky Cocoon DESIGN

Kimberly-Clark
 MADE IN INDIA.
 MFD., PKD. & MKTD. by
 Kimberly-Clark India Pvt. Ltd.,
 Gat No. 934 to 937, Village
 Sanaswadi, Taluka Shirur,
 Pune, Maharashtra - 412208

HUGGIES
 PREMIUM SOFT PANTS
 XL | 12-17 | 14
 Kg | Pants
 Visit us at
 huggies.co.in



XL | 12-17 | 14
 Kg | Pants

Disposable Diapers, Size: Extra Large
 Net Qty.: 14
 PKD.:
 M.R.P. (Incl. of all taxes):
 140mm
 190mm

HUGGIES
 PREMIUM SOFT PANTS
 (XS) 0-5kg
 (S) 4-8kg
 (M) 7-12kg
 (L) 9-14kg
 (XL) 12-17kg
 (XXL) 15-25kg

Consumer care - Query / Feedback
TOLL FREE:
 1800-21-04-040
 Consumercare@kcc.com
BEST USED BEFORE
 3 YEARS FROM PKD.



Background only

Background only

377

130

335

891.9998



Flow Direction

295 wrapper pitch (A)

255 (B)

LONG SEAL (WHITE AREA ONLY)

HOW TO USE & DISPOSE

- Step 1**
Lift the baby's legs & pull the diaper pant up. Follow 'Front' & 'Back' direction on the diaper.
- Step 2**
After the diaper is fully used, tear off both sides and pull the diaper down for removal.
- Step 3**
Dispose of in dry waste bin. Do not flush in toilet. Keep plastic bags away from children.

Kimberly-Clark

MADE IN INDIA. MANUFACTURED AND MARKETED BY: KIMBERLY-CLARK INDIA PVT. LTD., GAT. NO. 934 TO 937, VILLAGE SANASWADI, TAL. SHIRUR, DIST.- PUNE, MAHARASHTRA - 412208.

PACKED AT : FOR PACKING UNIT ADDRESS PLEASE READ FIRST CHARACTER OF BATCH CODE & SEE BELOW

(A) KIMBERLY-CLARK INDIA PVT. LTD., SANASWADI, PUNE, MAHARASHTRA - 412208

(B) KIMBERLY-CLARK INDIA PVT. LTD., C/O ESQUIRE HEALTHCARE AND LOGISTICS PVT. LTD., GAT NO. 513,517 PUNE - NAGAR ROAD, KATKEWADI, VILLAGE-WAGHOLI, TAL. HAVELI, DIST. PUNE - 412207

Disposable Diapers,
Size: Large
Net Qty.: 2N

Batch Code:

PKD: 40mm (W) X 40mm (H)

M.R.P (Incl. of all taxes): ₹ 28.00

Consumer care - Query / Feedback
TOLL FREE: 1800-21-04-040
Consumercare@kcc.com

BEST USED BEFORE
3 YEARS FROM PKD.

MRP ₹14 per pant

₹28*
*MRP Incl. of all taxes

BUBBLE WALA
HUGGIES
Wonder pants

BUBBLE-BED Technology

UPTO 12 HOURS Absorption

COTTONY Soft

12 HRS

125mm
185mm

Visit us at
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8 904009 617141

L 2 PANTS
9-14kg

UPTO 12 HOURS Absorption

BUBBLE-BED Technology

BUBBLE WALA
HUGGIES
Wonder pants

BUBBLE-BED Technology

UPTO 12 HOURS Absorption

COTTONY Soft

12 HRS

~ The hours will vary according to individual baby's urine amount.
Product does not contain cotton.
+ Creative visualisation. Product inside the pack may be different from how it appears on the pack.
Imitation of label graphics is a punishable offence. The images are just for representation purpose. Actual product may vary.
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XS 0-5kg
S 4-8kg
M 7-12kg
L 9-14kg
XL 12-17kg
XXL 15-25kg

125mm
185mm

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8 904009 617141

LONG SEAL (WHITE AREA)

225 (C) PRINT PANEL



Flow Direction

LONG SEAL (WHITE AREA ONLY)

LONG SEAL (WHITE AREA)

360 (D)

! MARK SIZE 25 mm X 15 mm ON BOTH SIDE OF CORNERS.

78

Perforation Line

80

30

205

10

30

10

205

30

80

110

How to use kotex freedom
 Remove paper strip from wings and wrap them around panty sides. Stick firmly onto panty from back of pad and remove paper strip.

MFD By: K. A. Enterprises, Plot no. 70, Sector 6, IMT, Manesar, Haryana 122050 | MKTD By: Kimberly-Clark India Pvt. Ltd., 971 No. 934-937, Village Sanaswadi, Taluka Shirur, Dist. Pune, Maharashtra - 412208

THE ALL-NEW kotex freedom HAS BEEN SPECIFICALLY DESIGNED TO GIVE YOU EXTRA PROTECTION EVEN DURING HEAVY FLOW DAYS.

20% WIDER

1 TRIPLE ANTI-LEAK CHANNEL
Traps leakage thrice with new anti-leak channel design.

2 UNIQUE SHAPE
Curvy shape to fit and move with your body.

3 LONGER LENGTH & WIDER BACK
For extra protection against front and back leaks.

4 LIQUID LOCK GEL
Designed to absorb and lock the wetness inside.

5 Soft Wings
To keep your skin comfortable and rash-free.

ODOUR CONTROL

Back Panel

*Pads not to be sold individually. *Per pad rounded up price. Included for reference only. *Based on internal quality test.

8 904009 601065

PKD: Batch No.:
 20 mm X 55 mm
 PCR Panel Online coding area

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 Licensed user of TM
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Size : Regular (240mm) Sanitary Pads
 *MRP Rs. 28/- Incl. of all taxes Net Quantity : 6N

kotex Freedom Soft & Dry Cover Range	Regular Flow	Regular size 240 mm
	Heavy Flow	XL size 280 mm

6 PADS ₹28/- ₹4.70/*pad

DRY COVER WITH Soft Wings
 kotex freedom
 6 PADS ₹28/-

kotex freedom



BEST BEFORE 3 YRS OF MFD.
 Wrap in paper and throw into dustbin.
 DO NOT FLUSH

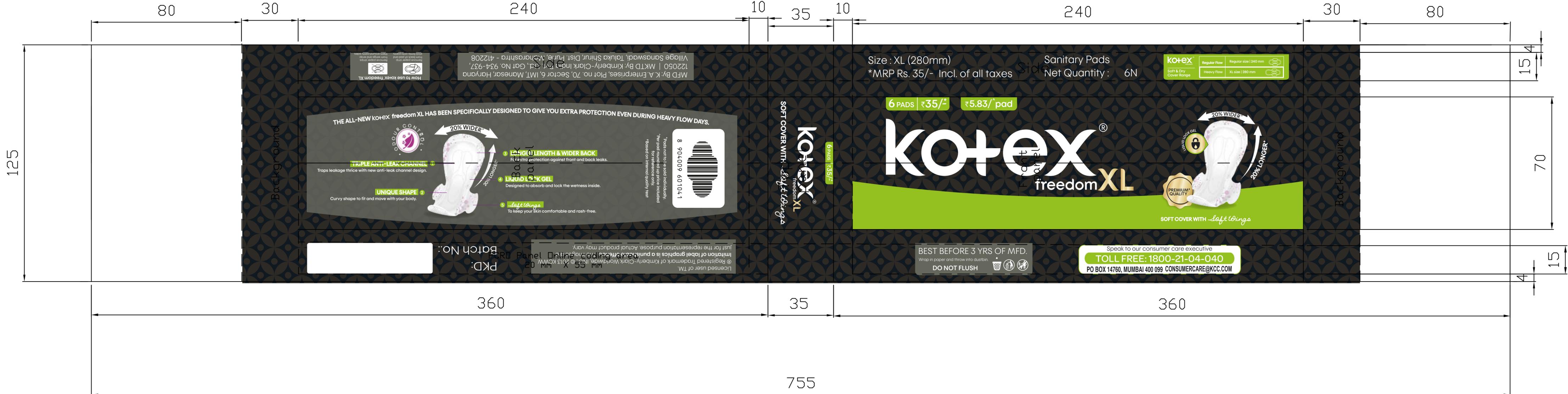
Speak to our consumer care executive
TOLL FREE: 1800-21-04-040
 PO BOX 14760, MUMBAI 400 099 CONSUMERCARE@KCC.COM

325

30

325

Perforation Line



125

80

30

240

10

35

10

240

30

80

15.4

70

15

4

35

755

360

360

How to use Kotex Freedom XL
 Stick firmly onto pants from around outer side.
 Stick firmly onto pants from back of pad and sides.
 Stick firmly onto pants from front of pad and sides.

MFD By: K. A. Enterprises, Plot no. 70, Sector 6, IMT, Mansarovar, Haryana
 122050 | MKTD By: Kimberly-Clark India Pvt. Ltd., Ghat No. 934-937,
 Village Sanaswadi, Taluka Shirur, Dist. Pune, Maharashtra - 412208

Size : XL (280mm)
 *MRP Rs. 35/- Incl. of all taxes
 Sanitary Pads
 Net Quantity : 6N

Kotex
 Soft & Dry
 Cover Range

Regular Flow	Regular size 240 mm
Heavy Flow	XL size 280 mm

6 PADS | ₹35/- | ₹5.83/^pad

kotex
 freedom XL



THE ALL-NEW kotex freedom XL HAS BEEN SPECIFICALLY DESIGNED TO GIVE YOU EXTRA PROTECTION EVEN DURING HEAVY FLOW DAYS.

ODOUR CONTROL

TRIPLE ANTI-LEAK CHANNEL 1
 Traps leakage thrice with new anti-leak channel design.

UNIQUE SHAPE 2
 Curvy shape to fit and move with your body.

20% WIDER*

20% LONGER*

3 LONGER LENGTH & WIDER BACK
 For extra protection against front and back leaks.

4 LIQUID LOCK GEL
 Designed to absorb and lock the wetness inside.

5 Soft Wings
 To keep your skin comfortable and rash-free.

SOFT COVER WITH Soft Wings

8 904009 601041

*Pads not to be used individually. Per pad round pad up price included for reference only. Based on internal quality test.

Batch No.:
 PKD:
 20 mm X 55 mm
 Online coding area
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BEST BEFORE 3 YRS OF MFD.
 Wrap in paper and throw into dustbin.
 DO NOT FLUSH

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 PO BOX 14760, MUMBAI 400 099 CONSUMERCARE@KCC.COM

310 (E) BLEED LINE



LONG SEAL (WHITE AREA ONLY)

LONG SEAL (WHITE AREA)

Flow Direction



HOW TO USE & DISPOSE

- Step 1**
Lift the baby's legs & pull the diaper pant up. Follow 'Front' & 'Back' direction on the diaper.
- Step 2**
After the diaper is fully used, tear off both sides and pull the diaper down for removal.
- Step 3**
Dispose of in dry waste bin. Do not flush in toilet. Keep plastic bags away from children.

Kimberly-Clark
 MADE IN INDIA. MANUFACTURED AND MARKETED BY: KIMBERLY-CLARK INDIA PVT. LTD., GAT. NO. 934 TO 937, VILLAGE SANASWADI, TAL. SHIRUR, DIST.-PUNE, MAHARASHTRA - 412208.
 PACKED AT: FOR PACKING UNIT ADDRESS PLEASE READ FIRST CHARACTER OF BATCH CODE & SEE BELOW
 (A) KIMBERLY-CLARK INDIA PVT. LTD., SANASWADI, PUNE, MAHARASHTRA - 412208
 (B) KIMBERLY-CLARK INDIA PVT. LTD., C/O ESQUIRE HEALTHCARE AND LOGISTICS PVT. LTD., GAT NO. 513,517 PUNE - NAGAR ROAD, KATKEWADI, VILLAGE-WAGHOLI, TAL. HAVELI, DIST. PUNE - 412207

Disposable Diapers,
 Size: Small
 Net Qty.: 2N

Batch Code:

PKD: 40mm (W) X 40mm (H)

M.R.P (Incl. of all taxes): ₹ 20.00

Consumer care - Query / Feedback
 TOLL FREE: 1800-21-04-040
 Consumercare@kcc.com

BEST USED BEFORE 3 YEARS FROM PKD.

MRP ₹10 per pant

₹ 20 *
*MRP Incl. of all taxes

BUBBLE WALA

HUGGIES
Wonder pants

BUBBLE-BED Technology

UPTO 12 HOURS Absorption

COTTONY Soft

XS 0-5kg
S 4-8kg
 M 7-12kg
 L 9-14kg
 XL 12-17kg
 XXL 15-25kg

115mm
165mm

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8 904009 617110

S 2 PANTS
UPTO 12 HOURS Absorption
BUBBLE-BED Technology

360 (D)

i mark size 25mm x15 mm on both side of corners.

225 (C) PRINT PANEL

260

106

35

140 (D)

10

5

95

510

140 (D)

35

106

81

6

34

20

140

20

34

6

Background only

Background only

HUGGIES
New Born

HUGGIES
New Born

XS 0-5 kg **22** DIAPERS

WETNESS INDICATOR
Clears colour from inside when baby needs a diaper change

ABSORBS RUNNY POO
Absorbs runny stool and locks it away from baby's skin

SOFT
Soft and gentle on baby's skin

WIND PROTECTANT
Prevents your baby from feeling uncomfortable

OUR AIR-FRESHENING SCENT
Keeps your baby's diaper area smelling fresh

Disposable Diapers, size: Extra Small
Net Qty.: 22N
PKD:
M.R.P. (Incl. of all taxes):
340mm
363mm

HUGGIES
New Born

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1800-21-04-040
Consumercare@huggies.com

XS 0-5 kg **22** DIAPERS

* Check the indication: Product inside the pack may be different from how it appears on the pack. Actual product may vary.
Product does not contain cotton.
* Also see the Pediatric Dermatology, 2001. Highly absorbent and soft. Has been proven to reduce prevalence of diaper rash.
Imitation of label graphics is a punishable offence.



Step 1 - Stretch the diaper to open the leg guards properly
Step 2 - Hold the diaper firmly with one hand and apply the tapes one by one
Step 3 - Readjust the tapes if they are too loose or too tight



HUGGIES
New Born

Tape diapers

XS 0-5 kg **22** DIAPERS

ABSORBS RUNNY POO

WETNESS INDICATOR

Kimberly-Clark

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PACKED AT : KIMBERLY-CLARK INDIA PVT. LTD., C/O ESQUIRE HEALTHCARE AND LOGISTICS PVT. LTD., GAT NO. 513, 517 PUNE - NAGAR ROAD, KATKEWADI, VILLAGE-WAGHOLI, TAL. HAVELI, DIST. PUNE - 412207.
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GUIDELINES FOR MANAGEMENT OF SANITARY WASTE

As per Solid Waste Management Rules, 2016



CENTRAL POLLUTION CONTROL BOARD

Ministry of Environment, Forest & Climate Change, Govt. of India

Parivesh Bhawan' C.B.D. Cum-Office Complex,

East Arjun Nagar, Shahdara, Delhi-110032

May 2018

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1.0 Introduction

Sanitary waste disposal has become an increasing problem in India as the plastic used in disposable sanitary napkins are not bio-degradable and lead to health and environmental hazards. The impact is more pronounced because of the unorganized ways of municipal solid waste management and poor community collection, disposal and transportation networks in the cities and villages. Further, one major issue of sanitary waste has always been their categorization, i.e., whether it is biomedical or plastic waste. Soiled napkins, diapers, condoms, tampons and blood-soaked cotton, which are household waste according to the Solid Waste Management (SWM) Rules, 2016, are being disposed after segregation into biodegradable and non-biodegradable components. However, the Bio-Medical Waste Management Rules, 2016 indicate that items contaminated with blood and body fluids, including cotton, dressings, soiled plaster casts, lines and bedding, are bio-medical waste and should be incinerated, autoclaved or microwaved to destroy pathogens. The lack of concern for sanitary waste management in our country is reflected in the fact that there is no reliable statistics on the subject. Due to the lack of segregation of waste, there is hardly any documentation in this area, so through instructions for handling and management of sanitary waste are essential. As per the study conducted in 2011, titled ‘Sanitary Protection: Every woman’s health right’ estimated that only 12% of the 335 million menstruating women have access to disposable sanitary napkins. Environment portal Down to Earth estimated that 432 million pads are disposed every month.

2.0 Provisions of Sanitary Wastes in Solid Waste Management Rules (SWM), 2016

According to the provision of 3(46) of **Solid Waste Management Rules, 2016**, ‘solid waste’ was categorized as follows: solid or semi-solid domestic waste, **sanitary waste**, commercial waste, institutional waste, catering and market waste and other non-residential wastes, street sweepings, silt removed or collected from the surface drains, horticulture waste, agriculture and dairy waste, treated bio-medical waste excluding industrial waste, bio-medical waste and e-waste, battery waste, radioactive waste generated in the area under the local authorities. Further, as per the provision of 14(i) of **SWM Rules, 2016**, Central Pollution Control Board has a provision to “*publish guidelines, from time to time, on environmental aspects of **processing and disposal of solid waste** to enable local bodies to comply with the provisions of these rules*”. Therefore, in exercise of the power conferred by section 14(i) of the **Solid Waste Management, Rules, 2016** and the objections and suggestions received from the public, the Government of India through CPCB has framed the guidelines on **sanitary waste management** to ensure proper disposal of sanitary waste. Most of the existing sanitary waste management facilities are practicing under **SWM Rules, 2016**, which are as follows:

- Rule 3(19), “**dry waste**” means waste other than bio-degradable waste and inert street sweepings and includes recyclable and non-recyclable waste, combustible waste and **sanitary napkin** and **diapers**, etc;

- Rule 3(41), “**sanitary waste**” means wastes comprising of used diapers, sanitary towels or napkins, tampons, condoms, incontinence sheets and any other similar waste;
- Rule (4)(b), states that wrap securely the used **sanitary waste** like **diapers, sanitary pads** etc., in the pouches provided by the manufacturers or brand owners of these products or in a suitable wrapping material as instructed by the local authorities and shall place the same in the bin meant for dry waste or non- bio-degradable waste;
- Rule 15(zg) (iv) & (vi), stated that the Local Authority and Nagar Panchayat shall create public awareness through information, education and communication campaign and educate the waste generators on wrapping used **sanitary waste** securely as and when generated in the pouches provided by the brand owners or a suitable wrapping as prescribed by the local body and place the same in the bin meant for non-biodegradable waste. The Local Authority and Nagar Panchayat shall also educate public on segregation of sanitary waste at source.
- As per Rule 17, duty of manufacturer or brand owners of disposable products and **sanitary napkins and diapers** are given below:
 - (i) All manufacturers of disposable products such as tin, glass, plastics packaging, etc., or brand owners who introduce such products in the market shall provide necessary financial assistance to local authorities for establishment of waste management system.
 - (ii) All such brand owners who sell or market their products in such packaging material which are non-biodegradable shall put in place a system to collect back the packaging waste generated due to their production.
 - (iii) Manufacturers or brand owners or marketing companies of sanitary napkins and diapers shall explore the possibility of using all recyclable materials in their products or they shall provide a pouch or wrapper for disposal of each napkin or diapers along with the packet of their sanitary products.
 - (iv) All such manufacturers, brand owners or marketing companies shall educate the masses for wrapping and disposal of their products.

3.0 Menstrual Hygiene Management National Guidelines (December 2015)

Menstrual Hygiene Management (MHM) is an integral part of the **Swachh Bharat Mission Guidelines (SBM-G)**. The MHM Guideline (Dec 2015) is issued by the Ministry of Drinking Water and Sanitation to support all adolescent girls and women. It outlines what needs to be done by state

governments, district administrations, engineers and technical experts in line departments; and school head teachers and teachers.

As per MHM guidelines, ‘**Safe disposal**’ means ensuring that the process of destruction of used and soiled materials is done without human contact and with minimal environmental pollution and ‘**Unsafe disposal**’ means throwing used cloth into ponds, rivers, or in the fields exposes others in the area to decaying material and should be avoided. Offsite disposal can be organized with the communal or town solid waste collection and management system. If a hospital with a safe and treatment unit for hazardous waste is nearby, this might be a best solution to explore. However, this is unfortunately not a viable option for many rural schools, and transport will be a logistical and financial challenge. Options for on-site disposal include disposal deep burial, composting, pit burning and incineration. The right option depends on key factors such as amount and type of materials, the available budget (investment and O&M costs) and environmental considerations. **Burning in open heap** should be totally avoided. If burning is the only option, a deep pit should be used.

Unsafe  Safe	<i>Common practices</i>
	Throw them unwrapped into fields, rooftops, etc.
	Wrap them in paper/ plastic bag and throwing them outside
	Drying, wrap in paper/plastic bag and throw in dustbins (mostly non-rural)
	Bury them for de-composting
	Throw them in latrine / toilets
	Burn it (rural areas and peri-urban areas)
	Use small scale incinerators (community or school level)
Municipal waste management / burning in health clinics (more urban)	

Source: MHM Guideline 2015

Lack of facility & disposal systems in India and other social stigmas attached to menstruation, affects the sanitary waste disposal behavior of women in the country. Considering this some of the common methods used for disposing sanitary waste:

4.0 Provisions of Menstrual Hygiene Management (MHM) in the SBM-G Guidelines, 2017

Swachh Bharat Mission Gramin (SBM-G) is sensitive to menstrual hygiene needs of adolescent girls and women. Towards this end, guidelines on Menstrual Hygiene Management have been issued by the Ministry of Drinking Water & Sanitation in 2015 and must be adhered to. The SBM(G) implementation should ensure that the MHM facilities take into consideration issues such as ventilation. Action points taken in **MHM** under SBM(G) guidelines are as follows:

- Public toilet design should ensure safe and private entrance to women’s toilets, with ample lighting after evening hours. The location of the toilets should be decided through a participatory

process based on the feedback of users. The approach to the toilet should feel and be safe for women and girls e.g. ensuring that there are no public gathering spots on the path to the toilet where men gather socially.

- Adequate water and space inside the toilet should be ensured for the women users to change napkins/cloth and to wash themselves.
- Toilet cubicles may be provided with a shelf, hooks or niche to keep clothing and menstrual adsorbents dry.
- Disposal bins with lids should be placed within the toilet, as the initial point of waste collection.
- Funds under SLWM head may be used for setting up incinerators in community toilets.
- IEC plans should include MHM as a key component for raising awareness among girls and women. The MHM guidelines have a description of possible interventions.
- Efforts must be made through the IEC activities to emphasize that menstruation is a biological function and rid the community of taboos and superstitions associated with menstruation.
- CSOs and SHGs may be engaged to inform the communities about safe menstrual hygiene Practices and develop economic models to meet the demand for low-cost sanitary napkins.
- Studies show that when fathers of adolescent girls are made aware about the MHM needs of their daughters.
- Schools must have segregated toilets that are kept open and accessible during school hours, and have the above systems in place for menstrual waste management.
- Provision of MHM related facilities to schools including Communication interventions and as well as infrastructure creation, may be supported under the SLWM component of SBM (G).
- Counseling for adolescent girls, and special educational sessions around menstrual health and hygiene should be organized by qualified professionals as part of school education.
- Similarly, menstrual health and hygiene awareness camps may be organized for women in the community, at local health centres, Anganwadis, etc. by qualified professionals.

5.0 Current User Practices & Implementation Status

5.1 Current practices:

- (i) **Disposing in the open:** The disposal of sanitary napkins depends on the location where women are disposing soiled napkins. Often their behavior differs when they are not at home; women tend to leave the soiled napkins unwrapped in the corners or they throw the used pad in dustbins without wrapping them.
- (ii) **Disposing in the dustbin/garbage:** when at home urban women dispose their napkins in the garbage; most of the times they wrap it and throw it but when not at home there is a tendency of throwing the pad without wrapping it, in the dustbin.
- (iii) **Burying the menstrual waste in a pit:** Most rural women bury the menstrual waste in a pit; many would wash the used napkins and then bury the same in a pit. In a pilot study of around 1000 women in West Bengal it was discovered that girls using napkins in school carry the used ones home and around 78% of the women interviewed would bury them or dispose them alongside ponds.
- (iv) **Burning the menstrual waste:** in the above mentioned study only 2% women burn the soiled napkins. The burning of used pads is prevalent in rural areas than in urban areas as women have to take care of the final disposal of pads there; whereas in urban areas women forget about the consequences of disposal after they have thrown it in the dustbin.
- (v) **Using incinerators or special disposal dustbins:** Many institutions and schools have started using incinerators or 'feminine hygiene bins' for proper disposal of napkins. These incinerators are a sigh of relief for the school going girls and working women.
- (vi) **Flushing the soiled napkins:** as mentioned before the disposal habit changes according to the place; in public places, depending on the toilet type; for example when women are using flush toilets they try to flush the soiled napkins and if it doesn't get flushed they may wrap it and throw it in the dustbins. Things in this context might be changing now but because of lack of information on disposal facilities women even today flush used napkins in the toilet.

5.2 Implementation Status:

Barring some isolated practices, sanitary waste management is not implemented according to the provisions under SMW Rules, 2016. The initiatives made were mainly for disposal of used sanitary napkins for menstrual waste stream. No initiatives were reported for collection and disposal of other sanitary wastes such as infant diapers, adult diapers, tampons, condoms, incontinence sheets and other similar waste is yet to be evolved in the country by the key stakeholders namely Consumer, Producers and Local Authorities.

6.0 Waste Management Options

Option	Type of waste	Where to Use	Specifications/Pollution control norms
Low-cost, locally made incinerators	Napkins and other wastes. Best suited for pads with high cellulose content, not those that have super absorbent polymers (SAP)	Rural Girls School, Colleges, Institutions, Hostels etc.	<ul style="list-style-type: none"> • Manually operated • Minimum Size: 3' × 3' × 3' • Design: As given in MHM Guidelines, Technical Guide 2 • Capacity should be ~200 Napkins/Day • Comprises of two chambers (for firing and ash collection) • An emission control system along with a door for firing • Made of brick masonry • Opacity of the smoke shall not exceed 20%. • All the emissions to air other than steam or water vapor shall be odorless and free from mist, fume and droplets. • Operation temperature reaches up to 300°C • Assure 100% burning effectiveness. • The incineration chamber shall be designed to include an auxiliary gas or oil burner to be used as necessary to maintain the prescribed minimum combustion temperatures. • If diesel is used, low Sulphur diesel shall be used as fuel in the incinerator. • Compliance to General Emission Standards for air pollutants notified under E (P) Act, 1986 or as may be prescribed by SPCBs/PCCs.
Electric incinerators	Bulk amount of napkin wastes	Girls toilets, community toilets, complexes, Malls, Society Complex etc.	<ul style="list-style-type: none"> • Ensure complete burning of napkin. • Ensure instant disposal in a scientific and hygienic way with fully automatic way and burn completely. • Burns 150 to 200 napkins/day, can be programmed for cycles/day • Self-disposal by user by directly putting into the incinerator. • Ash generation should not exceed more than 5% per napkin • Ash should be collected in separate tray and ensure stack on that tray. • Auto power & thermal cut-off and automatic temperature maintenance should be there for safety of user. • Inside refractory lining should be excellent heat

			<p>retention to avoid thermal loss.</p> <ul style="list-style-type: none"> • The residence time for gaseous products in the combustion chamber will be designed to be at least 2 seconds to ensure complete combustion. • The emission from incinerators shall comply the General Emission Standards mentioned under Standard for incineration section in SWM Rules, 2016.
High-temperature incinerators for bio-medical waste	Incinerate all types of pads (those with high cellulose content, high moisture content, and those with SAP) and all types of bio-medical waste	Waste burnt at central/combi ned incinerator facility	<ul style="list-style-type: none"> • The incinerator shall be designed for capacity more than 50 kg/hr. • The double chamber incinerator shall preferably be designed on "controlled-air" incineration principle, as particulate matter emission is low in such incinerator. Minimum 100% excess air shall be used for overall design. • No incinerator shall be allowed to operate unless equipped with Air Pollution Control Device (APCD). • The incineration ash shall be stored in a closed sturdy container in a masonry room to avoid any pilferage. Finally, the ash shall be disposed in a secured landfill. • Emission control measures must be followed as per Schedule II of the Bio-medical Waste Management Rules, 2016, notified under the Environment (Protection) Act 1986. • The location, structural design etc. of the incinerator shall be as per the guidelines of Bio-medical Waste Rules, 2016, published by CPCB under Guidelines for Bio-medical Waste Incinerator, 2017. • A skilled person shall be designated to operate and maintain the incinerator.
Deep burial	compostable sanitary pads (e.g., made of natural fibres), not pads made of bleached cellulose, SAP, and plastic covering	Villages and small towns	<ul style="list-style-type: none"> • Once the used absorbent material is put inside the burial pit, it should be covered with soil or sand. It should not be kept exposed to open air. • The pit should be constructed at a distance of about 5 to 7 meters from drinking water source • Depending upon the number of users the size can vary. • Minimum Specification: 0.5 m × 0.5 m × 1.0 m, or even better 1.0 m × 1.0 m × 1.0 m (l×b×d). • The technical descriptions must be followed as per Technical Guide 2, notified under MHM National Guidelines, December 2015.

Composting	Used paper, tissues, cloth based absorbents and even some sanitary napkins (if they made only of wood pulp and non-woven cotton) Commercial disposable pads will not compost	Composting can be made in communities (both urban and rural), and schools, encouraging for community based and community led composting	<ul style="list-style-type: none"> • Used menstrual absorbent should be mixed and covered with materials such as leaves, dried plants or other bio-degradable material. • The need to be properly moist, which might requires watering during dry periods. • Once the pit is filled, it should be covered properly with soil so as to avoid smell, destruction from rodents, etc. • Minimum Specification: 0.5 m × 0.5 m × 1.0 m, or even better 1.0 m × 1.0 m × 1.0 m (l×b×d). • The technical descriptions must be followed as per Technical Guide 2, notified under MHM National Guidelines, December 2015.
Pit burning	Plain cotton clothes of degradable sanitary material	Rural area, where there are no better options available	<ul style="list-style-type: none"> • The burning should be carried out at about 1 m depth with some good burning material like dried wood or sometimes kerosene oil or fuel is used. • During the burning, there should be safety measures, such as a dedicated personal and avoid contact by unauthorized students. • Minimum specification: 0.5 m × 0.5 m × 1.0 m; 1.0 m×1.0 m×1.0 m (l×b×d). • The technical descriptions must be followed as per Technical Guide 2, notified under MHM National Guidelines, December 2015.

Recommended options for disposal of different sanitary wastes (as per MHM Guidelines 2015)

Sanitary Waste	Waste management options				
	<i>Disposal into pit latrine</i>	<i>Deep burial</i>	<i>Composting</i>	<i>Pit burning</i>	<i>Incinerator</i>
Used tissues, paper, cloth, cotton	✓	✓	✓	Less recommended	Low cost/locally made inclinators or Electric inclinators
Cotton napkins (reusable or commercial)	Less recommended	✓	✓	Less recommended	Electric inclinator
Commercial napkins with plastic and liners	Less recommended	✓	Not possible	Less recommended	Bio-medical Waste Incinerator

7.0 Role of Customer/Producers/Private Agencies/SPCBs & PCCs/ULBs/Villages/Panchayat/Local levels

The following options are suggested for disposal of sanitary waste through different stakeholders;

i. At Consumer Level:

- (a) The consumer shall wrap the sanitary waste using self-wrapping straps or keep the sanitary waste in leak-proof pouches provided by producer and dispose the same along with dry waste or keep the waste in separate bin provided at the time of door to door collection by local agency. In case separate bin is not provided by authorized waste picker, the wrapped/pouched sanitary waste should be placed in dry-waste bin for collection by authorized waste picker (during door to door collection).
- (b) In case Producers does not provide wrapper or Pouch, the used sanitary waste should be wrapped in old newspaper and placed in dry-waste bin for collection by authorized waste picker (during door to door collection).

ii. At Producers Level:

As per the mandate given under the SWM Rules, 2016 the Producers shall involve in following activities;

- (a) Provide wrapping pouches OR Provide suitable self-wrapping (sealing straps) for the used sanitary waste so that the sanitation staff (Safai Karmachari) are not exposed to sanitary waste during handling. Wrapping system or pouches provided by Producers shall have symbols for easy identification of waste thereby prompting the workers not to open the pack for examination.
- (b) Work with local agencies for achieving segregated collection and disposal of sanitary waste.
- (c) Indulge in providing mass education and awareness in proper handling and segregation and disposal of sanitary napkins.
- (d) Explore the possibility of using recyclable materials in their products.

iii. By Private Agencies:

- (a) Segregated sanitary waste can be disposed by Incineration through authorised common Biomedical Waste Treatment and Disposal Facilities. An authorised waste picker by local authorities (as per SWM Rules, 2016) can provide such services on commercial basis. The SPCBs/PCCs may authorise common CBWTDFs to receive sanitary waste from such service providers, only in case the existing CBMWTDF has adequate capacity to dispose the same.
- (b) In small cities, the sanitary wastes can be composted if cotton/clothes are separated from the products. Other-wise, the sanitary waste will go along with dry waste for disposal.
- (c) In Class I cities sanitary waste can be landfilled. The sanitary wastes also can be utilized in waste-to-energy or co-processing in cement kilns/power plants.

iv. At SPCBs/PCCs Level:

SPCBs/PCCs may allow sale and operation of mini and modular incinerators for disposal of sanitary napkins. Modular incinerators can be promoted only in case of remote locations (military establishments, camps etc.) or for the areas having no access to common incinerators. For allowing such modular incinerators, SPCBs shall ensure the following;

- (a) Depending on type of technology provider, modular incinerators can be based on twin chamber incineration, Magnetic Pyrolysis Furnaces, plasma pyrolysis furnaces, electrically operated furnaces, Clay-pot (Matka incinerator) etc..
- (b) Modular incinerators may have to demonstrate compliance to general emission standards for air emissions notified under E (P) Act, 1986 or as may be prescribed by SPCBs/PCCs. In this regard, they shall produce test certificate from EPA recognized/accredited laboratory so as to sell their Product.
- (c) Considering low volume of flue gases, the cleaned flue gases after complying with standards shall be vented through stacks of height atleast 2m above the roof or the nearest building or as may be decided by SPCBs.
- (d) SPCBs may randomly verify functioning of such incinerators, and in case of non- compliance to emission standards, they shall direct the manufactures/Producers to not to place their Products on the market.
- (e) Convergence and coordination with different ministries, departments and schemes and awareness creation around sanitary waste management through well targeted commutations and media plans.

- (f) The SBCSs is also responsible for identifying district level resources people and implementing partners, to assist the process of orienting all relevant district and sub district personals.
- (g) SPCBs shall organize the collaborative orientation programmes between the SWM Cell/ WSSO, Department of Education, Department of Women & Child Development, Department of Health and P&RD.

v. At ULB/Local Level:

As per the mandate, the ULBs in association or assistance with Producers shall make necessary arrangements for collection and disposal of sanitary waste. The following options are envisaged for disposal;

- (a) Send the segregated sanitary waste to available waste management options/incinerators for final disposal/incineration. (These incinerators may be of TSDFs or CBMWTFs)
- (b) The sanitary waste, if collected as part of segregated non-recyclable dry-waste may feed for Waste to Energy plants.
- (c) ULBs may also install a stand-alone common incinerator for disposal of sanitary waste and other wastes (such as STP/drain sludge).
- (d) Create awareness of the negative consequences of poor waste management on health and the environment due to sanitary waste.
- (e) Develop waste management systems at the local level and facilitate access to water, sanitation and waste disposal for women and girls, especially in rural areas.
- (f) Involve women in the design of sanitation and waste management structures to ensure menstrual waste-related needs for disposal, collection and treatment are taken into account.
- (g) Support from private sectors in development of menstrual waste management products that are environmentally friendly and accessible for women and girls.
- (h) Industrial Groups/ Commercial Groups to involve in sanitary waste management (collection to disposal) under Corporate Social Responsibility (CSR) and promotion of Extended Producers Responsibilities (EPR) for providing pouch /wrappers for safe handling of sanitary wastes and decentralized deposit centres.
- (i) Ensure implementation of sanitary waste guidelines and policies and monitoring of KPI and inclinators.
- (j) ULBs must conduct the training sessions in schools and communities along with the key messages of Hygienic practices as per the MHM Guidelines.

vi. At Villages/Panchayat Level:

At villages and Pachayat areas not having access to common incinerators, may dispose used home-made sanitary napkins made of natural tissues/paper/cloth/cotton as well as re-usable commercial cotton napkins in small **burial pits** of more than 50 cm deep or into pit latrines. In case of commercial sanitary napkins made with plastic and liners, low cost incinerators like **Matka Incinerator** kept in open areas (such as open backyard, open fields, terrace of the house, etc.).


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Purva Pravin Bora vs MoEF & CC & Ors. O.A. No. 237 of 2020, Principal Bench, NGT

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11 March 2021 at 13:03

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Dear All,

In pursuance of the earlier directions passed by the Hon'ble National Green Tribunal in the captioned matter, please find attached the counter affidavit on behalf of our client, Kimberly-Clark India Private Limited (Formerly known as Kimberly-Clark Lever Private Limited) which has been arrayed as Respondent No. 10 in the captioned Original Appeal.

In case of any query, you may contact:

Mr. Arjun Garg, Partner, GSL Chambers at + 91 9971796913.

Also at the contact details given below with this mail.

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Regards

On behalf of Kimberly-Clark India Private Limited (Formerly known as Kimberly-Clark Lever Private Limited) / Respondent No. 10

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