

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

APPEAL NO. 34 OF 2025

IN THE MATTER OF:

RSA DYNAMIC MOTORS LLP

.....APPELLANT

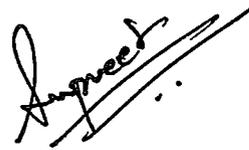
VERSUS

STATE OF PUNJAB & ORS.

.....RESPONDENTS

I N D E X

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1.	Counter Affidavit on behalf of Respondent No. 3 / G.S. Promotors and Developers to the Appeal filed by the Appellant under Section 16(f) read with Section 18 of the NGT Act, 2010 against Order dated 10.03.2025 dismissing Appeal against revocation of Consent to Operate granted under the Air (Prevention & control of pollution) Act, 1981.	1-8
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**Ms. Supreet Bimbira & Mr. Ranjit Singh Kalra,
Advocates**

Counsel for Respondent No. 3 /
G.S. Promotors & Developers
WZ 315/3, GF, G-Block, Asha Park,
Jail Road, Hari Ngr. Extn. New Delhi
supreetbimbira@gmail.com

8447126123

New Delhi

Dated: 08.07.2025

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

APPEAL NO. 34 OF 2025

IN THE MATTER OF:

RSA DYNAMIC MOTORS LLP

.....APPELLANT

VERSUS

STATE OF PUNJAB & ORS.

.....RESPONDENTS

COUNTER AFFIDAVIT ON BEHALF POF RESPONDENT NO. 3
/ G.S. PROMOTORS AND DEVELOPERS TO THE APPEAL
FILED BY THE APPELLANT UNDER SECTION 16(f) READ
WITH SECTION 18 OF THE NATIONAL GREEN TRIBUNAL
ACT, 2010 AGAINST ORDER DATED 10.03.2025
DISMISSING APPEAL AGAINST REVOCATION OF CONSENT
TO OPERATE GRANTED UNDER THE AIR (PREVENTION AND
CONTROL OF POLLUTION) ACT, 1981;

I, Bir Bhan Goyal, S/o Ayodhya Parshad Goyal, aged about 65 years,
resident of# 53, Sector-6, Panchkula, Haryana, 134109, Partner of the
Respondent No. 3, do hereby solemnly affirm and declare as under:-

For G. S. PROMOTERS & DEVELOPERS

Bir Bhan Goyal
Authorised Signatory



1. That the present Counter Affidavit is being filed on behalf of the Respondent No. 3 / G.S. Promoters and Developers (hereinafter referred to as 'answering Respondent'), to the Appeal preferred by the Appellant challenging the Impugned Order dated 10.03.2025, whereby the Appellate Authority dismissed the Appellant's appeal challenging the revocation of Consent to Operate granted under The Air (Prevention and Control of Pollution) Act, 1981 (hereinafter referred to as 'Air Act'). That the answering respondent has gone through the Appeal and the documents filed therewith and this affidavit is being filed on the basis of the records maintained by the company in due course of business and that the deponent is competent to file this Counter Affidavit.

2. That at the outset, the answering respondent denies the allegations, averments / contents made therein save those expressly admitted herein. The allegations levelled against the answering respondent are misconceived, devoid of any merits and are liable to be rejected.

3. That the present Appeal has been preferred by the Appellant to challenge the dismissal order of the Appellate authority whereby the authority had dismissed the Appellant's appeal before it, challenging the

For G. S. PROMOTERS & DEVELOPERS

Balsham Yadav

Authorised Signatory

revocation of the Consent to operate by the Respondent no. 1 / Punjab Pollution Control Board (hereinafter referred to as 'PPCB'). That pertinently the PPCB had also encased a Bank Guarantee amounting to Rs. 1 lacs which was furnished by the answering respondent. Subsequently certain directions were given by the PPCB and the Consent to operate was revoked by the PPCB.

4. That pertinently, the consent to operate was revoked by the PPCB in the wake of absence of amended Environmental Clearance and certain other infirmities which had been recorded by the PPCB upon its inspection of the Appellant premises on 09.12.2024. During the visit, certain infirmities were observed by the PPCB Officer which had shown major deficiencies and contravention to the consent given by the authority to operate. It was found that the Appellant had maintained record regarding operation of ETP and as per record about 3-4KLD of effluent was treated daily in the ETP. After treatment the same was discharged into sewer network of the building and as such, the service station was not operating on ZLD, as per consent granted to it. The DG set of 25KVA had been provided with canopy but inadequate stack height. In addition thereto, the service station had failed to submit revised Environmental Clearance regarding operation of service centre.

For G. S. PROMOTERS & DEVELOPERS

Shekhar Yadav
Authorized Signatory

5. That the Appellant entered into two lease agreements. One lease agreement dated 30.09.2021 with the answering Respondent being the owner of the property admeasuring approximately total area 16738 sq. ft., super area of which 10880 sq. ft. carpet area. The other lease agreement dated 30.09.2021 was entered with Mr. Satish Kumar Mehndiratta and Devender Kumar Juneja, who are the joint owners of property admeasuring approximately Total area 2677 sq. ft. super area of which 1740 sq. ft.; located at the Ground floor at Tricity Trade Tower, NAC Zirakpur-patiala road, Punjab, (hereinafter referred to as 'demised property').

6. That as per the terms and conditions agreed between the parties, the Lease agreement dated 30.09.2021 entered between the Appellant and Mr. Satish Kumar Mehndiratta and Devender Kumar Juneja, was to be considered part and parcel of the lease agreement dated 30.09.2021 entered between the Appellant and the answering Respondent. In addition thereto, the scope of work of the lessors under both the agreements was to be done by the answering Respondent.

For G. S. PROMOTERS & DEVELOPERS


Babhan Yuel
Authorised Signatory

7. That the Appellant is the authorized dealer for TATA Motors and had obtained Consent to Operate of the PPCB under the Water Act for discharge of affluent, which was issued on 10.10.2022 and the same was valid up to 30.09.2026. The Consent to operate was also obtained under the Air Act which was issued on 22.11.2022 and the same was valid upto 30.09.2026. Pertinently, the Appellant had also obtained the authorization thereafter on the directions of the Board under the Hazardous Waste Management Rules on 14.10.2024.

8. That pertinently, it was the Appellant itself who had filed an application with the PPCB for the grant of the Consent to operate under the Water and Air Act, and the said consent was issued in the name of the Appellant only. That the general conditions of the Consent to Operate envisages under Clause 6 that the "6. The industry shall ensure that the Hazardous Wastes generated from the premises are handled as per the provisions of the Hazardous Waste (Management, Handling and Trans boundary Movement) Rules, 2008as amended from time to time, without any adverse effect on the environment, in any manner.)". That it is a matter of record that the Consent to operate was issued to the Appellant on 10.10.2022; whereas, the Appellant had also obtained the authorization only upon the directions of the PPC Board under the Hazardous Waste Management Rules on 14.10.2024

For G. S. PROMOTERS & DEVELOPERS

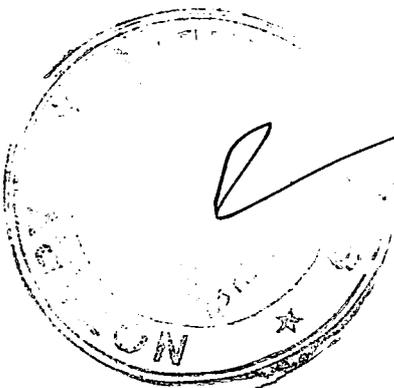
Bubhoon Upel
Authorized Signatory

9. That it is imperative to mention here that the answering respondent being the project proponent had given the demised property to the Appellant for commercial purposes and the parties were governed by the Terms and Conditions of the Lease Agreement dated 30.09.2021. However, in the following paragraphs it shall be illustrated that the Appellant was in abject disregard of the terms and conditions of the Lease Agreement dated 30.09.2021.

10. That Clause 10 of the Lease Agreement dated 30.09.2021, titled as 'Premises for commercial use' is reproduced as follows:

"10. Premises for commercial use

10.1. The LESSEE shall be entitled to use the Premises for the purpose of running and operating Car dealership business which comprises of cars, spares etc and running workshop, accidental repairs and washing of cars. However, it is the responsibility of the lessee to make sure that the workshop doesn't interfere with the smooth running of the rest of the building. Any accidental car/cars for repair should



For G. S. PROMOTERS & DEVELOPERS

Bubhan Yael
Authorised Signatory

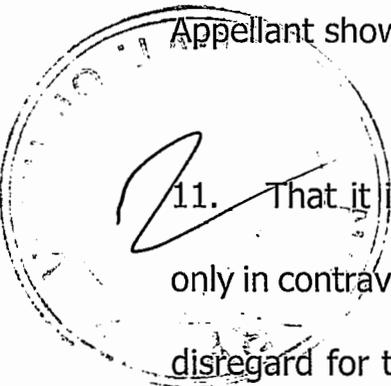
no occupy any other space outside the building other than the predetermined space.

10.2. the LESSEE shall be responsible for applying for and shall obtain all necessary license/s, permission/s and/or clearances under any applicable law, rules and regulations from the relevant authorities relating to the conduct of business by the LESSEE in the Premises. The LESSOR hereby agrees to co-operate and sign all bona fide documents required to be submitted before any concerned authorities to assist the LESSEE to comply with this clause."

That the perusal of the above clause clearly states that the responsibility for applying for or obtaining the necessary license or permissions was that of the Appellant and the answering respondent being the lessor of the property shall cooperate with the Appellant for the entire process. However, nothing has been brought on record by the Appellant showing that the answering respondent was non-cooperative.

11. That it is imperative to mention here that the Appellant was not only in contravention of the Water Act and Air Act, but also was had abject disregard for the terms and conditions of the Lease agreement entered

For G. S. PROMOTERS & DEVELOPERS


Babbar Goyal
Authorised Signatory

into with the answering respondent. That it is a matter of record that the Appellant had also obtained the authorization on the directions of the Board under the Hazardous Waste Management Rules on 14.10.2024, which is in direction contravention to the Clause 15.3 of the Lease agreement. That as per Clause 15.3, the Appellant undertook not to store in the premises any goods of a hazardous, explosive or combustible nature, that may risk fire or explosion in the premises and / or damages the premises in any way endanger the safety of the building on account of the weight and / or nature of goods / items.

For G. S. PROMOTERS & DEVELOPERS

Bubhan Yael
 Authorised Signatory

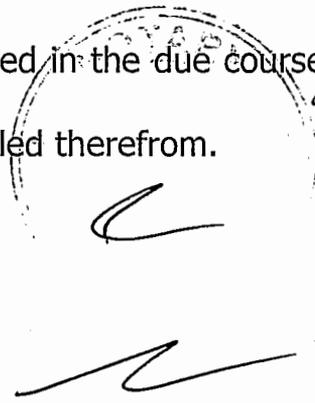
Deponent

Dated: *7/7/25*
 Place: *CH*

Verification:

Verified that the contents of the Counter Affidavit are true and correct to the best of my knowledge and belief and based on the records maintained in the due course of business, and nothing material has been concealed therefrom.

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 executed document

23961


For G. S. PROMOTERS & DEVELOPERS

Bubhan Yael
 Authorised Signatory

Deponent

Dated: *7/7/25*
 Place: *CH*

7/7/25

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G. S. PROMOTERS & DEVELOPERS

Tricity Trade Tower, Office No. 843, 8th Floor, Patiala - Zirakpur Road, Zirakpur

Resolution

Dated: 04/07/2025

Copy of Resolution Passed in the meeting of The Partners of M/s G S PROMOTERS & DEVELOPERS, held on 04/07/2025 at Registered office of the Firm.

Resolved that Mr. Birbhan Goyal s/o Late Sh. Ayodhya Parshad Goyal, R/o #53, Sector-6, Panchkula (Haryana) hereby authorized to sign vakalatnama, appoint counsel, sign and verify the any writ petition, swear affidavits, applications, replies, rejoinder, replication, make statement on oath or otherwise, shall appear before The National Green Tribunal, New Delhi as Principle/Authorized Person.

Attested to be true copy of resolution

Birbhan Goyal

Signature of Sh. Birbhan Goyal

Adopted on: 04/07/2025

For G S Promoters & Developers

1. Sh.Suresh Singla (Partners)

M/s G. S. Promoters & Developers
Suresh Singla
Partner

2. Sh. Pushpinder Goyal (Partner)

M/s G. S. Promoters & Developers
Pushpinder Goyal
Partner

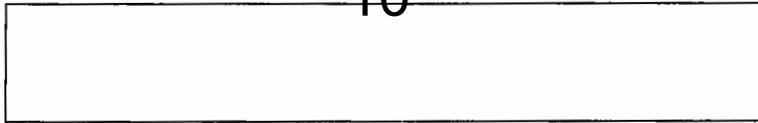
3. Sh. Manoj Mittal (Partner)

M/s G. S. Promoters & Developers
Manoj Mittal
Partner

4. Sh. Aadytia Goyal (Partber)

M/s G. S. Promoters & Developers
Aadytia Goyal
Partner

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IN THE COURT OF HONBLE NATIONAL GREEN TRIBUNAL, PRINCIPAL BENCH

Suit/Appeal No. 34 JURISDICTION OF 2025.

In re:-

RSA DYNAMIC MOTORS LLP. Plaintiff(s) or Petitioner(s)
Appellant(s) Complainant(s)



VERSUS

STATE OF PUNJAB & ORS. Defendant (s)/ Respondent(s) / Accused Know all to whom these Present shall come that I/we GS PROMOTORS & DEVELOPERS

The above named RESPONDENT No. 3

do hereby appoint

MS. SUPREET BIMBRA & MR. RANJIT SINGH KALRA.

(herein after called the advocate/s) to be my / our Advocate in the above – noted case authorize him:-

To act, appear and plead in the above-noted case in this court or in any other court in which the same may be tried or heard and also in the appellate court including High Court subject to payment of fees separately for each court by me/us.

To sign file, verify and present pleadings, appeals cross-objection or petitions for executions review, revision, withdrawal, compromise or other petitions or affidavits or other documents as may be deemed necessary or proper for the prosecution of the said case in all its stages subjects to payment of fees for each stage.

To file and take back documents, to admit and/or deny the documents of opposite party.

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

To take execution proceedings on paying separate fee.

To deposit, draw and receive money, cheques, cash and grant receipts hereof and to do all other acts and things which may be necessary to be done for the progress and in the course of the prosecution on the said case.

To appoint and instruct any other Legal Practitioner authorizing him to exercise the power and authority hereby conferred upon the Advocate whenever he may think fit to do so and to sign the power of attorney on our behalf.

And I/we undersigned to hereby agree to ratify and confirm all acts done by the Advocate or his substitute in the matter as my/our own acts, as if done by me/us to all intents and purpose.

And I/we undertake that I/We or my/our duly authorized agent would appear in court on all hearings and will inform the Advocate for appearance when the case is called.

And I/We undersigned do hereby agree not to hold the advocate or his substitute responsible for the result of the said case. The adjournment costs whenever ordered by the court shall be of the Advocate which he shall receive and retain for himself.

And I/we undersigned do hereby agree that in the event of the whole or part of the fee agreed by me/us to be paid to the advocate remaining unpaid he shall be entitled to withdraw from the prosecution of the said case until the same is paid up. The fee settle is only for the above case and above Court. I/We hereby agree that once the fee is paid, I /We will not be entitled for the refund of the same in any case whatsoever and if the case prolongs for more than 3 years the original fee shall be paid again by me/us.

IN WITNESS WHERE OF I/We do hereunto set my/our hand to these presents the contents of which have been understood by me/us on this 7th Day of July 2025 Accepted subject to the terms of the fees.

Advocate

Supreet Bimbra

Client

G. S. Promoters & Developers

Client

Banshan Lal Partner

I Identify the Signature/Thumb Impression of Below Mentioned Person,

Ranjit Singh Kalra

Signed in My Presence. The Client.

Supreet Bimbra
Advocate
M: 8447126123, 7678192709
WZ-315/3, G-Block, Asha Park # 3024, Phase-VII, Mohali
Jail Road, Hari Nagar Extn # 0172-4029898, 98889-89890
New Delhi-110064





supreet bimbra <supreetbimbra@gmail.com>

**Counter Affidavit in Appeal No. 34 of 2025 before Hon'ble National Green Tribunal,
on behalf of Respondent No. 3 i.e. G.S. Promotors**

1 message

supreet bimbra <supreetbimbra@gmail.com>
To: Anubha Agrawal <anubha.advocate@gmail.com>

Tue, Jul 8, 2025 at 1:51 PM

Maam,

Please find attached the Counter affidavit on behalf of the Respondent No. 3.

Kindly acknowledge receipt of the same.

Regards

Supreet Bimbra, Advocate

8447126123

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