

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

OA No. 187/2023

**In the matter of:**

Shailandra Kumar Yadav

.....Applicant

Versus

State of H.P.

.....Respondent

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

**OA No. 187/2023**

Shailandra Kumar Yadav

Applicant

Versus

State of H.P.

Respondent

**Detailed report in compliance to the order dated  
23-7-2024 passed in above titled OA**

Respectfully submitted –

1. That this Hon'ble Tribunal on 23-7-2024 passed the following order –

*“11. After hearing the suggestions made by the parties, the DFO Theog, is hereby directed to file a detailed report within 3 months with regard to the collection, treatment and disposal of the horse dung in consultation with the Pollution Control Board. Also detailed information shall be provided with regard to the afforestation measures, laying walk ways and horse tracks without affecting the natural vegetation.*


*12. List on 05.11.2024”*

**ATTESTED**  
  
Krishan Singh Hetta  
Notary Public  
Theog, Dist. Shimla (H.P.)

  
Divisional Forest Officer  
Theog Forest Division, Theog

Divisional Forest Officer  
Theog Forest Division, Theog

2. That an unconditional apology is tendered before this Hon'ble Tribunal for not submitting the desired report/suggestions of remedial measures within time as directed by this Hon'ble Tribunal in order dated 23-7-2024.
3. That a meeting was held with officers of HP Pollution Control Board in compliance to orders passed by the Hon'ble Tribunal to file a detailed report with regard to the collection, treatment and disposal of horse dung (**Annexure R-I**).
4. As per records of SADA Kufri, there were 1029 horses registered in Kufri. A horse on an average discharges 15-20 kg of dung every day. Horses stay in Kufri for about 8 hours a day, therefore average generation of dung per horse was estimated to be 5-6 kg approximately. The Forest Department will make arrangements for collection of horse dung along the mule-path/horse-trail.
5. Keeping in view the average discharge of dung per horse per day HP State Pollution Control Board suggested measures
  - a. A bio-methanation plant of capacity of 5-6 MT per day may installed by the Govt. of Himachal Pradesh or an agency authorized by the Govt. of Himachal Pradesh at Kufri for



ATTESTED

Krishan Singh Hada  
Mistry, Punjab  
Theog, Dist. Shimla (H.P.)

scientific disposal of horse dung as temperature in Kufri area is not suitable for composting.

- b. After installation of the bio-methanation plant, it will be operated by the members of Eco-Development Committee, Kufri-Mahasu.
  - c. In the meantime, as an immediate measure, Forest Department can check the calorific value of dried horse dung cake. If the calorific value of horse dung cake is sufficient enough, Forest Department can also explore the possibility of setting up a Screw/Filter Press Machine for dewatering of horse dung followed by a horse dung cake/log manufacturing machine. The dried horse dung cakes/logs can then be used as a fuel in kiln of nearby cement plant or in boiler of any other industry by mixing it with other fuels of high calorific values. The liquid from dewatering of horse dung can be used as a fertilizer for plants.
6. One group named "Shri Nag Devta Ashrit Samuh, Teer Mahasu" was constituted under Eco-Development Committee, Kufri-Mahasu, in the presence of Range Forest Officer, Theog. This Group signed MoU with the "Navchetana Transporters" under Solid Waste Management



Divisional Forest Officer  
Theog Forest Division, Theog

ATTESTED  
  
Krishan Singh Hetta  
Notary Public  
Theog, Distt. Shimla (H.P.)

Unit, Shimla Administration on 10-7-2024 for regular weekly garbage disposal (**Annexure R-II**). Since the constitution of the “Mahasu Nag Devta Ashrit Samuh” had disposed-off garbage from Kufri-Mahasu Peak detailed as below –

S. No.	MONTH	GARBAGE DISPOSED (Kgs)
1.	July	1090
2.	August	1367
3.	September	427
4.	October (till 18-10-2024)	310
		<b>3194</b>

Apart from arrangements pertaining to garbage-collection, another group named “*Shri Nag Devta Ashrit Vikas Samuh, Teer Mahasu*” had been constituted and had entered in an MoU on 4-8-2024 with the garbage collection agency “**Navchetna Transporters**” working under Solid Waste Management Unit, Shimla (**Annexure R-IIa**). This group will make arrangements for collection of horse dung along the mule-path/horse-trail and hand it over to the garbage collection agency. The negotiations over dung-collection rates and *modus-operandi* are continuing between the Group and the garbage collection agency, till then the temporary arrangement has been provided by the Forest Department by

Divisional Forest Officer  
T

**ATTESTED**

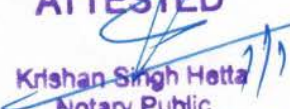
Krishan Singh Hetta  
Notary Public  
T. 4-1-2024, Shimla (H.P.)

## 305

collecting the horse-dung through the and displacing safely it in the pit away from habitation.

7. As compared to the earlier situation, the unrestricted movement of horses has been regulated. Now the horses are allowed to move between 10 am to 5 pm. The temporary barriers at places have installed to regulate the movement of horses. Two permanent entry gates will be installed for movement of horses in the horse-trail and out of them one is under construction (**Annexure R-IIb**).
8. Afforestation of 150 tall plants of deodar sapling (5 x 5 m spacing ) was organized with people participation during the month of August at Mahasu Peak. Mulching/weeding/hoeing operations of 245 saplings was executed that were up to 6 years old. Tree-guards for 95 deodar saplings was provided by the forest-officials that required protection against monkeys and other wildlife (**Annexure R-III**).
9. The cobbling of Kufri-Mahasu trail has been initiated from top to below (towards Kufri alighting point of tourists on horses). The stone laying operation of 55 m path has been completed along with the installing of the side-railing. The work for cobbling of walking-trail at the alighting point at


  
Divisional Forest Officer  
Theog Forest Division, Theog


**ATTESTED**  
  
Krishan Singh Hetta  
Notary Public  
Theog, Distt. Shimla (H.P.)

Teer-Mahasu (top of the trail) has also been started and is in progress towards the temple of local deity (**Annexure R-IV**).

10. The Committee has been constituted by the Chairman-cum-Chief Conservator of Forests, Eco-Development Committee, Kufri-Mahasu, for verification of applications received by the office of the DFO Theog /as per directions of the Hon'ble Tribunal under OA No. 187/2023 under Eco-Development Committee, Kufri-Mahasu that will provide the list of eligible horses ply in the forest area. (**Annexure R-V**).

That in view of the above, it is submitted that the present report may kindly be taken on record.

**ATTESTED**  
  
Krishan Singh  
Notary Public  
Theog, Distt. Shimla (H.P.)

  
Manish Rampal, HPFS  
Divisional Forest Officer  
Theog Forest Division, Theog  
**Divisional Forest Officer**  
**Theog Forest Division, Theog**

**ATTESTED**  
  
Krishan Singh  
Notary Public  
Theog, Distt. Shimla (H.P.)

  
Manish Rampal, HPFS  
Divisional Forest Officer  
Theog Forest Division, Theog

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

OA No. 187/2023

In the matter of:

Shailandra Kumar Yadav

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Versus

State of H.P.

.....Respondent

**AFFIDAVIT IN SUPPORT OF CLAIM REPORT**

I, Manish Rampal, HPFS S/o B. K. Rampal, aged 54 years presently posted as Divisional Forest Officer, Theog Forest Division, Theog do hereby solemnly affirm and declare on oath as under.

That the accompanying report in compliance to the order dated 23.07.2024 passed in above titled OA has been drafted and prepared at my instance and under my instruction. That the contents of para 1 to 10 are true and correct to the best of my knowledge and belief and as per the information derived from the official record.

I, the above named deponent further verify that the contents of my above report are true and correct to my knowledge. No part of it is false and nothing material has been concealed there from.

Verified at Theog on this 1st... day of November 2024.

Divisional Forest Officer ...Deponent  
Theog Forest Division, Theog

.....Through Ld. Council

Certified that the above deponent who appeared before me on solemn affirmation on this 1st day of Nov 2024 at Theog In the District of Shimla by Sh. Manish Rampal who is personally known to me the above contents of the affidavit are duly read and explained to the deponent in vernacular who admitted the contents thereof to be true.

NOTARY  
Distt. Shimla

01/11/2024

ATTESTED  
Krishan Singh Hada  
Notary Public  
11-209, Distt Shimla (H.P.)



**Proceedings of the meeting held in compliance to orders passed by hon'ble National Green Tribunal in OA No. 187/2023 (IA No. 166/2024) titled as 'Shailendra Kumar Yadav Vs. State of HP & Ors' at HPSPCB Regional Office Shimla on 10.10.2024.**

Following were present during the meeting.

1. Sh. Manish Rampal, HPFS, DFO Theog
2. Sh. Lalit Thakur, Regional Officer, HPSPCB RO Shimla
3. Sh. Deepak Dogra, Astt. Environmental Engineer, HPSPCB RO Shimla

At the outset, DFO Theog apprised that following orders have been passed by Hon'ble NGT on 23.07.2024 in the matter of Shailendra Kumar Yadav Vs. State of HP & Ors'.


*".....11. After hearing the suggestions made by the parties the DFO Theog, is hereby directed to file a detailed report within 3 months with regard to the collection, treatment and disposal of the horse dung in consultation with the Pollution Control Board. Also detailed information shall be provided with regard to the afforestation measures, laying walk ways and horse tracks without affecting the natural vegetation...."*

He further informed that as per records of SADA Kufri, there are 1029 horses registered in Kufri. A horse on an average discharges 15-20 KG of dung per day. Further, horses stay in Kufri for about 8 hours a day. Therefore, average generation of dung per horse will be approx. 5-6 KG. Forest department will make the arrangements for collection of horse dung along the mule path.

After detailed deliberations, following measures were suggested by HPSPCB.

- A bio-methanation plant of capacity 5-6 MT per day will be installed by the Government of Himachal Pradesh or an agency authorized by the Government of Himachal Pradesh at Kufri for scientific disposal of horse dung as temperature in Kufri area is not suitable for composting. The operation of the bio-methanation plant will be operated by the members of the "Eco-Development Committee - Kufri, Mahasu".
- In the meantime as an immediate measure, Forest department can check the calorific value of dried horse dung cake. If the calorific value of horse dung cake is more than 1500 cal., Forest department can also explore the possibility of setting up a Screw/Filter Press Machine for dewatering of horse dung followed by a horse dung cake/log manufacturing machine. The dried horse dung cakes/logs can then be used as a fuel in kiln of nearby cement plant or in boiler of any other industry by mixing it with other fuels of high calorific values. The liquid from dewatering of horse dung can be used as a fertilizer for plants.

Finally, the meeting ended with a vote of thanks



**Divisional Forest Officer,  
Theog Forest Division, Theog**

## Annexure R-II

CONTRACTUAL AGREEMENT

This contractual agreement is entered on 10.07.2024 at Teer Maharu.

**BY AND BETWEEN**

Navchetana Transporters, H.No.-150, Village Bakhalag, Post Office Bakhalag, Tehsil Arki, Distt. Solan, Himachal Pradesh 173208 here in after, called as 1<sup>st</sup> party duly authorized by MC Shimla 171001 for the transportation of garbage through Mr .Kishor Thakur, Manager, Navchetana Transporters, who has been duly authorized to execute and sign this agreement for and on behalf of Navchetana Transporters, on the one part.

AND

Shri. Nag-Datta Asharit Samoch, Teer Maharu, (H.P.) hereinafter as 2<sup>nd</sup> Party, on the other part and is also referred to as 2<sup>nd</sup> Party

Now the following terms of reference have been agreed upon by both the parties.

**Responsibilities of 2<sup>nd</sup> Party**

- ❖ Will take all steps to ensure that the garbage is handled without adverse effect to human health and environment before collection by taking the steps to segregate the waste at the point of generation.
- ❖ Will maintain the record of Waste Generated/Handed over.
- ❖ Will fix a Waste lifting point (collection and point) and will also authorize a person, whose name designation will be submitted to 1<sup>st</sup> Party in writing to interact with Navchetana Transporters /collection van staff and will sign the Navchetana Transporters daily rout chart as acknowledgement of the visit/waste handed over.
- ❖ Will intimate the absentee, if any, very next day to Navchetana Transporters.
- ❖ Will renew their contractual agreement one month before the date of expiry.
- ❖ Will provide Waste by weight/electronic weighing machine.

For Nav Chetana Transporters  
  
 Prop.

GENERAL TERMS AND CONDITIONS

The terms of this agreement shall be from 10/3/2024 to 05/12/25.....  
Navchetana Transporters will charge minimum Rs 16,000/-/Month for handling, collection and transportation of waste.

311

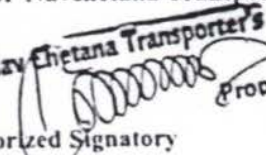
- Navchetana Transporters will transport the waste once in a week. If vehicle is required on daily basis Rs 25/km will have to be borne by the second party as a transportation.
- 10% will be increased per year.
- Taxes such as GST or any tax as and when applicable shall be to the waste generator's account.
- Navchetana Transporters can discontinue the services of the waste generator in the event the waste generator is at default in responsibilities/payments with seven days prior notice.
- Waste should be segregated, leveled, tagged and tied in proper color coded bags i.e.: -
  - Green Bags: Green colour garbage bags is used to collect wet waste. Wet waste it includes cooked and uncooked food, fruits, vegetables peels, flower waste, and other organically decomposable waste.
  - Black Bags: Black bags are typically used for non infectious, non biodegradable waste such as candy wrappers, styrofoams, plastic cans, etc.
  - Waste Collection bags can be provided by Navchetana Transporters at extra cost along with GST.
  - The service of collection & transportation will be started from 8:00 am to onward.
  - Cheque bounce charges (in any shape) will be recovered from 2nd party.
- No change or modification or waiver of any of the terms and conditions of this agreement shall be effective, unless agreed to in writing and shall be in force as agreed upon by the both parties here to.
- Neither party shall transfer and nor assign the rights granted under the contract agreement without the prior assignee/transferee agreeing to assume all the said party's obligations and covenants contained herein.
- This agreement shall be governed by the law of India and shall be interpreted and construed in accordance with the laws of India and shall be in writing and delivered by hand against receipt, or send by registered post to the address of any of the parties.
- Any such notice or communication shall be deemed to have been duly given and served at the date and time or (1) delivery or of first refusal of delivery, if send by registered mail or delivered by hand or (2) either the date sent (if send during the receiving party's normal business hours) or next succeeding day, if sent by telefax.
- Navchetana Transporters will not pick up the Waste from 2<sup>nd</sup> party if it is not segregated, packed and tied in proper color-coded bags.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HAND AND SEAL, THE DAY OF MONTH AND YEAR FIRST ABOVE WRITTEN

On behalf of 2<sup>nd</sup> Party

On behalf of Navchetana Transporters

Authorized Signatory

For Navchetana Transporters  
  
Authorized Signatory

- (1) Moinaga Sims-Venus - 9459355256
- (2) Rahul Thina - 8894028253
- (3) Kankar - 9816132272
- (4) Sunil Chandel - 8219899760
- (5) Rakesh - 7876202793
- (6) Sunil - 9816146733
- (7) Pawan Singh - 9816139321
- (8) Shivan Singh - 8219483594

# Annexure 312 R-II



Garbage Load



Garbage disposal in progress

313  
Annexure R-II



Garbage disposal in progress

# 314 Annexure R-IIa

## CONTRACTUAL AGREEMENT

This contractual agreement is entered on 04/8/24..... at ~~House, Trail, Kufri~~ / parking Kufri

BY AND BETWEEN

Navchetana Transporters, H.No.-150, Village Bakhalag, Post Office Bakhalag, Tehsil Arki, Distt. Solan, Himachal Pradesh 173208 here in after, called as 1<sup>st</sup> party duly authorized by MC Shimla 171001 for the transportation of garbage through Mr .Kishor Thakur, Manager, Navchetana Transporters, who has been duly authorized to execute and sign this agreement for and on behalf of Navchetana Transporters, on the one part.

AND Sh. Naag Devta Bahumukhi Ashwini Vikas Samroh Teer Mahasu.....  
(Shri Naag Devta Ashwini Bahumukhi Vikas Samroh (H.P.) hereinafter as 2<sup>nd</sup> Party, on the other part and is also referred to as 2<sup>nd</sup> Party Teer Mahasu)

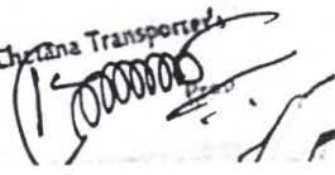
the following terms of reference have been agreed upon by both the parties.

### Responsibilities of 2<sup>nd</sup> Party

- ❖ Will take all steps to ensure that the garbage is handled without adverse effect to human health and environment before collection by taking the steps to segregate the waste at the point of generation.
- ❖ Will maintain the record of Waste Generated/Handed over.
- ❖ Will fix a Waste lifting point (collection and point) and will also authorize a person, whose name designation will be submitted to 1<sup>st</sup> Party in writing to interact with Navchetana Transporters /collection van staff and will sign the Navchetana Transporters daily rout chart as acknowledgement of the visit/waste handed over.
- ❖ Will intimate the absentee, if any, very next day to Navchetana Transporters.
- ❖ Will renew their contractual agreement one month before the date of expiry.
- ❖ Will provide Waste by weight/electronic weighing machine.

### Responsibilities of Navchetana Transporters

- ❖ Will receive, collect and transport the Waste handed over by 2<sup>nd</sup> Party in color coded bags.
- ❖ Will hand over the total garbage to MC Shimla for final disposal.
- ❖ Will submit the monthly report of the waste collected/continuation of the services of related 2<sup>nd</sup> Party to the prescribed authority and also submit the annual report to the prescribed authority.

For Nav Chetana Transporters  


GENERAL TERMS AND CONDITIONS

- ❖ The terms of this agreement shall be from 4.1.2024.....to 31.8.2025.....
- ❖ Navchetana Transporters will charge minimum Rs 24000/-Month for handling, collection and transportation of waste.
- ❖ Navchetana Transporters will transport the waste once in a week. If vehicle is required on daily basis Rs 25/km will have to be borne by the second party as a transportation.
- ❖ 10% will be increased per year.
- ❖ Taxes such as GST or any tax as and when applicable shall be to the waste generator's account.
- ❖ Navchetana Transporters can discontinue the services of the waste generator in the event the waste generator is at default in responsibilities/payments with seven days prior notice.
- ❖ Waste should be segregated, leveled, tagged and tied in proper color coded bags i.e.: -
  - Green Bags: Green colour garbage bags is used to collect wet waste. Wet waste it includes cooked and uncooked food, fruits, vegetables peels, flower waste, and other organically decomposable waste.
  - Black Bags: Black bags are typically used for non infectious, non biodegradable waste such as candy wrappers, styrofoams, plastic cans, etc.
  - Waste Collection bags can be provided by Navchetana Transporters at extra cost along with GST.
  - The service of collection & transportation will be started from 8:00 am to onward.
  - Cheque bounce charges (in any shape) will be recovered from 2nd party.
- ❖ No change or modification or waiver of any of the terms and conditions of this agreement shall be effective, unless agreed to in writing and shall be in force as agreed upon by the both parties here to.
- ❖ Neither party shall transfer and nor assign the rights granted under the contract agreement without the prior assignee/transferee agreeing to assume all the said party's obligations and covenants contained herein.
- ❖ This agreement shall be governed by the law of India and shall be interpreted and construed in accordance with the laws of India and shall be in writing and delivered by hand against receipt, or send by registered post to the address of any of the parties.
- ❖ Any such notice or communication shall be deemed to have been duly given and served at the date and time or (1) delivery or of first refusal of delivery, if send by registered mail or delivered by hand or (2) either the date sent (if send during the receiving party's normal business hours) or next succeeding day, if sent by telefax.
- ❖ Navchetana Transporters will not pick up the Waste from 2<sup>nd</sup> party if it is not segregated, packed and tied in proper color-coded bags.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HAND AND SEAL, THE DAY OF MONTH AND YEAR FIRST ABOVE WRITTEN

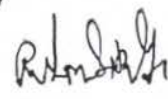
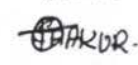
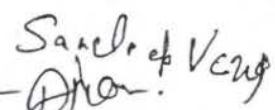
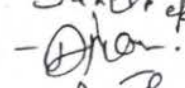
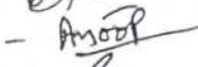

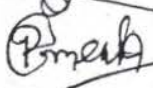
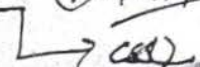
On behalf of 2<sup>nd</sup> Party

On behalf of Navchetana Transporters

Authorized Signatory

For Nav Chetana Transporters

Authorized Signatory

- 1) Rajender Singh - 
- 2) Pankaj Thakur - 
- 3) Sandeep Verma - 
- 4) Dileep Bhardwaj - 
- 5) Anup - 
- 6) Joginder - 
- 7) Rakesh Mehta - 
- 8) Shekhar Sharma - 

Chander  
Shaligram  
Sharma



316 Annexure R-IIb



(Entry Gate I (Under Construction))



Entry Gate I (under construction)

दिनांक 18/10/2024  
 प्रेषक:- वनपरिक्षेत्र अधिकारी  
 टिचौग  
 प्रेषित:- वनमण्डल अधिकारी  
 टिचौग

विषय:- पर्यावरण विकास समिति (EDC) कुफरी महासू  
 के अंतर्गत महामु चोटी में ड्रस सफाई / स्वच्छता  
 कार्य व वृक्षारोपण की फील्ड रिपोर्ट बारे सूचना।


श्रीमान् जी,

उपरोक्त विषय के संदर्भ में वनरक्षक प्रभारी  
 कुफरी बीट द्वारा इस कार्यालय में फील्ड रिपोर्ट प्रेषित  
 की गई। वनरक्षक की फील्ड रिपोर्ट के अनुसार पर्यावरण  
 विकास समिति (EDC) द्वारा कराए गए कार्यों का  
 माह वार विवरण इस प्रकार है :-

1. ठोस अपशिष्ट प्रबंधन शिमला द्वारा जुलाई माह में  
 1090 कि०ग्रा० कचरा / प्लास्टिक उठाया गया।
2. अगस्त माह में 1367 कि०ग्रा० कचरा / प्लास्टिक उठाया गया।
3. सितम्बर माह में 427 कि०ग्रा०
4. व अक्टूबर माह में 310 कि०ग्रा० कचरा उठाया गया।  
 ठोस अपशिष्ट प्रबंधन शिमला ने अपने वाहन द्वारा  
 जुलाई माह 2024 से अक्टूबर 2024 तक कुल 3144 कि०ग्रा०  
 कचरा / प्लास्टिक उठा चुका है।
5. महामु नाग देवता आश्रित विकास समूह व वनमण्डल टिचौग  
 द्वारा 150 पौधों देवदार प्रजाति के रोपित किए गए।
6. 6 वर्ष पुराने वृक्षारोपण की गुड़ाई व हटवाई की गई।
7. 245 पुराने देवदार प्रजाति के पौधों को ट्री गार्ड लगाकर  
 सुरक्षित किया गया।
8. 245 पुराने पौधों की निंड़ाई व गुड़ाई की गई।
9. इसके अलावा Side railing के साथ 55m रास्ता बनाया  
 गया।

अतः रिपोर्ट वनरक्षक की रिपोर्ट सहित आपके  
 कार्यालय को प्रेषित की जाती है।

सहस्रमं :- राधोपरि

  
 वनपरिक्षेत्र अधिकारी  
 टिचौग



1. Installing temporary dust bins
- d. Protecting saplings with tree-guard

# Annexure R-IV

319



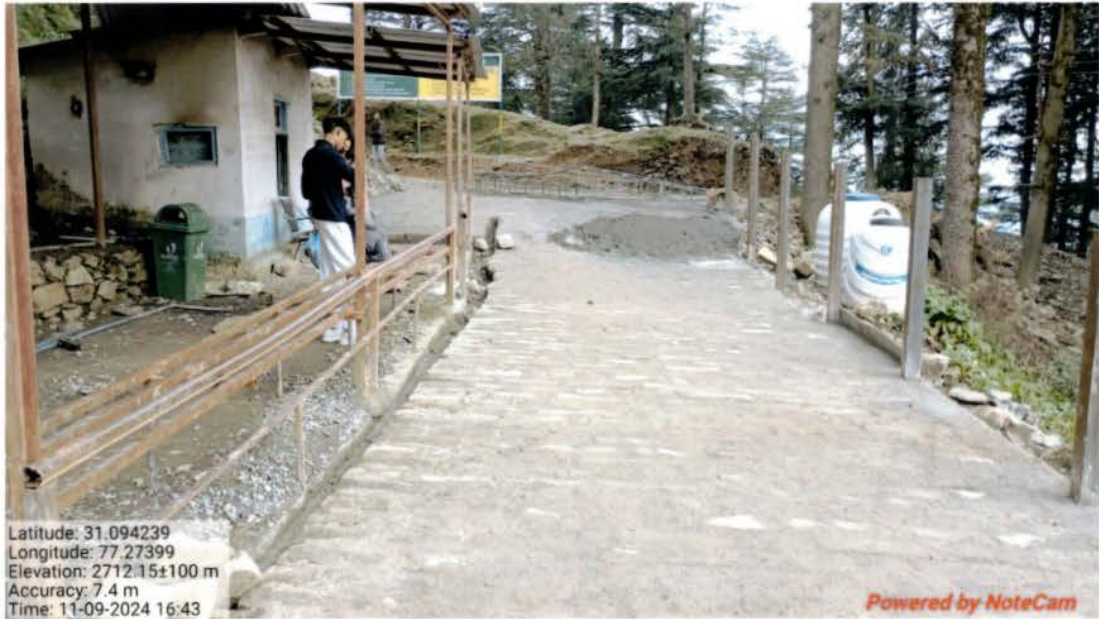
Cobbling Path (under construction)  
Mahasar - Peak towards Kufri



Temporary Barrier (Midway)

-21-  
Annexe 320 R-IV

A lighting point at House Train



-20-  
Annexure R-IV  
321



(Walking Trail) Before start of work



(Walking Trail) Work in progress

HP Forest Department  
Shimla Forest Circle, Shimla  
Office Order

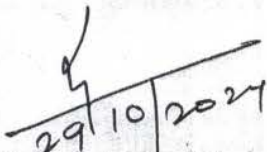
Office order No / 96 Dated 29/10 /2024

A Screening committee of following Officers/ Officials is constituted to verify the application received by the DFO Theog office as per Hon'ble NGT directions under OA No. 187/2023 under EDC Kufri Mahasu of Theog Forest Division and submit the list of eligible horses to be plied in the forest area .

1. DFO Theog :- Chairman
2. RFO Theog :- Member
3. RFO Kufri (WL) :- Member
4. Veterinary Officer :- Member  
(local to be decided by DFO Theog)
5. Block Officer Choeg :- Member Secretary

The terms and condition for the committee is as under :-

1. The horse owner should be from the EDC area .
2. Number of horses/owner to be decided by the Committee.
3. Membership fees to be suggested by the committee for the approval of GB.
4. Any other issue to be decided by the committee.

  
29/10/2024  
Chief Conservator of Forests  
Shimla Forest Circle, Shimla

