

BEFORE THE NATIONAL GREEN TRIBUNAL

PRINCIPAL BENCH, NEW DELHI

Original Application No. 268/2023

IN THE MATTER OF:

Subhash Khandelwal & Anr.

.....PETITIONER

Versus

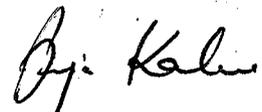
North Delhi Municipal Corporation

.....RESPONDENTS

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FILED BY:



PUJA KALRA

Standing Counsel MCD
Chamber No. 430, Block-I,
Delhi High Court, New Delhi
Mob. 9312839323

PLACE: NEW DELHI

DATED: 10.07.2023

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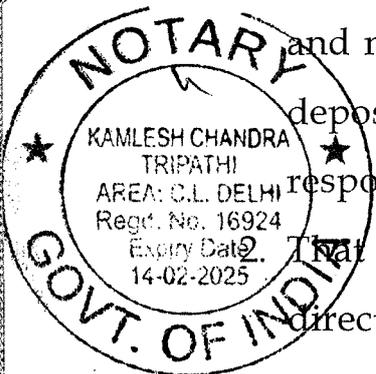
**STATUS REPORT ON BEHALF OF THE RESPONDENT NO. 1/
MUNICIPAL CORPORATION OF DELHI/(MCD).**

Affidavit of Bhaskar Seal S/o Sh. P.C. Seal, Aged about 45 years, Remunerative Project Cell, Municipal Corporation of Delhi, on behalf of the MCD.

I the above named deponent do hereby solemnly affirm and declare here as under:-

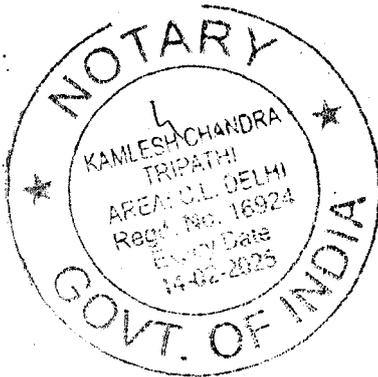
1. That it is humbly submitted that I am presently working as Assistant Commissioner, RP Cell, MCD and fully conversant with the facts of the case on the basis of the record maintained and made available in this regard and as such am competent to depose and swear the present affidavit on behalf of the respondent/MCD.

That the Petitioners in the present writ petition are seeking the direction to revoke letter no. AC/RPC/MCD/2023/D-2044 dated



15.02.23 issued by Assistant Commissioner-Remunerative Project Cell, SDMC permitting the Respondent No.8/ M/s Indus tower Ltd. to set up communication ground based monopole (GBM) at Seth Ghanshyam Dass Chowk, Ramjass road, karolbagh New Delhi-110005. Latitude 28.6564 Longitude 77.1917

3. That as per available record the permission letter No.AC/RPC/MCD/2023/D-2044 dated 15.02.23 **Annexure-R/1** was withdrawn vide letter No. AC/RPC/MCD/2023/D-234 dated 18.04.2023 with immediate effect issued in favor of M/s Indus tower Ltd. due to objection of Local RWA. The true copy of order bearing no. AC/RPC/MCD/2023/D-234 dated 18.04.2023 is annexed herewith as **Annexure-R/2**.
4. That in light of the above the prayer of the Petitioners has become infructuous and Petition is liable to be dismissed.



[Handwritten Signature]
02/03/2023
DEPONENT

VERIFICATION:

Verified at New Delhi on this 10 JUL 2023 day of July 2023, that the contents of the above affidavit are true and correct to my knowledge derived from the official record maintained by the MCD and I believe the same to be true and correct.

P. Kalra
I Identify the Executant/Deponent
Who has Signed in my Presence

CERTIFIED THAT THE CONTENTS EXPLAINED TO THE DEPONENT EXECUTANT WHO IS SEEMED PERFECTLY TO UNDERSTAND AFFIRMED & DEPOSED BEFORE ME AT NEW DELHI

Adv. Puja Kalra

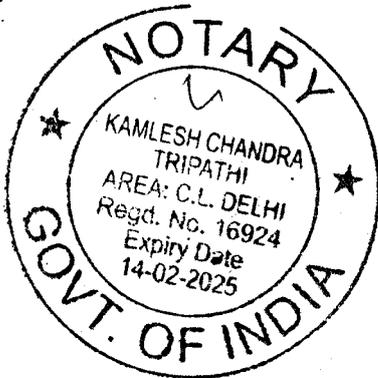
IDENTIFY THE EXECUTANT/DEPONENT WHO HAS SIGNED IN MY PRESENCE
KAMLESH CHANDRA TRIPATHI, Advocate Reg. No. 16924
NOTARY PUBLIC (C.L. DELHI)

Puja Kalra

DEPONENT

FILED BY:

4 *40/6/76*
PUJA KALRA
Standing Counsel MCD
Chamber No. 430, Block-I,
Delhi High Court, New Delhi
Mob. 9312839323



10 JUL 2023



**MUNICIPAL CORPORATION OF Delhi,
OFFICE OF Addl. DY. COMMISSIONER,
REMUNRATIVE PROJECT CELL,
Dr. Shyama Prasad Mukherjee Civic Centre (25TH Floor),
Jawaharlal Nehru Marg, New Delhi-110002**

No. AC/RPC/MCD/2023/D- 2044

Dated 15.02.23

Permission Letter

M/s Indus Tower Pvt. Ltd.,
Building No.10, Tower-B,
4th floor, DLF Cyber City,
Gurugram-122002

**Sub: GBM site at:- Seth Ghanshyam Dass Chowk Ramjas Road, Karol Bagh, Delhi (Latitude: 28.6564
Longitude: 77.1917) Area: 147 sq.f**

With reference to your application ID no. 14140002839 received on 15.12.22 and subsequent LOI (Letter of Intent) No. AC/RPC/MCD/2022/D-1777 dated 16.01.23 issued by this office and after receipt of payment of three months of advance Monthly Rental Charges/Monthly Fee and Security Deposit equivalent to 2 months of Monthly Rental Charges/Monthly Fee in respect of setting up of Communication Ground Based Monopole (GBM) at Seth Ghanshyam Dass Chowk Ramjas Road, Karol Bagh, Delhi the Competent Authority is pleased to allow you to operate the said site from the date of issue of this permission letter alongwith incubation period as mentioned in Para 30 below for a period of Five years on monthly rental charges. The monthly rent will be charged from the date of completion of incubation period, @ Rs. 50,000/- (Minimum rent/MLF) for an area of 147 sq.ft., on the following terms & conditions:

1. The monthly rental charges/monthly fee for the site allotted for GBM shall be @ Rs.339/- (Rs. Three Hundred Thirty Nine only) per sq.ft./per month + applicable taxes (including co-sharing with other telecom company/telecom service provider/infrastructure provider-I(IP-I)). The monthly rental charges/monthly fee shall be enhanced after every five years @ 8% per annum, compounding on yearly basis. Besides, the revision of rates will be within the absolute discretion of the MCD.
2. MCD will provide bare space for placement and operational requirement for the GBM. The telecom company / service provider /infrastructure provider-I (IP-I) will follow all relevant guidelines of Department of Telecom, TRAI, etc. in this regard. If the telecom company / service provider / infrastructure provider-I (IP-I) need to operate the allotted land after completion of maximum period of five years then the telecom company / service provider /infrastructure provider-I (IP-I) can apply three months prior to expiry of five years period of the allotment and the request/application of the telecom company / service provider /infrastructure provider-I(IP-I) will be treated as AFRESH.
3. Since the Policy already provides for installation of GBM for a minimum period of 3 months and maximum period of 5 years, so after the initial minimum period of 3 months, the telecom company / service provider /infrastructure provider-I(IP-I) can surrender the permission by giving three months advance notice in writing along with payment of the Monthly Rental Charges/Monthly Fee for the notice period. On expiry of the said notice period, the permission shall stand terminated/revoked and security deposit will be refunded accordingly.
4. The maximum height of any structural element installed with GBM will be upto 30 mtr. above the ground level at any location.

- The GBM shall be installed for the enhancement of mobile signal and the MCD will reserve the right to ensure that there is no violation of the same.
6. The telecom company / service provider / infrastructure provider-I(IP-I) shall take the site on "As is where is basis".
 7. All the sites will be tentative and are subject to change of site by MCD for which the telecom company / service provider / infrastructure provider-I(IP-I) will not seek any adjustment in the monthly rental charges/monthly fee or any claim, compensation, damages or any other consideration whatsoever. It will be the absolute discretion of the MCD to direct re-location of the already allotted site in case of any need as may be deemed appropriate by the MCD.
 8. The infrastructure facilities such as electric connection shall be arranged by the telecom company / service provider / infrastructure provider-I (IP-I) and the cost of electric connection including cabling, penal, electric meter, electric charges and other ancillary charges, shall be borne by telecom company / service provider / infrastructure provider-I(IP-I). The telecom company / service provider / infrastructure provider-I(IP-I) will ensure that all the electric wiring, gazettes are used and maintained properly and are in good conditions.
 9. No excess space will be covered by the telecom company / service provider / infrastructure provider-I(IP-I) on any pretext. (It will be the absolute discretion of MCD to determine and allow the space upto 50 sq.mtrs.).
 10. The telecom company / service provider / infrastructure provider-I(IP-I) at its own cost shall take the necessary statutory permissions/certificates if required for the same from any other agency or deptt. as per law:-
 - a. The telecom company / service provider / infrastructure provider-I(IP-I) will indemnify the MCD to keep harmless from all losses / damage/ fire.
 - b. As per guidelines of Department of Telecommunications (DoT), a copy of application for Standing Advisory Committee on frequency Allocation (SACFA) clearance acknowledged by WPC Wing of Department of Telecommunication, Govt. of India with registration number for the individual location will be submitted along with the application for new towers in the MCD and the SACFA clearance, when obtained will be submitted within 6 months of granting permission. The self-declaration in this regard will be submitted by the applicant. In case of existing mobile towers the SACFA clearance, wherever available, will be submitted alongwith the application in the MCD.
 11. The telecom company / service provider / infrastructure provider-I(IP-I) shall install/operate the COW/MBTS within the designated site and shall maintain the same in neat and sanitary conditions and comply with all applicable laws of the country.
 12. The telecom company / service provider / infrastructure provider-I(IP-I) shall ensure high standard of hygienic and cleanliness so as to create a clean and healthy environment to enhance the image of MCD. In case the telecom company / service provider / infrastructure provider-I(IP-I) fails to maintain the same, the fine as per applicable laws will be imposed on it. In this regard, the directions/guidelines of the Hon'ble Court or the departments/agencies shall be followed.
 13. Any physical (or otherwise) damage or injury to the commuters/passersby due to lapse on the part of the telecom company / service provider / infrastructure provider-I(IP-I) will be the sole responsibility of the telecom company / service provider / infrastructure provider-I(IP-I) only and the MCD will have no legal

- obligations or liabilities towards the injured. Telecom company / service provider /infrastructure provider-I(IP-I) will indemnify and can be indemnified by the MCD for any losses on this account.
- 14 The telecom company / service provider /infrastructure provider-I(IP-I) will ensure that fire detection, lightning and special measures are installed at the applicable site and are kept in good condition.
 - 15 The telecom company / service provider /infrastructure provider-I(IP-I) agrees voluntarily and unequivocally to provide un-fettered access to the authorized representative of the MCD for inspection at any time and agrees voluntarily and unequivocally to abide by and comply with all instructions as may be indicated by the MCD. Non compliance will be treated as breach and permission, so granted, will be revoked.
 - 16 **Encroachment:** The telecom company / service provider /infrastructure provider-I(IP-I) will strictly not encroach upon any area and shall restrict to allotted site only. In case, the telecom company / service provider /infrastructure provider-I(IP-I) encroaches upon the public land, the MCD reserves the right to revoke the permission and forfeit the interest free performance security.
 - 17 **Security arrangement:** The telecom company / service provider /infrastructure provider-I(IP-I) will ensure safety and security of the equipments installed at the allotted sites and will be responsible for safety and security of the sites. The MCD in any case will not take any responsibility of theft/ loss.
 - 18 **No Signage:** The telecom company / service provider /infrastructure provider-I(IP-I) can install mandatory non-commercial signage only, as per provisions of Department of Telecommunication notification dated 15.11.2016, which was published in Gazette of India on 16.11.2016, since this Policy is based on the said Notification. In case, the telecom company / service provider /infrastructure provider-I(IP-I) installs any type of signage(s) other than mandatory non-commercial, for any purpose inside/or outside the sites, a fine of Rs.10,000/- (Rupee Ten Thousand) per day per site will be imposed upon telecom company / service provider /infrastructure provider-I(IP-I) for a maximum period of seven days, after which MCD reserves the right to revoke the permission w.r.t. such site(s) without any notice/communication.
 - 19 **Compliance with the Law:** The sites and the fixtures and the appurtenances thereto conform to every applicable requirement of law or duly constituted authority or the requirements of the carriers of all insurance on or relating to the sites. The telecom company / service provider /infrastructure provider-I(IP-I) at its sole risk and expense, at all times, during the term thereof promptly comply with all such requirements. The telecom company / service provider /infrastructure provider-I(IP-I) shall comply with all applicable statutes, rules and regulations of central, state governments, municipal bodies, and all applicable rules and also regulations of the Delhi Fire Department. **The telecom company/telecom service provider/infrastructure provider-I(IP-I) shall comply with and abide by the judgments passed from time to time by Hon'ble Supreme Court / High Court or any other judicial/quasi judicial body/authority. The same shall be the responsibility of telecom company / service provider /infrastructure provider-I(IP-I).**
 - 20 The installation of **GBM** and its operation shall be such that it should not disturb the free movements of the traffic/public and shall preferably be away from the school/hospital and places where heavy traffic and public movement is being done.
 - 21 The **GBM** may include the base of the tower on Wheels subject to fulfillment of the safety measures and structural stability.

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- 21 The **GBM** may include the base of the tower on Wheels subject to fulfillment of the safety measures and structural stability.

The telecom company / service provider / infrastructure provider-I(IP-I) shall ensure the guidelines issued by DoT in letter & spirit.

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- 23 After expiry of the period of permission due to efflux of time or termination of the permission whichever is earlier, a 15 days period will be provided to the telecom company / service provider / infrastructure provider-I(IP-I) to remove its material from the sites and peacefully handover the vacant sites.

The telecom company / service provider / infrastructure provider-I(IP-I) shall vacate the sites by taking away all its articles and hand over the vacant sites before such period otherwise the MCD shall have the right to seize these material. Unauthorized occupancy charges (equivalent to twice the monthly rental charges /monthly fee) will be levied after expiry of such 15 days Grace Period.

- 24 Transfer: The telecom company / service provider / infrastructure provider-I(IP-I) during the tenure of permission shall not transfer, assign or part with the sites or any portion thereof permanently or temporarily to anybody else and shall not be allowed to take any person to share the towers, except in accordance with this permission, without the prior permission of the MCD.

- 25 Assignment and Subletting: Any form of assigning the right to the permission or subletting the whole or part thereof of the sites, will strictly not be allowed at any point during the period of permission and violation of the same, will lead to the revocation of the permission, with the MCD reserving the right to forfeit all interest free performance security and payments made.

- 26 Duration of permission period: - The permission would remain applicable subject to fulfilment of the terms and conditions, and such permission should expire with efflux of time. The monthly rental will be charged from the date of issue of permission letter.

- 27 Compliance with applicable Laws: The telecom company / service provider / infrastructure provider-I(IP-I) shall bear all salaries, wages, bonuses, payroll taxes or accruals including gratuity, superannuating, pension and provident fund contributions, contributions to worker's compensations funds and employees state insurance and other taxes and charges and all fringe and employee benefits including statutory contributions in respect of such personnel as per law and it is agreed they shall at no point of time be or construed to be employees of the MCD and the telecom company / service provider / infrastructure provider-I(IP-I) shall be solely responsible for compliance with all Labour laws which shall include all liabilities of the Provident Fund Act, ESI Act, Workmen's Compensation Act, Minimum Wages Act and other Labour Welfare Act in respect of its personnel.

- 28 Employees conduct: The telecom company / service provider / infrastructure provider-I(IP-I) shall ensure that all persons employed by it behave in an orderly and disciplined manner and that the said employees are prohibited from carrying on any unfair activities, demonstrations in the vicinity of the site.

- 29 For dispute of any kind, the jurisdiction of courts will be Delhi only.

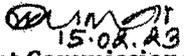
- 30 **Incubation Period:**-30 days incubation period, excluding the day of issuance of permission letter, is allowed to you for carrying out works relating to installation of GBM. However, the monthly rental/monthly fee will be charges from 31st day excluding the day of issuance of permission letter or from the date of actual installation/operation of GBM whichever is earlier. In the case of regularization of existing GBM no incubation period will be allowed.

Payment Terms:**INFRASTRUCTURE:-**

The advance amount equivalent to three months rental charges/monthly fee paid by the telecom company/service provider /infrastructure provider-I(IP-I) shall be adjusted towards the monthly rental charges/monthly fee for first three months. Thereafter, the telecom company/service provider/infrastructure provider-I(IP-I) shall submit to the MCD, the advance monthly rental charges/monthly fee per month for each site and other dues, if any, on or before 7th day of the month.

Non-payment of monthly rental charges/monthly fee and other dues within the prescribed date will constitute breach of the terms of permission and shall render the permission liable to be revoked. Besides, the telecom company / service provider /infrastructure provider-I(IP-I) shall pay an interest @ 15% per annum on the amounts of permission and other dues payable remaining outstanding after the due date and falling in arrears. Interest shall continue to accrue till the monthly rental charges/monthly fee and other dues are finally squared up. Such interest shall be charged for the full month if the payment of monthly rental charges/monthly fee and other dues are not made by the due date with arrears, if any. In case, payment remains outstanding for a maximum period of 45 days, the permission shall stand terminated.

This allotment will be governed by the policy of Municipal Corporation of Delhi on GBM (Ground Base Monopole) passed by Special Officer vide No.100 dt 01.09.2022 and DOT (Department of Telecommunication) Notification dated 15th November, 2016, which was published in Gazette of India on 16th November, 2016.


Assistant Commissioner
(R.P Cell)/MCD

Copy for kind information to:-

1. Addl. Comm, RP Cell, MCD
2. Addl. Dy. Comm. RP Cell, MCD

Assistant Commissioner
Ramunerative Project Cell, MC



MUNICIPAL CORPORATION OF Delhi,
OFFICE OF Addl. DY. COMMISSIONER,
REMUNRATIVE PROJECT CELL,
Dr. Shyama Prasad Mukherjee Civic Centre (25TH Floor),
Jawaharlal Nehru Marg, New Delhi-110002

No. AO/RPC/MCD/2023/D- 234

Dated 18/04/2023

TO,

Indus Towers Ltd.,
Building No. 10, Tower-B,
4th Floor, DLF Cyber City,
Gurugram- 122002.

Sub:- Regarding installation of Ground Based Monopole (GBM).

Sir,

The Competent Authority vide order dt. 12.04.2023 has approved to withdraw the permission letter No AC/RPC/MCD/2023/D-2044 dt. 15.02.23 for installation of Ground Based Monopole (GBM) at Seth Ghanshyam Dass Chowk, Ramjas Road, Karol Bagh New Delhi-110005 latitude 28.6564 Longitude 77.1917.

Copy to:

1. DC, RP Cell: for kind information please.
2. D. C., Karol Bagh Zone: for kind information please.
3. SE, Karol Bagh Zone: for necessary action

Administrative Officer
RP Cell
Administrative Officer
R.P. Cell/MCD