

**BEFORE THE NATIONAL GREEN TRIBUNAL
SOUTHERN ZONE BENCH, CHENNAI
ORIGINAL APPLICATION NO. 140/2023**

IN THE MATTER OF:

HJ Prasanna Kumar

...PETITIONER

Versus

Department of Urban Development
Karnataka and Others

...RESPONDENTS

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Date: - 18/09/2024

(Mr. DARPAN KM Adv.)
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Kar/1053/2009.
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New Delhi - 110024
Mob. 9899125060/9968638862

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**REPORT ON BEHALF OF RESPONDENT NO. 5 (DEPUTY
COMMISSIONER, BENGALURU URBAN DISTRICT)**

MOST RESPECTFULLY SHOWETH:

1. That the instant report is being filed to bring on record the action taken with respect to collection and treatment of sewage at Jigani, wherein Hennegara lake is situated.
2. It is submitted that vide order dated 22.08.2024, this Hon'ble Tribunal *inter alia* observed as follows:

"3. The report of the Deputy Commissioner – Bengaluru Urban District regarding the projects and why they are not yet operational is yet to be filed."

3. It is submitted in this regard that a private land having an extent 01 Acre 31 Guntas has been identified at Jigani having Survey Nos. 523, 524, 525 (7200 Sqm) for construction of the STP. The land acquisition process is in progress. It is submitted that the land acquisition charges are estimated at Rs. 5,91,07,500/- out of which, the Jigani


Deputy Commissioner
Bengaluru Urban District

Municipal Council has already paid 10% of amount, *i.e.* Rs.59,10,750/- through Municipal Funds to the Special Land Acquisition Office, Bangalore Urban under the head of account 8443-00-117-0-18-590 on 06.12.2023. True Copy of proposal for STP along with letter dated 02.12.2023 sent by the Special Land Acquisition Officer, Bangalore to the Chief Officer, Town Municipal Council, Jigani is annexed herewith as **Annexure R-1**.

4. It is submitted that Jigani TMC consisting of 23 wards. Some of sewage is treated in private STPs in Apartments and through septic tanks with soak pits. There is a single inlet point through which sewage flows in a small quantity to Hennagara Lake during rainy season. The untreated sewage generated from the 3 wards, *i.e.*, ward no. 21, 22 and 23 being around 67.2 KLD, is collected in the existing collection tank located at Survey No. 147 near the low-lying and marshy area of Hennagara Lake.
5. It is submitted that the sewage collected in the collection tank is periodically sent through the sucking cum jetting vehicle of 5000 litres capacity available in Jigani TMC, to the nearby STP Plant located at Anekal TMC. True copy of photographs pertaining to collection tank is annexed herewith as **Annexure R-2**.

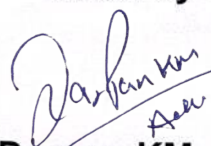

Deputy Commissioner,
Bangalore Urban District
Bangalore

6. It is submitted that an MoU has been entered into between Anekal TMC and Jigani TMC for disposing of sewage to the 3.3 MLD STP located at Doddakere, Anekal Taluk. True Copy of MOU between Anekal TMC and Jigani TMC is annexed herewith as **Annexure R-3**.
7. True Copy of photographs pertaining to disposal of sewage at disposing of sewage to the 3.3 MLD STP located at Doddakere, Anekal Taluk is annexed herewith as **Annexure R-4**.
8. True Copy of trip sheet of vehicles carrying the sewage for disposal and treatment is annexed herewith as **Annexure R-5**.
9. It is submitted that during rainy season, the existing collection tank located at Survey No. 147 near the low laying and marshy area of Hennagara Lake is filled up with water and there is no mode for the movement of the Vehicle to collect the sewage. True Copy of photographs of the collection tank during rainy season is annexed herewith as **Annexure R-6**.
10. It is submitted that hence, the flow of sewage is diverted to the existing STP of capacity 120 KLD located at Madhumitra Phase-1 and Phase-2 Layout in Jigani TMC Limit for which and MOU has been made with M/s Bac Treatment Environment Solution (LLP) for the maintenance of the STP (MOU). True Copy of work order dated

24.06.2024 issued by Jigani TMC to M/s Bac Treatment Environment Solution (LLP) is annexed herewith as **Annexure R-7**.

11. True Copy of photographs pertaining to 120 KLD STP located at Madhumitra Phase-1 and Phase-2 Layout, Jigani is annexed herewith as **Annexure R-8**.
12. It is hence submitted that the above steps are being to ensure that there is no entry of Sewage in to Hennegara Lake, Bengaluru. It is prayed that the above information be taken on record and the instant OA may be disposed of. And the answering Respondent shall be duty bound to implement all orders passed by this Hon'ble Tribunal.


Deputy Commissioner
Bengaluru Urban District
Bangalore

Filed by

Darpan KM
Standing Counsel
State of Karnataka

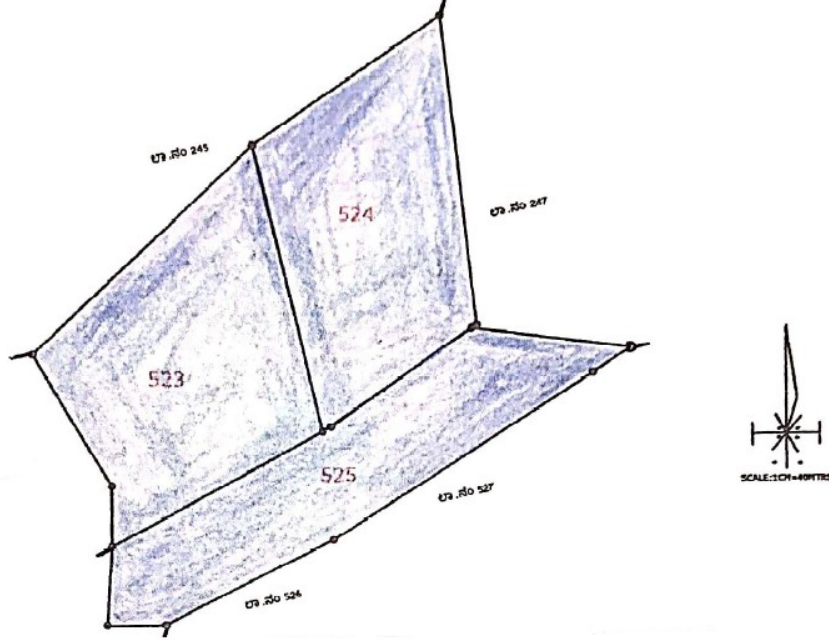
Date: 17.09.2024

Town: Jigani

Hobli : Jigani

Taluk :Anekal

Survey No 523, 524 and 525 Subject Map




Check Measurement

East – Land Survey No-247


West – Land Survey No-147

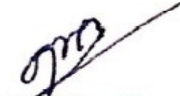
North – Land Survey No-245

South - Land Survey No-526 and 527

1. With Reference to the Letter from Tahasildar Office No: - LND/CR/639/23-24 Dated : 02.01.2024.
2. This Survey Sketch designed based upon the letter from Office of the Assistant Director of Land Records & Survey Settlement No:- ADLR/ANK/MISC/630/23-24 Dated:03.01.2024.
3.  The Colored Marked above shows the Land identified at survey No-523,524, 525 of 1 acre 31 guntas. This identified place is used to developed sewage treatment plant for jigani TMC the survey Sketch for land acquisition is carried out in the presents of the beloved mentioned offices


ನಿರಂಜನ್ ಕುಮಾರ್
ಭೂಮಾಪಕರು
ಆನೆಕಲ್ ತಾಲ್ಲೂಕು


ಕಿರಿಯ ಅಭಿಯಂಕರರು
ಪುರಸಭೆ ಜಿಗಣಿ


ಮುಖ್ಯಾಧಿಕಾರಿ
ಪುರಸಭೆ ಜಿಗಣಿ

“Note: This is a translated copy of the Original Document.”

No-LAQ/CR/04/2023-24



Special Land Acquisition Office
Vishweswaraiah Center Podium Block,
3rd Floor, Bangalore
Dated-02.12.2023

To,

Chief Officer
Town Municipal Council Jigani,
Anekal Taluk, Bangalore Urban,
Bangalore-560105.

Respected Sir,

- Sub: Land acquisition process of private land to provide drainage system along with the sewage treatment plant for Jigani TMC, Anekal Taluk, under the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement (RFCTLARR) Act, 2013.
- Ref: 1. Chief Officer Jigani TMC letter no-JTMC/TS/CR/25/2020-21, Dated:05.07.2023.
2. No. 324/2021 of original application filed in Hon'ble National Green Tribunal Principal Bench New Delhi
3. Karnataka Government Order No: RD/76/AQB/2023, Dated:07.10.2023.
4. Deputy Commissioner Bangalore Urban District Letter No:LAQ/CR/13/2023-24, Dated:16.10.2023.

With respect to the above subject Chief Officer Jigani TMC has submitted a requisition as per reference (1) regarding case no. 324/2021 of original application filed in Hon'ble National Green Tribunal Principal Bench New Delhi with respect to the chandapura lake pollution. The catchment area includes Urban Local Bodies of Hebbagodi CMC, Bommasandra, Jigani and Chandapura TMC leading to the lake pollution. Regarding the pollution of the lake, it is suggested to take immediate action to prevent the discharge of untreated water into the canals joining the Chandapur Lake. This problem requires the provision of sewerage system with wastewater management units in four urban local bodies as per reference (2)

According to this, private lands have to be acquired to build wetwells and Sewage treatment plants within the jurisdiction of Hebbagodi City Municipal Council, and the Karnataka Water Supply and Sewerage Board has requested them to acquire the private lands and give them to the board.

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Accordingly, transparency in land acquisition process, right to appropriate compensation, resettlement and reconstruction act-2013 required to set up sewage treatment plant (STP) for Jigani Town Municipal Council at Survey No. 523, 524, 525 (including 40 feet approach road) of Hennagara village. in 60 X 120 meters as per Section 40 of Chapter 05 of Land Acquisition Act-2013 through land acquisition process through Urgency Clause and Amendment by the Ministry of Parliamentary Affairs, Government of Karnataka, State Letter No: No. Vy.Sha.E.03/Sasana/2019 Bangalore, dated: 23-07-2019 Section 10 – A(D) Application of Social Impact Assessment (SIA Exemption) will be exempted from implementation by the Government as per reference (3) and published in the State Gazette.

Further, the Deputy Commissioner, Bangalore Urban District has been instructed in reference (4) of the letter to immediately submit a suitable proposal for issuing a notification as per Section 11(1) of the Land Acquisition Act for land acquisition of the lands in question.

Accordingly, as per the calculation table prepared as per the guideline rate given by the Sub-Registrar for the land in question, at Jigani Survey No. 523, 524, 525 therefore for 7200 sq. mtr. (1 acre 31 Guntas) Total Value of Rs.5,91,07,500/-. It is requested to pay Rs.59,10,750/- to this office's **Deposit Account Number 26572E136, Head of Account : 8443-00-117-0-18-590** through K-2 software or through DD/Cheque as soon as possible.

Sd/-
Special Land Acquisition Officer
Bangalore

“Note: This is a translated copy of the Original Document.”







MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU") is entered on 10.04.2024 (the "Effective Date"), by and between Anekal Town Municipal Council, Anekal Taluk, Bengaluru, and Jigani Town Municipal Council, with an address of Anekal Taluk Bengaluru, also individually referred to as "Party", and collectively "the Parties."

WHEREAS, the Parties desire to enter into an agreement for periodic disposal of the sewage collected from the Jigani TMC limit to the Sewage Treatment Plant of capacity 3.3 MLD located at Doddakere Anekal Taluk and

WHEREAS, the Parties desire to memorialize certain terms and conditions of their anticipated endeavor;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Purpose and Scope. The Parties intend for this MOU to provide the foundation and structure for any and all possibly anticipated binding agreement related to the status of implementation of TREATMENT AND DISPOSAL OF EFFLUENTS UNDER THE WATER ACT, 1974..

This MOU should not establish or create any type of formal agreement or obligation. Instead, it is an agreement between the Parties to work together in such a manner to encourage an atmosphere of collaboration and alliance in the support of an effective and efficient partnership to establish and maintain objectives and commitments with regards to all matters related to TREATMENT AND DISPOSAL OF EFFLUENTS UNDER THE WATER ACT, 1974. towards disposal of the sewage collected from the Jigani TMC limit

Objectives. The Parties agrees as follows:

1. The Parties shall work together in a cooperative and coordinated effort so as to bring about the achievement and fulfillment of the purpose of the MOU.
2. The quantity of discharge shall not exceed above 6000 litres discharge per time.
3. The sewage collected to be disposed off only to the 3.3 MLD STP located at Doddakere Anekal Taluk
4. This MOU is not intended to create any rights, benefits, and/or trust responsibilities by or between the Parties.
5. The MOU shall in no way obligate either Party to supply funds to maintain and/or sustain in implementation TREATMENT AND DISPOSAL OF EFFLUENTS UNDER THE WATER ACT, 1974.
6. Term. This Agreement shall commence upon the Effective Date, as stated above, and will continue until 09.03.2026
7. Termination. This Agreement may be terminated at any time by either Party upon 90 days written notice to the other Party.



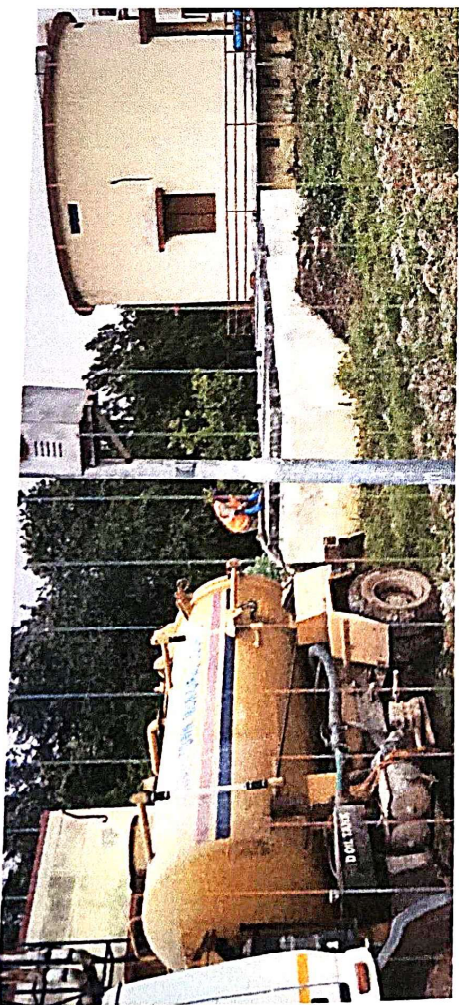
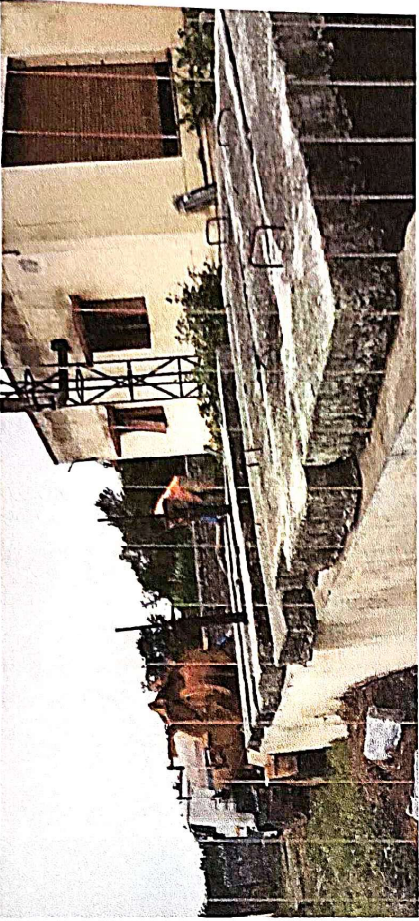
8. Representations and Warranties. Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.
9. Indemnity. The Parties each agree to indemnify and hold harmless the other Party, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by the indemnifying party, its respective successors and assigns that occurs in connection with this Agreement. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.
10. Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY, WHICH ARE NOT RELATED TO OR THE DIRECT RESULT OF A PARTY'S NEGLIGENCE OR BREACH.
11. Severability. In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.
12. Waiver. The failure by either Party to exercise any right, power, or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or future exercise of that right, power, or privilege or the exercise of any other right, power, or privilege.
13. Legal Fees. In the event of a dispute resulting in legal action, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees.
14. Legal and Binding Agreement. This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and The Parties each represent that they have the authority to enter into this Agreement.
15. Governing Law and Jurisdiction. The Parties agree that this Agreement shall be governed by the state in which both Parties do business.
16. Entire Agreement. The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

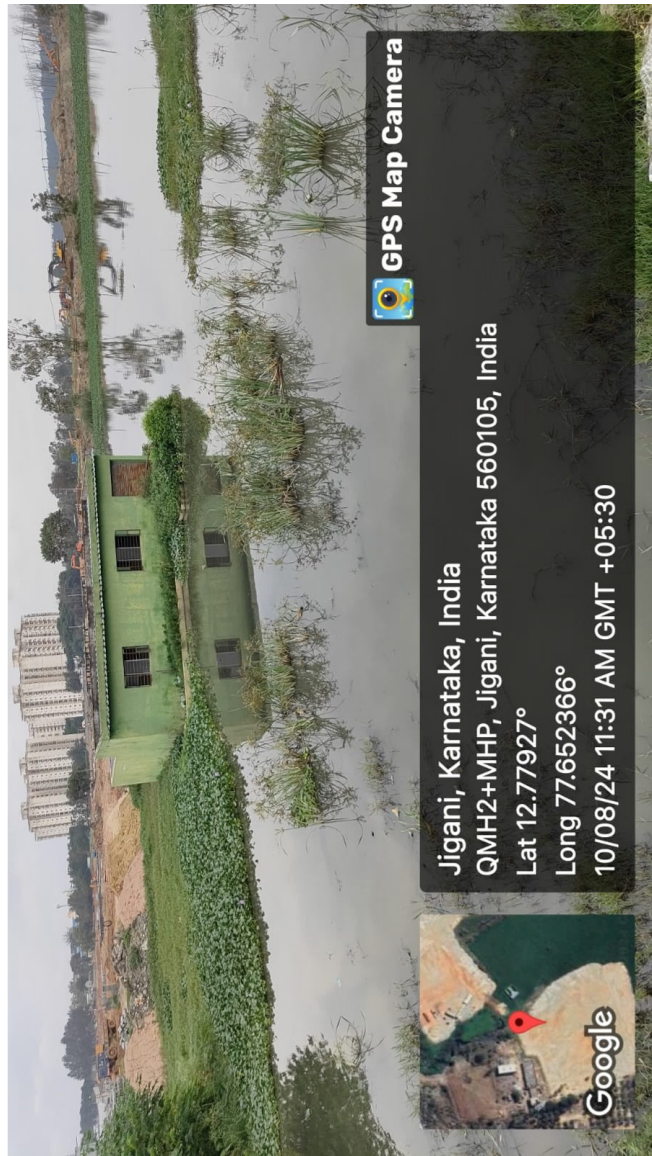
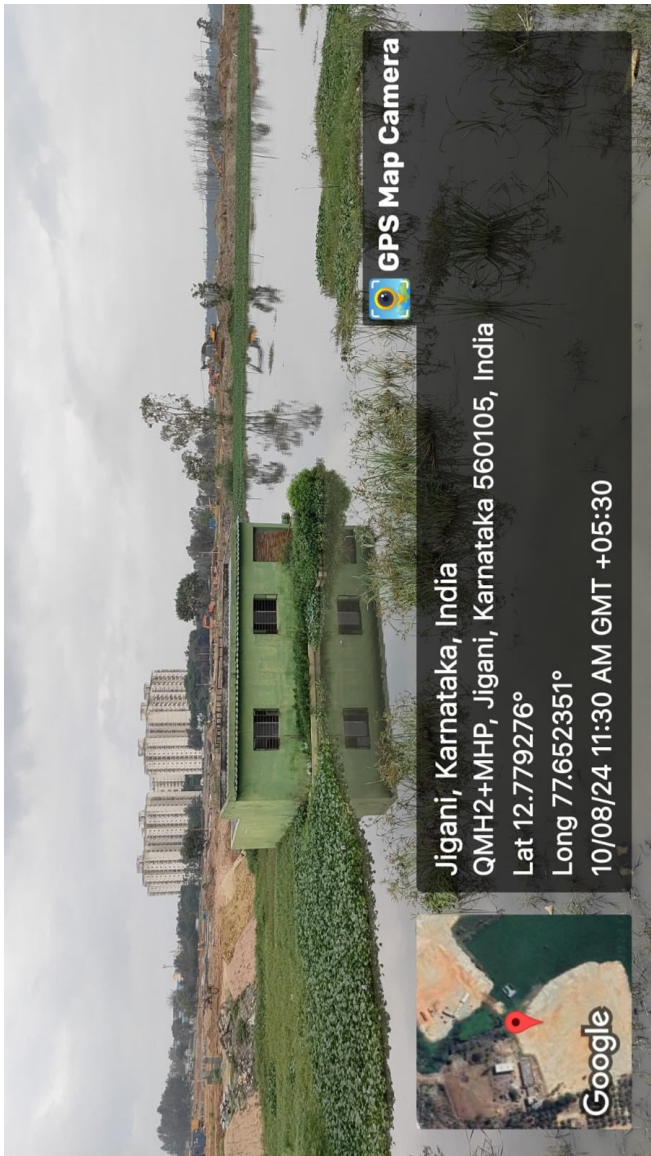
The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

Chief Officer
ಮುಖ್ಯಾಧಿಕಾರಿ
Jagan PMC
ಇ.ರಸಭೆ ಬೆಂಗಳೂರು

ಮುಖ್ಯಾಧಿಕಾರಿಗಳು
ಪುರಸಭೆ ಅಧಿಕಾರಿಗಳು (In-charge)









ANNEXURE-R-7

JIGANI TOWN MUNICIPAL COUNCIL



Jigani Hobli, Anekal Taluk, Bangalore Urban District.560105

Telephone No: 080-29760400

Email: itstaff_ulb_jigani@yahoo.com

No-JTMC/Health/CR/06/2024-25

Date: 24-06-2024

WORK ORDER

Subject: Operation and Maintenance of Sewage Treatment Plant in Ward No.05 of Jigani Town Municipal Council.

Reference: 1. Office Quotation Publication Date: 13.06.2024
2. Quotation received on : 17.06.2024

*~**~*

Regarding the above subject, Jigani Town Municipal Council had invited quotation for operation and maintenance of Sewage Treatment Plant located at Madhumitra and Balaji Layout (STP) as per reference (1).

As per reference (2) the rate list submitted from your end is less than the rates submitted by the other bidders. Hence the lowest rate quoted by you is considered and the work order is issued under the following conditions.

Terms and Conditions:-

1. It is instructed to carry out operation and maintenance of STPs of 120 KLD capacity located at Madhumitra Layout of Jigani TMC Limits.
2. Collect treated water sample from the plant every month and monthly analysis report to be submitted to the office.
3. Work to be carried out without disturbing the surrounding residents.
4. Should be committed to making necessary arrangements for the rate they have submitted.
5. Complaints to be addressed on priority if any received about the Sewage treatment plant Action should be taken to resolve the complaint on the spot.
6. The bill amount will be paid according to the financial condition of the municipality.

Thaning You,

Sd/-
Chief Officer
Jigani TMC

To,

Dr. Shreekanth Muthnoor, PHD
Bac Treat Environmental Solution LLP,
K K Birla Goa Campus, NH-178 Baypass,
Jhoori Nagar- 403726

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