

**BEFORE THE NATIONAL GREEN TRIBUNAL
SOUTHERN ZONE, CHENNAI**

ORIGINAL APPLICATION No. 137 OF 2025 (SZ)

[Earlier, OA No. 322 of 2025 (PB)]

IN THE MATTER OF:

News item titled "Hyderabad Pond filled with for walking track marked as development under CSR initiative" appearing in the Hindu dated 24.06.2025.

And

Greater Hyderabad Municipal Corporation,
through its Commissioner,
Hyderabad and 3 Ors.

...Respondent(s)

**REPORT OF THE TELANGANA POLLUTION CONTROL BOARD (TGPCB)
(RESPONDENT No. 3)**

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Place: Hyderabad.

Date: 04-11-2025



COUNSEL FOR RESPONDENT No.3

REPORT OF THE TELANGANA POLLUTION CONTROL BOARD (TGPCB) DATED:31-08-2025 IN SUO MOTU OA NO. 137 OF 2025 ON NEWS ITEM TITLED "HYDERABAD POND FILLED UP FOR WALKING TRACK MARKED AS DEVELOPMENT UNDER CSR INITIATIVE" APPEARED IN "THE HINDU DAILY" DATED: 24.06.2025.

It is kindly submitted that the Hon'ble NGT, New Delhi (PB) has registered an OA No.322 of 2025 Suo Motu on the news item titled "Hyderabad Pond filled up for walking track, marked as 'development' under CSR initiative" appeared in "The Hindu Daily" Dated:24.06.2025.

The news item relates to the pollution of a natural lake in Jubilee Hills, Hyderabad, which was filled to create a walking track under a Corporate Social Responsibility (CSR) initiative. As per the article, large amounts of debris have been dumped into what was once a water body, clearly to make way for the walking track. Mud mixed with sewage is being dredged and piled nearby, while a motor pump works to remove the dirty water from the area. The article also mentions that two pipes, each 900 mm in diameter, protrude from the dumped earth at different locations—one to channel fresh rainwater into the pond and the other to drain excess water. The article further mentions that, wherever trees obstruct the construction of the walking track, they are being uprooted using an excavator, which is also used to fill and level the inside of the pond. Additionally, a 15-20-foot-wide stormwater drain near the road to Jubilee Hills Check-post, which once supplied water to the lake, is now defunct, heavily littered, overgrown with weeds, and encroached upon. According to the article, the Lake Protection Committee (LPC) under the Hyderabad Metropolitan Development Authority (HMDA) does not have this lake listed in its database of notified lakes. Despite GHMC officials being aware of the water body's existence, no efforts have been made to include it in the list or to mark its full tank level.

The Hon'ble National Green Tribunal (NGT), New Delhi, heard the matter on 07.07.2025 and subsequently transferred the application to the jurisdiction of the

Hon'ble NGT, Chennai, where it was re-designated as Original Application No. 137 of 2025.

In this regard, following is submitted:

1. Hyderabad, a bustling metropolitan city, boasts numerous parks, lakes, and ponds. One such green space is a public park owned and maintained by the Greater Hyderabad Municipal Corporation (GHMC), situated at Road No. 5, Jubilee Hills, and geographically located at $17^{\circ}25'47.38''$ N latitude and $78^{\circ}25'12.36''$ E longitude.
2. The aforementioned GHMC park spans approximately 1.5 acres, surrounded by roads on all four sides, and is nestled amidst a mix of residential and commercial establishments. A copy of the Google Map depicting the park's location is hereby placed below for the kind consideration and perusal of the Hon'ble Authority:



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3. Within the aforementioned Greater Hyderabad Municipal Corporation (GHMC) park, a small pond is situated, occupying an area of approximately 0.75 acres. Local inquiries revealed that sewage from surrounding areas was previously discharged into the pond within the GHMC Park.
4. The Rotary Club of Jubilee Hills (RCJH) has submitted a proposal to the Greater Hyderabad Municipal Corporation (GHMC), expressing their interest in undertaking the beautification of the pond located within the GHMC Park at Road No. 5, Jubilee Hills, Hyderabad, as part of their environmental protection initiatives, with funding support from their Corporate Social Responsibility (CSR) partner. (**Annexure – I**)
5. Pursuant to the proposal, a Memorandum of Understanding (MOU) was executed on 08.01.2025 between the Greater Hyderabad Municipal Corporation (GHMC), represented by Sri Anurag Jayanti, I.A.S, Zonal Commissioner, Kairatabad Zone, GHMC (as "1st Party"), and Sri V. Balakoti Reddy, President, Rotary Club of Jubilee Hills (as "2nd Party"). (**Annexure – II**). The MOU witnesseth as follows (**gist**):

Role of 2nd Party (Rotary Club of Jubilee Hills):

- a) Construction of an underground pipeline to divert and channelize the sewage water from the inlet, taking the path through the existing walkway in the park to connect the pipeline to the other end of the pond through the road. After completion of the work the damage caused to the existing walkway during the work to be rectified to the original condition.

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- b) Construction of a walking path around the pond for morning walkers.
- c) Beautification elements in and around the pond.
- d) To dispose the waste generated time to time to the nearest GHMC dumping points.
- e) To ensure no hawkers or food vendors to operate in the park. Etc.,.

Role of 1st Party (Greater Hyderabad Municipal Corporation (GHMC)):

- a) Nominate officers as the nodal contact person to interact with the Second Party.
- b) Shall continue to have the Possession and Ownership of the scheduled park including water pond.
- c) Shall render required technical guidance.
- d) GHMC has to coordinate permissions for executing the work for the related department like
 - i. Clearance from Water/Electricity/Drainage/Telecom departments) for digging to make way for the pipe line.
 - ii. Permission clearances for cutting the road to lay the pipeline

6. An inspection of the site was conducted by the Board Officials on 27.08.2025, and the following observations were noted:

- a) The Board Officials observed that the beautification works were not in progress. However, the representative of Rotary Club of Jubilee Hills

explained that the dredging works had been temporarily halted due to the ongoing rains and would be resumed once the rains ceased.

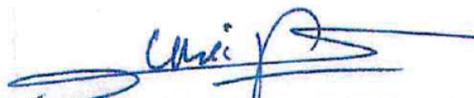
- b) It was observed that the sewage inflow from the western side had been diverted through an underground 1-meter diameter Hume pipe, which was connected to the existing drain on the eastern side, thereby preventing sewage from entering the pond.
- c) It was further observed that two Hume pipelines had been laid, namely: (i) one on the southern side to facilitate the inlet of rainwater, and (ii) another on the eastern side to enable the overflow of pond water.

The facts and observations regarding the pond restoration project in Jubilee Hills, Hyderabad, have been duly submitted. The Memorandum of Understanding (MOU) between the GHMC and the Rotary Club of Jubilee Hills, as well as the site inspection observations, have been taken into account.

The Respondent Board hereby undertakes to comply with and implement any directions or orders issued by the Hon'ble National Green Tribunal (NGT) and will take all necessary steps to ensure adherence to the same.

Date: 31-08-2025.

Place: Hyderabad


ENVIRONMENTAL ENGINEER

ENVIRONMENTAL ENGINEER
Telangana Pollution Control Board
Regional Office, Hyderabad,
4th Floor, Spoorthi Bhavan,
Hyderabad Collectorate Complex,
Lakdikapul, Hyderabad-500 004.

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Annexure-I

Rotary
Jubilee Hills



October 28, 2024

From
The President
Rotary Club of Jubilee Hills
Hyderabad

To
Shri Anuraag Jayanti. IAS
Zonal Commissioner – Khairtabad Zone
Greater Hyderabad Municipal Corporation
Hyderabad

Respected Sir

Sub: Beautification of the Pond in GHMC Park in Rd no 5, Jubilee Hills, Hyderabad
by Rotary Club of Jubilee Hills with CSR Funds – Reg

Ref: Our meetings and the blueprint plan submitted to you.

Greetings from the Rotary Club of Jubilee Hills

We from the Rotary Club of Jubilee Hills (RCJH) in association with one of our CSR partners are interested in taking up the above-mentioned project under our Rotary Focus Areas on Environment Protection. While the funds for the project will be from our CSR partner, the execution plan and monitoring of the progress will be taken care of by all three parties (RCJH, CSR Partner and Contractor) with periodic interventions wherever required by GHMC.

RCJH got the required cost, and timeline estimates for the project

- Cost Estimate – **Rs. 75,00,000/- (INR Seventy Five Lakhs)**
 - o Laying of the pipeline to divert and sewage. (major cost)
 - o Beautification of area around the pond with Walker's path,
 - o Safety Fence around the water body
- Timelines
 - o We will work towards completing the project within **5 months** from the date of commencement, exigencies exempted (like rains, natural distractions and social disturbances)
 - o Timelines are also dependent on the required permissions, clearances and tasks to be completed by GHMC, and other departments involved

RCJH and the CSR Partner will have their branding present on the project site, wherever possible.

Rotary Club of Jubilee Hills, Siddiq Nagar, HITEC City, Hyderabad, Telangana 500081



Scope under Rotary Club of Jubilee Hills with support from the CSR Partner BGR mining

1. Construction of underground pipeline to divert and channelize the sewage water from the inlet, taking the path through the existing walk path in the park to connect the pipeline to the other end of the pond through the road.
2. Construction of walking path around the pond for morning walkers
3. Beautification elements in and around the pond
4. Restoring the outer fencing of the park on the road. (some parts are cut)
5. Maintenance of the developed area for a period of 12 months.

Scope of GHMC in coordination with respective government departments

1. Permissions for executing the work from all the related departments
2. Clearance from Water/Electricity/Drainage/telecom departments for digging to make way for the pipeline
3. Permission clearances for cutting the road to lay the pipeline
4. Clearing of all the litter, debris and sludge around the pond
5. Removal of Sludge from the pond to allow settling of fresh rainwater
6. Cutting and clearing of plants, shrubs, weeds, etc. to clear the path to build Walking track

Further to your approval of the above proposal, we will enter a MoU with GHMC, RCJH and CSR partner

Looking forward to your early response

Best Regards

Rtn Balakoti Reddy
President
Rotary Club of Jubilee Hills

(8)

Annexure-II



తెలంగాణ తేలంగానా TELANGANA

BN 369790

Tran Id: 250107133415497458
Date: 07 JAN 2025, 01:37 PM
Purchased By:
BALAKOTI REDDY VISIREDDY
S/o V. NAGI REDDY
R/o HYDERABAD
For Whom
ROTARY CLUB OF JUBILEE HILLS

PSRINIVASA RAO
LICENSED STAMP VENDOR
Lic. No. 16-11-035/2017
Ren.No. 16-11-060/2023
6-3-456/3, 11 Floor, Dwaakapuri
Colony, Panjagutta, Hyderabad
Ph 9848080145

MEMORANDUM OF UNDERSTANDING

MOU No.

The proposal of Beautification and maintenance of the Pond in Road No.5 Park, Jubilee Hills, Cir-18, GHMC for one year under CSR by Rotary Club of Jubilee Hills, Hyderabad

This Memorandum of Understanding (MOU) is made and executed on 8th day of January 2025 to develop the Pond in Road No.5 Park, Jubilee Hills, Cir-18, GHMC and to maintain the same for one year.

BY AND BETWEEN

Greater Hyderabad Municipal Corporation, established under the provisions of the GHMC Act, 1955, having its office at Hyderabad and represented by Zonal Commissioner – Khairatabad Zone, GHMC, Hyderabad Town hereinafter referred to as the First Party.

Rotary Club Of Jubilee Hills, #Rotary Club of Jubilee Hills, Siddiq Nagar, Hitech City, Hyderabad-500081, hereinafter referred to as the Second Party and represented by the President Rotary Club of Jubilee Hills.

Anurag Jayanti
1st Party
(ANURAG JAYANTI. I.A.S.)
ZONAL COMMISSIONER
KHAIRATABAD ZONE
GHMC

[Signature]
2nd Party

Page 1 of 5

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Whereas, 1st Party, is a government body that has embarked on development and maintenance of civic and environmental infrastructure including water bodies.

Whereas, 2nd Party is a private organization i.e., Rotary Club of Jubilee Hills, is an international NGO committed to community development and environmental sustainability through Corporate Social Responsibility (CSR) initiatives and keen to provide good environment by taking up civic activities towards development, beautification and maintenance of pond.

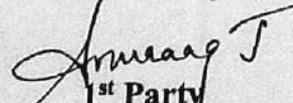
Whereas the parties have negotiated the terms and accordingly, the parties have entered into the memorandum of understanding "MoU" defining their respective roles and responsibilities.

Whereas the 2nd party has understood, the objectives, procedure and guidelines etc under the scheme CSR and having understood the same and the various acts, rules and bye-laws framed there under, has voluntary and with an intension to assist, participate and to get the services rendered for the scheduled a part of this agreement under its own supervision and to its satisfaction has agreed to the proposal extended by the 1st party.

NOW THEREFORE, THIS MEMORANDUM OF UNDER STANDING WITNESSETH AS FOLLOWS.

A. ROLE OF 2ND PARTY:

1. Pooling in funding from their own sources.
2. To take over the above Road No.5, Jubilee Hills park for development, Beautification and maintenance of pond on as is where is condition.
3. To establish requisite infrastructures like, Borewell, motor pumpsets, pipeline, electricity connections (in the name of the Commissioner, GHMC), proper illumination, display signage's, other elements etc., for the development beautification and maintenance of pond.
4. To develop pond as per the design, technical specifications, time frame etc., approved by the 1st party.
5. General house keeping activities such as sweeping, cleaning etc., on regular basis as per the requirement at the site.
6. Maintenance of pond as per the directions of the GHMC officials.
7. Report any encroachment if there any to the 1st party immediately.
8. Construction of an underground pipeline to divert and channelize the sewage water from the inlet, taking the path through the existing walkway in the park to connect the pipeline to the other end of the pond through the road. After completion of the work the damage caused to the existing walkway during the work to be rectified to the original condition.
9. Construction of a walking path around the pond for morning walkers.
10. Beautification elements in and around the pond.
11. Maintenance of the developed area for a period of 12 months
12. To take care of the payments connected to the maintenance components like wages to the labour, repairs to the borewell, motor pumpsets, civil structures, illumination, electricity charges etc,
13. To dispose the waste generated time to time to the nearest GHMC dumping points.
14. Allow access to the people as per the timings shown below.
5.00 A.M. to 8.00 P.M
15. To keep the electrical lights on during dark.
16. To ensure no hawkers or food vendors to operate in the park.
17. Not to take up any constructions (or) commercial business in the park.


1st Party
(ANURAG JAYANTI. I.A.S)
ZONAL COMMISSIONER
KHAIRATABAD ZONE
GHMC


2nd Party

18. Use best efforts to not permit any undesirable nuisance activities to take place in the park.
19. Shall not allow the scheduled park to be used for other purposes such as functions, meetings etc.
20. Shall maintain a record of all the expenditures incurred in respect of development and maintenance.
21. Enforce rules and regulations laid down in consultation with 1st party.
22. Shall attend the repairs and damages to the landscape components (or) others connected to theme immediately within 24 hours during the execution of work.)
23. Shall arrange security guards for complete protection 24X7.
24. Shall not take up any construction (or) alterations of any of component of the park.
25. Shall engage required persons technically qualified for looking after day to day maintenance.
26. The 2nd Party shall be wholly and solely responsible for full complaints with the provisions under labour loss and other acts to the Government
Shall follow conditions laid down by the 1st party in respect of items not mentioned above.

B. ROLE OF THE 1ST PARTY:

1. Nominate officers as the nodal contact person to interact with the Second Party.
2. Shall continue to have the Possession and Ownership of the scheduled park including water pond.
3. Shall render required technical guidance.
4. GHMC has to coordinate permissions for executing the work for the related department like
 - a) Clearance from Water/Electricity/Drainage/Telecom departments) for digging to make way for the pipe line.
 - b) Permission clearances for cutting the road to lay the pipeline

C. RIGHTS AND OBJECTIONS OF PARTIES

- a) This MOU shall by no means be interpreted as giving any lease rights or property title to "SECOND PARTY" the Beautification and maintenance of the Pond in Road No.5 Park, Jubilee Hills, Cir-18, GHMC and the area bounded by the fence is the property of "First Party".
- b) "SECOND PARTY" shall not charge the public any entry fee and will not engage in any commercial activities unless otherwise mandated by the First Party or related government organization and approved by the First party.
- c) "SECOND PARTY" shall not carry out permit commercial activities.
- d) "SECOND PARTY" shall not make alterations to any structure or build any structure or damage to any "First Party" property within the Beautification and maintenance of the Pond in Road No.5 Park, Jubilee Hills, Cir-18, GHMC without written consent of the first party.
- e) "SECOND PARTY" shall obtain permission form First Party & then have the right to display signboards signifying that the Beautification and maintenance of the Pond in Road No.5 Park, Jubilee Hills, Cir-18, GHMC is being maintained with their financial contribution in the interest of public welfare. Such signboards will have to comply with the advertising policy any other such policy in place notified in the area of Hyderabad on public communications stated in clause 5. The Monitoring committee will approve the design of the signboard, the number of signboards proposed and the location of placement of these signboards.

Anurag J
1st Party
(ANURAG JAYANTI, IAS)
ZONAL COMMISSIONER
KHAIRATABAD ZONE

Peerp
2nd Party 3

f) "SECOND PARTY" shall have no right to conduct religious activities in the Beautification and maintenance of the Pond in Road No.5 Park, Jubilee Hills, Cir-18, GHMC

TERMS AND TERMINATION.

- a) This MOU is valid for a period of 1 year from the date "FIRST PARTY" and "Secondary Party" sign it and may be renewed or extended for a further period on the same terms and conditions provided by both the parties.
- b) This MOU shall stand terminate on the expiry of the terms subject to extension as above
- c) If the First Party observes that the Second Party is not discharging their duties as mandated by the agreement (such party then becoming a Defaulting party), then the First Party will bring this up in the Monitoring committee meeting which shall put in place a plan for remedial action by the defaulting party, if after 30days from the monitoring committee meeting there is no remedial action taken by the Defaulting party, then first party has the right to terminate the MOU with the Second party by giving one month notice.
- d) Second party may bring up any grievance relating to the discharge of obligation by the First Party in the Monitoring Committee meeting, and if the First Party fails to take remedial action within 30 days or such other time frame as agreed in the Monitoring Committee, the Second Party has the right to withdraw from the MOU with one month notice.

In witness whereof, the parties have appended their signature on the day, month an year above written at Hyderabad.

For "First Party"

Amurag T

Name:

Designation:

1) *DD, UBD, KZ.*

For "Second Party:

V. Balakoti Reddy

Name: V. BALAKOTI REDDY

Designation: PRESIDENT

ROTARY CLUB OF JUBILEE HILLS.

2)

DR. RAMRASA O.

Amurag T
1st Party

ZONAL COMMISSIONER
KHAIRATABAD ZONE
GHMC

V. Balakoti Reddy
2nd Party 4



040 23351932
bgrmining.com
ho.hyd@bgrmining.com

Date: 08th January 2025

To
The Rotary Club of Jubilee Hills
Siddiq Nagar, Hitech City,
Hyderabad - 500081,
Telangana State.

Subject: Acceptance for Funding for the development of Pond and Park in Road No. 5, Jubilee Hills, Circle -18, Greater Hyderabad Municipal Corporation and to maintain the same for a one year.

Dear Sir

We BGR Mining & Infra Limited, a company committed to promoting sustainable business practices and supporting initiatives that contribute positively to the environment and the well-being of local communities. As part of our Corporate Social Responsibility (CSR) strategy, we are focused on projects that enhance environmental sustainability and foster ecological balance.

We are reaching out to your request for contribution of our CSR funds for the development of Pond and Park in Road No. 5, Jubilee Hills, Circle -18, Greater Hyderabad Municipal Corporation and to maintain the same for a one year

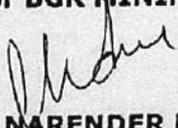
We would like to contribute to the Rotary Club of Jubilee Hills for the development of Pond and Park in Road No. 5, Jubilee Hills, Circle -18, GHMC and go hand for the completion of the project as per the norms of the Greater Hyderabad Municipal Corporation.

We look forward to the opportunity to collaborate with The Rotary Club of Jubilee Hills to make a meaningful contribution to the sustainability of our shared environment.

Thanking You

Your Truly

For BGR MINING & INFRA LIMITED


S. NARENDER NATH
COMPANY SECRETARY
M.NO. 32940.



C.I.N: U45400TG2011PLC115896 PAN: AAECB5497R

Item No. 05

Court No. 1

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

Original Application No. 322/2025

News Item titled "Hyderabad Pond filled with for walking track marked as development under CSR initiative" appearing in the Hindu dated 24.06.2025.

Date of hearing: 07.07.2025

**CORAM: HON'BLE MR. JUSTICE PRAKASH SHRIVASTAVA, CHAIRPERSON
HON'BLE DR. A. SENTHIL VEL, EXPERT MEMBER**

ORDER

1. This original application is registered *suo motu* on the basis of the news item titled "Hyderabad Pond filled with for walking track marked as development under CSR initiative" appearing in the Hindu dated 24.06.2025.

2. The news item relates to the pollution of a natural lake in Jubilee Hills, Hyderabad, which was filled to create a walking track under a Corporate Social Responsibility (CSR) initiative. As per the article, large amounts of debris have been dumped into what was once a water body, clearly to make way for the walking track. Mud mixed with sewage is being dredged and piled nearby, while a motor pump works to remove the dirty water from the area. The article also mentions that two pipes, each 900 mm in diameter, protrude from the dumped earth at different locations—one to channel fresh rainwater into the pond and the other to drain excess water. The article further mentions that, wherever trees obstruct the construction of the walking track, they are being uprooted using an excavator, which is also used to fill and level the inside of the pond. Additionally, a 15-20-foot-wide stormwater drain near the road to Jubilee Hills Check-post, which once supplied water to the lake, is now defunct, heavily littered, overgrown with weeds, and encroached upon. According to the article, the Lake Protection Committee (LPC) under the Hyderabad Metropolitan Development Authority

(HMDA) does not have this lake listed in its database of notified lakes. Despite GHMC officials being aware of the water body's existence, no efforts have been made to include it in the list or to mark its full tank level.

3. The above matter indicates violation of the Water (Prevention and Control of Pollution) Act, 1974, the Environment (Protection) Act, 1986 and Telangana Preservation of Tanks and Lakes Act, 2003.

4. The news item raises substantial issues relating to compliance with the environmental norms and implementation of the provisions of scheduled enactment.

5. Power of the Tribunal to take up the matter *suo-motu* has been recognized by the Hon'ble Supreme Court in the matter of "*Municipal Corporation of Greater Mumbai vs. Ankita Sinha & Ors.*" reported in 2021 SCC Online SC 897.

6. Hence, we implead the following as respondents in the matter:

- (1). Central Pollution Control Board, through its Member Secretary, Parivesh Bhawan, East Arjun Nagar, Delhi-110032.
- (2). Telangana Pollution Control Board, through its Member Secretary, A-3, Paryavaran Bhavan, Sanath Nagar Rd, Sanath Nagar Industrial Estate, Sanath Nagar, Hyderabad, Telangana 500018.
- (3). District Magistrate, Hyderabad
6-2-10, Lakdikapul, Hyderabad, 500004
- (4). Greater Hyderabad Municipal Corporation, through its Commissioner, CC Complex Tank Bund Road, Lower Tank Bund, Hyderabad 500063.

7. Issue notice to the above respondents for filing their response/reply by way of affidavit before the Southern Zonal Bench of the Tribunal at least

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one week before the next date of hearing. If any respondent directly files the reply without routing it through his advocate, then the said respondent will remain virtually present to assist the Tribunal.

8. Since the matter falls within the jurisdiction of Southern Zonal Bench of the Tribunal, therefore, the OA is transferred to the Southern Zonal Bench, Chennai for appropriate further action. Let the original record of the OA be transferred to Southern Zonal Bench, Chennai.

9. List before Southern Zonal Bench at Chennai on 08.09.2025.

Prakash Shrivastava, CP

Dr. A. Senthil Vel, EM

July 07, 2025
Original Application No. 322/2025
dv