

**BEFORE THE NATIONAL GREEN TRIBUNAL (SZ) CHENNAI**

**ORIGINAL APPLICATION NO. 19 OF 2024 (SZ)**

**(EARLIER OA NO. 615 OF 2022 (PB))**

**In the Matter of :**

S.K.SRIVATSAVA  
Rangareddy Dist,  
Telangana.

--- Applicant

Vs

1. State of Telangana.  
2. Member secretary, TSPCB.  
3. District Magistrate, Rangareddy Dist,  
Telangana.

--- Respondent 1 to 3

4. M/s.Hesolt Oil,  
Rangareddy Dist, Telangana.

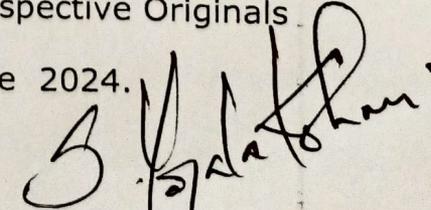
--- Respondent No.4

INDEX

Sl.No	Date	Particulars	Page No.
1	30.06/2024	AFFIDAVIT OF THE 4 <sup>TH</sup> RESPONDENT	1 - 5
2		Old Photo graphs of the 4 <sup>th</sup> respondent	6
3	13.03.2023	New Factory premises Lease Deed	7 - 9
4	29.03.2023	Letter of the 4 <sup>th</sup> respondent to the Tashildar, RR Dist	10 - 11
5	12.04.2023	Acknowledgment issued by Telangana State Pollution control Board, Environmental Engineer , Regional Office, RR to the 4 <sup>th</sup> respondent company	12 - 13
6	28.03.2023	Approval issued to 4 <sup>th</sup> respondent by Factories Department	14

Certified to be the true copies of the respective Originals.

Dated this of 30<sup>th</sup> Day of June 2024.

  
Counsel for the 4<sup>th</sup> respondent.

1

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1. State of Telangana.  
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Telangana.

--- Respondent 1 to 3

4. M/s.Hesolt Oil,  
(Project Proponent)  
S.No. 116/91, Ward No.30,  
Bandangpet Municipal Corporation,  
Rangareddy Dist, Telangana.

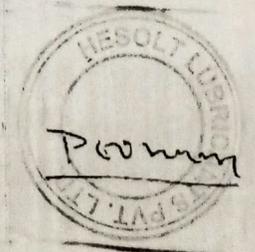
--- Respondent No.4

**COUNTER AFFIDAVIT FILED BY THE 4<sup>TH</sup> RESPONDENT.**

I, Mrs. Poonam Kumari aged about 50years (AADHAR No.5992 4230 8294 ),  
Daughter of Mr., Ayodhya Prasad at M/s. **Hesolt Oil, resident at 44/36, Roma  
Enclave -4, Badangpet, Hyderabad, came to Chennai do hereby solemnly  
affirm and sincerely state as follows:**

1. I submit that I am the Director of the 4<sup>th</sup> respondent company against whom  
the complaint has been lodged and the present OA has been filed, wish to state that  
I am well aware of this case and I deny all the averments made in the complaint  
except which I specially accept as here under.

2. I submit that submit that earlier, Sri. S. K. Srivastava has filed an Original  
Application No. 615 of 2022 in the matter of M/s Hesolt Oil, Sy No.116/91,



Badangpet Municipal Corporation, Ranga Reddy District before the Hon'ble National Green Tribunal, Principal Bench, New Delhi against operation of the 4<sup>th</sup> respondent , who primarily indulged in oil re-furbished (Re-Packing) in survey no. 116/91 at Ward 30, Badangpet Municipal Corporation, Ranga Reddy, Telangana in residential area alleging poisonous gas released from the 4<sup>th</sup> respondent company thereby alleged to have violated the environmental norms posing serious health hazards to the residents based on his complaint dated 22/05/2022.

2. I state that before proceeding to make the defense the 4<sup>th</sup> Respondent wish to submit that the 4<sup>th</sup> respondent M/s Hesolt Oil, has applied for CFE for the new location at Plot No: 4/24, Sy No: 519, Industrial Park, Nadergul, Saroornagar, Rangareddy District and accordingly the Board issued Consent (Acknowledgement) under Green category (as per CPCB categorization the activity is listed @S.No.27 as Lubricating oil, greases or petroleum based products only blending at normal temperature) for the new premises 12.04.2023 (as per the ANNEXURE No. 5). It is also submitted that M/s. Royal Lubricants (which is the sister concern of M/s Hesolt Oil) has also applied for CFE for the new location at Plot No. 8/11, SR No. 519, Industrial Park, Nadergul, Saroornagar, Rangareddy District for shifting the existing unit at Badangpet and accordingly the Board issued Consent (Acknowledgement) under Green category (as per CPCB categorization the activity is listed @S.No.27 as Lubricating oil, greases or petroleum based products only blending at normal temperature) for the new premises 26.07.2023 (as per the ANNEXURE No.4).

3. I state that subsequently, the Hon'ble NGT, Principal Bench, New Delhi in its Order dated 03.02.2023 has constituted a Joint Committee comprising of



representatives of the Telangana State Pollution Control Board (TSPCB) and the District Magistrate, Ranga Reddy and directed to meet within two weeks, undertake visits to the site, look into the grievances of the applicant, associate the applicant, and to verify the factual position and submit its Report within two months to submit a report. The report clearly stated as the premises of the 4<sup>th</sup> respondent has been shifted to the new premises. The relevant portion of the report filed by the 2<sup>nd</sup> respondent is extracted below:

***"In view of the petition being transferred and renumbered as OA No.19 of 2024 (Sz), the Board Officials have inspected the old premises of the industry and surroundings on 02.03.2024. During inspection, it was observed that M/s Hesolt Oil & M/s. Royal Lubricants has vacated the premises and the site is presently vacant. Photographs taken during the inspection are attached (ANNEXURE-III) and both the units have shifted from old premises i.e at Sy. No.138, Badangpet Municipal Corporation, Ranga Reddy District to new location i.e at Plot No: 4/24, Sy No: 519, Industrial Park, Nadergul, Saroornagar, Rangareddy District."***

4. I state that the 4<sup>th</sup> respondent is indulged in packaging and branding of the Lubricants and more precisely the 4<sup>th</sup> respondent purchase the Oils namely Lubricants, Engine Oil, Coolant etc., in bulk through tankers and in barrels and repack the same in small required quantities under their own registered trade mark. The 4<sup>th</sup> respondent company had 8 filling line Automatic and semi automatic machines to refill the Oils and there are no machineries for manufacture or for



4

processing the oils. Hence, there can be no possibility of the unit to have discharged any sort of gas from the premises. In this respect, the 4<sup>th</sup> respondent had sent a letter dated 29<sup>th</sup> March 2023 to the Tashildar, Rangareddy District (Annexure No. 3) briefing all the repacking process and thereby invited the local residents to visit the factory for inspection. In further, the 4<sup>th</sup> respondent has also informed the concerned Thasildar as the 4<sup>th</sup> respondent shifted the repacking factory to the new address mentioned above on 8<sup>th</sup> March 2023. Also, in the same communication, the 4<sup>th</sup> respondent had annexed all the necessary approvals obtained for the new premises also.

5. I state that with all the back ground facts, there could be no instance of the 4<sup>th</sup> respondent premises could have released any sort of gas on 20/05/2022. Moreover, it is to be analysed as why that sort of alleged gas released only on that particular day and not thereafter or there before. Even the complaint had not alleged as they smelled any gas but for that particular day. Hence, it is evident that the source of the gas is not from the 4<sup>th</sup> respondent premises. In order to substantiate the same the old factory premises are attached herewith as Annexure No.1 for perusal of the Hon'ble Bench.

6. I state that on perusal of the photos of the Old premises it is evident that the premises do not have any machineries to heat the Oil or process the same to change its character. Hence, the allegation of the complainant is baseless and not proved to the satisfaction of this Hon'ble Bench.

7. I state that none of the grounds raised by the complainant has been substantiated either on law or on facts. Hence, In view of the above fact and legal



position, it is humbly prayed that this Hon'ble Tribunal may be pleased to dismiss this application with cost and thus render justice.

Solemnly affirmed at Chennai }  
on 25<sup>th</sup> day of June 2024 and }  
put his signature in my presence. }

*A. Mayad Mathu*  
*Ms: 3142/2012.*

Before me

HESOLT LUBRICANTS PVT LTD

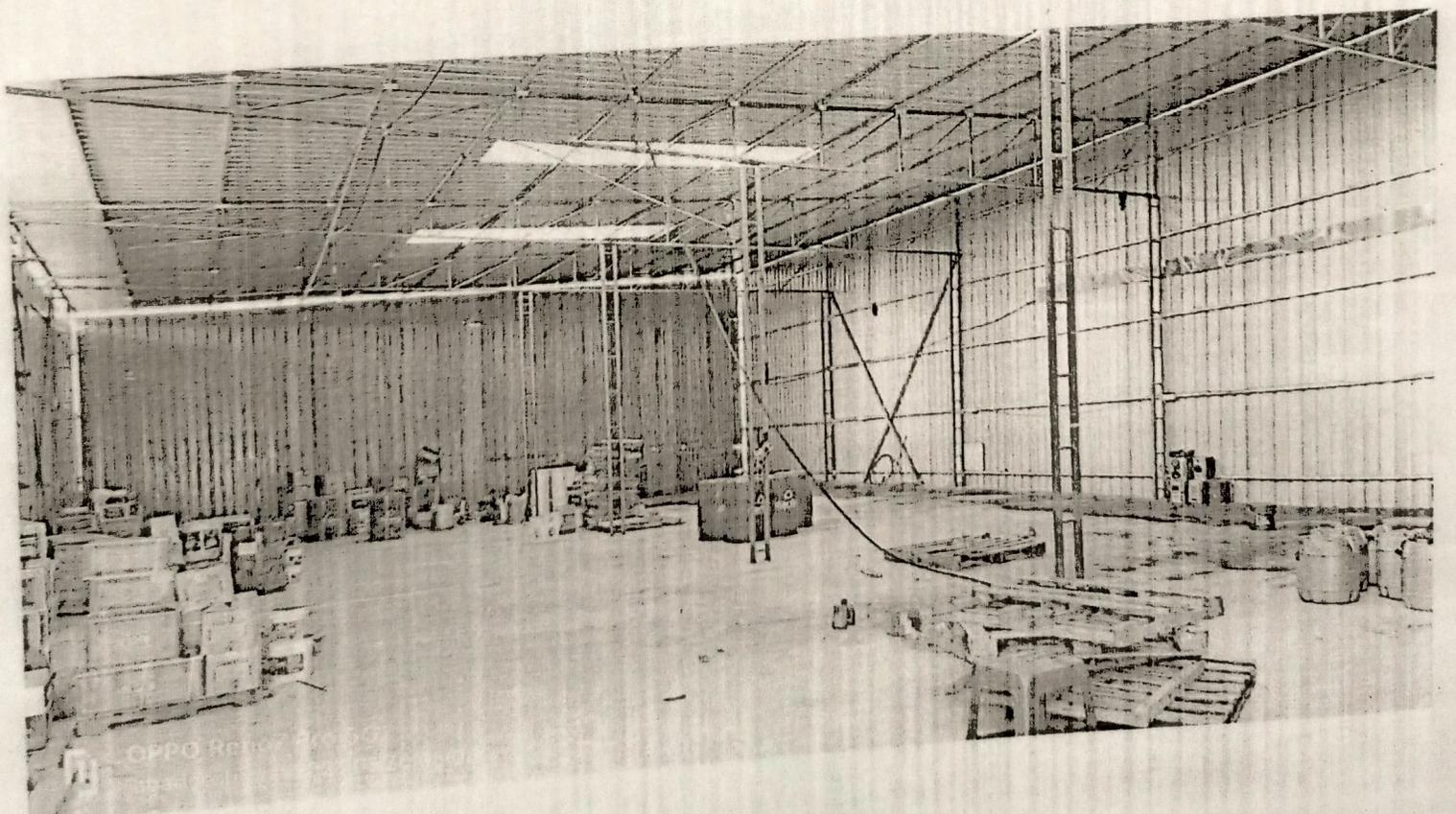
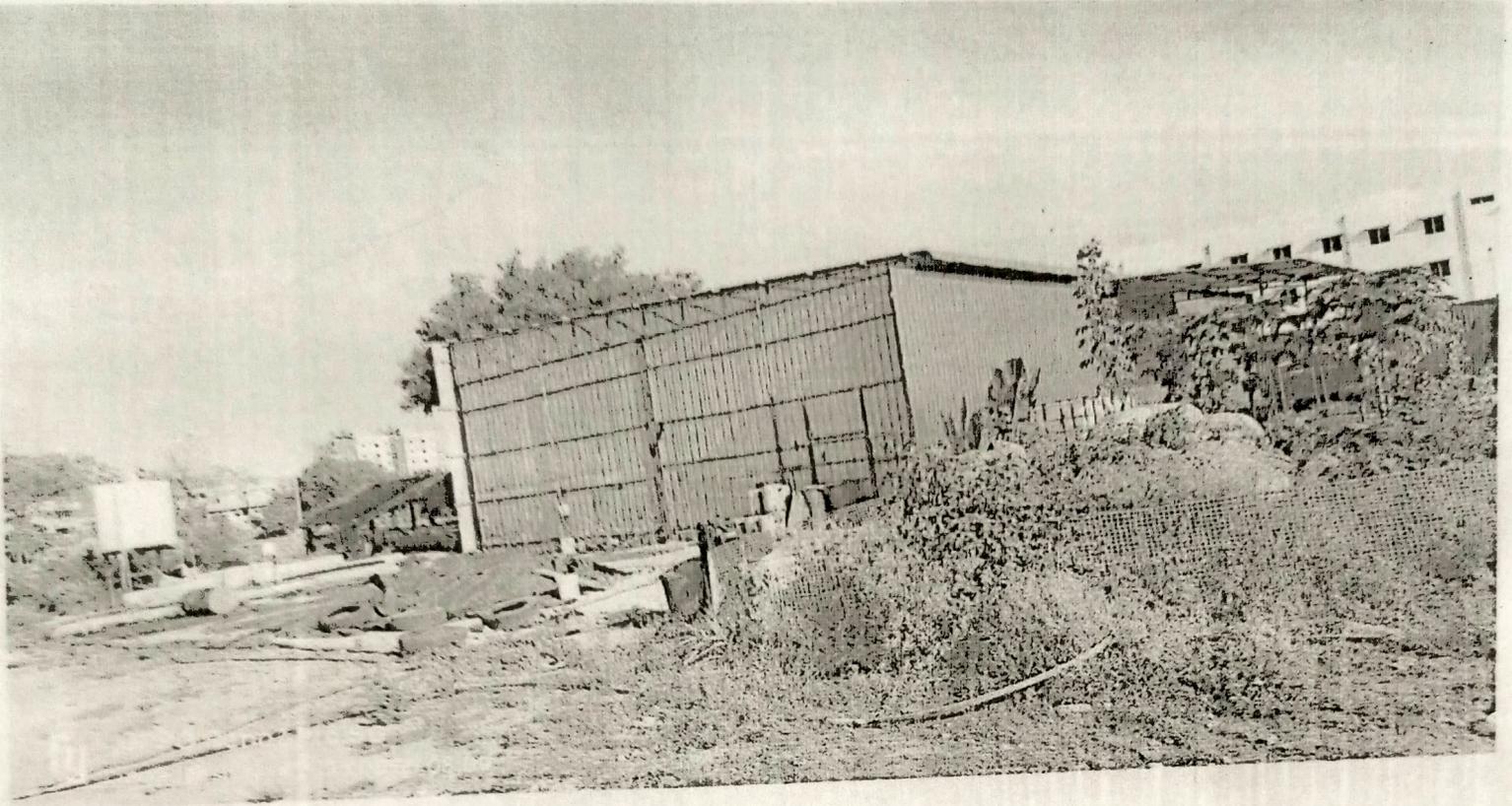


*Poonam* Director

POONAM KUMARI  
DIRECTOR

6

old factory



भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

ONE

HUNDRED RUPEES

100



सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL



NOTARI

తెలంగాణ తేలంగానా TELANGANA

Price AT 868573

Sl. No. 624 Date 09/03/2023 Rs. 100/-

Sold to Vipul Harilal Patel R/o Hyd.

3/0 W/o Harilal L Patel R/o Hyd. M/s HESOLT Lubricant Private Ltd,

for whom

PENDYALA BUJJI  
Licensed Stamp Vendor  
License No: 15-27-021/2013  
R.L.No: 15-27-008/2022  
H.No:1-20, Badangpet Village,  
Saroomagar Mdl, R.R. Dist-500 112.  
Cell: 9347127123

**RENTAL AGREEMENT**

This **Rental Agreement** is made and executed on this 09th March, 2023 at Nadergul Village, Balapur Mandal, Ranga Reddy District.

**MUTHU SREEDHARAN S/O LATE P.M. MUTHU**, aged about 55 years, Occupation: Business R/o House No. 3-53-92, Trimulgherry, New Gandhi Nagar, Secunderabad, Hyderabad-500015, Telangana State, Aadhaar No. 2728 0884 0481.

(Hereinafter called the **LAND LORD/OWNER OF THE SHED**)

**AND**

**M/s. HESOLT LUBRICANT PRIVATE LIMITED**, Company under companies Act, having its Corporate Office at Plot No. 19, MCCH Society, Opp Little Angel School, Panvel, Raigarh, Maharashtra-410206, India, represented by its Director, **SRI. VIPUL HARILAL PATEL S/O HARILAL L PATEL**, aged about 46 years, Occ: Business R/o House No. 44/36, Roma Enclave IV, Badangpet Village, Balapur Mandal, Ranga Reddy District, Aadhaar No. 7215 0146 2435.

(Hereinafter called the **TENANT**)

(which expression shall mean and include all their legal heirs, successors, assignees, administrators, and agents etc..)

**ATTESTED**

Contd...2

**TENANT**  
HESOLT LUBRICANTS PVT LTD

**KASARAM YADIAH,**

B.Com., LL.B.,

ADVOCATE & NOTARY

Appointed by Govt. of A.P.

H.No:1-20, BADANGPET Village

Via Kanchanbagh, HYD-58.R.R.Dist.

Telangana State INDIA

**OWNER**

For S S INDUSTRIES

**PROPRIETOR**

WHEREAS the Land Lord is the sole and absolute owner and possessor of the Shed (Land and Shed) bearing Plot No. 4/24, in Survey No. 519, admeasuring 4000 Sq. feet with RCC Roofed. Situated at Industrial Park, Nadergul Village, Balapur Mandal, Adibatla, Ranga Reddy District.

WHEREAS the tenant is in the oil business, running at various place, being desirous of taking the lease the of the demised premises/Schedule property, for the purpose of packing the oil in the shape of packet in liters or in various volume, as per the demand, has approached the owner and the owner has agreed to give the lease the demised premises/Schedule property, to the tenant the terms and conditions set out, here under.

The Shed owner hereby willing to let out above shed admeasuring 4000 Sq. feet, the above said premises for a period of 11 (Eleven) Months for Oil business purpose under the name and style of **M/s. HESOLT LUBRICANT PRIVATE LIMITED** and above tenant has agreed to take the same on the following terms and conditions.

**NOW THIS RENTAL AGREEMENT WITNESSETH AS FOLLOWS:**

1. That the tenant shall have to pay Rs. 40,000/- (Rupees Forty Thousand Only) per month to the shed owner towards monthly rent on or before 5<sup>th</sup> day of Each English Calendar month without default.
2. That the tenant shall use the said let out premises for business of oil packing only, as permitted by the authorities and prevailing laws. Therefore the tenant shall not use the schedule premises for any other purpose except the purpose stated supra.
3. The Tenancy period shall be for a period of 11 (Eleven) Months with effect from 09<sup>th</sup> March, 2023 to 08<sup>th</sup> February, 2024 and the lease shall be extended for further period on mutual consent of the both parties. The rent will be increase 10% on existing rent after completion of 11 months.
4. That the Rent is fixed with mutual consent and either party have no objection in regard to fixation of monthly rent.

That the tenant shall be responsible for paying Electricity, Water bills apart from rent, every month to the concerned authorities.

That the tenant hereby confirms and acknowledge that the premises is in good condition and he agreed to hand over the same on the termination of this tenancy in good (same) condition.

**ATTESTED**

Contd...3.

**TENANT**  
HESOLT LUBRICANTS PVT LTD

*[Signature]*  
Director

**KASARAM YADIAH,**  
B.Com., LL.B.,  
ADVOCATE & NOTARY  
Appointed by Govt. of A.P.  
H.No:1-20, BADANGPET Village  
Via Kanchanbagh, HYD-58.R.R.Dist.  
Telangana State, INDIA

**OWNER**  
For S S INDUSTRIES

*[Signature]*  
**PROPRIETOR**



7. The owner and tenant hereby agreed to inform 3 (Three) months prior notice to each other regarding eviction of the let out premises.
8. The tenant shall not sub-let the above said let out premises to any third party.
9. The tenant shall have no right to alter/change the structure of the let out premises without obtaining permission from the landlord/owner.
10. That it is mutually agreed by both the parties that the parties hereto that the property tax of the schedule property shall be paid by the owner only.
11. That the tenant shall not keep any illegal/highly inflammable or explosive articles or things or act in the above said premises.
12. That the Land Lord or his authorized agents entitled to inspect the said let out premises at all reasonable times.
13. That the tenant had voluntarily agreed that in the event of breach of condition agreed in the indenture, the Lessee shall be liable to be evicted from the schedule property without being issued any notice.
14. That it is made clear that, in any event if the tenant fails to pay the rent for the period of three months, the owner is at liberty to evict the tenant.
15. That the tenant shall obtain all required licenses, permission, etc., required to run the said business over the schedule property. As such the tenant shall pay all the taxes, fees, etc., payable to the concerned public and private department.
16. That the tenant shall not indulge into any un-lawful acts either directly or indirectly. Further the business so proposed shall not land into any private or public nuisance as defined in the law.
17. That monthly Rental amount of the let out premises shall be enhanced once in 11 months by the mutual consent of the both parties.



**SCHEDULE OF PROPERTY ATTESTED**

All that the Shed (Land and Shed) bearing Plot No. 4/24, in Survey No. 519, admeasuring 4000 Sq. feets with RCC Roofed. Situated at Industrial Park, Nadergul Village, Balapur Mandal, Adibatla, Ranga Reddy District is bounded by:

North	:	Plot No. 25
South	:	Open Plot
East	:	Road
West	:	Open Plot

*Kasaram Yadaiah*  
**KASARAM YADAI AH,**  
 B.Com.,LL.B.,  
 ADVOCATE & NOTARY  
 Appointed by Govt. of A.P.  
 H.No:1-20, BADANPET Village  
 Via Kanchanbagh, HYD-58.R.R.Dist.  
 Telangana State, INDIA.

IN WITNESS WHERE OF the both the parties have set their hands and signed on this Rental Agreement with their free will and consent in the presence of the following witnesses on the day, month and year first above mentioned.

WITNESSES:

1. *[Signature]* HESOLT LUBRICANTS PVT LTD  
8686550078
2. *[Signature]* 8686806299

*M. Sreedharan*  
 OWNER  
 PROPRIETOR

TENANT

10

# HESOLT LUBRICANTS PVT LTD

Survey No.138, Near Mount Carmel School, Badangpet, Hyderabad-500058. Telangana

PHONE NO: 040-29394436

EMAIL-hesoltlubricant@gmail.com

Dated - 29.03.2023

To,

The Tahasildar,  
M.R.O  
Balapur Mandal  
R.R dist.

Report on your factory visited on 29.03.2023.

Subject- Reply to the show cause notice Lr. No. 615/2022/NGT/PCB/RO .I.RRD /  
2023 – 1565, Dated - 03.03.2023

Dear Sir,

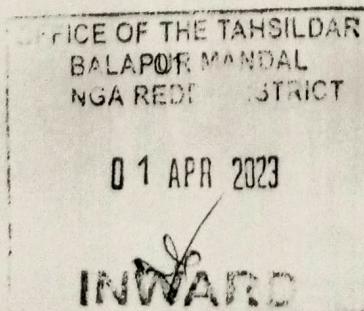
With due respect I would like to inform you that Hesolt lubricants Private Limited is in Packaging and Branding business of Lubricants since 2019.

Hesolt lubricants private limited, purchase all ready products in bulk and repack in small bottles under their own registered trade mark.

Below is our process chart

1. Buy Engine oil, gear oil, coolant etc (only in liquid form) in bulk through tanker and barrels.
2. Buy bottle of 210, 50, 26, 20, 15, 10, 7.5, 5, 3, 1 liter pack size empty bottle from different suppliers.
3. Buy carton box of 5, 3, 1 liter.
4. Buy tape

We have 8 filling line Automatic and Semiautomatic to repack different grades and different pack size of lubricants in our own brands.



HESOLT LUBRICANTS PVT LTD

*Peronam*  
Director

11

Since we are running a packing unit so we have not gone for pollution control Board for certification. But we taken below certification

1. Certificate of incorporation
2. Company PAN Card
3. GST Certificate
4. MSME Certificate
5. Memorandum of association
6. Articles of Association
7. Property tax (Municipal) A-1 , A - 2
8. Factory lease deed
9. Trade license
10. Packaging Certificate
11. Weight and measurements Certificate (legal metrology departments) (8 machines)
12. Labour license

On approx dated 20.05.2022. Some bad smell came to our area. We do not know from where.

Local residents thought that it came from our packing unit and one of them wrote mail to all concern authorities without checking facts personally.

After this incident we call nearby society presidents and other respected people to visit our packing unit personally.

They visited and found that there is nothing which can create any kind of smell and this topic stopped there only.

We continued working and there is no concern after that.

We are here attaching all Certificates we have taken from different departments.

A meeting was held with Mr. Venkat Narsu and intimated by him that the factory should shift from the existing locality within two months and we already shifted from here to Nadergul Industrial Park on 8<sup>th</sup> March 2023. New factory address given below:-

**New Factory Address:** Plot No-4/24, Sy. No-519, Industrial Park, Nadergul (V), Balapur (M), Adibatla, Hyderabad-501510  
(Attached New Factory License, Plan approval, Lease deed and photographs)

Best Regards,

RESOLT LUBRICANTS PVT LTD

*Purnam*  
Director

02

**TELANGANA STATE POLLUTION CONTROL BOARD  
REGIONAL OFFICE, RANGAREDDY DISTRICT**



H.No.6-3-1219, Block C, Ward No.91, 2<sup>nd</sup> Floor, Backside of Country Club, Kundanbagh, Umanagar, Begumpet, Hyderabad - 500016.

**M. VenkatNarsu**  
Environmental Engineer

Email:ee-rr1-tspcb@telangana.gov.in

Order No.35/RRD/RO-RRD/ACK/2023

Date:12.04.2023

**ACKNOWLEDGEMENT**

**(For SSI Units other than 66 Categories only)**

(See Rule No. 32-A of the Water (Prevention and Control Pollution) Rules 1994 and Rule No. 29-A of the Air (Prevention and Control Pollution) Rules 1994.)

The Consent application submitted by **M/s.Hesolt Lubricant Pvt Ltd** to establish and to operate a "Lubricating oil, greases or petroleum based products (only blending at normal temperature)" unit at **Plot No. 4/24, Sy No. 519, Industrial Park, IP Nadergul, Saroornagar (M), Rangareddy District** in an area of 4000 Sq.ft with a project cost of **Rs.24 Lakhs** (Plant & Machinery cost – Rs.24 Lakhs). The industry is acknowledged to carry out blending & bottling at normal temperature: **Engine Oil- 11781 LPD & Gear Oil - 5049 LPD** as the unit is not covered under Schedule No. IV & II of above said Rules. This acknowledgement is treated as consent of Telangana State Pollution Control Board, subject to the following conditions:

1. In case of any expansion or change in manufacturing process, raw materials or products, a fresh application shall be submitted.
2. All the rules notified by the State and Central Governments under Environmental laws from time to time, which are applicable to this unit shall be complied with.
3. The industry shall comply with general standards notified by the Ministry of Environment and Forest, Government of India vide extra ordinary Gazetted notified No. 174, Dated 19<sup>th</sup> May 1993 as amended from time to time.
4. The unit should not be established in residential area or close to sensitive areas such as Hospitals, Monuments, Educational Institutes, Zoological Parks, etc.
5. The industry shall comply with the ambient air quality standards in respect of noise, as stipulated in the Environment (Protection) Rules, 1986 and shall not cause any noise nuisance in the surroundings.
6. **The industry shall not carry out heating activity using boiler / furnace, etc for blending of lubricants and shall not generate any kind of emissions.**

13

6. The industry shall not carry out heating activity using boiler / furnace, etc for blending of lubricants and shall not generate any kind of emissions.
7. The industry shall not generate & dispose any kind of washing / process effluents.
8. The officials of Telangana State Pollution Control Board may inspect the unit at any time to verify the compliance status and may also stipulate such conditions as are deemed to be fit.

Date: 12.04.2023

Stamp:

*Yse*

*[Signature]*  
12/4/23

**ENVIRONMENTAL ENGINEER**  
**REGIONAL OFFICE, RANGAREDDY-DISTRICT**

**ENVIRONMENTAL ENGINEER**  
Telangana State POLLUTION CONTROL  
BOARD REGIONAL OFFICE -I,  
RANGA REDDY DISTRICT.

To

M/s. Hesolt Lubricant Pvt Ltd.,  
Plot No. 4/24, Sy No. 519, Industrial Park,  
IP Nadergul, Saroornagar (M), Rangareddy District



**GOVERNMENT OF TELANGANA**

**FACTORIES DEPARTMENT**

From  
Deputy Chief Inspector of Factories, Hyderabad  
D.No. 10-1-200,  
A.C. Guards, Mahaveer Marg,  
Hyderabad - 500004

To  
The Occupier  
HESOLT LUBRICANT PVT  
LTD  
H NO : 44/36,ROMA  
ENCLAVE  
IV,Badangpet,Saroornagar,  
Rangareddy,500058

**D. Dis. A / R R / 111 / 2023, Dated: 28/03/2023**

Sir,

**Sub:** Factories Act, 1948 - Plans of HESOLT LUBRICANT PVT LTD, Door No: PLOT NO : 4/24, SY NO : 519, INDUSTRIAL PARK, NADERGUL, Nadargul (Rural)(V), Saroornagar(M), Rangareddy(D) - 501510 , Approved Regarding.

**Ref:** MIC0060015116912

\*\*\*

The plans received through the reference cited are hereby approved for 40 HP under the provisions of the Factories Act 1948 subject to the following conditions.

- 1) The license shall be obtained for using maximum installed power or Generator power which ever is higher and for maximum number of persons employed in the factory. The license fee shall be paid from the date of manufacturing process but not from the approval of plans.
- 2) Necessary arrangements shall be provided for ensuring availability of fresh air in the machinery hall at all times with provisions for adequate natural ventilation under section 13(2) read with Rule 17-A & 17 C. Provide translucent sheets on the roofs of the machinery hall for taking advantage of natural lighting. Height of the machinery shall be 4.27 mts at the eaves.
- 3) Revised plans shall got to be drawn to scale and approved showing the installation of machinery, equipment and any additional constructions which were not shown in the plans before taking them into use.
- 4) Necessary first aid fire fighting arrangements shall be provided.
- 5) All other necessary approvals shall be obtained from other concerned departments.
- 6) Statutory welfare amenities required to be provided under the provisions of F Act shall be provided for the use of workers employed .
- 7) The lease deed shall got to be registered as per rules of the state Government.

Signature Not Verified

Signed On 28-03-2023  
BY M SRINIVASA RAO  
DY. CHIEF INSPECTOR OF FACTORIES HYDERABAD,  
500004

**Note:**

- 1) In respect of new factories manufacturing activity shall not be commenced unless a notice of occupation (License application in Form No: 2) accompanied by challan for requisite fee, etc., are submitted under Section 7 read with rule 4 (1) & (6) to the Inspector of Factories concerned.