

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

O.A. NO. 771 OF 2022

IN THE MATTER OF:

NISHANT BHARGAV

...COMPLAINANT

VERSUS

STATE OF UTTAR PRADESH & ORS.

...RESPONDENTS

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1. Through



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Place: New Delhi

Date: 22.08.2025

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL,
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**RESPONSE/OBJECTIONS ON BEHALF OF COMPLAINANT TO
THE COMPLIANCE AFFIDAVIT FILED BY RESPONDENT
NO.4/PROJECT PROPONEMENT ON 31.07.2024.**

MOST RESPECTFULLY SHOWETH:

1. That the present response/objection is filed on behalf of the Applicant/Complainant to the compliance affidavit filed by Respondent No.4/Project Proponement on 31.07.2024 filed before this Hon'ble Tribunal, contending against the imposition of penalty by this Hon'ble Tribunal upon the Respondent No.4 in view of deliberate non-compliance of various environmental norms in the project constructed and maintained by Respondent No.4/Project Proponement.

2. That at the outset, the Answering Complainant hereby denies each averment made by the Respondent No.4/Project Proponement in the captioned compliance affidavit in its entirety, save and except what is consistent with the facts of the case and/ or is a matter of record. Any non-traversal shall be treated as denied unless specifically admitted hereinafter.
3. That the Complainant has preferred a complaint/letter petition dated 10.06.2022 before this Hon'ble Tribunal against M/s. Jaypee Infratech Limited/Respondent No.4 qua the deliberate and wilful environmental violations thereby leading to overflowing of sewers from manholes and falling into rainwater drains in many blocks of Kensington Park-1 area. In addition to the above, the Complainant has also revealed the mischief done by Respondent No.4 with respect to the non-functioning of Sewage Treatment Plants (STPs) and air pollution due to such untreated disposal of waste by Respondent No.4.
4. That this Hon'ble Tribunal, soon after the receipt of the said complaint/letter petition of the Complainant, this Hon'ble Tribunal vide order dated 4.01.2023 constituted a joint committee comprising State PCB and District Magistrate, Gautam Budh Nagar and directed for the collection of relevant information and submission of report with respect

to the same. It is apposite to mention that the said joint committee submitted its report on 10.02.2023 wherein the said violations were deliberated by the committee. Accordingly, the committee filed a second report dated 17.11.2023 after the response of Respondent No.4 to the first report dated 10.02.2023 and categorically observed that the STPs were not operational and under-construction even though occupation on the project of Respondent No.4 was permitted as far back as in the year 2015.

5. That furthermore, Respondent No.4 itself made a submission before this Hon'ble Tribunal that around 12,983 families are residing, which is about 25% of the capacity of the project. It is further apprised from the report of the joint committee that numerous environmental compensations were imposed upon the Respondent No.4 by Respondent No.2 thereby validating the contention of the Complainant herein against Respondent No.4.
6. That accordingly, this Hon'ble Tribunal granted opportunity to Respondent No.4 and Applicant to provide their respective response to the reports and submit their contentions qua the veracity of the issues raised in the reports of the joint committee formed by this Hon'ble Tribunal.

PRELIMINARY OBJECTIONS/ SUBMISSIONS

I. LIABILITIES ARISING DURING THE INSOLVENCY

RESOLUTION PROCESS OF RESPONDENT NO.4

- a. That as per the contentions and admission of the Respondent No.4, the Corporate Insolvency Resolution Process (**CIRP**) of the Respondent No.4/Project Proponement was initiated by the Hon'ble Adjudicating Authority, New Delhi vide order dated 9.08.2017. It is submitted that Project Proponement was kept as a going concern by the Resolution Professional of Project Proponement since 9.08.2017.
- b. That it is apposite to mention that the Resolution Professional, during the said duration, had also registered units/plots etc. in favour of interested buyers, thereby allowing complete usage of the facilities built by the Respondent No.4 in the allotted area.
- c. That evidently Resolution Professional was completely aware of the situation of the constructed area of Respondent No.4 and accordingly was consciously handing over the possession of the units to the buyers during the Insolvency Resolution Process of Respondent No.4.
- d. That to the utter shock and dismay of the Applicant/Complainant, it is pertinent to note that the Monitoring Committee of Respondent No.4

have distanced itself from the shortcomings of the Resolution Professional with respect to the Respondent No.4. It is submitted that as per the provisions of the Insolvency and Bankruptcy Code, 2016 (**the Code**), it is the duty of the Resolution Professional to meet all the requisite requirements under law for the purpose of maintaining the Corporate Debtor as a going concern.

- e. That in the present scenario, the Resolution Professional of Respondent No.4 was duty bound to follow all the requisite norms and provisions of law applicable to Respondent No.4 during its CIRP since the Project Proponement was kept as a going concern during the said period and was also generating funds for its functioning.
- f. That pertinently, the period during which the Resolution Professional was keeping Respondent No.4 as a going concern, this Hon'ble Tribunal directed the Joint Committee to perform the necessary inspection and directed the submission of the report regarding the shortcomings in the facilities.
- g. That as per the Respondents No.2 & 3, the liabilities have arisen against the Respondent No.4 only after conducting of their inspection as per the directions of this Hon'ble Tribunal on 4.01.2023 i.e. after the commencement of Insolvency Resolution Process of the Respondent No.4 by Hon'ble Adjudicating Authority, New Delhi.

- h. That the deliberate ignorance and negligence on the part of the Resolution Professional to follow the provisions of the law governing the Respondent No.4 during the Insolvency Resolution Process cannot be ignored as Resolution Professional was a court appointed officer acting on behalf of the Hon'ble Adjudicating Authority, New Delhi under the Code.
- i. That from the bare perusal of Section 25 of the Code, the Resolution Professional was carrying all the liabilities arising against Respondent No.4 during the Insolvency Resolution Process. The same is reproduced herein as under:

25. Duties of resolution professional. -

(1) It shall be the duty of the resolution professional to preserve and protect the assets of the corporate debtor, including the continued business operations of the corporate debtor.

(2) For the purposes of sub-section (1), the resolution professional shall undertake the following actions, namely: -

(a) take immediate custody and control of all the assets of the corporate debtor, including the business records of the corporate debtor;

- (b) represent and act on behalf of the corporate debtor with third parties, exercise rights for the benefit of the corporate debtor in judicial, quasi-judicial or arbitration proceedings;*
- (c) raise interim finances subject to the approval of the committee of creditors under section 28;*
- (d) appoint accountants, legal or other professionals in the manner as specified by Board;*
- (e) maintain an updated list of claims;*
- (f) convene and attend all meetings of the committee of creditors;*
- (g) prepare the information memorandum in accordance with section 29;*
- (h) invite prospective resolution applicants, who fulfil such criteria as may be laid down by him with the approval of committee of creditors, having regard to the complexity and scale of operations of the business of the corporate debtor and such other conditions as may be specified by the Board, to submit a resolution plan or plans.*
- (i) present all resolution plans at the meetings of the committee of creditors;*

(j) file application for avoidance of transactions in accordance with Chapter III, if any; and

(k) such other actions as may be specified by the Board.

- j. That the provisions of the Code stipulate that Respondent No.4 was in direct control of the Resolution Professional and accordingly was liable for all the actions undertaken/non-compliances by Respondent No.4 during the Insolvency Resolution Process of Respondent No.4.

II. DUTY OF THE RESOLUTION PROFESSIONAL UNDER IBC TO ABIDE BY GOVERNING LAWS WHILE KEEPING RESPONDENT NO.4 AS A GOING CONCERN

- a. That the aforementioned deliberation, it is evident that the Resolution Professional was duty bound under the Code for any actions/liabilities arising against the Respondent No.4 during its Insolvency Resolution Process. It is submitted that the said liability arising during the Insolvency Resolution Process cannot be escaped as it forms a crucial part of Respondent No.4.
- b. That from the bare perusal of the provisions of Section 14 of the Code, it is prudent to note that the Corporate Debtor (in the present case Respondent No.4) cannot escape from the liabilities arising during the

Insolvency Resolution Process and precisely when the Corporate Debtor is kept as a going concern by the Resolution Professional.

- c. That Section 14 of the Code stipulates that the services availed by the Resolution Professional during the Insolvency Resolution Process of the Corporate Debtor are necessarily to be paid off by the Resolution Professional. The same is reproduced herein as under:

14. Moratorium. -

(1) Subject to provisions of sub-sections (2) and (3), on the insolvency commencement date, the Adjudicating Authority shall by order declare moratorium for prohibiting all of the following, namely: -

(a) the institution of suits or continuation of pending suits or proceedings against the corporate debtor including execution of any judgement, decree or order in any court of law, tribunal, arbitration panel or other authority;

(b) transferring, encumbering, alienating or disposing off by the corporate debtor any of its assets or any legal right or beneficial interest therein;

(c) any action to foreclose, recover or enforce any security interest created by the corporate debtor in respect of its property including any action under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (54 of 2002);

(d) the recovery of any property by an owner or lessor where such property is occupied by or in the possession of the corporate debtor.

Explanation.-For the purposes of this sub-section, it is hereby clarified that notwithstanding anything contained in any other law for the time being in force, a licence, permit, registration, quota, concession, clearance or a similar grant or right given by the Central Government, State Government, local authority, sectoral regulator or any other authority constituted under any other law for the time being in force, shall not be suspended or terminated on the grounds of insolvency, subject to the condition that there is no default in payment of current dues arising for the use or continuation of the license, permit, registration, quota, concession, clearances or a similar grant or right during the moratorium period;

(2) The supply of essential goods or services to the corporate debtor as may be specified shall not be terminated or suspended or interrupted during moratorium period.

(2A) Where the interim resolution professional or resolution professional, as the case may be, considers the supply of goods or services critical to protect and preserve the value of the corporate debtor and manage the operations of such corporate debtor as a going concern, then the supply of such goods or services shall not be terminated, suspended or interrupted during the period of moratorium, except where such corporate debtor has not paid dues arising from such supply during the moratorium period or in such circumstances as may be specified.

(3) The provisions of sub-section (1) shall not apply to —

(a) such transactions, agreements or other arrangement as may be notified by the Central Government in consultation with any

financial sector regulator or any other authority;] (b) a surety in a contract of guarantee to a corporate debtor.

(4) The order of moratorium shall have effect from the date of such order till the completion of the corporate insolvency resolution process:

Provided that where at any time during the corporate insolvency resolution process period, if the Adjudicating Authority approves the resolution plan under sub-section (1) of section 31 or passes an order for liquidation of corporate debtor under section 33, the moratorium shall cease to have effect from the date of such approval or liquidation order, as the case may be.

- d. That from the bare perusal of the provisions of Section 14 of the Code, it is evident that the Resolution Professional was required to pay off the dues accrued during the Insolvency Resolution Process against the Respondent No.4 in view of the services availed by the Resolution Professional to maintain the Respondent No.4 as a going concern.
- e. That it is of utmost importance to note that since the Resolution Professional was allotting/handing over possessions of completed units to the respective buyers during the Insolvency Resolution Process of Respondent No.4, it was also mandatory for the Respondent No.4 to comply with all the relevant provisions of the laws applicable on the Respondent No.4 for maintaining it as a going concern.

- f. That while handing over/allotting units, the pre-requisite of having an effective waste disposal unit, green area, etc. was a must and the same was to be efficiently governed by the authority appointed by the Hon'ble Adjudicating Authority, New Delhi Bench during its insolvency process.

III. PAYMENT OF DUES/LIABILITIES ARISING DUE TO KEEPING RESPONDENT NO.4 AS GOING CONCERN UNDER IBC TO BE PAID BY RESOLUTION PROFESSIONAL AS INSOLVENCY RESOLUTION PROCESS COST

- a. That from the bare perusal of the Comprehensive Affidavit dated 31.07.2024 filed by the Respondent No.4/Project Proponement, it is apposite to mention that the Successful Resolution Applicant is required to pay off the dues of the Respondent No.4 while taking over the management of the Respondent No.4.
- b. That the payout liability of the Successful Resolution Applicant is required to be as per Section 30 read with Section 53 of the Code, which are envisaged as hereinunder:

30. Submission of resolution plan. –

(1) A resolution applicant may submit a resolution plan along with an affidavit stating that he is eligible under section 29A to the resolution professional prepared on the basis of the information memorandum.

(2) *The resolution professional shall examine each resolution plan received by him to confirm that each resolution plan -*

(a) provides for the payment of insolvency resolution process costs in a manner specified by the Board in priority to the payment of other debts of the corporate debtor;

(b) provides for the payment of debts of operational creditors in such manner as may be specified by the Board which shall not be less than-

(i) the amount to be paid to such creditors in the event of a liquidation of the corporate debtor under section 53; or

(ii) the amount that would have been paid to such creditors, if the amount to be distributed under the resolution plan had been distributed in accordance with the order of priority in sub-section (1) of section 53,

whichever is higher, and provides for the payment of debts of financial creditors, who do not vote in favour of the resolution plan, in such manner as may be specified by the Board, which shall not be less than the amount to be paid to such creditors in accordance with sub-section (1) of section 53 in the event of a liquidation of the corporate debtor.

53. Distribution of assets. -

(1) Notwithstanding anything to the contrary contained in any law enacted by the Parliament or any State Legislature for the time being in force, the proceeds from the sale of the liquidation assets shall be distributed in the following order of priority and within such period and in such manner as may be specified, namely: -

(a) the insolvency resolution process costs and the liquidation costs paid in full; (b) the following debts which shall rank equally between and among the following:

(i) workmen's dues for the period of twenty-four months preceding the liquidation commencement date; and

(ii) debts owed to a secured creditor in the event such secured creditor has relinquished security in the manner set out in section 52;

(c) wages and any unpaid dues owed to employees other than workmen for the period of twelve months preceding the liquidation commencement date;

(d) financial debts owed to unsecured creditors;

(e) the following dues shall rank equally between and among the following: -

(i) any amount due to the Central Government and the State Government including the amount to be received on account of the Consolidated Fund of India and the Consolidated Fund of a State, if any, in respect of the whole or any part of the period of two years preceding the liquidation commencement date;

(ii) debts owed to a secured creditor for any amount unpaid following the enforcement of security interest;

(f) any remaining debts and dues; (g) preference shareholders, if any; and

(h) equity shareholders or partners, as the case may be.

(2) Any contractual arrangements between recipients under sub-section (1) with

equal ranking, if disrupting the order of priority under that sub-section shall be disregarded by the liquidator.

(3) The fees payable to the liquidator shall be deducted proportionately from the proceeds payable to each class of recipients under sub-section (1), and the proceeds to the relevant recipient shall be distributed after such deduction.

Explanation. – For the purpose of this section-

(i) it is hereby clarified that at each stage of the distribution of proceeds in respect of a class of recipients that rank equally, each of the debts will either be paid in full, or will be paid in equal proportion within the same class of recipients, if the proceeds are

- c. That the aforementioned provisions evidently stipulate that the Insolvency Resolution Process Cost is required to be paid at the first instance, even before any other existing liability of the Respondent No.4. It is apposite to mention that Section 5 (13) of the Code deliberates upon the Insolvency Resolution Process Cost which Successful Resolution Applicant of Respondent No.4 is required to payoff even before settlement of any dues of other creditors of Respondent No.4:

5. Definitions. –

(13) “insolvency resolution process costs” means – (a) the amount of any interim finance and the costs incurred in raising

such finance; (b) the fees payable to any person acting as a resolution professional;

(c) any costs incurred by the resolution professional in running the business of the corporate debtor as a going concern;

(d) any costs incurred at the expense of the Government to facilitate the insolvency resolution process; and (e) any other costs as may be specified by the Board;

- d. That the combined reading of Section 30(2), Section 53(1)(a) and Section 5(13) of the Code clarifies that the Successful Resolution Applicant is required to pay off the dues arising during the Insolvency Process of the Respondent No.4 and cannot shy away from pawning off the liability.
- e. That it is prudent to note that the inspection has been carried out by the Joint Committee appointed by this Hon'ble Tribunal vide order dated 4.01.2023 and accordingly, the penalty has been imposed against the non-compliance of necessary laws by the Respondent No.4.
- f. That the said cost has been incurred by the Resolution Professional of the Respondent No.4 during the Insolvency Resolution Process of the Respondent No.4/Project Proponement while maintaining the Respondent No.4 as a going concern as per the provisions of the Code. It is submitted that the Resolution Professional was required to follow

specific provisions of the law while maintaining the Respondent No.4 as a going concern and no exemption is available to the Respondent No.4 under the Code of the said regulatory stipulations applicable on the Project Proponement. Hence, the liability arising during the Insolvency Resolution Process on the account of Respondent No.4 being kept as a going concern is required to be paid off by the Successful Resolution Applicant at the first instance as per the provisions of Section 30(2)(a) read with Section 53 of the Code.

IV. CLEAN SLATE THEORY NOT APPLICABLE UPON LIABILITIES ARISING DUE TO NON-COMPLIANCE BY RESOLUTION PROFESSIONAL

- a. That time and again, the Implementation and Monitoring Committee has argued and contended before this Hon'ble Tribunal Respondent No.4 is not liable to comply with the provisions of the regulatory compliances which are applicable upon Respondent No.4 in view of the Insolvency Process against Respondent No.4 before the Hon'ble Adjudicating Authority, New Delhi Bench.
- b. That the Implementation and Monitoring Committee of Respondent No.4 have utterly and miserably failed to take note of the fact that the said penalty and liability is imposed upon Respondent No.4 by

Respondents No.2 & 3 during the Insolvency Resolution Process of the Respondent No.4 i.e. after 9.08.2017. Evidently, the penalty imposition has only occurred after the constitution of the Joint Committee by this Hon'ble Tribunal vide order dated 4.01.2023. Therefore, the contention of the Implementation and Monitoring Committee of Respondent No.4 regarding the application of Clean Slate Theory qua the liabilities arising during the Insolvency Resolution Process is unwarranted, malicious and devoid of merits.

- c. That on the contrary, the Hon'ble National Company Law Appellate Tribunal in **Noida Power Company Limited Through its General Manager (Commercial) v. Gaurav Katiyar** [*Company Appeal (AT) (Insolvency) No. 1209 of 2024*] have provided a clear view regarding the statutory dues accrued against the Corporate Debtor during the Insolvency Resolution Process and the liability of the Corporate Debtor to pay off the same. The categorical observations of the Hon'ble Appellate Tribunal as envisaged hereinbelow:

17. From a reading of the above judgment, it becomes very clear that Section 14(1) Explanation and Section 14(2-A) was clearly introduced by way of an amendment to fill critical gaps in the Corporate Insolvency framework and that a substantive provision was introduced into IBC framework which clearly provided that the supply of goods or services, critical to protect

and preserve the value of the Corporate Debtor, could always be terminated or suspended or interrupted during the period of moratorium when the dues arising from such supply during the moratorium period is not paid. Thus, the benefit of electricity supply which is enjoyed by any Corporate Debtor given by government or authority should be continued subject to the condition that there is no default of payment of current dues.

Infact the ratio this Sailesh

Verma judgment has been reiterated by this Tribunal in the matter of

the Sanskriti Allottee Welfare Association v. Gaurav Katiyar, Resolution

Professional, dated 19.07.2024 in CA(AT)(Ins) No. 878 of 2023 wherein it has been held that the RP was obligated to make payment of electricity dues to NPCL and the RP has been allowed to apply coercive measures to collect the electricity dues from the residents of the project to make payment to NPCL.

18. We are of the considered view that Explanation to Section 14(1) and Section 14(2-A) of the IBC is clearly attracted in the facts of the present case. The protection granted by Section 14(1) is clearly subject to no default in the payment of current dues as clearly stipulated in the explanatory clause. Further, Section 14(2-A) only prohibits interruption, termination or suspension of any such supply of goods or services to the Corporate Debtor which the RP considers critical to protect and preserve the value of the Corporate Debtor and manage the operations of the Corporate Debtor as a going concern but with

an exception carved out which provides that in case the Corporate Debtor has not paid dues arising from such supply during the period of moratorium.

19. In result, we hold the impugned order passed in I.A. No. 82 of 2022 to be legally unsustainable and accordingly set it aside. With the setting aside of this impugned order in I.A. No. 82 of 2022, the impugned order in I.A. No. 1432 of 2022 also falls. Both the Appeals succeed. The Respondent is directed to clear the outstanding electricity dues of the Appellant within 90 days from the date of this order failing which the Appellant can proceed to take coercive steps by invoking the applicable law and rules. However, to meet the ends of justice, the Respondent is allowed an opportunity to present a phased payment plan to the Appellant in respect of the entire outstanding dues within 30 days. The Appellant may consider the reasonability of any such phased offer of payment and convey their acceptance, rejection or modification of any such offer within 15 days from the date of receipt of such offer to the Appellant. However, if the phased offer proposal is rejected by the Appellant, the time-line of 90 days from the date of this order for clearing the outstanding payment will hold good. I.A. No. 82 of 2022 and I.A. No. 1432 of 2022 is disposed of on the above terms.

No order as to costs.

- d. That from the bare perusal of the categorical observation and understanding of the intent of the Hon'ble Appellate Tribunal, it can easily be observed that escape route opted by the Implementation and Monitoring Committee of Respondent No.4 with respect to the duties and penalties imposed upon the Respondent No.4 qua the services availed by Resolution Professional during the Insolvency Resolution Process cannot prevail as per the observations of Hon'ble Appellate Tribunal and Respondent No.4 is required to necessarily follow the due process of law applicable upon the Respondent No.4.

V. THE PROJECT PROPONENT HAS FAILED TO COMPLY WITH THE ORDER DATED 18.03.2024 PASSED BY THE HON'BLE TRIBUNAL, WITH RESPECT TO THE OPERATIONAL STATUS OF THE STPS, THEIR CAPACITIES, AND THE MANNER OF SEWAGE DISPOSAL.

- (a) The Complainant filed a complaint before Hon'ble NGT complaining that (a) Sewage is overflowing from manholes and falling into rain water drains in KP-1 as STP is not functional.

- (b) Constructing activity going on without precautionary measure. **[Page no. 2 of 1st report]**
- (b) NGT order dated 04.01.2023 constituted Joint Committee, comprising ADM, Gautam Budha Nagar & Regional Director, UPCB, Noida.
- (c) On 03.02.2023, The Joint Committee visited KP-1, in Sector 133, Noida. On 10.02.2023, Joint Committee submitted its compliance report and made following observations: **[Page no. 5 para 2 fourth lines, of 1st report]**
- (i) JIL has not maintained arrangement to control dust on the construction site as per the rule. **[Page no. 4 of 1st report]**
- (ii) STP under construction. **[page 5 para 3 of 1st report]**
- (iii) There is no suitable network for disposal of generated sewages it may cause overflow from the manholes. **[page 6 last sentence of 1st report]**
- (d)UPPCB issued show cause notice to JIL for environment competition of Rs. 5,47,80,000/-. Joint Committee directed Police Commissioner to register a case under Section 133 of CrPC against JIL for causing public nuisance. **[page 7 para 3 of 1st report]**

- (e) On 11.03.2023, the complainant filed an affidavit to this Hon'ble Tribunal, stating that JIL has been discharging sewage into the drains of the Noida Authority. This sewage comes from a large tank located in the labour camp area of Sector 133, Noida Jaypee Wish-Town, where all sewage collected from the labour camp, KP-1 plots is stored. **[Page 3 Para 4 of Affidavit dt. 11.03.2023]**
- (f) On 15.06.2023, JIL filed objections/IA 531 of 2023 to the compliance report dated 10.02.2023 stating that there is no violation with respect to disposal of sewage and the observations of the Joint Committee may be set side for want on merit.
- (g) On 04.09.2023, this Hon'ble Tribunal directed Joint Committee to conduct a fresh inspection within four weeks.
- (h) On 31.10.2023, Joint Committee conducted inspection in Kensington Park-1, Jaypee Wishtown. **[page no. 221 para 3 of fresh compliance report]**
- (i) On 17.11.2023, Joint Committee filed its status report and made following observations:
- (i) STP is still not made operational and the same is under construction.

(ii) Untreated domestic being discharged in an open storm water drain on of Noida Authority adjacent to Kensington Park-1 area.

(iii) On 11.10.2023, the team of State Board also inspected the site and also observed that untreated domestic being discharged in an open storm water drain of Noida Authority.

[Page No. 224 of status report para no. 7]

- (j) On 18.03.2024, the Hon'ble Tribunal directed Project Proponent to file an affidavit clearly disclosing the operational status of STPs and their capacity and the manner the access sewage being disposed of.
- (k) That in compliance, the Project Proponent filed compliance affidavit on 31.07.2024, which inter-alia stated that STP-1 in Sector 128, having total capacity of 13 MLD and STP-3 in Sector 134, having total capacity of 13 MLD are in operational, though they got permission to establish 39 MLD in their entire projects. Further, they stated that STP -2 in Sector 133 and STP-1A in Sector -131 are not completed and operational as UPPCB has rejected to give consent to operate.

- (l) Further, the Project Proponent in paragraph 49 of the said compliance affidavit dated 31.07.2024 had claimed that till they complete the STP-2 or STP 1A, the 1.7 KLD waste water from Sector 128 and Sector 133, Noida are being sent to STP-1 in Sector 128, as STP-1 has capacity of 3.2 MLD, and they also claimed that permission to operate STP was obtained in all sectors and not a particular Sector, and hence, no environment violation. It is submitted that the NOC issued by UPPCB does not grant Project Proponent to treat the sewage from one sector to another. It is submitted that KP-1 project is independent and separate project situated in Sector 133 Noida. The sewage of KP-1 project can only be treated in Sector 133 where the project is located and no where else. Therefore, the Claim of JIL is baseless and afterthought.
- (m) On 18.03.2024, the Hon'ble Tribunal directed the Project Proponent to file an affidavit with respect to the operational status of the STPs, their capacities, and the manner of sewage disposal.
- (n) In response, the JIL filed a compliance affidavit on 31.07.2024, stating that STP-1 in Sector 128 and STP-3 in Sector 134 are operational, with a combined capacity of 26 MLD. However, they

were permitted to establish a total capacity of 39 MLD across all sectors (Sector 128, 130, 131, 133, 134). Additionally, the affidavit stated that STP-2 in Sector 133 and STP-1A in Sector 131 are not completed or operational, as the UPPCB has rejected their application to grant consent for their operation.

- (o) Paragraph 49 of the compliance affidavit dated 31.07.2024 stated that 1.7 KLD of wastewater from Sectors 128 and 133 in Noida is currently being sent to STP-1 in Sector 128, which has a capacity of 3.2 MLD. Therefore, there are no environmental violations.
- (p) It is submitted that JIL has not provided supporting evidence to proof that 1.7 KLD of wastewater was transported from Sector 133 and Sector 128 and treated in STP-1 in Sector 128. Furthermore, JIL has not disclosed how the wastewater was treated in STP-1 or the quality of the treated water that was discharged into the Noida Authority. Additionally, Kensington Park-1 consists of 811 plots, with 98% of allottees having taken possession of their plots. Of these, approximately 400 allottees have partially completed their construction and they have inducted tenants in these houses. Around 350 allottees have fully constructed their houses and are living there with their families.

However, there is a significant issue with sewage water overflowing from the manholes in the KP-1 area, which becomes particularly severe during the rainy season.

PRAYED ACCORDINGLY


COMPLAINANT

Through

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Email: filings.shравan29@gmail.com

Place: New Delhi
Date: 22.08.2025

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

O.A. NO. 771 OF 2022

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STATE OF UTTAR PRADESH & ORS.

...RESPONDENTS

AFFIDAVIT

I, Nishant Bhargav, S/o Mr. Janardhan Sharma, aged about 37 years, R/o L-132, KP-1, Plot Jaypee Greens Wish Town, Sector 133, Noida, UP-201305, presently at New Delhi, do hereby solemnly affirm and state as under: -

1. That I am the Complainant in the above-mentioned Original Application before this Hon'ble Tribunal, and I am well conversant with the facts and circumstances of the case and therefore, I am competent to swear this affidavit.
2. That the contents of the Response/Objections have been drafted by counsel under the instructions, and the same are true and correct to the best of my knowledge and belief and as per the legal advice received by me.



Nishant Bhargav

[Handwritten Signature]

DEPONENT

I identify the deponent who has signed in my presence

VERIFICATION

I, the Deponent hereinabove, do hereby verify and state that the contents of the above paragraphs of the Affidavit are true and correct to the best of my knowledge and belief. No part of it is false and nothing material has been concealed therefrom.

Verified at New Delhi on this 22nd day of August, 2025.

[Handwritten Signature]

DEPONENT



ATTESTED
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NOTARY PUBLIC
DELHI (INDIA)

22 AUG 2025

Entry in Notary Register
No. 1304...
Date: 22 AUG 2025



REPLY ON BEHALF OF THE ORIGINAL COMPLAINANT IN OA No. 771/2022 titled Nishant Bhargav v. State of Uttar Pradesh & Ors.

1 message

Shravan Shekhar <filings.shravan28@gmail.com> Fri, 22 Aug 2025 at 20:01
To: ENVIRO LEGAL DEFENCE FIRM <eldflegal@gmail.com>
Cc: Judicial-ngt@gov.in, nishant@basilroots.com, bhanwar jadon <bhanwar09jadon@gmail.com>, pradeepmisra@yahoo.com

Sir

Please find attached reply on behalf of the Original Complainant in OA No. 771/2022 titled Nishant Bhargav v. State of Uttar Pradesh & Ors.

You are requested to acknowledge the receipt of the same.

Thanking You

Regards
Shravan Chandrashekhar
Advocate Delhi High Court
Mob No.- 91-7838955819



Response Nishant Bhargav.pdf
10.5 MB