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BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL

PRINCIPAL BENCH, NEW DELHI

Original Application No. 169 of 2025

IN THE MATTER OF:

PAWAN KUMAR

...APPLICANT

VERSUS

UNION OF INDIA & ORS.

...RESPONDENTS

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OBJECTIONS ON BEHALF OF RESPONDENT NO. 11 TO THE REPORT
OF THE JOINT COMMITTEE DATED 14.08.2025, IN TERMS OF THE
LEAVE AND LIBERTY GRANTED BY THIS HON'BLE TRIBUNAL VIDE
ORDER DATED 13.11.2025;

MOST RESPECTFULLY SHOWETH:

I, Rameshwar Pratap, S/O Sh. Shyama Prasad, residing at S-3/36 B, Ardali Bazar, Varanasi, U.P.-221002 do hereby solemnly affirms and declares:

1. That I am the Proprietor of Respondent No. 11, namely M/S Veera Construction in the present Original Application and as such well conversed with the facts and circumstances of the present case. I am,

therefore, competent and duly authorized to swear and affirm the present affidavit / objections on behalf of Respondent No. 11.



2. That the Answering Respondent is filing the present Objections in terms of the leave and liberty granted by this Hon'ble Tribunal vide its order dated 13.11.2025, wherein this Hon'ble Tribunal was pleased to observe as under:

8. It will be open to all the concerned parties to file objection to the report of the Joint Committee within four weeks.

In pursuance of the said liberty, the present Objections are being preferred, setting out the factual, legal, and technical infirmities in the Joint Committee Report dated 12.06.2025, so that the record before this Hon'ble Tribunal is complete and the conclusions are drawn on a fair and accurate appreciation of the true facts.

3. That at the outset, it is most respectfully submitted that the Joint Committee Report dated 14.08.2025, insofar as it records adverse findings against the Answering Respondent, suffers from material factual omissions, speculative attribution, incorrect legal assumptions, and technical conclusions unsupported by proper authenticated demarcation or operator-specific evidence. The impugned Report proceeds, in material parts, on an incomplete appreciation of the statutory and factual record, including the approved Mining Plan, the



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executed lease deed, the relevant SEIAA proceedings, and the actual nature and scope of the applicable regulatory conditions.

4. It is further respectfully submitted that the impugned Joint Committee Report is liable to be read with due caution, *inter alia*, for the reason that the very inspection forming the basis thereof was not conducted by the duly constituted / duly nominated members of the Joint Committee in the manner contemplated by the order of this Hon'ble Tribunal; certain findings have been recorded on the basis of misquotation or misapplication of the applicable sand mining guidelines; the allegation of illegal mining outside the lease area has been attributed to the Answering Respondent without any cogent operator-specific material despite the admitted existence of other permit holders in the vicinity; and technical observations, including those relating to KML / coordinate variance and boundary demarcation, have been elevated into adverse findings without proper scientific or authenticated verification.
5. Without prejudice to the aforesaid preliminary submissions, and without admitting any of the adverse observations contained in the Joint Committee Report, the Answering Respondent is setting out hereinafter its issue-wise objections and replies to the findings



recorded therein, so that the matter may be considered by this Hon'ble Tribunal on the basis of the complete and correct statutory, factual, and technical position.

THE JOINT COMMITTEE ITSELF RECORDS THAT NO MINING WAS BEING CARRIED OUT ON THE DATE OF INSPECTION AND THAT MINING STOOD SUSPENDED SINCE MAY, 2025

6. That it is pertinent to note that the Joint Committee itself has categorically recorded that no mining activity was going on in the lease area on the date of inspection, and further that the mining work had been suspended since May, 2025. The Report also records that a copy of the last e-MM11 dated 20.05.2025 was furnished and enclosed along with the Report.

7. That the aforesaid finding of the Joint Committee itself clearly demonstrates that there was no continuing mining activity being undertaken by the Answering Respondent on the date of inspection, and that the Answering Respondent had already suspended mining operations much prior thereto. This material aspect is of significance

and deserves due weight while considering the Report, particularly



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since no allegation of any continuing or subsisting illegal mining activity survives as on the date of inspection.

THE JOINT COMMITTEE'S OBSERVATION THAT THE EC WAS "FOR ONE YEAR ONLY" IS INCOMPLETE, MISLEADING, AND FAILS TO NOTICE THE APPROVED MINING PLAN VALIDITY, THE EXECUTED LEASE TERM, AND THE SUBSEQUENT SEIAA EXTENSION DECISION DATED 31.12.2022

8. That the Joint Committee, while recording that the Environmental Clearance dated 01.12.2021 was granted "for one year", has presented the issue in an incomplete and truncated manner by omitting the material statutory context in which the said Environmental Clearance came to be granted and thereafter continued. It is respectfully submitted that the matter was considered by SEIAA-UP in its 519th Meeting dated 23.11.2021, wherein prior Environmental Clearance was granted subject to specific conditions, including the express stipulation that "The Environmental Clearance will be co-terminus with the mining lease period/Mining Plan and shall not be operated beyond the validity period." The EC was thereafter issued

vide EC Identification No. EC21B001UP150816 dated 01.12.2021.



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Thus, the issue of validity of the Environmental Clearance could not have been reduced merely to a simplistic statement that the same was "for one year only", without advertent to the express terms of the clearance itself.

9. That it is further material to note that the approved Mining Plan of the Answering Respondent, as approved by the Directorate of Geology and Mining, Uttar Pradesh vide communication dated 26.03.2021, expressly records that the mining plan stood approved for a period of 60 months from the date of execution of the mining lease deed. The mining lease deed in the present case was in fact executed on 13.12.2021, and the lease term, as reflected in the executed lease deed itself, runs up to 12.12.2026. Consequently, the approved mining plan in the present case was not a one-year instrument at all, but formed part of a statutory mining framework extending for 60 months from 13.12.2021, i.e., up to 12.12.2026. The Joint Committee Report, however, has entirely omitted to notice this material aspect and has proceeded on an incomplete reading of the original EC grant.

10. That it is equally material that, pursuant to letters dated 27.12.2022 and 30.12.2022 issued by the Directorate of Geology and Mining, Uttar Pradesh, the issue of extension of Environmental Clearances for



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sand/morrum/riverbed mining projects was specifically considered by SEIAA in its 685th Meeting dated 31.12.2022 on the basis of the scientific replenishment study conducted by CMPDI, in terms of the directions issued by the Hon'ble Tribunal. Upon such consideration, SEIAA took a conscious regulatory decision to extend the validity of ECs by one year in 26 districts, including Sonbhadra, subject to conditions including that production should remain within the original EC capacity, no mining beyond replenishment study limits should take place, and all other original EC conditions would continue to remain operative. Therefore, the continuation/extension of the EC was neither peculiar to the Answering Respondent nor dehors the statutory record, but formed part of a broader class-based decision taken by the competent environmental authority itself. **True copy of the mining lease executed on 13.12.2021 is annexed and marked herewith as Annexure A1/1.**

11. That in view of the aforesaid, the Joint Committee's observation, insofar as it seeks to create an impression that the Answering Respondent's Environmental Clearance simply expired after one year without lawful continuation, is ex facie incomplete and contrary to the record of the competent authority itself. At the very least, once the



approved Mining Plan, the executed lease deed, the original EC condition, and the subsequent SEIAA decision dated 31.12.2022 are all read together, no adverse inference could have been drawn against the Answering Respondent on the basis of a truncated reading of the original EC alone. The issue of EC validity, therefore, is liable to be considered strictly on the basis of the complete statutory record and not on the incomplete premise adopted in the Joint Committee Report.

THE FINDING REGARDING PROXIMITY TO THE BRIDGE IS BASED ON AN INCORRECT READING OF THE GUIDELINES

12. That the Joint Committee, while dealing with the issue of the alleged proximity of the lease area to a bridge, has proceeded on an erroneous legal premise by recording that, under the Sustainable Sand Mining Management Guidelines, 2016 no Environmental Clearance can be granted for a mining lease situated within 200–500 meters of a bridge. The said statement is ex facie incorrect and does not reflect the actual language of the applicable sand mining guidelines. In fact, the relevant stipulation under the applicable guidelines is to the effect that “*sand and gravel shall not be extracted within 200 to 500 meters from crucial hydraulic structures such as pumping stations, water intakes, and*



bridges." Thus, the restriction is one relating to the manner and zone of actual extraction activity, and not an absolute embargo on the grant of Environmental Clearance itself, as has been incorrectly assumed by the Joint Committee. **True copy of the Relevant extract of the Sustainable Sand Mining Management Guidelines, 2016 is annexed and marked herewith as Annexure A1/2.**

13. That the distinction aforesaid is not merely semantic, but goes to the very root of the finding recorded by the Joint Committee. The impugned observation proceeds on a fundamentally incorrect interpretation of the governing guideline by conflating a restriction on extraction within a prescribed safety buffer with an alleged bar on grant of EC. Consequently, the adverse inference sought to be drawn by the Joint Committee on the very validity of the Environmental Clearance and/or the lease, merely on the basis of the alleged proximity to a bridge, is wholly misconceived and legally unsustainable.

14. That without prejudice to the above, and in order to demonstrate its bona fides and continued commitment to full environmental compliance, the Answering Respondent respectfully submits and undertakes that no extraction of sand/mineral shall be undertaken within the prohibited / restricted distance from the concerned bridge,



as may be applicable in law, and the Answering Respondent shall strictly adhere to the requisite safety buffer in letter and spirit. In these circumstances, the finding recorded by the Joint Committee, to the extent it proceeds on an incorrect understanding of the applicable guideline, deserves to be disregarded and the issue, if at all, be confined only to actual extraction activity with reference to a properly demarcated and technically verified buffer zone.

THE ALLEGED CTO INTERREGNUMS HAVE ALREADY BEEN TAKEN COGNIZANCE OF BY THE COMPETENT AUTHORITIES AND THE REQUISITE AMOUNTS HAVE SUBSTANTIALLY BEEN DEPOSITED; ONE SUBSEQUENT DEMAND ALONE IS UNDER CHALLENGE BEFORE THE HON'BLE HIGH COURT

15. That insofar as the Joint Committee has observed, on the basis of information furnished by the Regional Office, UPPPCB, that the mine was operated during certain interregnum periods without a valid Consent to Operate (CTO), namely 01.01.2022 to 23.01.2022 and 01.01.2023 to 29.03.2023, the Answering Respondent respectfully submits that the said issue is not being stated to be non-existent, and the Answering Respondent does not seek to evade the same. It is



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submitted, however, that the said aspect has already been taken cognizance of by the competent mining authorities, and proceedings in relation thereto have already been initiated and dealt with in accordance with law.

16. That the record maintained by the Mining Department itself would show that, with respect to the alleged instances of operation during such periods, notices were issued from time to time and the requisite amounts / penalties / compensation, as determined by the competent authority, have already been deposited by the Answering Respondent in respect of the concerned instances. Thus, the issue, to that extent, already stands addressed before the competent departmental authorities and has not been ignored or left unattended by the Answering Respondent.

17. That it is only in respect of one subsequent demand/order, arising out of the proceedings initiated by the concerned authorities, that the Answering Respondent has been constrained to avail its legal remedies and the same is presently under challenge before the Hon'ble High Court, and is therefore sub judice. Save and except the said disputed demand/order, the Answering Respondent has already complied with the departmental determinations and deposited the



amounts as required. In these circumstances, while the Answering Respondent leaves the issue to be considered by this Hon'ble Tribunal in accordance with law, it is respectfully submitted that the same may not be treated as a ground for drawing repeated or cumulative adverse inference against the Answering Respondent, particularly when the matter has already been acted upon by the competent authorities and substantially complied with.

NON-VISIBILITY OF TWO BOUNDARY PILLARS DURING INSPECTION CANNOT BE TREATED AS THEIR ABSENCE OR AS ANY ADVERSE CIRCUMSTANCE AGAINST THE ANSWERING RESPONDENT

18. That the Joint Committee has observed that only two boundary pillars were found intact and that the remaining two pillars, stated to be located within / towards the river stream, were not visible at the time of inspection. In this regard, it is respectfully submitted that the said observation has to be appreciated in its proper factual context. The non-visibility of the said two pillars on the date of inspection was on account of the prevailing riverine conditions, including overflow / spread of water in the river course, owing to which the said pillars,



being located towards the stream side, were not readily visible at the time of the visit.

19. That the mere fact that two stream-side boundary pillars were not visible during inspection does not ipso facto lead to any inference that the same were absent, removed, disturbed, or that the lease boundary stood obliterated. On the contrary, the Joint Committee itself records that two boundary pillars were found intact, which clearly demonstrates that boundary demarcation on the ground did exist. In these circumstances, no adverse inference can be drawn against the Answering Respondent merely on the basis of temporary non-visibility of the remaining two pillars due to natural river flow / overflow conditions prevailing on the date of inspection.

THE ALLEGATION OF ILLEGAL MINING OUTSIDE THE LEASE AREA IS BASED ON MERE INFERENCE AND IS WHOLLY UNSUSTAINABLE IN THE ABSENCE OF ANY OPERATOR-SPECIFIC ATTRIBUTION TO THE ANSWERING RESPONDENT

20. That the Joint Committee has sought to attribute alleged illegal mining outside the leased area to the Answering Respondent primarily on the basis of satellite imagery and the presence of trucks / earth-moving

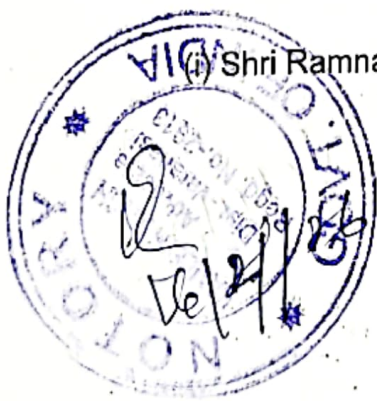


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machinery, while also observing that the alleged activity was found at a distance of about 150–200 meters from the lease boundary. It is respectfully submitted that the said conclusion is wholly inferential and unsustainable, inasmuch as the Joint Committee has not identified any legally reliable material to specifically connect the alleged activity outside the lease area to the Answering Respondent. No truck has been shown to have been seized in the name of the Answering Respondent, no earth-moving machinery has been shown to have been identified or linked to the Answering Respondent, no operator-specific dispatch or transport record has been relied upon, and no contemporaneous interception or enforcement action has been cited which could establish that the alleged activity outside the lease area was in fact being undertaken by the Answering Respondent.

21. That, on the contrary, the record itself shows that, in the vicinity of the lease in question, there were other independent LOI holders operating during relevant periods. The Mining Department's own record reflects that, apart from the Answering Respondent's lease, three other persons had been granted permissions in the same area / vicinity, namely:

(i) Shri Ramnayan Tiwari for the period 06.01.2022 to 05.04.2022,



- (ii) Shri Somnath for the period 06.01.2022 to 05.04.2022, and
 (iii) Shri Aniruddh Tiwari for the period 25.03.2022 to 24.06.2022.

22. It is further borne out from the record that, in the case of the said Shri Aniruddh Tiwari, proceedings were in fact initiated by the Mining Department itself for alleged illegal extraction of 51,000 cubic metres of morrum and a demand of Rs. 4,77,00,000/- was raised, which matter is stated to be pending before the Hon'ble High Court. In the face of such record, the Joint Committee could not have mechanically attributed every visible excavation / disturbance outside the lease area to the Answering Respondent alone, without any operator-specific basis.

23. That the mere presence of trucks, earth-moving machinery, or vehicular movement in and around the area does not, by itself, establish either (i) that the activity was illegal, or (ii) that the same was being carried out by the Answering Respondent.

24. Trucks and machinery would, in the ordinary course, also be present for lawful mining operations, lawful transportation, or movement associated with adjacent permitted activities. Therefore, unless the Joint Committee had before it clear, authenticated, and operator-specific evidence such as vehicle ownership details, seizure records,



machine identification, GPS-linked movement, contemporaneous enforcement reports, or properly geo-referenced attribution, the conclusion drawn against the Answering Respondent is nothing more than conjecture.

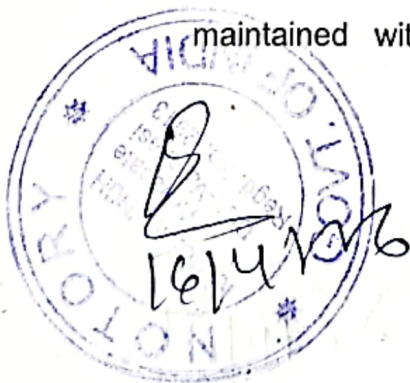
25. That in these circumstances, the allegation that the Answering Respondent was carrying out illegal mining outside the lease area is liable to be rejected as being based on assumption rather than proof. At the highest, the satellite imagery may show that excavation / disturbance was visible in the broader area; however, the same does not and cannot, in law, establish that the said activity was attributable to the Answering Respondent, particularly when other permitted operators existed in the vicinity and when no vehicle, machinery, or enforcement action has been specifically linked to the Answering Respondent. The impugned finding is therefore liable to be disregarded.

**THE ALLEGED 0.28 HA DIFFERENCE IS A MINOR TECHNICAL
VARIANCE AND DOES NOT ESTABLISH ANY OUTSIDE-LEASE
MINING**



26. That the Joint Committee has observed that, while the mining lease area on paper is 14.98 hectares, the .kml file and the latitude / longitude reflected in the Environmental Clearance indicate an area of 14.70 hectares, and has accordingly inferred a difference of 0.28 hectares. In this regard, it is respectfully submitted that the said marginal difference is, at best, a technical / digital plotting variance, which can arise on account of minor discrepancies in geo-referencing, coordinate plotting, digitization, or conversion of physical survey data into KML-based mapping. Such marginal variances are not uncommon where originally sanctioned lease boundaries are later viewed through digital overlays or coordinate-based plotting exercises.

27. That the aforesaid minor variation, by itself, does not and cannot establish that the Answering Respondent has undertaken mining beyond the sanctioned lease area. The Answering Respondent categorically submits that actual mining operations have been confined to the physical lease area as granted on the ground, and no mining has been carried out outside the sanctioned lease limits. It is further submitted that a 7.5 metre safety barrier / buffer zone has been maintained within the lease periphery in accordance with the



applicable mining norms, and no mining activity has been undertaken within the said restricted margin either.

28. That in these circumstances, the mere existence of a marginal 0.28 hectare difference between the paper lease area and the digitally plotted area cannot be elevated into a finding of illegality or excess mining, particularly in the absence of any authenticated DGPS demarcation, duly verified geo-referenced overlay, or operator-specific proof of excavation beyond the actual lease boundary. The said observation is therefore liable to be treated as a technical discrepancy requiring clarification, and not as a substantive ground for drawing any adverse inference against the Answering Respondent.

THE EXISTENCE OF A HAUL / MOTORABLE ROAD FOR TRANSPORT OF MINERAL CANNOT, BY ITSELF, BE TREATED AS EVIDENCE OF ILLEGAL MINING OR UNAUTHORIZED EXPANSION OF THE LEASE

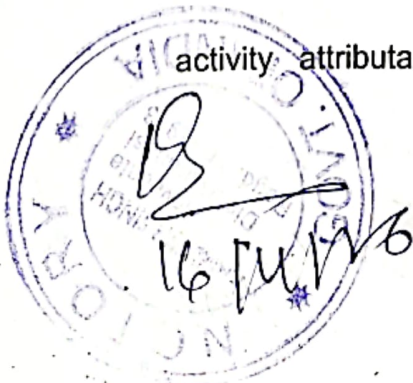
29. That the Joint Committee has observed the existence of a motorable road / haul road used for transportation of mineral. In this regard, it is respectfully submitted that the mere existence of such a haul road does not, in itself, constitute any illegality, nor can it be treated as evidence



of mining outside the lease area or of any unauthorized expansion of mining activity. The Answering Respondent categorically submits that mining operations have been undertaken only within the boundaries of the allotted lease area, and no extraction activity has been carried out on any unauthorized land.

30. That for the safe, systematic, and regulated transportation of lawfully excavated mineral from the lease area, the existence of a functional haul road is an operational necessity. In the present case, the Answering Respondent has developed a haul road of approximately 650 meters, connecting the mining site to the Bharhari-Chopan Road, which in turn provides connectivity to State Highway No. 5 (SH-5) for lawful dispatch of mineral. Such transport connectivity is incidental and necessary to the operation of a mining lease and cannot be misconstrued as an independent act of illegal mining.

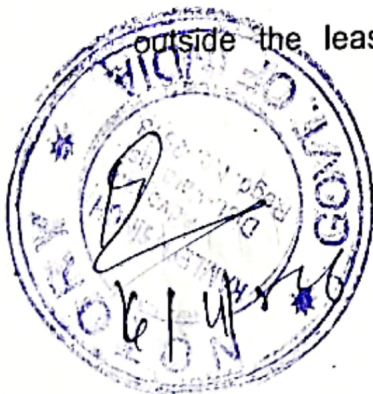
31. That in these circumstances, the observation regarding the existence of a motorable / haul road is liable to be appreciated in its correct factual and operational context. Unless it is specifically shown, on the basis of cogent material, that the said road itself was constructed outside the permissible area or was used for any independently illegal activity attributable to the Answering Respondent, no adverse



inference can be drawn merely from the existence of transport infrastructure required for lawful mineral movement from the lease area.

32. That in view of the detailed submissions made hereinabove, it is most respectfully submitted that the Joint Committee Report dated 14.08.2025, insofar as it records adverse findings against the Answering Respondent, suffers from material factual omissions, incorrect legal assumptions, speculative attribution, and technical conclusions unsupported by proper authenticated demarcation or operator-specific evidence. Several of the adverse observations recorded therein are founded either on incomplete appreciation of the statutory record, misapplication / misquotation of the applicable guidelines, or mere inference drawn without any direct nexus to the Answering Respondent.

33. That, as demonstrated hereinabove, the findings relating to the validity of the Environmental Clearance have been recorded without considering the complete statutory framework, including the approved Mining Plan, the executed lease deed, and the subsequent SEIAA decision dated 31.12.2022; the allegation regarding illegal mining outside the lease area is unsupported by any operator-specific



attribution and ignores the existence of other permit holders in the vicinity; the bridge-related observation is based on an incorrect reading of the applicable sand mining guidelines; the alleged KML variance is at best a minor technical discrepancy; and the issue relating to CTO interregnums has already been taken cognizance of by the competent authorities and substantially acted upon by the Answering Respondent, save and except one demand presently under challenge before the Hon'ble High Court.

34. That the Answering Respondent has throughout acted bona fide and has participated in the regulatory process with due diligence. The Answering Respondent has not sought to evade scrutiny, and has placed / is placing before this Hon'ble Tribunal the complete and correct factual record so that the matter may be adjudicated on the basis of verified material rather than presumptions. To the extent any technical or procedural issues have arisen, the same either stand already addressed before the competent authorities, are under lawful challenge before the appropriate forum, or require proper technical verification before any adverse conclusion can be drawn against the Answering Respondent.



35. In these circumstances, it is most respectfully prayed that this Hon'ble Tribunal may graciously be pleased to: (i) take the present objections on record; (ii) read the Joint Committee Report dated 14.08.2025 with due caution and disregard / not act upon the adverse findings therein insofar as they relate to the Answering Respondent, except upon proper consideration of the complete statutory and factual record; (iii) refrain from taking any coercive or adverse action against the Answering Respondent solely on the basis of the impugned Report in its present form; and (iv) pass such other or further order(s) as this Hon'ble Tribunal may deem fit and proper in the facts and circumstances of the present case, in the interest of justice.



DEPONENT

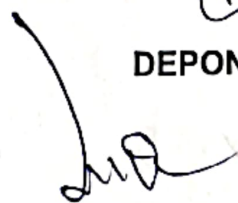


VERIFIATION:

Verified at _____ on this day of 16th of April, 2026, that the contents of the above affidavit are true and correct the best of my knowledge and nothing material is concealed therein.



DEPONENT




Solely affirmed and declared before me on At Am./Pm. by the Dependent who is identified by: Adv

namlesh J., Adv.
NOTARY, Varanasi (U.P.)
Reg. No - 291