

**IN THE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI
ORIGINAL APPLICATION NO. 150 OF 2021**

IN THE MATTER OF:

ANISH Applicant

Versus

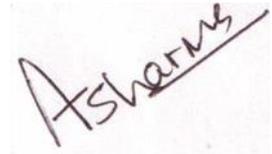
UNION OF INDIA & ORS. Respondents

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Drawn and filed by:



[AJIT SHARMA]

Advocate for the Applicant
320 CK DAPHTARY CHAMBERS
SUPREME COURT OF INDIA
NEW DELHI 110001
TEL.: 9910940004

Place: New Delhi
Dated: 08.11.2022

**IN THE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI
ORIGINAL APPLICATION NO. 150 OF 2021**

IN THE MATTER OF:

ANISH Applicant

Versus

UNION OF INDIA & ORS. Respondents

**OBJECTIONS ON BEHALF OF RESPONDENT NO. 13
(M/s MUBARIKPUR ROYALTY COMPANY) TO THE
REPORT OF THE MONITORING COMMITTEE DT.
07.05.2022.**

To,
The Hon'ble Chairperson and his Companion Members
of the National Green Tribunal

The humble reply of the Respondent above named

MOST RESPECTFULLY SHOWETH

1. That the above-mentioned Original Application has been filed by the Applicant seeking an injunction on mining activities by Respondent No.s 11 to 13 in their respective mining areas. It is submitted at the outset that the averments of the Original Applicant are misleading and are denied by the answering deponent.

2. That this Hon'ble Tribunal has vide order dt. 08.02.2022 directed the Monitoring Committee to submit its factual report, which has been submitted by the Committee on 07.05.2022.
3. This Hon'ble Tribunal thereafter vide order dt. 19.07.2022 permitted the Project Proponents to respond to the report of the Monitoring Committee. Hence the present objections to the report of the Monitoring Committee are being filed.

Penalties/ compensation recommended by Committee on the basis of apprehensions and assumptions. Adequacy or sufficiency of evidence relied upon by the Committee amenable to judicial review.

4. In Committee's own words, para 3.1.1.1 of the Report itself states that "*it was apprehended that the raw material used for screening, had been mined from the said mining site.*"
5. Similarly, Para 3.3.2.3 of the report concludes that "*Therefore, it is apprehended that the mining lease holder might be extracting more quantity of mined material than the permissible capacity.*"
(emphasis added)
6. The Report of the Monitoring Committee admittedly itself concedes that it makes an assumption about the Respondent No.

13 carrying out illegal mining on the site. The Report offers no explanation, much less any evidence or proof, that (i) illegal mining was going on the site, and (ii) that the Respondent No.13 was directly responsible for carrying out such illegal mining.

7. It is submitted that the Committee recommends levy of a penalty/ compensation on the answering Respondent without even inquiring whether the answering Respondent himself was ever engaged in any illegal mining. It is submitted that the adequacy or sufficiency of evidence relied upon the Monitoring Committee is amenable to judicial review by this Hon'ble Tribunal.
8. It is submitted that the principle of preponderance of probability would require the Committee to draw the inference of a probability from the materials on record, which would show that the answering deponent was responsible for carrying out illegal mining, if any. It is submitted that not a single document or circumstance has been relied upon by the Committee, which would establish that the answering deponent was responsible for illegal mining. It is submitted that merely because some illegal mining was taking place at the mining site, which was not in possession of the deponent, it cannot be assumed that the

deponent alone was responsible for such illegal mining. Such an approach would amount to giving a carte blanche to those who were actually involved in such illegal mining and indicate that the Committee's report is an attempt to shield those engaged in illegal mining.

9. It is further submitted that the Report itself states that the deponent carried out mining within permissible limits (*see Para 3.2 of the Report*). Thus, the inference drawn from above is that the probability of the answering deponent carrying out illegal mining is non-existent since the deponent has, admittedly, never before carried out any illegal mining. This aspect of the matter has been completely ignored by the Committee, which has rushed into assuming that the deponent alone was carrying out mining activity without any factual evidence linking the deponent with such mining.
10. It is submitted that the Report of the Committee itself is based on weak evidence, which is clear from the language of the Report itself. The usage of words "*apprehends*" and "*might be*" is itself indicative of the fact that the Committee is unsure of who carried out any illegal mining. Instead of inquiring into this aspect, the Committee simply puts the blame on the deponent since it was

convenient. This not only shows that the Committee was negligent in its duties owed to this Hon'ble Tribunal but further raises suspicion as to whether the Committee deliberately failed to inquire into those responsible for carrying out illegal mining so as to protect them. Clearly, the Original Applicant, Anish, has not provided any information that has been mandated by the Hon'ble Supreme Court of India in its landmark decision of State of Uttaranchal v. Balwant Singh Chauhal and Ors., [2010 (3) SCC 402] thus raising doubts about the vested interests in the filing of such an application.

11. It is further submitted that the answering deponent had obtained all requisite statutory permissions prior to commencing its operations. Consent to Establish was obtained from the State Pollution Control Board on 06.07.2016. A true copy of the Consent to Establish dt. 06.07.2016 is annexed herewith as **Annexure -1**. A true copy of the Consent to Operate is annexed herewith as **Annexure -2**.

The Applicant has denied filing this present Original Application. This is a serious matter since it implies forgery

of documents and is an attempt to mislead this Hon'ble Tribunal.

12. This Hon'ble Tribunal vide its order dt. 12.07.2021 first constituted a joint committee of representatives of SEIAA Haryana, Central Pollution Control Board, District Magistrate Yamuna Nagar, and the State Pollution Control Board. This Joint Committee vide its report observed as follows in para 5:

"5. ... the complainant shown his unawareness about the complaint and submitted that whatever has happened is without his knowledge and he has not even visited the mining site ever."

13. This raises a very serious issue with respect to filing of forged affidavits and Vakalatnama before this Hon'ble Tribunal for initiating proceedings against the answering deponent. Prima facie, it may be concluded that the present proceedings have been initiated by a vested third party by forging the name of the original applicant. Pertinently, the original applicant is a local resident and has never filed any complaint against the deponent in the past. When the Joint Committee summoned the applicant, he clearly denied having anything to do with the present

application. A true copy of the Report of Joint Committee is annexed herewith as **Annexure - 3**.

The Committee members ought to have disclosed and declared that their immediate relatives also operate mining leases in the same State to avoid any conflict of interest.

14. That Ld. Justice Pritam Pal Singh has been appointed as the Chairman of the Monitoring Committee by this Hon'ble Tribunal.
15. That son of his brother-in-law Shri Rajesh Kumar is an advocate. He also has in his name a Mineral Dealer License (MDL) bearing No. 1344 in Gumthala, District Yamuna Nagar, which is nearby to the leases involved in the present Original Application and is used for storage and stockage of minerals.
16. Shri Rajesh Kumar also holds a lease at Vill. Mayapur Rooppur, District Saharanpur on River Yamuna, which is also located nearby to the leases in question in the present Original Application.
17. That Shri Ajaypal Singh, S/o Ld. Justice Pritam Pal Singh, has also made an investment through banking channels in M/s Bajad & Company, which holds the lease for mining of sand, bajri and boulder at Nuniyari, District Saharanpur, Uttar Pradesh.

Pertinently, M/s Delhi Royalty, the deponent herein had also made an investment in M/s Bajad & Company and thus were partners along with Ajaypal Singh. However, subsequently differences arose among the partners. It is also to be noted that this lease at Nuniyari Village is located only about 3 kms from Vill. Bailgarh where the lease in question in the present original application is located.

18. It is submitted that the above facts are stated herein by the answering deponent on oath and accompanied by an affidavit.
19. That the above facts raise a serious doubt regarding the impartiality of the Monitoring Committee headed by Ld. Justice Pritam Pal Singh, which failed to disclose the interests of its immediate family members in operating mining leases and holding dealer license. It is submitted that the principles of disclosure and conflict of interest govern Court Commissioners as well, which act as eyes and ears of the Court. The Restatement of Values of Judicial Life adopted by the full court of the Hon'ble Supreme Court of India on 07.05.1997 states as follows:

“(4) A judge should not permit any member of his immediate family, such as spouse, son, daughter, son-in-law or daughter-in-law or any other close relative, if

a member of the bar, to appear before him or even be associated in any manner with a cause to be dealt with by him.

...

(7) A Judge shall not hear and decide a matter in which a member of his family, a close relation or a friend is concerned."

20. Keeping in mind the above principles, it is most respectfully submitted that the Monitoring Committee should have volunteered this disclosure and lack of such disclosure raises doubts about the veracity of their report. A true copy of the Restatement of Values of Judicial Life adopted by the full court of the Hon'ble Supreme Court of India on 07.05.1997 is annexed herewith as **Annexure - 4**.
21. That the Hon'ble Supreme Court of India in Ashok Kumar Yadav vs. State of Haryana [AIR 1987 SC 454] held that the test of 'reasonable apprehension of bias' should be adopted to ascertain whether the facts on records disclose a real apprehension in the mind of others that there is reasonable likelihood of bias affecting the decision. This plea of bias is therefore being raised at the first instance by the deponent by way of the present affidavit. It is

submitted that this apparent conflict of interest is likely to have prevented the Monitoring Committee from being impartial.

22. In *Ranjit Thakur vs. Union of India* [(1987) 4 SCC 611], the Hon'ble Supreme Court of India held that the likelihood of bias is to be ascertained from the perspective of the party/ litigant and not from the perspective of the judge himself. The Hon'ble Court held as follows:

"7. As to the tests of the likelihood of bias what is relevant is the reasonableness of the apprehension in that regard in the mind of the party. The proper approach for the judge is not to look at his own mind and ask himself, however, honestly. "Am I biased?" but to look at the mind of the party before him.

Lord Esher in Allinson v. General Council of Medical Education and Registration, [1894] 1 Q.B. 750 at 758 said:

"The question is not, whether in fact he was or was not biased. The Court cannot inquire into that In the administration of justice, whether by a recognised legal court or by persons who, although not a legal public court, are acting in a similar capacity, public policy requires that, in order that there should be no doubt about the purity of the administration any person who is to take part in it should not be in such a position that he might be suspected of being biased."

In Metropolitan Properties Co. (F.G.C.) Ltd. v. Lannon, [1969] 1 Q.B. 577, at 599, Lord Denning M.R. Observed: B ". .. in considering whether there was a real likelihood of bias, the court does not look at the mind of the justice himself or at the mind of the chairman of the tribunal, or whoever it may be, who sits in a judicial capacity. It does not look to see if

there was a real likelihood that he would, or did, in fact favour one side at the expense of the other. The court looks at the impression which would be given to other people. Even if he was as impartial as could be nevertheless if right minded persons would think that in the circumstances there was a real likelihood of bias on his part, then he should not sit ". D Frankfurter J in Public Utilities Commission of the District of Columbia v. Pollack (343 US 451 at 466) said:

"The judicial process demands that a judge move within the frame work of relevant legal rules and the court covenanted modes of thought for ascertaining them. He must think dispassionately and submerge private feeling on every aspect of a case. There is a good deal of shallow talk that the judicial robe does not change the man within it. It does. The fact is that on the whole judges do lay aside private views in discharging their judicial functions. This is achieved through training, professional habits, self-discipline and that fortunate alchemy by which men are loyal to the obligation with which they are interested. But it is also true that reason cannot control the subconscious influence of feelings of which it is unaware. When there is ground for believing that such unconscious feelings may operate in the ultimate judgment or may not unfairly lead others to believe they are operating, judges refuse themselves. They do not sit in judgment .. ".

Respondent's mining lease was admittedly terminated on

10.12.2021.

23. Admittedly, the Director General, Mines & Geology, Haryana terminated the mining lease of the deponent located at Vill. Kohliwala, Tehsil Chhachhrauli, Dst. Yamuna Nagar, Haryana and took possession of the mining area in question from the answering deponent. A true copy of the order dt. 14.07.2022

passed by the Director General, Mines & Geology, Haryana is annexed herewith as **Annexure - 5**.

Report concedes that Respondent has mined within permissible limits since 2016-2021.

24. The Report itself states that the deponent carried out mining within permissible limits for the years 2016-2021 (*see Para 3.2 of the Report*). Thus, there is no basis for arriving at the presumption that the deponent had carried out illegal mining despite admitting that deponent carried out mining within permissible limits for over 6 years earlier and after deponent's mining lease was terminated by the state.

Report is riddled with factual errors. No screening plant located within mining lease area.

25. It is submitted that the Report of the Committee suffers from factual inaccuracies. For instance, the Report observes in para 3.1.1.11 that a screening plant is operational within the mining lease area while the Report itself later states in Para 5.1 that a large number of screening plants/ stone crushers are operational nearby the mining site. It is clear that the Report has confused the location of the screening plant since at one place the Report

states that such plants are located close to the mining site while at other place saying that a screening plant is located within the mining site.

26. It is vehemently denied that the deponent operated any screening plant on the lease area. This fact of the matter can be verified from any impartial national/ state/ international agency of repute at the cost of the deponent repayable if the averment of the deponent are found true. The conclusions of the Report are unsustainable.

Lack of trees found due to lack of fertile soil and presence of boulders. This cannot be construed as a violation of terms of environmental clearance.

27. Report of the Committee further observes that very few plants were found on the mining site. It is submitted that the mining lease site was an area which has been allotted for mining of sand and boulders. Such an area, where top soil has been eroded and which is admittedly full of boulders and rocks, is per se unsuitable for growth of trees and plants. The deponent routinely planted various plants in compliance with the terms of the environmental clearance however there lack of growth cannot be attributed to

the deponent but to the poor soil found in river bed, which in any case gets flooded each monsoon. The Committee ought to have appreciated this factual aspect of the matter specially since it was entrusted with the task of verifying the factual status on ground and as such it was obligatory on the Committee to Report to this Hon'ble Tribunal that nowhere on the river bed areas in the vicinity do trees and plants grow.

28. It is further submitted that the deponent routinely purchased plants from various nearby nurseries, which were planted on the site. Regrettably the Committee made no efforts to seek this information from the deponent, which would have established that the lack of growth of trees and plants is not attributable to the deponent. A true copy of various bills for purchase of plants from nurseries from 2016-2020 is annexed herewith as **Annexure - 6.**

29. That said, and de hors above, the deponent would be happy to provide funds to the Forest Department to plant trees in the lease areas. Such an attempt would make it amply clear that the said area is unfit for growth of trees and plants.

Appeal u/s 16 of the NGT Act, 2010 filed in the garb of an Original Application.

30. The Original Application filed by the Applicant, Anish, is directed against the deponent and other leaseholders and specific directions against the leaseholders have been sought.

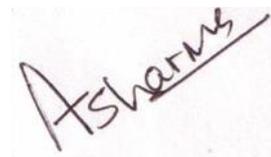
31. The Original Application prays for an injunction on mining activity, which in effect would amount to quashing of the environmental clearance issued to the deponent. It is submitted that a challenge to the environmental clearance or its non-compliance can only be laid by way of an appeal filed u/s 16 of the NGT Act, 2010 and such appeal is required to be filed within a period the period of limitation prescribed under the Act. The Original Applicant deliberately filed an appeal in the garb of an original application since the original application was time barred and hence not maintainable. The primary relief in the Original Application pertains to the stay of mining operations while other reliefs are consequential hence it is submitted that the present application is not maintainable and the applicant ought to have filed an appeal.

32. It is further submitted that the Applicant admittedly is a local area resident and was thus aware that the deponent had been

operating the mining lease since 2016 till 2021. However, the applicant at no stage preferred an appeal against the environmental clearance issued to the deponent, pursuant to which only could the mining activity have been started. The applicant has belatedly filed the present original application.

33. In view of the objections made above, it is most respectfully prayed that this Hon'ble Tribunal may be pleased to reject the report of the Monitoring Committee.

Drawn and filed by:



[AJIT SHARMA]

Advocate for the Applicant
320 CK DAPHTARY CHAMBERS
SUPREME COURT OF INDIA
NEW DELHI 110001
TEL.: 9910940004

Place: New Delhi
Dated: 08.11.2022

**IN THE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI
ORIGINAL APPLICATION NO. 150 OF 2021**

IN THE MATTER OF:

ANISH Applicant

Versus

UNION OF INDIA & ORS. Respondents

AFFIDAVIT

I, Gurpartap Singh Maan, Partner of Mubarikpur Royalty Company located at Bailgarh do hereby solemnly affirm and state as under:-

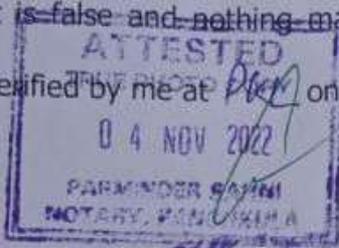
1. That I am the Respondent in the above-mentioned Original Application and as such I am fully acquainted with the facts and circumstances of the instant case and as thus competent to swear this affidavit.
2. That I further state that the contents of the accompanying Application have been thoroughly read and understood by me and I declare that the Application has been prepared on my instructions.
3. That the contents of the accompanying Application are all true to my knowledge. The same has been read over to me and understood by me to be true.
4. That the annexures to the accompanying Application are true copies of their respective originals.

DEPONENT



Verification:-

I, the deponent above named, do hereby verify and state that the contents of the foregoing paragraphs of the above affidavit are true to the best of my knowledge and belief and that no part of it is false and nothing material has been concealed therefrom. Verified by me at Delhi on this 04 day of Nov 2022.



DEPONENT
[Signature]

Mr
Mrs
Pank
Regn



**HARYANA STATE POLLUTION CONTROL BOARD
C-11, SECTOR-6, PANCHKULA**

Website – www.hspcb.gov.in E-Mail - hspcb.pkl@sifymail.com

Telephone No. – 0172-2577870-73

No. HSPCB/Consent/ : 313100416YAMCTE3197212

Dated:06/07/2016

To

**M/s : Mubarikpur Royalty Company
Mining of Boulder Gravel and Sand at Bailgarh South Block YNR B2 District
Yamuna Nagar Haryana
YAMUNANAGAR
135001**

Sub. : Issue of Consent to Establish from pollution angle .

Please refer to your Consent to Establish application received in this office on the subject noted above. Under the Authority of the Haryana State Pollution Control Board vide its agenda Item No. 47.8 dated 28.04.83 sanction to the issue of “Consent to Establish” with respect to pollution control of Water and Air is hereby accorded to the unit Mubarikpur Royalty Company, for manufacturing of (grewal,bulder,sandMinig173Trip/day(25T/trip, with the following terms and conditions:-

1. The industry has declared that the quantity of effluent shall be 43 KL/Day i.e 0KL/Day for Trade Effluent, 40 KL/Day for Cooling, 3 KL/Day for Domestic and the same should not exceed .
2. The above “Consent to Establish” is valid for 60 months from the date of its issue to be extended for another one year at the discretion of the Board or till the time the unit starts its trial production whichever is earlier. The unit will have to set up the plant and obtain consent during this period.
3. The officer/official of the Board shall have the right to access and inspection of the industry in connection with the various processes and the treatment facilities being provided simultaneously with the construction of building/machinery. The effluent should conform the effluent standards as applicable
4. That necessary arrangement shall be made by the industry for the control of Air Pollution before commissioning the plant. The emitted pollutants will meet the emission and other standards as laid/will be prescribed by the Board from time to time.
5. The applicant will obtain consent under section 25/26 of the Water (Prevention & Control of Pollution) Act, 1974 and under section 21/22 of the Air (Prevention & Control of Pollution) Act,1981 as amended to-date-even before starting trial production
6. The above Consent to Establish is further subject to the conditions that the unit complies with all the laws/rules/decisions and competent directions of the Board/Government and its functionaries in all respects before commissioning of the operation and during its actual working strictly.
7. No in-process or post-process objectionable emission or the effluent will be allowed, if the scheme furnished by the unit turns out to be defective in any actual experience
8. The Electricity Department will give only temporary connection and permanent connection to the unit will be given after verifying the consent granted by the Board, both under Water Act and Air Act.
9. Unit will raise the stack height of DG Set/Boiler as per Board’s norms.

10. Unit will maintain proper logbook of Water meter/sub meter before/after commissioning.
11. That in the case of an industry or any other process the activity is located in an area approved and that in case the activity is sited in an residential or institutional or commercial or agricultural area, the necessary permission for siting such industry and process in an residential or institutional or commercial or agricultural area or controlled area under Town and Country Planning laws CLU or Municipal laws has to be obtained from the competent Authority in law permitting this deviation and be submitted in original with the request for consent to operate.
12. That there is no discharge directly or indirectly from the unit or the process into any interstate river or Yamuna River or River Ghaggar.
13. That the industry or the unit concerned is not sited within any prohibited distances according to the Environmental Laws and Rules, Notification, Orders and Policies of Central Pollution control Board and Haryana State Pollution Control Board.
14. That of the unit is discharging its sewage or trade effluent into the public sewer meant to receive trade effluent from industries etc. then the permission of the Competent Authority owing and operating such public sewer giving permission letter to his unit shall be submitted at time of consent to operate.
15. That if at any time, there is adverse report from any adjoining neighbor or any other aggrieved party or Municipal Committee or Zila Parishad or any other public body against the unit's pollution; the Consent to Establish so granted shall be revoked.
16. That all the financial dues required under the rules and policies of the Board have been deposited in full by the unit for this Consent to Establish.
17. In case of change of name from previous Consent to Establish granted, fresh Consent to Establish fee shall be levied.
18. Industry should adopt water conservation measures to ensure minimum consumption of water in their Process. Ground water based proposals of new industries should get clearance from Central Ground Water Authority for scientific development of previous resource.
19. That the unit will take all other clearances from concerned agencies, whenever required.
20. That the unit will not change its process without the prior permission of the Board.
21. That the Consent to Establish so granted will be invalid, if the unit falls in Aravali Area or non conforming area.
22. That the unit will comply with the Hazardous Waste Management Rules and will also make the non-leachate pit for storage of Hazardous waste and will undertake not to dispose off the same except for pit in their own premises or with the authorized disposal authority.
23. That the unit will submit an undertaking that it will comply with all the specific and general conditions as imposed in the above Consent to Establish within 30 days failing which Consent to Establish will be revoked.
24. That unit will obtain EIA from MoEF, if required at any stage.
25. In case of unit does not comply with the above conditions within the stipulated period, Consent to Establish will be revoked.

Specific Conditions

Other Conditions :

1. Unit will submit compliance report of EIA conditions as per schedule.
2. Unit will comply with the orders passed by NGT PRINCIPAL BENCH, NEW DELHI in Original Application No. 176 of 2016 (Earlier O.A. No. 184/2013) And Original Application No. 272 of 2016 in the matter of: Gurpreet Singh Bagga Vs. MoEF & Ors. And M/s. Ganga Yamuna Mining Co. Vs. State of Haryana & Ors.
3. Unit will not do mining activity beyond the allotted query/area.
4. Unit is bound to comply with the order passed by different Apex Courts in future.
5. Unit will do mining activity only as per mining plan approved by SEIAA, Haryana and unit will strictly comply with the conditions of SEIAA, Haryana.
6. Unit will do mining activity only as per Rules framed by mining department, Haryana.
7. Unit will complete basic requirement at site as per conditions of EIA before operating the mining activity.
8. Unit is not allowed the ultimate depth of mining beyond 09 meters.
9. Unit will appoint a monitor committee to monitor the replenishment study, traffic management, level of production.
10. Unit will abide with directions issued by HSPCB / CPCB/ Any competent authority / other conditions mentioned in EC and orders issued by Hon'ble Supreme Court / High Court / NGT / any another court.
11. Unit will obtain prior Consent to Operate from 'Haryana State Pollution Control Board' under Water/Air Acts, before initiating the mining activity with the compliance of all the conditions of EC.

Regional Officer, HQ

*For and on behalf of chairman
Haryana State Pollution Control Board*



HARYANA STATE POLLUTION CONTROL BOARD

SCO-131 Sector-17, HUDA Jagadhari Ph.01732-200137 Email:- hspcbroyr@gmail.com

E-mail: hspcb@hry.nic.in



No. HSPCB/Consent/ : 313100421YAMCTOW12438358

Dated:26/07/2021

To.

M/s :Mubarikpur Royalty Company(Bailgarh South Block YNR B2
Mining of Boulder Gravel and Sand at Bailgarh South Block YNR B2 District
Yamuna Nagar Haryana

Subject: Grant of consent to operate to M/s Mubarikpur Royalty Company(Bailgarh South Block YNR B2 .

Please refer to your application no. 12438358 received on dated 2021-06-14 in regional office Yamuna Nagar. With reference to your above application for consent to operate, M/s Mubarikpur Royalty Company(Bailgarh South Block YNR B2 is here by granted consent as per following specification/Terms and conditions.

Consent Under	WATER
Period of consent	01/10/2021 - 30/09/2022
Industry Type	Mining and ore beneficiation
Category	RED
Investment(In Lakh)	850.00012
Total Land Area(Sq. meter)	0.0
Total Builtup Area(Sq. meter)	0.0
Quantity of effluent	
1. Trade	0.0 KL/Day
2. Domestic	0.5 KL/Day
Number of outlets	1.0
Mode of discharge	
1. Domestic	septic tank
2. Trade	
Domestic Effluent Parameters	
1. NA	
Trade Effluent Parameters	
1. NA	
Number of stacks	1
Height of stack	
1. NA	
Emission parameters	
1. SPM	100 mg/m3
Product Details	

1. Mix Material, Boulder, Gravel sand	4333 Metric Tonnes/day
Capacity of boiler	
1. NA	Ton/hr
Type of Furnace	
1. NA	
Type of Fuel	
1. NA	
Raw Material Details	
grewal, bulder, sand minig	4333 Metric Tonnes/Day

*Regional Officer, Yamuna Nagar
Haryana State Pollution Control Board.*

Terms and conditions

1. The applicants shall maintain good house keeping both within factory and in the premises. All hose pipelines valves, storage tanks etc. shall be leak proof. In plant allowable pollutants levels, if specified by State Board should be met strictly.
2. The applicant/company shall comply with and carry out directive/orders issued by the Board in this consent order at all subsequent times without negligence of his /its part. The applicant/company shall be liable for such legal action against him as per provision of the law/act in case of violation of any order/directives. Issued at any time and or non compliance of the terms and conditions of his consent order.
3. The applicant shall make an application for grant of consent at least 90 days before the date of expiry of this consent.
4. Necessary fee as prescribed for obtaining renewal consent shall be paid by the applicant alongwith the consent application.
5. If due to any technological improvement or otherwise this Board is of opinion that all or any of the conditions referred to above required variation (including the change of any control equipment either in whole or in part) this Board shall after giving the applicant an opportunity of being heard vary all or such condition and there upon the applicant shall be bound to comply with the conditions so varied.
6. The industry shall provide adequate arrangement for fighting the accidental leakages, discharge of any pollutants gas/liquids from the vessels, mechanical equipment etc. which are likely to cause environment pollution.
7. The industry shall comply noise pollution (Regulation and control) Rules, 2000.
8. The industry shall comply all the direction/Rules/Instructions as may be issued by the MOEF/CPCB/HSPCB from time to time.
9. The industry shall ensure that various characteristics of the effluents remain within the tolerance limits as specified in EPA Standard and as amended from time to time and at no time the concentration of any characteristics should exceed these limits for discharge.
10. The industry would immediately submit the revised application to the Board in the event of any change in the raw material in process, mode of treatment/discharge of effluent. In case of change of process at any stage during the consent period, the industry shall submit fresh consent application alongwith the consent to operate fee, if found due, which may be on any

account and that shall be paid by the industry and the industry would immediately submit the consent application to the Board in the event of any change during the year in the raw material, quantity, quality of the effluent, mode of discharge, treatment facilities etc.

11. The officer/official of the Board shall reserve the right to access for the inspection of the industry in connection with the various process and the treatment facilities. The consent to operate is subject to review by the Board at any time.

12. Permissible limits for any pollutants mentioned in the consent to operate order should not exceed the concentration permitted in the effluent by the Board.

13. The industry shall pay the balance fee, in case it is found due from the industry at any time later on.

14. If the industry fails to adhere to any of the conditions of this consent to operate order, the consent to operate so granted shall automatically lapse.

15. If the industry is closed temporarily at its own, they shall inform the Board and obtain permission before restart of the unit.

16. The industry shall comply all the Directions/ Rules/Instructions issued from time to time by the Board.

Specific Conditions :

1 Unit will comply the Order of NGT, New Delhi vide Dated 01.06.2016 & 06.06.2016 in the case of the OA NO 184/2013, 176/2016 & 272/2016 in the case of GURPREET SINGH BAGGA vs MoEF & CC.

2 Unit if found involved in illegal mining CTO so granted will be revoked 3 Unit will abide the directions/ orders of Hon'ble Supreme court /High Court/NGT/any other court.

4 Unit will run and maintain the APCM & green belt.

5 The CTO is granted under Water Act 1974/ Air Act 1981 and if any violation reported against the unit at any stage, the closure action as per provisions of section 33 A of Water Act 1974 or 31 A of Air Act 1981 and under other relevant sections will be taken against the unit apart from prosecution against the unit and its partners/ proprietor/ stake holders /responsible person and unit will also be liable to pay the Environmental Compensation for the damage caused to the Environment because the act of omission and commission by the unit.

6 The project proponent will carry out the mining by open cast mechanized method. Light weight excavator will be used for digging and loading of minerals and tippers.

7 Unit will implement the Environment Management plan and will submit the recurring cost involved as per EC Condition and will also submit the detail of 5 persons engaged for implementation of Environment Management Plan.

8 Unit will submit the details of permission from CGWA if withdrawing ground water.

9 The mining operation shall be restricted to above ground water table and it should not intersect with ground water table.

10 The excavation will be carried out upto maximum depth of 3 meter from the surface of mineral deposit and not less than 1 meter from the water level of the River channel which ever reached earlier.

11 CSR activities by companies including the mining establishments has become mandatory upto 2% of their financial Turn-over, Socio Economic Development of the neighbourhood Habitats could be planned and executed by the Project Proponent more systematically based on the "Need based door to door survey" by established Social Institutes/Workers. The report shall be submitted to the Ministry of Environment & Forest and its Regional Office located at

Chandigarh on six monthly basis.

12 To maintain safety and stability of Riverbanks i.e. 3 meter or 10% of the width of the River whichever is more will be left intact as no mining zone.

13 No stream should be diverted for the purpose of sand mining. No natural water course and/or water resources are obstructed due to mining operations.

14 Restricted working hours. Sand mining operation has to be carried out between 6 am to 7 pm.

15 The mineral transportation shall be carried out through covered trucks only and the vehicles carrying the mineral shall not be overloaded. Wheel washing facility should be installed and used.

16 Unit will comply with the traffic management plan.

17 Unit will do the sufficient no. of plantation as per commitment in EC. 18 Unit will provide the sufficient no. of sprinklers system and will maintain the same to for dust suppression and unit will also provide dedicated vehicles/tankers for water sprinkling.

19 Unit will comply the various conditions of Environment Clearance.

20 Unit will be liable for Environmental Compensation for any kind of Environment Violation/Damage and non compliance of various conditions of Environment Clearance or CTE/CTO granted.



Regional Officer, Yamuna Nagar

Haryana State Pollution Control Board.

STATE ENVIRONMENT IMPACT ASSESSMENT AUTHORITY HARYANA
Bay No. 55-58, Prayatan Bhawan, Sector-2, PANCHKULA.

No. SEIAA/HR/2016/425

Dated: 27.06.2016

To

M/s Mubarikpur Royalty Company,
 Punjab Stone Crusher, Mubarikpur-Ramgarh Road,
 VPO-Mubarikpur, District-Mohali (Punjab)

Subject: Environmental Clearance for Mining of Boulder, Gravel and Sand (Minor Minerals) Mines namely "Bailgarh South Block/YNR B2" over an area of 28.00 Ha. Falling in Village-Bailgarh, Tehsil-Chhachhrauli, District Yamuna Nagar, Haryana.

This has reference to your application transferred online by MoEF & CC, GoI to M. S. SEIAA on 16.04.2016; hard copy received on 21.04.2016 and subsequent letter dated 01.06.2016 seeking prior environmental clearance for the above project under the EIA Notification, 2006. The proposal has been appraised as per prescribed procedure in the light of provisions under the EIA Notification, 2006 and subsequent amendments on the basis of the mandatory documents enclosed with the application viz., Form-1, Pre-feasibility report, copy of approved Mining Plan, EIA/EMP on the basis of approved TOR and the additional clarifications furnished in response to the observations of the EAC of MoEF & CC, GoI and State Expert Appraisal Committee (SEAC) constituted by MOEF & CC, GOI vide their Notification 21.08.2015, in its meetings held on 06.05.2016 and 01.06.2016.

[2] The EAC/SEAC has examined the application and noted that the proposal is for Mining of Boulder, Gravel and Sand (Minor Minerals) Mines namely "Bailgarh South Block/YNR B2" Falling in Village-Bailgarh, Tehsil-Chhachhrauli, District Yamuna Nagar, Haryana over an area of 28.00 Ha. The Mines & Geology Department Haryana has granted for an area of 28.00 Ha "Bailgarh South Block/YNR B2 at Village-Bailgarh, Tehsil-Chhachhrauli, District Yamuna Nagar, Haryana vide LOI dated 19.06.2015. The project proponent has submitted approved mining plan dated 23.02.2016. The public hearing was conducted by HSPCB on 09.03.2016. The EAC/SEAC has appraised this project as category B-1. NOC from Forest Department has been obtained.

Brief details of the project:

1.	Category/Item no. (in schedule):	1 (a) B-1
2.	Location of Project	Village-Bailgarh, Tehsil-Chhachhrauli, District Yamuna Nagar, Haryana
3.	Project Details Khasra No.	Mining of Boulder, Gravel and Sand (Minor Minerals) Mines namely "Bailgarh South Block/YNR B2" over an area of 28.00 Ha.
	Production capacity	13,00,000 TPA @173 Trips/day (25 MT)

4.	Project Cost	8.50 Crore		
5.	Water Requirement & Source	43 KLD through Tankers		
		Dust suppression	25 KLD	
		Plantation	15 KLD	
	Drinking	3 KLD		
6.	Environment Management Plan Budget	34 lakh		
7.	CSR Activates Budget	20 Lakh		
8.	Production	The proposed production for the five years is @ 13,00,000 TPA. The ultimate pit limit is 3 m bgl or 2 meter above water table which ever comes first.		
9.	Corner Coordinates of the lease area	Co-ordinator	Latitudes	Longitudes
		Lease area	N 30 ⁰ 13'29.01"	E77 ⁰ 30'34.59"
			N 30 ⁰ 13'10.29"	E77 ⁰ 30'24.22"
N 30 ⁰ 12'41.01"	E77 ⁰ 30'17.97"			
10.	Green belt/ plantation	Year of Plantation	Proposed Plantation	
		I Yr.	1000 Trees	
		II Yr.	1000 Trees	
		III Yr.	1000 Trees	
		IV Yr.	1000 Trees	
		V Yr.	1000 Trees	
11.	Machinery required	Excavator, JCB, Tipers/Trucks, Water Tanker Light Vehicles/Geep and Maintianice Van		

The Authority in its 92nd meeting held on 15.06.2016 decided to agree with the recommendations of SEAC to accord Environment Clearance to this project by imposing the following conditions:-

A SPECIFIC CONDITIONS:

- [1] This Environment Clearance is granted for the proposed production of Boulder, Gravel and Sand (Minor Minerals) for the five years @ 13,00,000 TPA. The ultimate pit limit is 3 m bgl or 2 meter above water table which ever comes first.

Co-ordinator	Latitudes	Longitudes
Lease area	N 30 ⁰ 13'29.01"	E77 ⁰ 30'34.59"
	N 30 ⁰ 13'10.29"	E77 ⁰ 30'24.22"
	N 30 ⁰ 12'41.01"	E77 ⁰ 30'17.97"

- [2] The project proponent shall carry out mining activity strictly as per the approved Mining Plan.
- [3] Environmental Clearance is subject to obtaining clearance, under the Wildlife (Protection) Act, 1972 from the National Board of Wildlife, as applicable to the project.

- [4] No mining activities will be allowed in forest area, if any, for which the Forest Clearance is not available.
- [5] The Project proponent shall obtain consent to Operate from the State Pollution control Board, Haryana and effectively implement all the conditions stipulated therein.
- [6] Project Proponent shall appoint an Occupational Health Specialist for Regular and Periodical medical examination of the workers engaged in the project and records maintained; also, Occupational health check-ups for workers having some ailments like BP, diabetes, habitual smokers, etc. shall be undertaken once in six months and necessary remedial/preventive measures taken accordingly. Recommendations of National Institute for labour for ensuring good occupational environment for mine workers would also be adopted.
- [7] Project Proponent shall appoint a Monitoring Committee to monitor the replenishment study, traffic management, levels of production, River Bank erosion and maintenance of Road etc.
- [8] The number of trips of the trucks shall not exceed 173 Trips/day (25 MT). Transport of minerals shall be done either by dedicated road or it should be ensured that the trucks/dumpers carrying the mineral should not be allowed to pass through the villages.
- [9] Project Proponent shall ensure that the road may not be damaged due to transportation of the mineral; and transport of minerals will be as per IRC Guidelines with respect to complying with traffic congestion and density.
- [10] Excavation will be carried out up to a maximum depth of 3 meters from surface of river bed one meter above from the ground water level of the River channel whichever is reached earlier.
- [11] The pollution due to transportation load on the environment will be effectively controlled & water sprinkling will also be done regularly. Vehicles with PUC only will be allowed to ply. The mineral transportation shall be carried out through covered trucks only and the vehicles carrying the mineral shall not be overloaded. Project should obtain 'PUC' certificate for all the vehicles from authorized pollution testing centre.
- [12] Washing of all transport vehicles should be done inside the mining lease.
- [13] Permanent pillars has to be constructed to demarcate width of extraction of Reserve of Minerals leaving 25% of River width from the bank with depth of 1.5m below the ground and 1.2 m above the ground to observe its stability.
- [14] There shall be planning, developing and implementing facility of rainwater harvesting measures on long term basis in consultation with Regional Director, Central Groundwater Board and implementation of conservation measures to

augment ground water resources in the area in consultation with Central Ground Water Board.

- [15] The Project Proponent shall also take all precautionary measures during mining operation for conservation and protection of endangered flora/fauna, if any, spotted in the study area.
- [16] Main haulage road in the mine should be provided with permanent water sprinklers and other roads should be regularly wetted with water tankers fitted with sprinklers.
- [17] Provision shall be made for the housing of construction for labour within the site with all necessary infrastructure and facilities such as fuel for cooking, mobile toilets, mobile STP, safe drinking water, medical health care, crèche etc. The housing may be in the form of temporary structures to be removed after the completion of the project.
- [18] No River sand mining shall be allowed in flowing water and no mining is allowed in rainy season.
- [19] The project proponent shall submit annual replenishment report certified by an authorized agency. In case the replenishment is lower than the approved rate of production, then the mining activity/ production levels shall be decreased/ stopped accordingly till the replenishment is completed.
- [20] The project proponent shall ensure that no natural water course/water body shall be obstructed due to any mining operations.
- [21] The dumping site selected and proposed shall be used for over burden dump at the designated site within the lease area as per the approved mine plan. In no case the overburden should be dumped outside the lease area.
- [22] Garland drains shall be constructed to prevent the flow of the water in the dumps.
- [23] Green belt should be developed as per the proposed plantation as given in the proposal. Plantation should be carried out in phased manner.
- [24] Regular water sprinkling shall be carried out in critical areas prone to air pollution and having high levels of SPM and RPM such as haul road, loading and unloading point and transfer points. It shall be ensured that the Ambient Air Quality Parameters conform to the norms prescribed by the CPCB.
- [25] Regular monitoring of ground water level and quality shall be carried out in and around the mine lease. The monitoring shall be carried out four times in a year-pre monsoon (April-May), monsoon (August), post monsoon (November); winter (January) and the data thus collected may be sent regularly to MOEF Regional Office, Chandigarh and Regional Director CGWB.
- [26] Data on ambient air quality and stack emissions shall be submitted to Haryana Pollution Control Board once in six months carried out by MOEF/NABL/CPCB/ Government approved lab.

- [27] Vehicular emissions shall be kept under control and regularly monitored. Measures shall be taken for maintenance of vehicles used in mining operations and in transportation of mineral. The vehicles shall be covered with a tarpaulin and shall not be overloaded. The project proponent shall ensure that the vehicle must have pollution under control certificate.
- [28] The project proponent shall take all precautionary measures during mining operations for conservation and protection of endangered fauna, if any, spotted in the study area. A plan for conservation shall be drawn and got approved from the Chief Wildlife Warden of the State before start of mining operations. Necessary allocation of funds for implementation of the conservation plan shall be made and the funds so allocated shall be included in the project cost. All the safeguard measures brought out in the wildlife conservation plan so prepared specific to the project site shall be effectively implemented. A copy of action plan may be submitted to the HSPCB and MOEF, Regional Office, Chandigarh within 3 months..
- [29] As envisaged, the Project Proponent shall invest at least an amount of Rs. 29.0 lakh per annum as cost for implementing various environmental protection measures including recurring expenses per year.
- [30] A sum of Rs. 20.0 Lakhs/annum shall be earmarked by the Project proponent for investment as CSR on socio economic up-liftment activities of the area particularly in the area of habitat, health or education, training programme of rural women & man provide the kit for employment generation. The proposal should contain provision for monthly medical camps, distributions of medicines and improvement in educational facilities in the nearby schools. Details of such activity along with time bound action plan be submitted to HSPCB/SEIAA Haryana before the start of operation.
- [31] Budgetary provision of Rs. 10.00 lakh per year earmarked for the labours working in the Mine for all necessary infrastructure facilities such as health facility, sanitation facility, fuel for cooking, along with safe drinking water, medical camps and toilets for women, crèche for infants should be made and submitted to HSPCB at the time of CTE/CTO/SEIAA Haryana. The housing facilities should be provided for mining labours.
- [32] A Final Mine Closure Plan along with details of corpus fund shall be submitted to the SEIAA well within the stipulated period as prescribed in the minor mineral concession rules 2012..
- [33] The project proponent shall ensure that the EC letter as well as the status of compliance of EC conditions and the monitoring data are placed on company's website and displayed at the project site.

- [34] The project proponent shall ensure that loading in Trucks do not exceed the norms fixed by the Transport Department as per relevant rules.
- [35] The project proponent shall ensure approach roads are widened and strengthened as per requirements fixed by PWD and district administration before the start of the work.
- [36] The project proponent shall ensure supply of drinking water through RO.
- [37] The project proponent shall strictly adhere to the Sustainable Sand Mining Management guidelines issued by MoEF & CC, GoI on 15.03.2016 and shall ensure the compliance of the standard environmental conditions prescribed for the sand mining in the said guidelines; in addition to the conditions imposed in the environment clearance letter.
- [38] The project proponent shall carry out mining in semi mechanized manner using manpower, tractor, trucks, JCB and excavator for king transportation.

GENERAL CONDITIONS:

- [i] Concealing factual data or submission of false/fabricated data and failure to comply with any of the conditions mentioned above may result in withdrawal of this clearance and attract action under the provisions of the Environment (Protection) Act, 1986.
- [ii] Any change in mining technology/scope of working shall not be made without prior approval of the SEIAA.
- [iii] Any change in the calendar plan including excavation, quantum of mineral and waste shall not be made.
- [iv] Periodic monitoring of ambient air quality shall be carried out for PM₁₀, PM_{2.5}, SO₂ and NO_x monitoring. Location of the stations (minimum 6) shall be decided based on the meteorological data, topographical features and environmentally and ecologically sensitive targets and frequency of monitoring shall be decided in consultation with the Haryana State Pollution Control Board (HSPCB). Six monthly reports of the data so collected shall be regularly submitted to the HSPCB/CPCB including the MOEF, Regional office, Chandigarh.
- [v] Personnel working in dusty areas shall wear protective respiratory devices they shall also be provided with adequate training and information on safety and health aspects.
- [vi] Occupational health surveillance program of the workers shall be undertaken periodically to observe any contractions due to exposure to dust and take corrective measures, if needed.
- [vii] The funds earmarked for environmental protection measures shall be kept in separate account and shall not be diverted for other purpose. Year wise

expenditure shall be reported to the HSPCB and the Regional office of MOEF located at Chandigarh.

- [viii] The project proponent shall also submit six monthly reports on the status of compliance of the stipulated EC conditions including results of monitored data (both in hard copies as well as by e-mail) to the northern Regional Office of MoEF, the respective Office of CPCB, HSPCB and SEIAA Haryana.
- [ix] The above conditions will be enforced, inter alia, under the provision of the Water (Prevention & Control of Pollution) Act, 1974 the Air (Prevention & Control of Pollution) Act, 1981, the Environment (Protection) Act, 1986 and the Public Liability Insurance Act 1991 (all amended till date) and rules made hereunder and also any other orders passed by the Honb'le Supreme Court of India/High Court of Haryana and other Court of law relating to the subject matter.
- [x] The Project proponent should inform the public that the project has been accorded Environment Clearance by the SEIAA and copies of the clearance letter are available with the Haryana State Pollution Control Board & SEIAA. This should be advertised within 7 days from the date of issue of the clearance letter at least in two local newspapers that are widely circulated in the region and the copy of the same should be forwarded to SEIAA Haryana. A copy of Environment Clearance conditions shall also be put on project proponent's web site for public awareness.
- [xi] All the other statutory clearances such as the approvals for storage of diesel from the Chief Controller of Explosives, Fire department, Civil Aviation Department, Forest Conservation Act, 1980 etc. shall be obtained, as may be applicable, by Project Proponent from the competent authority before the start of mining operation.
- [xii] That the grant of this Environment Clearance is issued from the environmental angle only, and does not absolve the project proponent from the other statutory obligations prescribed under any other law or any other instrument in force. The sole and complete responsibility, to comply with the conditions laid down in all other laws for the time being in force, rests with the industry/unit/project proponent. Any appeal against this environmental clearance shall lie with the National Green Tribunal, if preferred, within a period of 30 days as prescribed under section 16 of National Green Tribunal Act, 2010.
- [xiii] The methodology of mining shall be strictly as per orders passed by Hon'ble NGT/ Hon'ble Supreme Court from time to time.
- [xiv] The Project Proponent shall not disturb/damage the position of studs in river bed and also not to damage the river banks and not to degrade the river bed in any manner.
- [xv] Any area which has been banned by any authority/courts shall not be used for mining activity.

- [xvi] Distance of mining to be maintained from Pucca Hydraulic structure/ Bridges shall be as per approved mining plan/ guideline issued by MoEF & CC/ Court Orders.
- [xvii] Quantum mining allowed in the river will be actual replenishment or mining allotted whichever is less.
- [xviii] The Project Proponent should set the Probable replenishment checked from the reputed institution.


Member Secretary,
State Level Environment Impact
Assessment Authority, Haryana, Panchkula.

Endst. No. SEIAA/HR/2016/

Dated:.....

A copy of the above is forwarded to the following:

1. The Director (IA Division), MoEF&CC, GoI, Indra Paryavaran Bhavan, Zor bagh Road-New Delhi.
2. The Regional office, Ministry of Environment, Forests & Climate Change, Govt. of India, Bay's no. 24-25, Sector 31-A, Dakshin Marg, Chandigarh.
3. The Chairman, Haryana State Pollution Control Board, C-11, Sector-6, Pkl.
4. The Director General, Mines & Geology Department Haryana, Chandigarh.


Member Secretary,
State Level Environment Impact
Assessment Authority, Haryana, Panchkula.

RESTATEMENT OF VALUES OF JUDICIAL LIFE
[As adopted by Full Court Meeting of the
Supreme Court of India on 7th May, 1997]

(1) Justice must not merely be done but it must also be seen to be done. The behaviour and conduct of members of the higher judiciary must reaffirm the people's faith in the impartiality of the judiciary. Accordingly, any act of a Judge of the Supreme Court or a High Court, whether in official or personal capacity, which erodes the credibility of this perception has to be avoided.

(2) A Judge should not contest the election to any office of a Club, society or other association; further he shall not hold such elective office except in a society or association connected with the law.

(3) Close association with individual members of the Bar, particularly those who practice in the same court, shall be eschewed.

(4) A Judge should not permit any member of his immediate family, such as spouse, son, daughter, son-in-law or daughter-in-law or any other close relative, if a member of the Bar, to appear before him or even be associated in any manner with a cause to be dealt with by him.

(5) No member of his family, who is a member of the Bar, shall be permitted to use the residence in

which the Judge actually resides or other facilities for professional work.

(6) A Judge should practice a degree of aloofness consistent with the dignity of his office.

(7) A Judge shall not hear and decide a matter in which a member of his family, a close relation or a friend is concerned.

(8) A Judge shall not enter into public debate or express his views in public on political matters or on matters that are pending or are likely to arise for judicial determination.

(9) A Judge is expected to let his judgments speak for themselves. He shall not give interview to the media.

(10) A Judge shall not accept gifts or hospitality except from his family, close relations and friends.

(11) A Judge shall not hear and decide a matter in which a company in which he holds shares is concerned unless he has disclosed his interest and no objection to his hearing and deciding the matter is raised.

(12) A Judge shall not speculate in shares, stocks or the like.

(13) A Judge should not engage directly or indirectly in trade or business, either by himself

or in association with any other person. (Publication of a legal treatise or any activity in the nature of a hobby shall not be construed as trade or business).

(14) A Judge should not ask for, accept contributions or otherwise actively associate himself with the raising of any fund for any purpose.

(15) A Judge should not seek any financial benefit in the form of a perquisite or privilege attached to his office unless it is clearly available. Any doubt in this behalf must be got resolved and clarified through the Chief Justice.

(16) Every Judge must at all times be conscious that he is under the public gaze and there should be no act or omission by him which is unbecoming of the high office he occupies and the public esteem in which that office is held.

These are only the "Restatement of the values of Judicial Life" and are not meant to be exhaustive but illustrative of what is expected of a Judge.

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**Director General, Mines and Geology Department H-
30-Bays Building, Sector-17, Chandigarh.**

Registered

From

The Director General,
Mines & Geology Department, Haryana
30 Bays building, Sector-17,
Chandigarh.

To

M/s Mubarikpur Royalty Company,
Head Office; Punjab Stone Crusher,
Mubarikpur to Ramgarh Road,
Village & Post Office Mubarikpur,
District Mohali (Punjab).

Memo No. DMG/HY/Cont/B. Garh South Block/YNR B 2/2015/
Dated Chandigarh, the 19.06.2015

Subject: Acceptance of the highest bid/ in respect of the Boulder, Gravel and Sand minor mineral mines of "Bailgarh South Block/YNR B 2" having Tentative Area of 28.00 hectares in the district Yamuna Nagar, offered in e- auction held on 10.06.2015 and 11.06.2015 and issue of Letter of Intent (LoI) - regarding.

You participated in the in the e- auction held on 10.06.2015 and 11.06.2015 on the State Government web portal <https://haryanaeprocurement.gov.in> after accepting the terms and conditions of the auction notice DMG/HY/e Auction/YNR/2015/2150 dated 27.04.2015 and corrigendum DMG/HY/e-Auction/YNR/Corr./2015/3358 dated 19.05.2015 in order to obtain mining contracts of minor mineral mines of the district Yamuna Nagar. You offered the highest bid of Rs. 19,63,50,000/- [Rs. Nineteen crore sixty three lakh fifty thousand only] per annum, against the Reserve Price of Rs. 04,60,00,000/- per annum, for obtaining the Mining Contract of Minor Mineral Mines namely 'Bailgarh South Block/YNR B 2' for extraction of Boulder, Gravel and sand having tentative area of 28.00 hectares. The details of the khasra numbers of the tentative area under above said Mining Block is attached as Annexure 'A'.

2. You are hereby informed that the State Government has accepted the highest bid of Rs. 19,63,50,000/- [Rs. Nineteen crore sixty three lakh fifty thousand only] offered by you in respect of the above said minor mineral mines of 'Bailgarh South Block/YNR B 2' under the provisions of the Haryana Minor Mineral Concession, Stocking, Transportation of Minerals & Prevention of Illegal Mining Rules-2012 (State Rules). Accordingly, you have become the successful bidder in respect of Bailgarh South Block/YNR B 2 of the district Yamuna Nagar.

3. The State Government having accepted the aforementioned highest bid offered by you, the Department is pleased to issue this Letter of Intent (LoI) in your favour in respect of the Mining Block/area namely 'Bailgarh South Block/YNR B 2' subject to the following terms and conditions:

- (i) The period of contract shall be 09 years and the same shall commence with effect from the date of grant of environmental clearance by competent authority or on expiry of a period of 12 months from the date of this communication of acceptance of highest bid/ issuance of "Letter of Intent", whichever is earlier;
- (ii) You may note that the detail of the area of the mining blocks is tentative and was notified "on as is where is basis" (refer condition no. 4 of the notice). In case of any inadvertent mistake, if any, the same would be rectified/ corrected before execution of the agreement (refer condition no. 3 of the notice);
- (iii) No request regarding reduction in bid amount on account of reduction in land/area of the Mining block, including due to change in description of khasra numbers/location etc. at any stage will be entertained on any ground including loss/reduction of area for mining on account of compliance of applicable laws/restrictions. Needless to state that this also includes the changes, if any, as per condition no. 3 of auction notice.
- (iv) The amount of the highest successful bid i.e. **Rs. 19,63,50,000/-** [Rs. Nineteen crore sixty three lakh fifty thousand only] per annum shall be the "Annual Contract Money" payable by you as the contractor in the manner prescribed in the contract agreement to be executed on form MC-1 appended to State Rules;
- (v) The above said annual contract money shall be increased at the rate of 25% on completion of each block of three years. Accordingly, the year-wise amount of the annual contract money shall be as per details given below:

Sr. No.	Year of the Contract Period	Annual contract Money
1	First Year	Rs. 19,63,50,000 /-
2	Second Year	Rs. 19,63,50,000 /-
3	Third Year	Rs. 19,63,50,000 /-
4	Fourth Year	Rs. 24,54,37,500/-
5	Fifth Year	Rs. 24,54,37,500/-
6	Sixth Year	Rs. 24,54,37,500/-
7	Seventh Year	Rs. 30,67,96,875/-
8	Eighth Year	Rs. 30,67,96,875/-
9	Ninth Year	Rs. 30,67,96,875/-

- (vi) As per the terms and conditions of the grant, you are liable to deposit **Rs. 04,90,87,500/-** i.e. equal to 25% of the annual bid amount as "security deposit" out of which you have already deposited an amount of **Rs. 01,96,35,000/-** (Rs. One crore ninety six lakh thirty five thousand only) i.e. equal to 10% of the annual bid amount as 'initial bid security' after the conclusion of e-auction. The balance amount of **Rs.02,94,52,500/-** of the bid security i.e. 15% of the annual bid amount

**Director General, Mines and Geology Department Haryana
30-Bays Building, Sector-17, Chandigarh.**

alongwith one month's advance contract money shall be deposited before commencement of the mining operations or before expiry of the period of 12 months, whichever is earlier;

- (vii) You shall execute an Agreement Deed in Form MC-I appended to the Haryana Minor Mineral Concession, Stocking, Transportation of Mineral & Prevention of Illegal Mining Rules-2012 (the State Rules 2012) within a period of 90 days from the date of issuance of this communication/ grant of Lol;
- (viii) It may be pointed out that as per existing applicable rates the contract agreement had to be executed on **Non Judicial Stamp papers worth Rs. 74,85,900/- (Rs. Seventy four lakh eighty five thousand nine hundred only)**. However, you are aware that M/s Om Minerals, one of the Lol holders (who participated in the auctions held in December 2013) has filed a CWP No.7991 of 2014, before the Hon'ble Punjab & Haryana High Court. Further a few other similarly situated Lol holders have also filed separate CWP's before the Hon'ble Punjab and Haryana High Court challenging demand/ levy of Stamp Duty on execution of 'Contract Agreement'. The said matter is still pending for adjudication. Accordingly, the present auction was conducted subject to outcome of said cases. **Therefore, the charging of stamp duty for the execution of contract agreement shall be as per final outcome of the said CWP's.**
- (ix) The Contract Agreement would also be required to be got Registered on payment of the applicable Registration fee;
- (x) In case you fail to execute the Agreement Deed within the prescribed period of 90 days, this Lol shall be deemed to have been revoked and the amount of initial bid security deposited at the time of auction shall be forfeited. Further, the balance amount of 15% towards the bid security, amounting to **Rs.02,94,52,500/-** being the 15% of the annual bid amount, shall be recovered as arrears of land revenue and, you, as the Lol holder/ defaulter, shall be debarred from participation in any future auctions for a period of 5 years;
- (xi) You shall also furnish a solvent surety for a sum equal to the amount of the annual bid for execution of the Agreement. In case the surety offered by the contractor(s) during the subsistence of the contract is not found solvent, the contractor(s) shall offer another solvent surety and a supplementary deed shall be executed to this effect;
- (xii) After execution of Agreement, either before commencement of the mining operation or before expiry of the period of 12 months from the date of issuance of this Lol,

**Director General, Mines and Geology Department Haryana
30-Bays Building, Sector-17, Chandigarh.**

whichever is earlier, in case of failure to deposit the balance 15% amount towards security [as required under clause (v) above] the acceptance of bid/issuance of Lol/execution of agreement shall be deemed to have been revoked and 10% amount deposited towards as initial bid security at the time of auction shall stand forfeited. Further, un-paid 15% amount towards security shall be recovered as arrears of land revenue and you shall be debarred from participation in any subsequent bids for a period of 5 years;

- (xiii) You shall be liable to deposit the contract money in advance at monthly intervals as per provisions of Contract Agreement i.e. from the date of commencement of the contract Agreement;
- (xiv) You shall also deposit/ pay an additional amount equal to 10% of the due contract money along with the monthly installments towards the '**Mines and Minerals Development, Restoration and Rehabilitation Fund**'.
- (xv) You shall also be liable to pay advance income tax as per provisions of Section 206(c) of income tax act in addition to contract money, payable as per terms and conditions of contract agreement.
- (xvi) On enhancement of the contract money with the expiry of every three years period, you shall deposit the balance amount of security so as to upscale the security amount equal to 25% of the revised annual contract money as applicable for one year with respect to the next block of three years. No interest, whatsoever, shall be payable on the security amount deposited under the prescribed security head of the government;
- (xvii) You shall prepare a Mining Plan along with the Mine Closure Plan (Progressive & Final) as per chapter 10 of the State Rules for the "Mining Block" and shall not commence mining operations in any area except in accordance with such Mining Plan duly approved by an officer authorised by the Director, mines & Geology, in this behalf.
- (xviii) Further, the actual mining will be allowed to be commenced only after prior Environmental Clearance is obtained by you as the Lol holder/mining contractor for the Mining Block from the Competent Authority as permitted by the competent Authority required under EIA notification dated 14/9/2006, as amended from time to time by the MoE&F, GoI and guidelines/ circulars issued in this behalf;
- (xix) The Mining contractor to whom mining rights have been granted through this contract would also be liable to pay the following to the landowners to undertake mining operations:

- (a) Annual rent in respect of the land area blocked under the concession but not being operated, and
 - (b) Rent plus compensation in respect of the area used for actual mining operations.
- (xx) The amount of annual rent and the compensation shall be settled mutually between the landowner and the mining contractor. In case of non-settlement of the rent and compensation, the same shall be decided by the District Collector concerned in accordance with the provisions contained in Chapter 9 of the "Haryana Minor Mineral Concession, Stocking, and Transportation of Minerals and Prevention of Illegal Mining Rules, 2012";
- (xxi) The total mineral excavated and stacked by the concession holder within the area granted on mining contract shall not exceed two times of the average monthly production as per approved Mining Plan at any point of time;
- (xxii) The Mining Contractor shall not stock any mineral outside the concession area granted on mining contract, without obtaining a valid license as per provisions contained in Chapter 14 of the State Rules;
- (xxiii) The contractor shall not carry out any mining operations in any reserved/ protected forest or any area prohibited by any law in force in India, or prohibited by any authority without obtaining prior permission in writing from such authority or officer authorized in this behalf. In case of refusal of permission by such authority or officer authorized in this behalf, contractor(s) shall not be entitled to claim any relief in payment of contract money on this account;
- (xxiv) Following are the general/ special conditions applicable for excavation of minor mineral(s) from river beds in order to ensure safety of river-beds, structures and the adjoining areas:
- (a) No mining would be permissible in a river-bed up to a distance of five times of the span of a bridge structure on up-stream side and ten times the span of such bridge structure on down-stream side, subject to a minimum of 250 meters on the up-stream side and 500 meters on the down-stream side;
 - (b) There shall be maintained an un-mined block of 50 meters width after every block of 1000 meters over which mining is undertaken or at such distance as may be directed by the Director or any officer authorised by him;
 - (c) The maximum depth of mining in the river-bed shall not exceed three meters from the un-mined bed level at any point in time with proper bench formation;

- (d) Mining shall be restricted within the central 3/4th width of the river/ rivulet;
- (e) No mining shall be permissible in an area up to a width of 500 meters from the active edges of embankments in case of river Yamuna, 250 meters in case of Tangri, Markanda and Ghaggar and 100 meters on either side of all other rivers/ rivulets. (This clause is applicable for mining outside river bed area);
- (f) Any other condition(s), as may be required by the Irrigation Department of the state from time to time for river-bed mining in consultation with the Mines & Geology Department, may be made applicable to the mining operations in river-beds.
- (xxv) A safety margin of two meters (2m) shall be maintained above the ground water table while undertaking mining and no mining operations shall be permissible below this level unless a specific permission is obtained from the competent authority in this behalf. Further, the depth of excavation of mineral shall not exceed nine meters (9m) at any point of time.(This clause is applicable for mining outside river bed area);
- (xxvi) The contractor shall not undertake any mining operations in the area granted on mining contract without obtaining requisite permission from the competent authority as required for undertaking mining operations under relevant laws;
- (xxvii) The contractor shall be under obligation to carry out mining in accordance with all other provisions as applicable under the Mines Act, 1952, Mines and Minerals (Development and Regulation) Act, 1957, Indian Explosives Act, 1884, Forest (Conservation) Act, 1980 and Environment (Protection) Act, 1986 and the rules made thereunder, Wild Life (Protection) Act, 1972, Water (Prevention and Control of Pollution) Act, 1974 and Air (Prevention and Control of Pollution) Act, 1981;
4. Accordingly, for the time being you are advised to submit the Draft Contract Agreement on Form MC-I (in Five copies) appended to the State Rules-2012, on **plain papers** along with other requisite documents including a solvent surety(s) for a sum equal to the amount of the annual bid for execution of the agreement, within a period of 90 days from the date of issue of this bid acceptance letter and the Lol. You should also furnish an affidavit to the effect that you will immediately deposit the requisite stamp duty as per out of the related Court cases as stated under para 3(viii) above.
5. Please note that one Sh. Rajbir Singh had filed a CWP bearing No. 27700 of 2013 before the Hon'ble Punjab & Haryana High Court challenging (i) commencement of contract

**Director General, Mines and Geology Department Haryana
30-Bays Building, Sector-17, Chandigarh.**

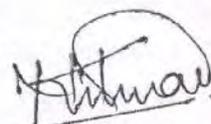
period after 12 months from the date of acceptance of highest bid/issuance of "Letter of Intent" or from date of obtaining of environmental clearance from competent authority which ever is earlier and (ii) payment of rent and compensation to surface right holder/land owners from where mining operations are to be carried out. Therefore, commencement of period of contract & payment of compensation to land owners shall be as per final outcome of court order in said CWP. Accordingly, the auction was conducted subject to outcome of above case, hence this acceptance /Lol is being issued subject to the outcome in CWP No. 27700 of 2013 pending before Hon'ble Punjab & Haryana High Court.

sl
Mining Officer,
for Director General Mines & Geology, Haryana.

Endst.No. DMG/HY/Cont/B. Garh South Block/YNR B 2/2015/3913 **Dated: 19.06.2015**

A copy is forwarded to the following for information and necessary action please:-

1. The Chairman, Haryana State Pollution Control Board, Panchkula.
2. The Deputy Commissioner, Yamuna Nagar.
3. The Mining Officer, Mines & Geology Department, Yamuna Nagar.


Mining Officer,
for Director General Mines & Geology, Haryana.

Endst.No. DMG/HY/Cont/B. Garh South Block/YNR B 2/2015/ **Dated: 19.06.2015**

A copy is forwarded to **Sh. Angad Singh Makkar** R/o House No. 71, Sector-5, Chandigarh, authorized person who gave highest bid on behalf of M/s Mubarikpur Royalty Company for information and necessary action please.

sl
Mining Officer,
for Director General Mines & Geology, Haryana.



Director, Mines & Geology, Haryana

ORDER

M/s Mubarikpur Royalty Company, Head Office Punjab Stone Crusher, Mubarikpur to Ramgarh Road, Village & Post Office Mubarikpur, District Mohali (PB) was granted a mining contract of Minor Mineral mine namely '**Bailgarh South Block/YNR B-2**' for extraction of Boulder, Gravel and Sand over an area of 28.00 hectares for a period of 09 years w.e.f. 19.06.2016. The contract was granted at the rate **Rs. 19,63,50,000/-** per annum against reserve price of **Rs. 04.60 crore**, which was to be increased by 25% after every 03 year period of contract. The actual mining operations were to be allowed only after grant of Environmental Clearance by the competent authority as per requirement of EIA notification dated 14.09.2006 of MoE&F,CC GoI as amended from time to time. M/s Mubarikpur Royalty Company also executed contract agreement with the State Government on 11.04.2016.

2. Whereas, M/s Mubarikpur Royalty Company obtained Environmental Clearance from the State Environment Impact Assessment Authority, Haryana on 27.06.2016 for production capacity of 13,00,000 MT PA of Boulder, Gravel and Sand for mining over an area of 28.00 hectares and then obtained CTO from the HSPCB on 31.08.2016 and commenced mining from 09.12.2016.

3. Whereas, as per provisions of the Rule 56(2) of the Haryana Minor Mineral Concession, Stocking, Transportation of Minerals and Prevention of Illegal Mining Rules, 2012 (the State Rules, 2012), the mineral concession holders are under obligation to pay the advance monthly installment of contract money/ dead rent 7th of each calendar month. Further where mine is being operated they are also required to pay an additional amount equal to 7.5 % of the due dead rent /royalty/ contract money along with instalments towards the 'Mines and Minerals Development, Restoration and Rehabilitation Fund and 2.5% towards District Mineral Fund. In case of any default in payments they are liable to pay interest at the rate as prescribed in the Rule 56(6) and despite notice is dues are not paid is dealt as per provisions given under Rule 56(7) of the State Rules, 2012.

Dele



Director, Mines & Geology, Haryana

4. Whereas, the contractor as per terms of clause 3 (b) part III of the contract agreement the contractor firm was under obligation to pay 7th of each month advance installment of contract money. Further as per clause 4 part III of contract agreement, you are also required to pay an additional amount equal to 7.5 % of the due dead rent /royalty/ contract money along with instalments towards the 'Mines and Minerals Development, Restoration and Rehabilitation Fund and 2.5% towards District Mineral Fund. In case of any default in payments you are liable to pay interest at the rate as prescribed in the Rule 56(6) and despite notice is dues are not paid is dealt as per provisions given under Rule 56(7) of the State Rules, 2012. However, you were not depositing the dues as per terms of grant, accordingly, the Mining Officer, Yamuna Nagar issued a notice to you on 17.02.2022 for non-deposition of Rs.17,29,09,114/-.

5. Whereas, a number of contractors/lessee were not paying the dues as per terms and grant, so the concerned Mining Officers suspended the mining contracts/ leases of their district. However, a numbers of mineral concession holders filed number of representations and difficulties and the same were brought before the State Government. After due consideration, the State Government vide order dated 12.05.2022 read with order dated 17.05.2022 granted/ allowed relaxation in payment of dues as one time measure subject to condition that the mining operation in the mines where operations have been suspended for non-payment of government dues, may be allowed to resume mining operations subject to the condition that they shall deposit 02 monthly installments towards contract money and R&R Fund by 7th of each month till such time the defaulted amount is cleared. In case of, where the period of contract/lease is less than number of months of the defaulted amount, the entire pending dues shall be cleared before expiry of the period of contract/lease. In such cases they shall pay one concurrent monthly installment and other installment equal to total pending dues as on date divided by number of remaining months of concession period. Furthermore, the relaxation as per above is to be allowed to only such mineral concession holders who give an undertaking in the form of an affidavit through authorized person of the contractor/lessee stating that (a) they shall pay the committed amount of two installments as per above by 7th of each month and (b) in case they fail to make payment of amount as per above along with



Director, Mines & Geology, Haryana

interest by 15th of the month, the contract/lease may be terminated without any further notice.

6. Whereas, it is noted that as of 12.05.2022, the total outstanding amount against the contractor was Rs. 19.20 Crore (Rs. 12.83 Cr. as contract money and R& R Fund and Rs. 06.37 Cr. as interest calculated up to 30.04.2022 which was to be cleared in 06 monthly instalments of Rs. 3,20,00,000/- each (as contract money and R& R Fund). This is in addition to the concurrent installment of Rs. 2,04,53,125/-.

7. Whereas, as per orders dated 01.06.2022, you were directed to pay an amount of Rs. 4,09,06,250/- (Rs. 2,04,53,125/- as old dues and an amount of Rs. 2,04,53,125/- as concurrent amount) under relaxation policy of the State Government (1+1), but you failed to deposit the same.

8. Whereas, the outstanding dues were again re-calculated up to 12.05.2022 in view of orders dated 12.05.2022 and 17.05.2022 of the State Government. Therefore, you vide letter dated 05.07.2022 were again directed to deposit the dues for the month of May, June and July, 2022 within 07 days to avail the 'One Time Relaxation' policy as per the orders dated 12.05.2022 and 17.05.2022, failing which action for termination of your contract shall be taken without giving any further opportunity. But you neither complied with the orders dated 12.05.2022 and 17.05.2022 of the State Government as well as order dated 01.06.2022 and 05.07.2022 passed by this office nor deposited any government dues and affidavit till date. It reveals that you are not interested to pay the dues that too after relaxation given.

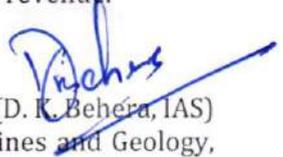
10. Whereas, keeping in view that huge amount of government dues is pending against the contractor firm and he is not coming forward to deposit the dues despite number of opportunities given during the State Government policy and in the light of the fact that from 21.05.2022 to date, the contractor has not deposited any amount and the department is left with no other option but to take action under rule 56 (7)(vi) of the Haryana Minor Mineral Concession, Stocking, Transportation of Minerals and Prevention of Illegal Mining Rules, 2012. Hence, the contract granted in favour of M/s Mubarikpur Royalty Company, Head Office Punjab Stone Crusher, Mubarikpur to Ramgarh Road, Village & Post Office Mubarikpur, District Mohali (PB) for extraction of



Director, Mines & Geology, Haryana

Boulder, Gravel and Sand minor mineral from "Bailgarh South Block/YNR B-2" of District Yamuna Nagar is hereby terminated with immediate effect with adjustment of security amount of Rs. 4,90,87,500/- against outstanding dues. It is also directed that outstanding amount of contract money, R & R Fund and TCS till date of possession along with interest shall be paid failing which the same shall be recovered as arrears of land revenue.

Place : Panchkula.
Dated: 14th July, 2022.


(D. K. Behera, IAS)
Director, Mines and Geology,
Haryana.



Director, Mines & Geology, Haryana

Speed Post

Endst No. DMG/HY/Cont./Bailgarh South Block/YNR B-2/2015/4483 Dated: 14/07/22

A copy is forwarded to M/s Mubarikpur Royalty Company, Head Office Punjab Stone Crusher, Mubarikpur to Ramgarh Road, Village & Post Office Mubarikpur, District Mohali (PB) for information and necessary action. He is directed to handover the possession of mine immediately and pay outstanding government dues at an earliest, failing which the same shall be recovered as arrears of land revenue.

S. S. S.
Mining Engineer,
for Director Mines & Geology,
Haryana.

Speed Post

Endst No. DMG/HY/Cont./Bailgarh South Block/YNR B-2/2015/4484 Dated: 14/07/22

A copy is forwarded to Deputy Commissioner, Yamuna Nagar for information and necessary action.

S. S. S.
Mining Engineer,
for Director Mines & Geology,
Haryana.

Speed Post

Endst No. DMG/HY/Cont./Bailgarh South Block/YNR B-2/2015/4485 Dated: 14/07/22

A copy is forwarded to the Mining Officer, Mines and Geology Department, Yamuna Nagar for information. He is directed to recover outstanding government dues from the contractor as per rule.

S. S. S.
Mining Engineer,
for Director Mines & Geology,
Haryana.

बिल/नकद पर्ची

चौधरी पापूलर नर्सरी

यहां पर हर प्रकार के फूल, पौधे व सब्जियों की पौधे तैयार मिलते हैं।

गांव आहलूवाला, डाक जरौदा, जगाधरी (जिला यमुना नगर) 135001

क्रमांक

दिनांक 14/5/2016

खरीददार का नाम Mubasikpur Royalty Co.

क्रमांक	विवरण	मूल्य	रकम
	अशोक - 80x30		2400
	जामुन - 60x80		800
	आम - 40x30		1200
	जीम - 90x40		3600
	पुरी - 80x30		2400
			11400/-

भूल चूक लेनी देनी

हस्ताक्षर

GULAB NURSERY

Deals in : Flower Plants, Vegitable Plants etc.

Gomti Mohalla, Jagadhri, Yamuna Nagar 135 003

No.

Date 16-07-2016

Name Mubarakpur Royalty Company

S. No.	Particulars	Rate	Amount
①	शीशम	90x40	3600
②	पापुलर	30x30	900
③	अमरशद	50x40	3600
④	कुशाद	70x30	2100
⑤	गुलमीटर	70x40	2100
<p>काल 45 = 310</p>			
			10700

E. & O. E.

Signature

Cash/Credit Memo

M/s MEGHA NURSERY

All types of Seasonal Plants, Fruit Plants and Flowers are available here

Chopra Garden, Yamuna Nagar 135 001

No.

Date 20/08/2017

Name

Mubarakpur Royalty Company

S. No.	Particulars	Rate	Amount
1.	आम 70x50		2800/-
2.	भांगार 60x40		2400/-
3.	जीम 30x30		600/-
4.	श्रीराम 60x40		2400/-
5.	अमर 70x40		2800/-
6.	जायन्त 50x50		2500/-
कुल 45 = 240			
			13,500/-

E. & O. E.

Signature

GULAB NURSERY

Deals in : Flower Plants, Vegetable Plants etc.

Gomti Mohalla, Jagadhri, Yamuna Nagar 135 003

No.

Date 22-09-2017

Name Mubarkpur Royalty Company

S. No.	Particulars	Rate	Amount
①	अमरसिद्ध	70x40	2800
②	पुष्पल	70x30	2100
③	गाम्भीर्य	70x40	2800
④	वैश	80x40	3200
⑤	सुखसिद्ध	80x45	3600
कुल पैसे = 3700			
			14500

E. & O. E.

Signature

Farming With Nature

Radhore Road, Opp. Bus Stand, Radaur,
Yamuna nagar 135133

No.

Date... 27/5/2018

Mr./Mrs./M/s.

Mubarikpur Royalty con

Qty.	Particulars	Rate	Amount Rs.	P.
	प्याण्ड 50x40		2000	
	प्याण्ड 60x30		1800	
	प्याण्ड 70x50		3500	
	प्याण्ड 60x40		2400	
	प्याण्ड 50x40		2000	
	प्याण्ड 70x30		2800	
	कुल प्याण्ड - 360		14500	

Handwritten signature

Cash/Credit Memo

M/s MEGHA NURSERY

All types of Seasonal Plants, Fruit Plants and Flowers are available here

Chopra Garden, Yamuna Nagar 135 001

No.

Date: 23/05/2018

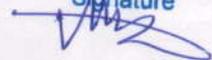
Name

Mubani K pur Royalty Company

S. No.	Particulars	Rate	Amount
1.	आम 70x50		2800
2.	फणारे 60x40		2400
3.	जीम 30x30		600
4.	शिशाम 60x40		2400
5.	अमरुद 70x40		2800
6.	जायन 50x50		2500
कुल पड = 3400			
			13500

E. & O. E.

Signature



बिल/नकद पर्ची

चौधरी पापूलर नर्सरी

यहां पर हर प्रकार के फूल, पौधे व सब्जियों की पौधे तैयार मिलते हैं।

गांव आहलूवाला, डाक जरौदा, जगाधरी (जिला यमुना नगर) 135001

क्रमांक

दिनांक 26/02/2019

खरीददार का नाम

Mubarik Puri Royalty Company

संख्या	विवरण	मूल्य	रकम
	31म	60x40	2400
	31म2-4	50x50	2500
	पापूलर	60x30	1800
	बे2	40x70	2800
			9500/-
	कुल फस - 210		

मूल चुक लेनी देनी

हस्ताक्षर

Cash/Credit Memo

M/s MEGHA NURSERY

All types of Seasonal Plants, Fruit Plants and Flowers are available here

Chopra Garden, Yamuna Nagar 135 001

No.

Date 19/03/2019

Name

Mubani/Royalty Company

No.	Particulars	Rate	Amount
1.	पापुल 20x30		600
2.	अमरुद 20x30		600
3.	शीशम 20x30		600
कुल 45 60			
			1800

E. & O. E.

Signature

GULAB NURSERY

Deals in : Flower Plants, Vegetable Plants etc.

Gomti Mohalla, Jagadhri, Yamuna Nagar 135 003

No.

Date 11-01-2017

Name Mubarkpur Royalty Company

S. No.	Particulars	Rate	Amount
1.	पुष्प =	70x40	2800
2.	शिला =	60x40	2400
3.	अमर =	70x30	2100
4.	आम =	60x40	2400
5.	श्रीवा =	70x40	2800
6.	शिला =	50x30	
<p>कुल = 3800</p>			
			14,300

E. & O. E.

Signature

बिल/नकद पर्ची

चौधरी पापूलर नर्सरी

यहां पर हर प्रकार के फूल, पौधे व सब्जियों की पौधे तैयार मिलते हैं।

गांव आहलूवाला, डाक जरौदा, जगाधरी (जिला यमुना नगर) 135001

क्रमांक

दिनांक 07/01/20

खरीददार का नाम Mubarikpur Royalty Comp

संख्या	विवरण	मूल्य	रकम
	फगाड़	30x30	900
	आम	20x20	400
	आमरुद	40x30	1200
			<u>2500</u>
	कुल पैस - 90		

भूल चूक लेनी देनी

हस्ताक्षर

Farming With NatureRadhore Road, Opp. Bus Stand, Radaur,
Yamuna nagar 135133

No.

Date 20/01/2020

Mr./Mrs./M/s. Mubarikpur Royalty Comp

Qty.	Particulars	Rate	Amount Rs. P.
	Aam 40x20		800
	Amrud - 30x20		600
	Neem - 50x25		1250
	Bair - 40x20		800
	Total - 160		<u>3450</u>

हस्ताक्षर

GULAB NURSERY

Deals in : Flower Plants, Vegetable Plants etc.

Gomti Mohalla, Jagadhri, Yamuna Nagar 135 003

No. _____ Date 28-01-2020
 Name Mubarkpur Royalty Company

S. No.	Particulars	Rate	Amount
①	गुलाब 30x20		600
②	गुलाब 40x25		1000
③	गुलाब 40x20		800
④	गुलाब 30x10		600
<p>कुल 45 = 1400</p>			
			3000

E. & O. E.

Signature

Cash/Credit Memo

M/s MEGHA NURSERY

All types of Seasonal Plants, Fruit Plants and Flowers are available here

Chopra Garden, Yamuna Nagar 135 001

No. _____ Date 26-1-2020
 Name Mubarkpur Royalty Company

S. No.	Particulars	Rate	Amount
	गुलाब 50x20		1000
	गुलाब 40x30		1200
	गुलाब 30x20		600
	गुलाब 30x20		600
	गुलाब 30x20		600
	गुलाब 40x20		800
<p>कुल = 2200</p>			
			4800

E. & O. E.

Signature

VAKALATNAMA
IN THE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI
ORIGINAL APPLICATION NO. 150 OF 2021

IN THE MATTER OF:

ANISH

Versus

..... Applicant

UNION OF INDIA & ORS.

..... Respondents

I, Gurpartap Singh Maan Partner of the Respondent firm in the above mentioned original Application, do hereby solemnly appoint:-

AMRIT PRADHAN
Advocate
B-213 Sector 31, Noida, UP, India

Hereinafter, called the Advocates, to be my Advocates in the above noted case and do hereby authorize :-

To act, appear and plead in the above noted case in this Court or in any other Court in which the same may be tried or heard and also in the Appellate Courts.

To sign, verify and present pleadings, replications, appeals, cross-objections, or Petitions for execution, review, revision, restoration withdrawal, compromise or other Petitions, replies, objections, Affidavits or other documents as may be deemed necessary for conducting the said case in all its stages.

To file and take back documents.

To withdraw or compromise the said case or submit to arbitration any differences or disputes that may arise touching or in any manner relating to the said case.

To take out execution proceedings.

To deposit, draw and receive money, in cash or by way of cheque and issue receipts therefor and to do all other acts, deeds and things that may be necessary to be done for the progress and in course of conducting the said case.

To appoint and instruct any other legal practitioner authorising him to exercise the powers and authorities hereby conferred upon the Advocates whenever he may think fit to do so and to sign the power of attorney on my behalf.

And I the undersigned do hereby agree to ratify and confirm acts done by the Advocates or his substitute in the matter as if the same were done by me for all intents and purposes. I further undertake that I or my duly authorised agent shall appear in the Court on all hearings and will inform the Advocate for appearance when the case is called.

And I the undersigned do hereby agree not to hold the Advocates or his substitute responsible for the result of the case in consequence of his absence from the Court when the said case is called or for any negligence of the said Advocate or his substitute.

And I / we do hereby agree that in the event of the whole or any part of the fee agreed by me to be paid to the Advocates remaining unpaid, they shall be entitled to withdraw from the prosecution of the said case until the same is paid up. If any costs are allowed for an adjournment, the Advocates shall be entitled to the same.

IN WITNESS WHEREOF I do hereunto set my hands to these presents, the contents whereof have been understood by me this day of September 2022.

Accepted

(CLIENT)

ADVOCATE/S

(I identify the signatures of the client(s) who has affixed the signatures on this vakalatnama, on this day, in my presence)

**IN THE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI
ORIGINAL APPLICATION NO. 150 OF 2021**

IN THE MATTER OF:

ANISH

..... Applicant

Versus

UNION OF INDIA & ORS.

..... Respondents

Proof of Service

