

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

ORIGINAL APPLICATION NO. 622/2024

IN THE MATTER OF:

VARUN GULATI

...APPLICANT

VERSUS

STATE OF HARYANA AND ORS.

...RESPONDENTS

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FILED THROUGH:

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Archana yadav

Shivani Chawla

[SIDDHARTH BATRA], [ARCHANA YADAV] [SHIVANI CHAWLA]

Chinmay

Rhythm

[CHINMAY DUBEY] & [RHYTHM KATYAL]

Advocates for Respondent No. 24- M/s Tabi Creations Pvt. Ltd.

8A, Sagar Apartments, 6-Tilak Marg,

New Delhi-110001.

Mob.: 9888884445

Date: 24.05.2025

E-mail: siddharth.batra@satramdass.com

Place: New Delhi

Phone: 011 4704 6111

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

ORIGINAL APPLICATION NO. 622/2024

IN THE MATTER OF:

VARUN GULATI

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VERSUS

STATE OF HARYANA AND ORS.

...RESPONDENTS

**OBJECTIONS TO THE REPORT OF THE JOINT COMMITTEE ON
BEHALF OF RESPONDENT NO. 24, M/s TABI CREATIONS PVT. LTD.**

MOST RESPECTFULLY SHOWETH:

1. That the present objections are being filed on behalf of M/s Tabi Creations Pvt. Ltd., Respondent No. 24, in compliance with the order dated 27.02.2025 passed by this Hon'ble Tribunal wherein the newly impleaded respondents were directed to file their objections to the Joint Committee Report dated 03.01.2025. As per the order dated 08.01.2025, the Answering Respondent has been impleaded as Respondent No. 24 along with other industries based on the Joint Committee Report.
2. That at the outset, it is submitted that the observations recorded in the Joint Committee Report do not fully reflect the compliance status of the answering respondent, and certain findings therein are based on erroneous assumptions, miscalculations, and an outdated compliance assessment.
3. That the answering respondent has undertaken substantial investments in advanced environmental control measures to ensure strict adherence to all applicable environmental norms. The answering respondent denies any

deliberate non-compliance and submits that the alleged deficiencies, if any, were either technical in nature or have already been rectified through corrective measures undertaken post-inspection.

4. **OBJECTIONS TO THE JOINT COMMITTEE REPORT**

- 4.1. That the Answering Respondent submits that an inspection was conducted on 07.08.2024, and certain observations were recorded regarding the operation of its Primary Effluent Treatment Plant (PETP). The Answering Respondent further submits that a Show Cause Notice (SCN) dated 02.01.2025, was issued by the Haryana State Pollution Control Board (HSPCB). The inspection report and the SCN alleges non-compliance on certain grounds, including allegation of higher freshwater consumption and allegation of low BOD in PETP inlet indicating possible effluent dilution.
- 4.2. That it is submitted that all of the above issues were raised in the Show Cause Notice issued by HSPCB, to which the answering respondent submitted a detailed and reasoned response. The answering respondent duly clarified its position and provided documentary evidence of its compliance to HSPCB. Therefore, the continued reliance on these findings is unjustified and does not accurately reflect the present compliance status of the unit. A Copy of the latest detailed and reasoned response to the HSPCB Show Cause Notice along with all the relevant annexures is annexed herewith and marked as **ANNEXURE R-1**.
- 4.3. That the answering respondent categorically denies the allegation of dilution and submits that the effluent generated by the unit is routed to the CETP via a dedicated pipeline after necessary filtration. The inspection report does not establish any direct causal link between the answering respondent's PETP operations and the alleged pollution in Drain No. 6.

The claim of dilution is based on assumption, and the observed reductions in COD/BOD indicate effective treatment, not dilution.

- 4.4. That Joint Committee Report alleges that there is non-compliance due to high reduction in pollution parameters which has been apprehended as dilution with fresh in PETP among various other allegations.
- 4.5. That it is submitted that the answering respondent has installed flow meters at all required locations, and the logbooks are duly maintained and regularly submitted. The observed BOD reduction and COD removal percentages do not indicate any non-compliance but instead reflect the treatment efficiency of the PETP. The report itself acknowledges that the treatment system installed in the unit does not include biological treatment and merely suggests a possibility of dilution without presenting any conclusive proof.
- 4.6. That the answering respondent has consistently implemented stringent compliance measures to ensure that operations remain in accordance with the prescribed norms. The respondent maintains proper records of water and effluent data, ensuring that all logbooks related to freshwater consumption and effluent generation are updated regularly.
- 4.7. That the answering respondent holds a valid Consent to Operate (CTO) issued by HSPCB, which remains in force until 30.09.2027, demonstrating that the facility was found compliant at the time of renewal. The answering respondent has also obtained Hazardous Waste Authorization valid till 30.09.2027. The answering respondent holds NOC from HWRA from 30.12.2023 to 30.12.2024. The answering Respondent has applied for the NOC for 2024-2025 and it remains pending. The respondent has also been granted authorization for the generation, collection, storage, and

transportation of hazardous waste under the Hazardous and Other Wastes (Management & Transboundary Movement) Rules, 2016.

- 4.8. That any adverse order based on the findings of the Joint Committee Report would have severe financial implications and cause significant operational disruptions to the answering respondent. The unit employs a large workforce, and any disruption in operations would negatively impact the livelihoods of numerous employees and their families.
- 4.9. That in view of the above, the answering respondent prays that the findings in the Inspection Report be reconsidered, as they are based on mere assumptions rather than conclusive evidence of dilution. The answering respondent submits that corrective measures are already in place, ensuring ongoing compliance with all applicable environmental laws. Further, given that the CETP's inefficiencies contribute significantly to the overall compliance status, the answering respondent cannot be unfairly categorized as non-complying without a thorough and individualized assessment of its operational processes.
- 4.10. That in light of the foregoing submissions, the answering respondent categorically denies any allegations of non-compliance and submits that the findings of the Joint Committee Report and the subsequent classification of the answering respondent as non-complying are based on assumptions rather than conclusive evidence. The answering respondent has consistently adhered to prescribed environmental norms, holds valid statutory permissions, and has taken proactive measures to ensure compliance.
- 4.11. That in view of the discrepancies in the findings and the absence of a direct causal link between the answering respondent's operations and the alleged

environmental violations, it is most respectfully prayed that the answering respondent be provided with an opportunity to cooperate with the authorities and implement any further recommendations, if necessary.

- 4.12. That the answering respondent remains committed to environmental sustainability, regulatory compliance, and responsible industrial operations and prays for a just and fair assessment of its compliance status.
5. The answering respondent further reserves its right to file additional pleadings or affidavits, if necessary, in response to any subsequent developments in the present proceedings.

FILED THROUGH:



[SIDDHARTH BATRA], [ARCHNA YADAV] [SHIVANI CHAWLA]



[CHINMAY DUBEY] & [RHYTHM KATYAL]

Advocates for Respondent No. 24- M/s Tabi Creations Pvt. Ltd.

8A, Sagar Apartments, 6-Tilak Marg,

New Delhi-110001.

Mob.: 9888884445

Date: 24.05.2025

Place: New Delhi

E-mail: siddharth.batra@satramdass.com

Phone: 011 4704 6111



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

O.A. No. 622 of 2024

IN THE MATTER OF:

Varun Gulati

...Applicant

Versus

State of Haryana & Ors.

...Respondents

AFFIDAVIT

I, KRISHAN LAL S/o NARSINGH DASS HARJAI, aged about 65 Years R/o 97, SHUBH ENCLAVE, PITAM PURA, DELHI - 110034, do hereby solemnly affirm and stat as under:

1. That I am the authorized signatory of Respondent No. 24, M/s TABI CREATION PVT. LTD., having its office at 540, HSIIDC, BARHI INDUSTRIAL AREA PHASE - II, SONEPAT, HARYANA, in the aforesaid Original Application, I am aware of the facts and circumstances of the case in my official capacity as stated above and hence, entitled to swear this affidavit.
2. That the accompanying reply has been drafted by my counsel under my instructions, and I say that the statements and submissions made in the said reply are true and correct to best of my knowledge based upon the records and my belief. I pray that the said reply to be treated as part and parcel of this Affidavit and the same is not being reproduced for the sake of brevity.
3. I say that the documents / annexure produced along with the reply are true copies of its originals.



For Tabi Creations Pvt. Ltd.



Director

DEPONENT**VERIFICATION:**

Verified that the contents of the above affidavit are true and correct to the best of my knowledge, belief and nothing material information has been concealed there from. No part of it is false.

Verified at Delhi on this 22day of February 2025.

For Tabi Creations Pvt. Ltd.



Director

DEPONENT**ATTESTED**
Notary Public Delhi**22 FEB 2025**

LIST OF DOCUMENTS ATTACHED

S. NO.	DESCRIPTION
1	COPY OF SHOW CAUSE NOTICE
2	REPLY OF SHOW CAUSE NOTICE DATED 02-01-2025
3	PERMISSION LETTER FROM HSIIDC NO. 680, DT. 25-09-2020 FOR DEVELOPING THE GREEN LAND
4	PERMISSION LETTER FROM HSIIDC NO. 682, DT. 25-09-2020 FOR DEVELOPING THE GREEN LAND
5	COPY OF LOG BOOK OF FRESH WATER FROM HSIIDC
6	C. T. O. FROM PSPCB FROM 01-10-2022 TO UPTO 30-09-2027
7	COPY OF BOILER BIOMAS ASH DISPOSAL AGREEMENT
8	COPY OF BOILER BIOMAS ASH LOG BOOK
9	PHOTO OF TREE PLANT ATTACHED

For Tabi Creations Pvt. Ltd.



Director

HARYANA STATE POLLUTION CONTROL BOARD

Plot No. 1, Sector-15, Part-II, Sonapat

Ph. - 0130-2236119, E-mail ID: - hspcbrosr@gmail.com



CPCB SR/025/2619

Dated: 02/01/2025

To
M/s Tabi Creations Pvt. Ltd.,
Plot No. 540, Ph-II, Barni,
District Gurgaon, Sonapat, Haryana

Sub: Show Cause Notice for Closure under section 33-A of Water Act, 1974, prosecution action under section 43/44 of Water Act, 1974, revocation of consent u/s 27 of the Water (Prevention & Control of Pollution) Act, 1974 & u/s 21 (4) of the Air (Prevention and Control of Pollution) Act, 1981 and imposing environmental compensation as per order dated 22.12.2021.

Whereas, the unit was inspected on 07.08.2024 by the Joint Team of CPCB and HSPCB in reference to CA No.622/2024 titled as Varun Gulati Vs. State of Haryana & Ors. pending before Hon'ble NGT, New Delhi and the unit is involved in process of Pre-treatment, dyeing & yarn washing having CTO valid upto 30.09.2027.

Whereas, during inspection following deficiencies have been observed which need to be complied as per condition of CTO granted to the said unit:-

- The unit is not maintaining record for fresh water consumption through municipal source i.e. HSIIDC fresh water supply line and for ash generation as well as disposal.
- Specific fresh water consumption i.e., 45.98 KL/MT of production is too much lower against std. for specific quality (80-85 KL/MT) & specific effluent generation i.e., 27.98 KL/MT of production is also very low, indicating that fresh water consumption/effluent generation logbook is not properly/correctly maintained.
- Effluent characteristics as per analysis report is as below:-

Parameter	PETP Inlet	PETP outlet	Prescribed discharge norms	Compliance w.r.t norms
pH	7	7.6	6.0-9.0	<ul style="list-style-type: none"> BOD removal-97.6% & COD removal- 92.1 % is not possible with the existing treatment system installed by the unit (i.e., without any biological treatment), indicating dilution with fresh water in PETP in PETP at different stages BOD at PETP inlet is too much lower against typical range of 500-
BOD (mg/l)	249	6	500	
COD (mg/l)	368	29	1400	
TSS (mg/l)	109	70	1500	
TDS (mg/l)	1952	812	2100	

800 mg/l. indicating dilution at PETP inlet
 Non-complying (dilution)

4. As per the analysis result of sample collected from PETP inlet and final PETP outlet/final discharge point to CETP sewer, high reduction in pollution parameters is observed i.e., 97.5 % reduction in BOD and 92.1 % reduction in COD is not possible with the existing treatment scheme without biological treatment installed by the unit, hence indicating dilution with freshwater in PETP at different stages.
5. As per the analysis result of sample collected from PETP inlet, BOD value found 110 mg/l against typical range of 500-800 mg/l, indicating dilution at PETP inlet.

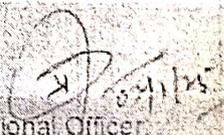
Therefore, you are hereby directed to show cause & explain within 15 days as to why closure action may not be taken against your unit u/s 33-A Water (Prevention and Control of Pollution) Act, 1974 prosecution action under section 43/44 of Water (Prevention and Control of Pollution) Act, 1974 and revocation of consent u/s 27 of the Water (Prevention & Control of Pollution) Act, 1974 & u/s 21 (4) of the Air (Prevention and Control of Pollution) Act, 1981 besides initiation of legal action under the Acts for non-compliance of the relevant provisions of Environmental Acts/Rules/Laws.

In case you fail to reply/comply with the deficiencies mentioned above within above mentioned stipulated time period, it will be presumed that you have nothing to say in this regard and accept the status as mentioned above, which will warrant closure action against your unit under relevant Acts/ Rules besides initiation of legal action under the relevant Acts/Rules without giving any further notice.

Whereas, for the above said violations you are liable to pay the Environmental Compensation in terms of the directions of Board issued letter no. HSPCB/PLG/2021/2343-2350 dated 22.12.2021 as assessed by the Board as per methodology defined therein.

Encl. No. HSPCB/SR/2025/

Dated:


 Regional Officer,
 Sonapat Region

A copy of the above is forwarded to the Chairman, HSPCB, Panchkula for information, please.

Regional Officer,
 Sonapat Region

GSTIN NO.06 AACCT8893R1Z9

TABI CREATIONS PVT LTD

Factory add:

Plot no. 540, Phase-II, HSIDC
Bari, Industrial Area, Sonapat,
Haryana
Email: mini123abc@gmail.com
kushalharjai@gmail.com

Registered Address:
97, Shubha Enclave,
Pitampura,
Delhi-110034
Mob:9810021708
Mob:-8572881234

Date: 03.02.2025

To.

Regional Officer
Haryana State Pollution Control Board,
Sonipat Region, Sonipat.

Subject: REPLY TO THE SHOW CAUSE NOTICE DATED 02.01.2025.

Respected Sir,

This is in reference to the Show Cause Notice dated 02.01.2025, issued under Section 33-A, 27, and 43/44 of the Water (Prevention and Control of Pollution) Act, 1974, and Section 21(4) of the Air (Prevention and Control of Pollution) Act, 1981.

The Show Cause Notice alleges specific non-compliances observed during the inspection conducted on 14.08.2024 by the Joint Team of CPCB and HSPCB in connection with OA No. 622/2024 (Varun Gulati v. State of Haryana & Ors.) pending before Hon'ble NGT, New Delhi.

In response, we respectfully submit the following clarifications on legal grounds:

A. BACKGROUND OF THE COMPANY

1. That M/s Tabi Creation Pvt. Ltd. is engaged in yarn dyeing, bleaching and washing and operates within the legal framework, with a commitment to environmental sustainability and pollution control norms.

For Tabi Creations Pvt. Ltd.



Director

2. That our unit maintains a valid Consent to Operate (CTO) issued by the Haryana State Pollution Control Board (HSPCB) and has always complied with prescribed limits for water consumption, effluent treatment, and air pollution control.

2. **THAT WE ACTIVELY CONTRIBUTE TO ENVIRONMENTAL CONSERVATION, INCLUDING THE DEVELOPMENT OF A 4-ACRE GREEN BELT, WITH 875 TREES PLANTED AND MAINTAINED ADJACENT TO THE FACTORY, PHOTOGRAPHIC EVIDENCE AND RELATED DOCUMENTS ARE ATTACHED.**

B. SPECIFIC ALLEGATIONS IN THE SHOW CAUSE NOTICE

I. REPLY TO PARA 1 – MAINTENANCE OF FRESHWATER CONSUMPTION RECORDS

a. That our unit regularly maintains water consumption records as per the requirements of the HSPCB. The logbook recording daily of HSIIDC water supply is attached herewith as Annexure A Moreover we have already paid the charges on timely basis to HSIIDC.

That our unit uses biomass briquettes as fuel in our 2 TPH boiler, which is an environmentally friendly practice.

That all ash generated is disposed of responsibly through following methods:

i. Landfilling in accordance with regulatory norms.

That documentary evidence of ash disposal mechanisms is attached ~~as~~

II. REPLY TO PARA 2 – Water consumption

That our specific water consumption is 45.98 KL/MT, which is significantly lower than the prescribed limit of 80-85 KL/MT. This indicates that our unit operates well within permissible consumption limits.

For Tabi Creations Pvt. Ltd.



Director

That our unit has a low Material to Liquor (M/L) ratio of 1:5, which further optimizes water consumption and reduces wastage.

That we categorically deny any non-compliance in maintaining records, and any alleged deficiency is based on misinterpretation of available data.

III. REPLY TO PARA 3 – EFFLUENT DILUTION & COMPLIANCE WITH DISCHARGE NORMS

- a. That our effluent treatment process (ETP) is fully compliant, and no dilution has taken place at any stage.
- b. That at the time of inspection, the unit was engaged in a washing process involving only plain water and softener, with no chemicals impacting BOD & COD levels.
- c. That the effluent characteristics as per the analysis report confirm that BOD & COD loads were well within permissible limits at the time of inspection.
- d. That in light of the misinterpretation of our treatment process, if you have any Doubt then you can Re-Inspect the Unit.

C. WATER CONSUMPTION DATA DOES NOT REFLECT USAGE OF FRESHWATER FOR DILUTION

- a. That a thorough review of our logbooks and recorded water consumption data confirms that our unit has consistently operated within the prescribed freshwater consumption limits.

For Tabi Creations Pvt. Ltd.
For Pabi Creations Pvt. Ltd.



Director

- b. That the allegation that extra freshwater was added to effluent is based on assumption rather than verified data. Since our total freshwater usage remains within approved limits, the possibility of dilution simply does not arise.
- c. That dilution, by its nature, requires an excess influx of fresh water, which is not reflected in our operational records. Our Effluent Treatment Plant (ETP) functions efficiently through advanced treatment processes rather than any form of dilution.
- d. That in light of this, we request a reconsideration of this observation as it does not accurately reflect the operational reality of our facility.

D. CTO APPROVAL CONTRADICTS ALLEGATIONS OF NON-COMPLIANCE

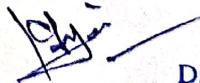
- a. That Section 27 of the Water (Prevention and Control of Pollution) Act, 1974, states that a Consent to Operate (CTO) cannot be granted to a non-compliant unit.
- b. That our unit's CTO was renewed and remains valid until 30.09.2027, confirming that our facility was found compliant at the time of renewal. A copy of the Consent to Operate from 01.10.2022 to 30.09.2027 issued by Haryana State Pollution Control Board on 25.06.2022 is annexed herewith as **Annexure -B.**
- c. That if non-compliance existed, as alleged, the CTO should not have been renewed, rendering the SCN legally contradictory and untenable.

E. PERMISSION CERTIFICATES FOR GROUNDWATER EXTRACTION FROM HWRA CONFIRM REGULATORY COMPLIANCE

- a. That our unit has applied for renewal of Permission Certificate from the Haryana Water Resources Authority (HWRA) for groundwater extraction.
- b. That groundwater extraction is regulated and legally approved, and any allegations regarding unauthorized water use are unfounded.

F. ADVERSE SOCIO-ECONOMIC IMPACT OF ANY COERCIVE ACTION

For Tabi Creations Pvt. Ltd.



Director

- a. That the closure of our unit would result in the displacement of numerous employees, many of whom are the sole earners for their families.
- b. That any restrictive action would severely impact production, contractual obligations, and financial sustainability, affecting local suppliers and vendors.
- c. That vendors, suppliers, and ancillary businesses reliant on our operations would suffer significant financial losses, disrupting the local economy.
- d. That the principle of proportionality must be considered before any regulatory action is taken.

G. OUR REQUEST & LEGAL POSITION

In view of the above, we respectfully request:

- a. We Request for the Withdrawl of Showcause Notice.
- b. Consideration of our compliance efforts, including CTO renewal, NOC approvals, and sustainable practices.
- c. A fresh and fair reassessment can be done based on the present compliance status.

We reiterate our **commitment to environmental compliance** and look forward to a **fair and just resolution** of this matter.

Thanking you,

Yours sincerely,

Krishan Lal

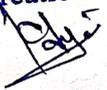
Director

M/s Tabi Creation Pvt. Ltd.

Plot No. 540, Phase -II, Barhi Industrial Area, Sonapat

Authorized Signatory

For Tabi Creations Pvt. Ltd.


Director



हरियाणा राज्य औद्योगिक
एवं संरचना विकास
निगम लिमिटेड



Haryana State Industrial and
Infrastructure Development
Corporation Ltd.

INDUSTRIAL ESTATE

BARHI (Sonapat)

Ph. : 0130-2474756

Ph. : 0130-2474648

E-mail: barhihsidc@gmail.com

E-mail: hsiidcbarhi@gmail.com

HSI IDC CIN No. U29199HR1967SGC034545 GSTIN : 06AAAACH4114R1ZH
(A State Government Undertaking)

✓ M/s Tabi Creations Pvt. Ltd. ,
Plot No. 540 Indl. Estate,
Phase-II Barhi.

No: HSIA:B:20: 680
Dated: 25-9-2020

Sub:- Permission to develop and maintain the green belt adjacent Plot No. 540 Phase-II at
Indl. Estate Barhi Phase-II.

Dear Sir,

This has reference to your letter dated 25.09.2020, on the subject cited above.

In this connection, I am directed in the LMC to accord you permission to develop and
maintain the above said green belt subject to the following terms & conditions :-

1. The land proposed for the development of green belt and landscaping will remain the
property of HSI IDC forever.
2. The development & maintenance of landscaping, green belt, lawn & plants/trees
will be done by you at your own cost and you will not claim these expenses from HSI IDC in
future at any stage.
3. The area stated as above will be utilized only for green belt, landscaping unless there is
any change in planning of landscaping or there is any change in planning of land by HSI IDC
in future.
4. You will not carry out commercial activity/parking on this area.
5. You will not construct any permanent structure on this area at any stage.
6. The permission being granted is purely on temporary basis and can be withdrawn at
any time by HSI IDC without assigning any reason whatsoever.

With regards.

For Haryana State Indl. & Infra.Dev.Corp.Ltd.

Senior Manager (IA)
Indl. Estate, Barhi

C.c. for information to:-

- Estate Manager, HSI IDC, I.E. Barhi

HSI IDC- Your partner in progress

पंजीकृत कार्यालय : नं० सी० 13-14, सेक्टर-8, पंचकूला-134 109

REGD. OFFICE (C-13-14, Sector-8, PANCHIKULA TEL : 2590481-83

WEBSITE : www.hsiidc.org.in, www.hsiidceswa.org.in



हरियाणा राज्य औद्योगिक
एवं संरचना विकास
निगम लिमिटेड



Haryana State Industrial and
Infrastructure Development
Corporation Ltd.

INDUSTRIAL ESTATE
BARHI (Sonapat)
Ph. : 0130-2474758
Ph. : 0130-2474848

HSI IDC CIN No. U29199HR1967SGC034545 GSTIN : 06AAACH4114R1ZH
(A State Government Undertaking)

E-mail: barhihsiidc@gmail.com
E-mail: hsiidcbarhi@gmail.com

No: HSIA:B:20: 682

Dated: 25-9-20

M/s Tabi Creations Pvt. Ltd. , Plot No. 540 Indl. Estate, Phase-II Barhi.	M/s Laxmi Leather Cloth Industries Pvt. Ltd., Plot No. 538, Indl. Estate, Phase-II Barhi.	M/s K. R Fabrics Pvt. Ltd. Plot No. 539, Indl. Estate, Phase-II Barhi.
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Sub:- Permission to develop and maintain the green belt in front of Plot No. 540 Phase-II at Indl. Estate Barhi Phase-II.

Dear Sir,

This has reference to your letter dated 25.09.2020, on the subject cited above.

In this connection, I am directed in the LMC to accord you permission to develop and maintain the above said green belt subject to the following terms & conditions :-

1. The land proposed for the development of green belt and landscaping will remain the property of HSI IDC forever.
2. The development & maintenance of landscaping, green belt, lawn & plants/trees will be done by you at your own cost and you will not claim these expenses from HSI IDC in future at any stage.
3. The area stated as above will be utilized only for green belt, landscaping unless there is any change in planning of landscaping or there is any change in planning of land by HSI IDC in future.
4. You will not carry out commercial activity/parking on this area.
5. You will not construct any permanent structure on this area at any stage.
6. The permission being granted is purely on temporary basis and can be withdrawn at any time by HSI IDC without assigning any reason whatsoever.

With regards.

For Haryana State Indl. & Infra.Dev.Corp.Ltd.

Senior Manager (IA)
Indl. Estate, Barhi

C.c. for information to:-

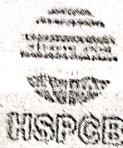
- Estate Manager, HSI IDC, I.E. Barhi

HSI IDC- Your partner in progress

पंजीकृत कार्यालय : नं० सी० 13-14, सेक्टर-6, पंचकूला-134 109

REGD. OFFICE : C-13-14, Sector-6, PANOHKULA TEL : 2600481-83

WEBSITE : www.hsiidc.org.in, www.hsiidceswa.org.in



HARYANA STATE POLLUTION CONTROL BOARD

Star Complex, Opp. General Hospital, Delhi Road,
Sonepat Ph. 0130-2236119(O) Email:-

hspebrosr@gmail.com

E-mail: hspeb@hry.nic.in

No. HSPCB/Consent/ : 313101722SONCTO25831378

Dated: 04/08/2022

To.

M/s :Tabi Creations Pvt. Ltd.,
Plot No. 540, Ph-II, Barhi, Sonepat

Subject: Grant of consent to operate to M/s Tabi Creations Pvt. Ltd.,

Please refer to your application no. 25831378 received on dated 2022-06-30 in regional office Sonipat. With reference to your above application for consent to operate, M/s Tabi Creations Pvt. Ltd., is here by granted consent as per following specification/Terms and conditions.

Consent Under	BOTH
Period of consent	01/10/2022 - 30/09/2027
Industry Type	Yarn / Textile processing involving any effluent/emission generating processes including bleaching, dyeing, printing and colouring
Category	RED
Investment(In Lakh)	317.87
Total Land Area(Sq. meter)	4147.0
Total Builtup Area(Sq. meter)	1300.0
Quantity of effluent	
1. Trade	250.0 KL/Day
2. Domestic	0.5 KL/Day
Number of outlets	2.0
Mode of discharge	
1. Domestic	Into HSIIDC sewer leading to CETP
2. Trade	Into HSIIDC sewer after treatment leading to CETP
Domestic Effluent Parameters	
1. NA	
Trade Effluent Parameters	
1. BOD	500 mg/l
2. COD	1400 mg/l
3. TSS	1500 mg/l
4. pH	6.0-9.0
5. O&G	15 mg/l
6. Ammoniacal	50 mg/l

7. SAR	26 mg/l
8. Phenolic compound	1 mg/l
9. Sulphide	2 mg/l
10. Total Chromium	1 mg/l
Number of stacks	1
Height of stack	
1. Stack attached to boiler	30 meters
Emission parameters	
1. SO ₂	1200 mg/m ³
Product Details	
1. Yarn Dyeing	4 Metric Tonnes/day
Capacity of boiler	
1. Steam boiler	2.0 Ton/hr
Type of Furnace	
Type of Fuel	
1. Biomass	0.5 Ton/day
Raw Material Details	
Cotton/ Polyester	4.0 Metric Tonnes/Day

*Regional Officer, Sonapat
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.

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 run ETP and APCM regularly and maintained log books properly.
2. That the unit shall keep all the parameters within the prescribed limits and shall comply with all the Norms and Rules as prescribed in the Act.
3. That the unit will provide inter locking arrangement of DG set with ETP/APCM and shall have separate D.G. set to ensure regular and effective running of pollution control devices.
4. That the unit will not discharge any untreated effluent inside and outside its premises.
5. That the unit will not add any air polluting process/ machinery and also not to add any process which increases the water pollution load.
6. That the unit will comply with all the provisions of Hazardous Waste Rules.
7. That unit will comply the discharge standards notified vide Gazette Notification no. G.S.R. 35 (E) dt. 10.10.2016.
8. That the CTO so granted shall become invalid in case of violation of any of the above / any law of the land.
8. Unit will comply direction issued by CPCB/CAQM regarding using cleaner fuels, namely, natural gas (PNG/CNG), liquefied petroleum gas, bio-gas, propane, butane etc. and biomass.

Digitally signed by NAVEEN
GULIA

Date: 2022.08.04 10:30:37
+05:30'

Regional Officer, Sonipat

Haryana State Pollution Control Board.

AGREEMENT FOR BOILER ASH TAKEOFF

This Agreement is made and entered into on this 01 day of April, 2024, by and between:

1. Party A: TABI CREATIONS PVT. LTD.

Address: Plot No. 540 Phase -2, Barhi Industrial Area HSIIDC, Ganaur, Sonipat-131101

Contact Information: 9599108310

Represented by: KRISHAN LAL

2. Party B: Ravinder Labour Contractor

Address: G.T. Road, Village Barhi, Near Bank Of Baroda, Ganaur, Sonipat-131101

Contact Information: 8930345051

Represented by: Vikas

RECITALS

WHEREAS, the Generator is the producer of boiler ash from its [specify boiler or industrial process] located at plot-540 phase-2 Barhi Industrial Area HSIIDC, Ganaur, Sonipat-131101 and wishes to dispose of or transfer such ash in accordance with the applicable laws and regulations;

AND WHEREAS, the Taker agrees to take off the boiler ash produced by the Generator in compliance with all relevant laws, regulations, and guidelines prescribed by the Government of Haryana and other applicable authorities.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

For the purposes of this Agreement, the following terms shall have the following meanings:

- 1.1 Boiler Ash: The residual ash produced from the combustion of fuel in the Generator's boiler system.
- 1.2 Takeoff: The removal, transportation, and disposal of boiler ash from the Generator's premises.
- 1.3 Government of Haryana Norms: The environmental and regulatory provisions issued by the Government of Haryana, including but not limited to the Haryana Pollution Control Board (HPCB) and any relevant waste management policies.

2. Scope of Agreement

- 2.1 The Generator agrees to transfer boiler ash to the Taker for disposal, use, or any other purpose permissible under applicable laws.
- 2.2 The Taker agrees to collect, transport, and dispose of the boiler ash in accordance with the Government of Haryana's regulations and guidelines.
- 2.3 The quantity and frequency of the takeoff will be determined by mutual agreement and will be specified in writing from time to time.

3. Compliance with Laws and Regulations

- 3.1 The Taker shall ensure that all activities related to the takeoff and disposal of boiler ash comply with the norms and regulations as laid down by the Government of Haryana, including the Haryana State Pollution Control Board (HSPCB) guidelines and any relevant environmental laws.
- 3.2 The Taker shall obtain all necessary permits, approvals, or licenses required by the Government of Haryana or any other relevant authority for the transportation, storage, and disposal of boiler ash.

4. Obligations of the Parties

4.1 Obligations of the Generator:

- Provide accurate information regarding the quantity, nature, and composition of the boiler ash to the Taker.
- Ensure that the boiler ash is stored in a manner that is safe and complies with the necessary regulatory requirements.
- Assist the Taker with necessary access to the premises for the collection of boiler ash.

4.2 Obligations of the Taker:

- Collect the boiler ash at agreed intervals or as specified by the Generator.
- Ensure the safe and legal transportation and disposal of the boiler ash.
- Maintain records of all activities related to the disposal of boiler ash, including weight, destination, and disposal method.
- Submit periodic reports to the Generator, confirming compliance with applicable regulations.

5. Payment Terms

5.1 The Generator agrees to pay the Taker for the takeoff services as per the agreed-upon rate outlined in Schedule A attached hereto

5.2 Payment will be made by the Generator within 30 days of receipt of invoice from the Taker, unless otherwise agreed in writing.

6. Liabilities and Indemnification

6.1 The Taker agrees to indemnify and hold the Generator harmless against any claims, damages, or penalties arising out of the Taker's failure to comply with any laws or regulations related to the disposal of boiler ash.

6.2 The Generator will not be responsible for any damage, loss, or liability incurred by the Taker during the collection, transportation, or disposal process, provided that such activities are in compliance with this Agreement.

7. Duration and Termination

7.1 This Agreement shall be effective from the date first written above and shall remain in force for a period of from 01/April/2024 to 31/March/2025 unless terminated earlier by either party as provided herein.

7.2 Either party may terminate this Agreement by providing (specify notice period) written notice to the other party, in the event of a breach of the terms of this Agreement or due to non-compliance with applicable laws and regulations.

8. Dispute Resolution

8.1 In the event of any dispute arising out of or in connection with this Agreement, the parties shall first attempt to resolve the dispute through amicable discussions.

8.2 If the dispute cannot be resolved within agreement period, the matter shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996, and the arbitration proceedings shall be conducted in Indian legal authority.

8.3 The arbitration award shall be final and binding on both parties.

9. Miscellaneous

9.1 **Amendments:** Any amendments or modifications to this Agreement must be made in writing and signed by both parties.

9.2 **Force Majeure:** Neither party shall be held liable for failure or delay in performance due to events beyond their reasonable control, including but not limited to natural disasters, strikes, or government actions.

9.3 **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of India, with particular reference to the norms and guidelines of the Government of Haryana.

Party A (Generator)

Name: _____

Signature: _____ For Tabi Creations Pvt. Ltd.

Designation: _____ Director

Date: _____

Party B (Taker)

Name: _____

Signature: _____

Designation: _____

Date: _____

Ravinder
RAVINDER LABOUR CONTRACTOR
PROF.

Ash Details of Boiler fuel

Date	Fuel Type	Fuel Consumption	Shift		Running HR	Ash percentage	Vehicle No	Date of ash disposal	Quantity
			Day	Night					
01-Feb	02-rocket	3200			10 HR				
02-Feb									
03-Feb	02-rocket	3300	day		10 HR	288 kg			
04-Feb	11	3350	day		10 HR	297 kg	HR02001407	03/01/2025	
05-Feb	11	3400	11		9 HR	301.5 kg			
06-Feb	11	3350	11		8 HR	306 kg			
07-Feb	11	3400	11		8 HR	301.5 kg			
08-Feb			11		9 HR	306 kg		1800 kg	
09-Feb									
10-Feb									
11-Feb									
12-Feb									
13-Feb									
14-Feb									
15-Feb									
16-Feb									
17-Feb									
18-Feb									
19-Feb									
20-Feb									
21-Feb									
22-Feb									
23-Feb									
24-Feb									
25-Feb									
26-Feb									
27-Feb									
28-Feb									
01-Mar									
02-Mar									
03-Mar									

kg

11 Ltd.

Director

For

kg

Signature

Report on Ash Details of Boiler fuel

Date	Fuel Type	Fuel Consumption	Shift		Running Hr	Ash percentage	Vehicle No	Date of ash disposal	Quantity
			Day	Night					
01-Jan	Brockett	3100			10 HR	22.9%			
02-Jan	"	3150			10 HR	28.5%			
03-Jan	"	3200			9 HR	28.8%			850.5 kg
04-Jan									
05-Jan									
06-Jan	Brockett	3200			9 HR	28.8%			
07-Jan	"	3250			8 HR	28.7%	HR246-0407	06/01/2025	
08-Jan	"	3300			9 HR	29.7%			
09-Jan	"	3300			9 HR	29.7%			
10-Jan	"	3400			10 HR	29.7%			
11-Jan	"	3350			10 HR	30.1%			
12-Jan									
13-Jan	Brockett	3400			8 HR	30.6%			1221 kg
14-Jan	"	3100			8 HR	27.9%			
15-Jan	"	3150			9 HR	28.5%	HR246-0407	10/11/2025	
16-Jan	"	3200			9 HR	29.7%			
17-Jan	"	3400			8 HR	29.7%			
18-Jan	"	3350			9 HR	30.1%			
19-Jan									
20-Jan	Brockett	3100			10 HR	22.9%			1222 kg
21-Jan	"	3150			10 HR	28.5%	HR246-0407	21/11/2025	
22-Jan	"	3250			9 HR	30.1%			
23-Jan	"	3250			9 HR	29.7%			
24-Jan	"	3250			8 HR	28.8%			
25-Jan	"	3200			8 HR	29.7%			
26-Jan									
27-Jan	Brockett	3200			9 HR	28.8%			1741 kg
28-Jan	Brockett	3200			9 HR	28.8%	HR246-0407	28/11/2025	
29-Jan									
30-Jan									526 kg
31-Jan									

For Tabi Creations Pvt. Ltd.



Director



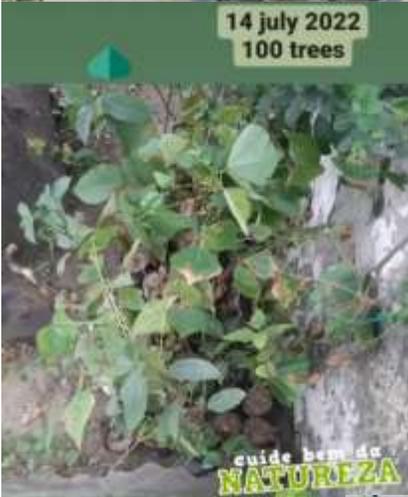


#29 #june #2022trees
#200 #biodiversity #hsiidcbarhi



HSIIDC BARHI SONIPAT
#200trees #23july2022

Aadu, arjun, moringa, nimbu, motia, chameli, kathal, gular, pilkhan.



14 July 2022
100 trees



#gular
Ficus racemosa



#23july2022



#hsiidcbarhi

#nature #life

1 July 2022
70 plants and shrubs



con agave
con agave

HSIIDC BARHI SONIPAT



KACHNAR IS A GOOD HOST FOR POLLINATORS AND ECOLOGY. BEAUTIFUL FRAGRANT FLOWERS

#31 #august #2022trees

#13 #trees #kachnar #aadu
HSIIDC BARHI SONIPAT



1 July 2022
70 ground covers and shrubs...
Agave, motia, hibiscus

#biodiversity #life









VAKALATNAMA

BEFORE THE NATIONAL GREEN TRIBUNAL PRINCIPAL BENCH, NEW DELHI

ORIGINAL APPLICATION NO. 622 OF 2024

IN RE:-

VARUN GULATI

...APPLICANT

VERSUS

STATE OF HARYANA & ORS.

...RESPONDENTS

KNOW ALL to whom these presents shall come that I/We, undersigned the above named do hereby appoint.

**SIDDHARTH BATRA (P/1083/2004), ARCHNA YADAV (D/1837/2020), SHIVANI CHAWLA (D/2233/2019),
CHINMAY DUBEY (D/8141/2021) & RHYTHM KATYAL (D/3528/2022);**

Advocates

Satram Dass B & Co., 8A, Sagar Apartment, 6 Tilak Marg, New Delhi-110001

Mob: 9013082887, Email: vijay.kumar@satramdass.com

(hereinafter called the advocate/s) to be my/our Advocate in the above noted case and authorize him: -

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 Court including High Court subject to payment of fees separately for each court by me/us.

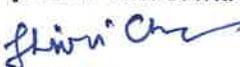
To sign file, verify and present pleadings, appeals, cross-objections or petitions for executions, review, revision, withdrawal, compromise or other petitions or affidavits or other documents as may be deemed necessary or proper for the prosecution of the said case in all its stages subject to payment of fees for each stage. To file and take back documents, to admit and/or deny the documents of opposite party. 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 execution proceedings. To deposit, draw and receive monthly cheques, cash and grant receipts thereof and to do all other acts and things which may be necessary to be done for the progress and in the course of the prosecution of the said case. To appoint and instruct any other Legal Practitioner authorizing him to exercise the power and authority hereby conferred upon the Advocate whenever he may think fit to do so and to sign the power of attorney on our behalf.

And I/We the undersigned do hereby agree to ratify and confirm all acts done by the Advocate or his substitute in the matter as my/our own acts, as if done by me/us to all intents and proposes. And I/We undertake that I/We or my /our duly authorised agent would appear in Court on all hearings and will inform the Advocate for appearance when the case is called. And I/We the undersigned do hereby agree not to hold the advocate or his substitute responsible for the result of the said case. The adjournment costs whenever ordered by the Court shall be of the Advocate which he shall receive and retain for himself. And I/We the undersigned do hereby agree that in the event of the whole or part of the fee agreed by me/us to be paid to the advocate remaining unpaid he shall be entitled to withdraw from the prosecution of the said case until the same is paid up. The fee settled is only for the above case and above Court. I/We hereby agree that once fee is paid, I/We will not be entitled for the refund of the same in any case whatsoever and if the case prolongs for more than 3 years the original fee shall be paid again by me/us.

IN WITNESS WHEREOF I/We do hereunto set my/our hand to these presents the contents of which have been understood by me/us on this 24th day of May, 2025

Accepted, identified and certified subjected to the terms of the fees.

 
[SIDDHARTH BATRA] [ARCHNA YADAV]

 
[SHIVANI CHAWLA] [CHINMAY DUBEY] & [RHYTHM KATYAL]
Advocates

Client
For Tabi Creations Pvt. Ltd.



Director

GSTIN NO.06 AACCT8893R1Z9

TABI CREATIONS PVT LTD

Factory add:
Plot no. 540, Phase-II, HSIDC
Bari, Industrial Area, Sonapat,
Haryana
Email: mini123abc@gmail.com
kushalharjai@gmail.com

Registered Address:
97, Shubha Enclave,
Pitampura,
Delhi-110034
Mob:9810021708
Mob:-8572881234

Date:22.02.2025

"CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF BOARD OF DIRECTORS OF TABI CREATIONS PVT. LTD. HELD ON 21st FEBRUARY 2025 AT 4:00 P.M.

"RESOLVED THAT Mr. KRISHAN LAL is hereby authorized on behalf of TABI CREATION PVT. LTD. to initiate, file, defend, represent, and conduct legal cases, proceedings, or claims in any court of law, tribunal, or any other judicial or quasi-judicial authority in connection with the business or matters of the company/firm.

RESOLVED FURTHER THAT Mr. KRISHAN LAL is authorized to sign, verify, and submit all necessary documents, affidavits, pleadings, applications, and undertakings, and to appoint advocates, solicitors, and other professionals as may be required for such proceedings.

RESOLVED FURTHER THAT all actions taken by Mr. KRISHAN LAL in connection with the above matters be and are hereby ratified and confirmed by the company/firm.

RESOLVED FURTHER THAT a certified true copy of this resolution be provided to all concerned authorities as and when required for their records and reference."

For and on behalf of
TABI CREATION PVT. LTD.
For Tabi Creations Pvt. Ltd.


Director

AMAN HARJAI
[DIRECTOR]
[DIN - 07973623]

 भारत सरकार
GOVERNMENT OF INDIA

 कृष्ण लाल
Krishan Lal
जन्म वर्ष / Year of Birth : 1960
पुरुष / Male



██████████9851

आधार – आम आदमी का अधिकार





भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता: S/O नरसिंह दाम, ९७, शुभ
एन्क्लेव, पीताम पुरा, नॉर्थ वेस्ट दिल्ली,
दिल्ली, 110034

Address: S/O Narsingh Dass, 97,
SHUBH ENCLAVE, PITAM
PURA, Saraswati Vihar, North
West Delhi, Delhi, 110034

1947
1800 189 1947

help@uidai.gov.in

www.uidai.gov.in

PO Box No 1947,
Bengaluru-560 001

1947

3951

38



Archna Yadav <archna.yadav@satramdass.com>

Advance service copy of short reply on behalf of Respondent Nos. 24 in O.A. No. 622/2024 titled as 'Varun Gulati v. State of Haryana & Ors.'

1 message

Archna Yadav <archna.yadav@satramdass.com> Sat, May 24, 2025 at 4:15 PM
To: Mansi Chahal <mansichahal104@gmail.com>, Varun Gulati <jansewajanhit@gmail.com>
Cc: Shivani Chawla <shivani.chawla@satramdass.com>, Vijay Kumar <vijay.kumar@satramdass.com>, Chinmay Dubey <chinmay.dubey@satramdass.com>

Dear Sir/ Madam,

PFA.

Advance service copy of short reply on behalf of Respondent No. 24 in O.A. No. 622/2024 titled as 'Varun Gulati v. State of Haryana & Ors.'

Kindly treat the same as Proof of service.

Kind Regards

Archna Yadav
Senior Associate

Satram Dass B & Co.
8A Sagar Apartment, 6 Tilak Marg, New Delhi 110001, India
E-mail: archna.yadav@satramdass.com
Phone (o): +91 (0)11 47046111, 4746144
Webex : <https://meet155.webex.com/meet/archnayadav>

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19714K