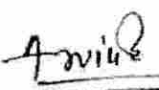
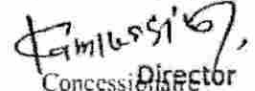


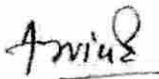
- 1.24. **"Rejects"** means any waste that is non-recyclable or non-energy recoverable or with no alternate end disposal method"
- 1.25. **"Site"** means the land situated at [Shivari, Lucknow], wherein the Solid Waste Processing Plant shall be set-up by Concessionaire per the terms of this Agreement.
- 1.26. **"SWM Rules"** means the Solid Waste Management Rules, 2016 notified by the Ministry of Environment, Forests and Climate Change under the Environment (Protection) Act, 1986 & its amendments.
- 1.27. **"Tax"** means the Indian tax, duty, levy, and charge whatsoever charged, imposed or levied by Central, State or local governments or any Authority together with any interest and penalties in relation thereto.
- 1.28. **"Term"** means the term as set out under Clause of the Agreement.
- 1.29. **"Termination Date"** means the date on which the Agreement is terminated by way of default of either the Corporation or Concessionaire, or as result of a Force Majeure Event, or as indicated in this Agreement.
- 1.30. **"Work"** shall mean the work to be undertaken by Concessionaire under the terms of this Agreement, which is more fully described in Clause 3.1;
- 1.31. **"Work Order"** shall mean the work order issued by the Corporation for accepting Concessionaire's bid.

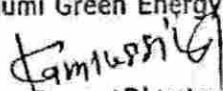

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For Bhumi Green Energy

Concessionaire Director

2. INTERPRETATIONS

- 2.1. Heading and bold typeface are only for convenience and shall be ignored for the purpose of interpretation.
- 2.2. Words using the singular or plural number also include the plural or singular number, respectively.
- 2.3. Words of any gender are deemed to include the other gender.
- 2.4. The term "Clause" refers to the specified Clause of this Agreement.
- 2.5. The terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Agreement or specified clauses of this Agreement, as the case may be.
- 2.6. If the terms and conditions of the clauses of this Agreement vary or are inconsistent with any portion of the Schedules / Annexure, the terms of the Clauses this Agreement shall control and be given priority, and the provisions of the Schedules / Annexure shall be subject to the terms of the Clauses. Neither Party will be bound by or be deemed to have made any representations, warranties, commitments or other undertakings with respect to the subject matter of this Agreement that are not contained in this Agreement.
- 2.7. Reference to any legislation or Law or to any provision thereof shall include references to any such Law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to statutory provision shall include any subordinate legislation made from time to time under that provision.
- 2.8. Reference to the word "include" shall be construed without limitation.
- 2.9. The recitals, schedules and annexure hereto shall constitute an integral part of this Agreement.
- 2.10. A reference to any document (including this Agreement) is to that document as amended, consolidated, supplemented, novated or replaced from time to time.
- 2.11. Words and abbreviations, which have well known technical, trade or commercial meanings, are used in this Agreement in accordance with such meanings.
- 2.12. Unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause.


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For Bhumi Green Energy

Concession Director

3. CONCESSION

3.1. Subject to and in accordance with the terms and conditions set forth in this Agreement, the Corporation hereby grants and authorizes the concession to Concessionaire for following scope of work ("Work"):

- 3.1.1. Designing, engineering, procurement and construction of the Solid Waste Processing Plant on the Site provided by the Corporation
- 3.1.2. Providing operation, maintenance and repair and refurbishment of equipment's of Solid Waste Processing Plant during the Phase-2 after completion of construction of Solid Waste Processing Plant as more fully detailed in **Part-B of Schedule 1** this Agreement; and
- 3.1.3. Disposal of the By-Products generated by the Solid Waste Processing Plant.

In consideration of the rights, privileges and benefits conferred upon Concessionaire, and other good and valuable consideration expressed herein, Concessionaire hereby accepts to do the Work and agrees and undertakes to perform / discharge all other obligations in accordance with the provisions hereof.

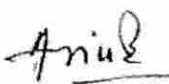
- 3.1.4. The bye-product should not be stored for more than 30 Days within the site area any issue relating to the disposal of by product and storage of the bye product for a greater number of days than the prescribed time limit of not more than 60 should be conveyed to the engineer in charge in written.

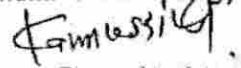
4. TERM

- 4.1. This Agreement shall be effective, shall govern the rights and obligations of the Parties, Phase-1 from the execution date of agreement up to the Commencement of operation date of phase 2 and phase -2 shall subsist for a period of 3 years for operation and maintenance from the Commencement Date.

5. SITE

- 5.1. The Corporation shall, within a period of 7 (Seven) Days from the Commencement Date of Phase-I, permit Concessionaire to enter the said Site free from encumbrance, for the purpose of implementing the Work.

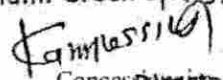

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For Bhumi Green Energy

Concessionaire
Director

If there is delay in handing over the Site by the Corporation to Concessionaire, then the period of 6 (six) months of Phase-I shall be increased to the extent of such delay in handing over of the Site to Concessionaire. LMC has given license to the Concessionaire to enter and work on the said site. Concessionaire shall not claim any right, title and interest in the site. The ownership shall always remain with LMC.

- 5.2. Upon the Site being handed over pursuant to the Clause 5.1, Concessionaire shall have the right to enter upon, occupy and use the same and to make at its costs, charges and expenses such development and improvements in the Site as may be necessary or appropriate to implement the Work, in accordance with the provisions of this Agreement.
- 5.3. Concessionaire shall have the license to the use of the Site in accordance with the provisions of this Agreement and for this purpose it may regulate entry into and use of the same by third party. The contractor shall not create any third-party interest on the said land.
- 5.4. If Concessionaire decides so and in the interest of the smooth operation of Processing Plant concessionaire may take technical and financial assistance from other sources (Third Party) after intimating or taking approval from Department. The LMC will not be responsible and obligated for such transaction between concessionaire and the third party.
- 5.5. Concessionaire shall not part with or create any encumbrance on the whole or any part of the Site, save and except as set forth and permitted under this Agreement.
- 5.6. Concessionaire shall not, without the prior written approval of the Corporation, use the Site for any purpose other than for the purpose of the Work and purposes incidental or ancillary thereto.
- 5.7. The Corporation hereby warrants that: (a) the Site together with the necessary right of way/way-leaves has been acquired through the due process of law; and (b) belongs to the Corporation and it is vested in the Corporation and that the Corporation has full powers to hold, dispose of and deal with the same consistent, *inter alia*, with the termination clause 16.1 and clause 16.4 of this Agreement, and that Concessionaire shall, in respect of the Site, have no liability regarding any compensation payment on account of acquisition of the Site or rehabilitation/resettlement of any Persons affected thereby with respect to the Site.


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For Bhumi Green Energy

Concessionaire Director

- 5.8. Concessionaire shall, subject to complying with the terms and conditions of this Agreement, remain in peaceful possession and enjoyment of Site during the Term. In the event Concessionaire is obstructed by any Person claiming any right, title or interest in or over the Site or any part thereof or in the event of any enforcement action including any attachment, distraint, appointment of receiver or liquidator being initiated by any Person claiming to have any interest in/charge on the Site or any part thereof, the Corporation shall, if called upon by Concessioner, defend such claims and proceedings and also keep Concessionaire indemnified against any consequential loss or damages which Contract or may suffer, on account of any such right, title, interest or charge.
- Concessionaire shall obtain and maintain the Applicable Permits in such sequence as is consistent with the requirements of the Work. Concessionaire shall be responsible and shall be in compliance with the terms and conditions subject to which Applicable Permits have been issued.

6. ENGINEER-IN-CHARGE

- 6.1. The Corporation shall nominate an engineer-in charge to review, provide approvals, observe the compliance of the terms of this Agreement on behalf of the Corporation, and carry out the duties of the engineer-in charge as stated herein ("Engineer-in Charge").
- 6.2. Unless and until Corporation notifies Concessionaire otherwise, the Engineer-in Charge shall deem to have the full authority of the Corporation under this Agreement. Any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by the Engineer-in Charge, shall have the same effect as though the act had been an act of Corporation. The Engineer-in Charge is authorized to communicate the Corporation's instructions to Concessionaire and to receive all notifications and communication in relation to the Work for and on behalf of the Corporation.
- 6.3. Where Concessionaire seeks the approval of or a decision from the Corporation or the Engineer-in Charge, the Corporation and or the Engineer-in Charge shall act properly and use reasonable endeavors to give such approval (or rejection) or decision without any unnecessary or undue delay.

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For Bhumi Green Energy
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Concession Director

7. CONCESSIONAIRE REPRESENTATIVE

- 7.1. Concessionaire shall nominate one of its senior members of management as its representative ("**Concessionaire Representative**") to act on its behalf under the Agreement. The Concessionaire's Representative shall carry out the duties assigned to him, and shall exercise the authority delegated to him, by Concessioner.
- 7.2. Unless and until Concessionaire notifies the Corporation otherwise, the Concessionaire's Representative shall deem to have the full authority of Concessionaire under the Agreement. The Concessionaire's Representative is authorized to communicate Concessionaire instructions to the Corporation / Engineer-in Charge and to receive all notifications and communication in relation to this Agreement for and on behalf of Concessionaire.
- 7.3. If Concessionaire wishes to replace any Person appointed as Concessionaire's Representative, Concessionaire shall give the Corporation not less than 7 (seven) Days' notice of the replacement's name, address, duties and authority, and of the date of appointment.

8. SETTING UP OF THE SOLID WASTE PROCESSING PLANT

- 8.1. During the Phase-1, Concessionaire shall carry out the designing, construction and installation of the Solid Waste Processing Plant of capacity minimum 1000MTPD extendable up to 2000MTPD as per requirement of LMC.

9. OPERATION AND MAINTENANCE OF THE SOLID WASTE PROCESSING PLANT

- 9.1. During the Phase-2, Concessionaire shall provide the operating, maintenance, repair and refurbishment of the Solid Waste Processing Plant as per the scope detailed in **Part-B** of the **Schedule-1**.
- 9.2. *Reporting*
- 9.2.1. On an annual basis, Concessionaire shall submit a plan to the Engineer-in Charge regarding preventive maintenance of machines, replacement of consumables etc.

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For Bhumi Green Energy
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Concession Director

- 9.8. Nothing under this Agreement shall restrict Concessionaire right to (a) increase the Solid Waste Processing Plant's capacity from 2000 MT/ per Day to any capacity, as long the requirement of this Agreement have been met; and / or (b) additionally source Mixed Solid Waste from the aforementioned other sources to maintain the optimum level of the output at the Solid Waste Processing Plant.
- 9.9. Not with standing anything contained in this Concession Agreement, the Concessionaire shall be entitled to receive, and LMC shall be obliged to provide the Minimum Assured Waste Quantity & Quality. In event, where LMC fails to deliver the minimum assured waste quantity & assured quality of waste for continuous 1-month LMC will be obliged to make provision to mitigate loss of operational expenses occurred by the Concessionaire for maintaining the plant in position to process minimum 1000MTPD daily.
- 9.10. After successful completion of operation of maintenance period of 3 years (i.e. minimum 90% utilization of the installed 1000MTPD capacity throughout the period.) based on the prevailing situation a further extension may be given to the Concessionaire after taking approval from Executive committee of LMC, House of LMC.

10. CONSIDERATION

- 10.1. Operation and maintenance for 3 years amount will be Rs. 943.00 per metric ton for first year and thereafter maximum 8% escalation per year after One year from COD on the basis of an request letter submitted by concessionaire having factors contributing to price escalation that are diesel price, manpower/labour prices, machinery corrosion and replacement, leachate related damages, transportation vehicles damage. The escalation request will be recommended by a committee consisting of concern Additional Municipal Commissioner, Chief Finance Officer, Chief Engineer (Civil) and Chief Engineer (Electrical and Mechanical), as any other member as Municipal Commissioner may desire and will be approved by Municipal Commissioner of LMC.
- 10.1.1. Each bill submitted by Concessionaire should be supported with the relevant report showcasing the completion of each of the activities in the formats finalized in agreement with Engineer-in Charge.
- 10.1.2. During the Phase-1 the Concessionaire will establish the processing facility in 3 steps of 700 TPD each as per availability of space at the site. The contract period of three years will commence once the process facility in phase 2 is established and

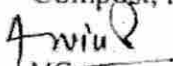
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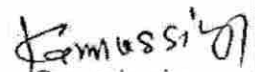
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Director

- 9.2.2. Within a period of 72 (Seventy-Two) hours, Concessionaire shall convey to the Corporation in writing in case Solid Waste Processing Plant is not operational due to break down.
- 9.2.3. Concessionaire shall report to the Engineer-in Charge, the relevant data regarding operations, on periodic basis, as stated herein and as per the further mutual agreement with the Corporation.
- 9.3. *Accounting, Inspection and Auditing:* Concessionaire shall keep accurate and systematic accounts and records in respect of the Work hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the basis thereof.
- 9.4. *Concessionaire Personnel:*
- 9.4.1. Concessionaire shall employ and provide such skilled and experienced personnel as are required to carry out the Work. If the Corporation finds that any of the personnel have (a) committed serious misconduct or have been charged with having committed a criminal action, or (b) have reasonable cause to be dissatisfied with the performance of any of the personnel, then Concessionaire shall, at the Corporation's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Corporation.
- 9.4.2. Concessionaire shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of personnel.
- 9.5. *Service Level Agreement:* During the Term of the Agreement, Concessionaire needs to ensure the compliance of minimum service level parameters with respect to Work as detailed in Schedule 2 of this Agreement ("Service Level Parameters"). In case, Concessionaire fails to meet any of the Service Level Parameters, then the Corporation shall have the right to levy penalties as stated in Schedule 3 of this Agreement.
- 9.6. In extra ordinary circumstances if LMC requires the Concessionaire to process more than 2000 MT waste and contactors agrees to do so at the prevailing tender rate, such written instructions will be given to the Concessionaire after taking due approval for capacity enhancement from Municipal Commissioner.
- 9.7. During the Phase-2, Concessionaire will have full rights on all the By-Products and it shall be free to sell all the By- Products recovered/made from the Solid Waste Processing Plant including but not limited to RDF, Compost, recyclables etc.


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Concessionaire

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the daily processing of minimum 2000 MTPD is achieved. Until achievement of commencement the Concessionaire will be paid the processing fee as mentioned in clause 10.1.3 without any penalty for low processing.

- 10.1.3. During the Phase-2, in consideration of Concessionaire processing the Mixed Solid Waste and undertaking other Works, the Corporation shall pay the fee for operation and maintenance of the Solid Waste Processing Plant under Phase- 2 to Concessionaire on a monthly basis ("**Operation and Maintenance Fee**"). The Operation and Maintenance Fee for a month shall be calculated as per the records to be submitted as per the following formula:

$$\text{Operation and Maintenance Fee} = \{A * B\} - D$$

A: Per tons cost quoted by Concessionaire for the relevant

Operating Year;

B: Quantity of Mixed Solid Waste taken for processing.

D: Penalty as and when applicable mentioned in schedule 3.

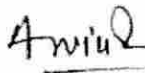
- 10.1.4. Concessionaire shall, by 5thDay of every month or in case the 5th Day is a holiday, then on following working Day of such month, submit to Corporation/Engineer-in Charge, a monthly bill providing the amount of bill payable by Corporation to Concessionaire for the operation and maintenance of Solid Waste Processing Plant. The Engineer In-Charge after deducting the penalties levied for such month approves the bill. The Engineer In-Charge shall review and approve the monthly invoice within a period of 10 (Ten) Days.

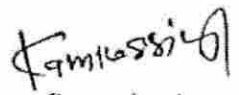
- 10.1.5. For the payment of first month of operations during Phase-2, the invoice, provided by Concessionaire shall relate to the period commencing from date of occurrence of commercial operation date (COD) till the end of the month and the invoice shall be submitted on the 5thDay of the succeeding month.

- 10.1.6. Along with the monthly invoice, Concessionaire shall submit the following:

- 10.1.6.1. Digitalized weighing recorded generated through the in-house weighing system established;

- 10.1.6.2. Daily record of the Mixed Solid Waste processed should be kept in specified format in discussion with the Engineer-in Charge;


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- 10.1.6.3. Reports regarding the quality of the by-products and other tests as per specified by the SWM Rules should be done through accredited labs and shall be submitted to the Corporation on a quarterly basis.
- 10.1.6.4. Measures regarding the compliances with the SWM Rules should be reported in the format as suggested by the Engineer-in Charge and accepted by Concessioner.
- 10.2. The Corporation shall, within a period of 15 (Fifteen) Days from the date of receipt of the monthly bill, pay to Concessioner the Fees in accordance with the formula given in clause 10.1.2. All the payments to Concessionaire shall be made by way of ECS or the norms prevailing of the Corporation.
- 10.3. The Phase-2 Payment and Operation & Maintenance Fee detailed herein are exempted from taxes under Sl. No. 3A, chapter 99 of Notification dt.28th June 2017 bearing No. 12/2017 since the supply of goods to the Corporation under this Agreement does not exceed 25% of the value of the Agreement. In case any new Taxes are imposed subsequent to the execution of the Agreement, then the Corporation shall make payment of the same to Concessionaire at actual.
- 10.4. LMC will make necessary budgetary provision/take essential approvals from competent authority to meet the monthly/yearly expenses occurred to operate and maintain the plant.
- 10.5. The LMC agrees to provide all financial or income tax benefits for the Project, including grants and subsidies, directly to the Concessionaire. LMC will not claim or file any applications to the disadvantage of the Concessionaire and will facilitate their grant or receipt.
- 10.6. The Parties hereby agree that the Project is a waste management project and that all revenues including revenue from scrap sale are derived from the performance execution of the waste management project will be owned by Concessionaire.

11. PERFORMANCE GUARANTEE

- 11.1. For assurance of successful operation of the project for the stipulated period a performance guarantee of 5% of the cost quoted for Phase 2 (Operation and Maintenance cost for 1 years) will be applicable. This performance guarantee will be calculated yearly, considering 5% of the operation and maintenance cost for that particular year.

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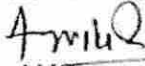
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Concessionaire will submit bank guarantee equal to 5 % of the operation and maintenance cost for that particular year at the start of that year. The said guarantee will be released after successful completion of the tender tenure. However, taking in account the performance of the Concessionaire for one year, LMC may consider releasing a part of performance guarantee after five years.

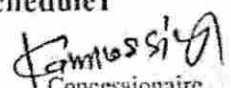
12. OBLIGATIONS OF THE CORPORATION

The obligations of the Corporation during Term of the Agreement shall be as follows:

- 12.1. On the Commencement Date, the Corporation shall give Concessionaire of the license to use and to enter into the Site for carrying out the Works on the terms contained herein. During the Term of this Agreement, the Corporation acknowledges and agrees that such license and possession shall be exclusive to Concessioner. However, the ownership rights shall always remain with corporation.
- 12.2. Nominate an Engineer-in Charge (as defined herein) with respect to providing prompt approvals to Concessioner.
- 12.3. The Corporation shall make arrangements for the electricity connection and water connection till the entrance of the Site location.
- 12.4. The Corporation shall provide Concessionaire all details and information in full regarding the Site including maps, documents, letters required from time to time to apply, comply with any Applicable Laws.
- 12.5. The Corporation shall provide the requisite support and documents to Concessionaire for the purpose of either applying for all approvals, permits, license, claiming capital subsidy/grant or any other such requirement.
- 12.6. The Engineer-in Charge nominated by the Corporation shall review the performance of Concessionaire. The Engineer-in Charge shall review based on the following actions or parameters within a reasonable time, in case no time is specified and if time has been specified, within the said time:
 - 12.6.1. Whether minimum requirement of the Solid Waste Processing Plant for processing of at least 1000 MT per Day of Solid Mixed Waste, as per the terms of this Agreement has been commissioned
 - 12.6.2. Whether the Work is done by Concessionaire as per the Schedule I


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here under;

- 12.6.3. In case of deviation from the Service Level Parameters, to levy penalty on Concessionaire as stated in **Schedule 2**; and
- 12.6.4. To review the monthly record submitted by Concessionaire regarding the quantity of the Solid Mixed Waste processed.
- 12.7. The Corporation shall use its best efforts to ensure that it shall provide Concessionaire such assistance as reasonably required for the execution of the Works.
- 12.8. Subject to the terms of this Agreement, during the Phase-2, the Corporation agrees to supply Mixed Solid Waste excluding waste of any other kind including Inert each Day to Concessionaire at the Site.
- 12.9. The Concessionaire shall process the mixed solid waste coming to processing plant, the Authority is currently working on the collection and transportation of segregated waste to processing plant and Concessionaire shall work according to this.

13. RIGHTS OF THE CORPORATION

- 13.1. The Corporation shall have the right to terminate this Agreement, in case of breach of terms and conditions of this agreement by the contractor or the work done by contractor is unsatisfactory or if Concessionaire is found engaged in Corrupt Practices, Fraudulent Practices, Collusive Practices or Coercive Practices during the execution of this Agreement.
- 13.2. The Corporation may limit/extend scope of Work to any stage Components and the payments shall be done up to that completion of Work till that stage
- 13.3. The Corporation shall have an absolute & exclusive right/title/interest in the Site provided and Concessionaire shall be user of such property solely for the purposes of this Agreement. The use of Site by Concessionaire does not imply of granting any title, right of ownership in any manner to Concessioner.

14. OBLIGATIONS AND DUTIES OF CONCESSIONAIRE

- 14.1. *General:* Concessionaire shall always act, in respect of any matter

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relating to the Agreement or to the Work, as faithful advisers to the Corporation, and shall at all times support and safeguard the Corporation's legitimate interests in any dealings with third parties.

- 14.2. *Standard of Performance: Concessionaire shall perform the Work and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods.*
- 14.3. *Conflict of Interest: Concessionaire shall hold Corporation's interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.*
- 14.4. *Theft of Machinery: In case of loss due to theft or damage to the assets; due to negligence of Concessionaire, Concessionaire shall be responsible for making good the same immediately at its own cost with the same specifications as the lost machine / equipment within a period of 60 (Sixty) days.*
- 14.5. *Accident/Mishaps during the operations and Maintenance: Concessionaire shall be solely responsible for running the operations and maintenance of the Solid Waste Processing Plant. In case any accident or mishap happens, then it shall be the responsibility of Concessionaire. LMC shall never be held responsible for the same.*
- 14.6. *Concessionaire shall not engage, and shall cause their personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Agreement.*
- 14.7. *Concessionaire shall maintain a proper record for daily quantity of the By-Products generated and for the disposal of the By-Products shall be maintained in the formats finalized in consultation with the Engineer-in Charge.*
- 14.8. *Concessionaire shall install, operate and maintain the Solid Waste Processing Plant in a prudent, reasonable, and efficient manner; and in with industry standards; and all Applicable Laws at Concessionaire's cost.*

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14.9. Concessionaire shall comply with all Applicable Laws for the operation, maintenance and management of the Solid Waste Processing Plant. Concessionaire shall apply for and obtain, all necessary permits, licenses and approvals (and renewals of the same) required to allow Concessionaire to install, operate and maintain the Solid Waste Processing Plant.

14.10. Concessionaire should neither place nor create nor permit any other person claiming through or under it to create or place any encumbrance over all or any part of the Solid Waste Processing Plant, or on any rights of Concessionaire therein, save and except as expressly set forth in this Agreement.

14.11. Concessionaire shall endeavor to ensure that project Site and facilities are not defaced by any kind of writings/posters.

Insurance: Concessionaire shall obtain and maintain the following insurance policies: Insurance for the Solid Waste Processing Plant against any damage from perils such as fire, riot and other natural calamities;

Workers' Compensation Insurance: Workers' compensation insurance as required by Applicable Laws, including employer's liability insurance for all employees of Concessioner.

Concessionaire shall follow all applicable state labour laws.

All costs incurred by Concessionaire with respect to payment to for insurances shall be borne by Concessionaire.

15. REPRESENTATION AND WARRANTIES

15.1. The Corporation represents and warrants to Concessionaire that each of the below representations and warranties contained in this Agreement (collectively, "Corporation's Warranties") are true, accurate, complete and not misleading as of the execution date of this Agreement and shall remain true during the entire duration of the Term:

15.1.1. The Corporation is the rightful owner of the title to the Site. The Corporation enjoys uninterrupted, quiet and peaceful possession of the Site, without any encumbrance whatsoever; or

15.1.2. The Corporation has all requisite power and authority to execute and deliver and perform their obligations under this Agreement. This Agreement is valid and creates a legally binding obligation on the

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Corporation, enforceable in accordance with its terms; or

15.1.3. The execution of this Agreement will not

(i) violate any Applicable Law or other restriction of any Authority, to which the Corporation are subject; or (ii) conflict with, result in a breach of, constitute a default under, or (iii) result in the acceleration of the right to terminate, modify or cancel, or require any notice for (other than as required under any Applicable Law or under this Agreement) any contract to which the Corporation is a party or by which it is bound or to which any part of the Site are subject; or (iv) result in the imposition of any encumbrance upon the Premises including Infrastructure or any part thereof; or

15.1.4. The Corporation has the legal right, title and interest to enter into this Agreement; or

15.1.5. The Corporation has used Site in all material respects and has obtained all the necessary permissions in the nature of permits and licenses in relation to the Site in accordance with all Applicable Laws. There is no existing or continuing act or omission of the Corporation, which, in any way, has given or will give rise to any material liability under any of such Applicable Laws. There are no obligations or agreements to which the Corporation is a party, which are void, illegal, unenforceable, registrable or notifiable under any Applicable Law; or

15.1.6. The Corporation undertakes that there is no litigation, investigation, action, suit, proceeding, claim or dispute pending or threatened against it which would in any manner restrict the right of Concessionaire to enjoy the possession of the Site.

15.1.7. The corporation undertakes that it will make required budgetary provisions and take all the essential approvals in order to be able to pay the concessionaire the monthly deus for the work done.

15.2. Concessionaire represents and warrants to Corporation that each of the below representations and warranties contained in this Agreement (collectively, "Concessionaire's Warranties") are true, accurate, complete and not misleading as of the execution date of this Agreement and shall remain true during the entire duration of the Term:

A. W. B.
LMC
अपर नगर आयुक्त
नगर निगम लखनऊ

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[Signature]
For Bhumi Green Energy

Director

- 15.2.1. Concessionaire has all requisite power and authority to execute and deliver and perform their obligations under this Agreement.
- 15.2.2. This Agreement is valid and creates a legally binding obligation on Concessionaire, enforceable in accordance with its terms;
- 15.2.3. The execution of this Agreement will not (i) violate any Applicable Law or other restriction of any Authority, to which Concessionaire are subject; or (ii) conflict with, result in a breach of, constitute a default under; or (iii) result in the acceleration of the right to terminate, modify or cancel, or require any notice for (other than as required under any Applicable Law or under this Agreement) any contract to which Concessionaire is a party or by which it is bound;
- 15.2.4. Concessionaire legal right, title and interest to enter into this Agreement;
- 15.2.5. There are no obligations or agreements to which Concessioner is a party, which are void, illegal, unenforceable, registrable or notifiable under any Applicable Law;
- 15.2.6. Concessioner undertakes that there is no litigation, investigation, action, suit, proceeding, claim or dispute pending or threatened against it which would in any manner restrict the right of Concessioner to comply with the provisions of this Agreement.

16. TERMINATION

- 16.1. The Corporation may terminate this Agreement in case of the occurrence of any of the events of default as specified in sub-clause 16.1.1 through sub-clause 16.1.10 (*both inclusive*) except sub-clause 16.1.8 and sub-clauses 16.1.9 of this Clause 16.1 (each an "Concessionaire's Event of Default").
- 16.1.1. If Concessionaire does not remedy a failure in the performance of their obligations under the Agreement, within 30 (thirty) Days after being notified or within any further period as the Corporation may have subsequently approved in writing;
- 16.1.2. If any information provided by Concessionaire in the submission of bid for the Tender is found to be false later on;

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नगर निगम लखनऊ

For Bhumi Green Energy

- 16.1.3. If Concessionaire creates any encumbrance on the Site/ Solid Waste Processing Plant in favor of any Person/third party If Concessionaire is not complying with applicable labor laws for the workers/staff deployed on the Solid Waste Processing Plant.
- 16.1.4. If Concessionaire becomes insolvent or bankrupt.
- 16.1.5. If Concessionaire, in the judgment of the Corporation has engaged in Corrupt Practices or Fraudulent Practices in competing for or in executing the Agreement.
- 16.1.6. If, as the result of Force Majeure, Concessionaire are unable to perform a material portion of the Work for a period of not less than 30 (thirty) Days.
- 16.1.7. If the Corporation, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.
- 16.1.8. If Concessionaire fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 19 hereof.
- 16.1.9. Concessionaire suspends or abandons the operations of the Solid Waste Processing Plant without prior consent of the Corporation, provided that Concessionaire shall be deemed not to have suspended/abandoned Solid Waste Processing Plant for a period of 3 (Three) years, if such suspension/abandonment was (i) as a result of Force Majeure Event and is only for the period such Force Majeure is continuing, or (ii) or on account of reach by the Corporation of its obligations under this Agreement.
- 16.1.10. Concessioner suffers an attachment being levied on any of its assets causing a material adverse effect on the Solid Waste Processing Plant and such attachment continues for a period exceeding 45(Forty Five) Days.

16.2. Consequences in case of Termination in Concessionaire's Event of Default.

- 16.2.1. Without prejudice to any other right or remedy which the Corporation may have in respect thereof under this Agreement, upon occurrence of an Concessionaire's Event of Default, the Corporation through Engineer in charge shall be entitled to terminate this Agreement by issuing a Termination Notice to Concessionaire,

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[Signature]
Concessionaire
For Bhumi Green Energy

provided that before issuing the Termination Notice, the Corporation shall by a notice in writing inform Concessionaire of its intention to issue the Termination Notice (the "**Preliminary Notice**"). In case the underlying Concessionaire's Event of Default is not cured within a period of 60 (Sixty) Days from the date of receipt of the Preliminary Notice ("**Cure Period**"), the Corporation shall be entitled to terminate this Agreement by issuing the Termination Notice.

16.2.2. Provided further that:

- a. If the default is not cured within 30 (Thirty) Days of the Preliminary Notice, the Corporation shall be entitled to encash the Performance Security with a notice to Concessioner ("**Encashment Notice**");
- b. If the default is not cured within 30 (Thirty) Days of Encashment Notice and afresh performance Security is not furnished within the same period, the Corporation shall be entitled to issue the Termination Notice.

16.3 By Concessionaire.

16.3.1. Concessionaire may terminate this Agreement, by not less than 30 (Thirty) Days' written notice to the Corporation, such notice to be given after the occurrence of any of the events specified in Clause 16.3.1 (a) through Clause 16.3.1 (c) of this Clause 16.3:

- a. If the Corporation fails to pay any money due to Concessionaire pursuant to the Agreement and not subject to dispute pursuant to Clause 19 hereof within 45 (forty-five) Days after receiving written notice from Concessionaire that such payment is overdue.
- b. If, as the result of Force Majeure, Concessionaire is unable to perform a material portion of the Work for a period of not less than 30 (thirty) Days.
- c. If the Corporation fails to comply with any final decision reached as a result of arbitration pursuant to Clause 19 hereof.

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For Bhumi Green Energy
Commissioner
Concessionaire Director

16.4. Payment upon Termination

16.4.1. Upon termination of the Agreement pursuant to Clauses 16.1 or 16.3, the Corporation shall make the following payments to the Concessioner: (a) payment pursuant to Clause 10 for Work performed prior to the effective date of termination including but not limited to Phase-I Electro-Mechanical Work Amount, if due; (b) except in the case of termination pursuant to Clauses 16.1.1 Through 16.1.7, and through 16.1.110 of Clause 16.1, the Corporation shall have the right to forfeit the Performance Guarantee as penalty under this Agreement. However, the Corporation shall make payment of the (a) Phase-I Electro-Mechanical Work Amount, if due; (b) Security Deposit; and (c) any Operation and Maintenance Fee outstanding under the Agreement. Under no circumstances, Concessionaire can take back/redeploy equipment's/machines/assets once deployed for this Solid Waste Processing Plant without written approval to do so by the Corporation.

Payment upon Termination on Corporation's Event of Default.

Except for payments stated in 16.4.1 (a) and 16.4.1(b), if there is termination on account of the Corporation's default, Concessionaire shall be entitled to the payment of a sum equal to the "Book Value" of the Solid Waste Processing Plant including any other outstanding payment under this Agreement. For the purpose of this clause "book value" shall have to be certified by an independent valuer as mutually agreed by the Corporation and Concessionaire. In this case, the Solid Waste Processing Plant will be the property of the Corporation after payment of "Book Value" is made to the Concessionaire.

17. INDEMNIFICATION AND LIABILITIES

17.1 *Indemnification by Concessionaire.* Concessionaire is obligated to defend and hold harmless the Corporation, its members, officers, directors, employees, and representatives from any claims related to Concessionaire's gross negligence, fraud, or wilful misconduct in connection with this Agreement and its obligations. Concessionaire bears all costs or expenses incurred.

17.2 *Indemnification by Corporation.* The Corporation is responsible for indemnifying and holding Concessionaire, its officers, directors, employees, agents, affiliates, and representatives from any claims related to gross negligence, fraud, wilful misconduct, anyone acting on the Corporation's behalf, title to and use of the Site for setting up the

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नगर निगम लखनऊ

Solid Waste Processing Plant, permissions and licenses, and misrepresentation in relation to Corporation's Warranties.

17.3 *Concessionaire Liability.* Concessionaire shall not be responsible for claims directly or indirectly related to hazardous materials present at the Site and before the date of the Agreement and with respect to hazardous materials supplied along with the Mixed Solid Waste. The Corporation shall defend, indemnify and hold Concessionaire harmless against all such claims.

17.4 *Corporation Liability.* The Corporation shall not be responsible for claims directly related to hazardous materials at the Site arising out of the grossly negligent or intentional acts of Concessionaire. This provision of the Agreement shall not be construed to require Concessionaire to take corrective action with respect to any hazardous materials at the Site before the date of this Agreement, which shall be the sole responsibility of the Corporation.

17.5 *Limit on Liability.* Notwithstanding anything contained herein, the liability of Concessionaire under this Agreement shall be limited to a sum equivalent to 3 (three) month's Operation and Maintenance Fee for the relevant Operating Year.

18. CONFIDENTIALITY

18.1 Concessionaire agrees to hold in confidence for a period of 03 (Three) Years from the date of disclosure, any information supplied to Concessionaire by Corporation or others acting on its behalf. Concessionaire further agrees, to the extent requested by the supplier of such information, to require its sub-Concessionaires, vendors, suppliers and employees to enter into appropriate non-disclosure agreements relative to such information, prior to the receipt thereof.

18.2 Corporation agrees to hold in confidence for a period of 03 (Three) Years from the date of disclosure, any information supplied to Corporation by Concessionaire or others acting on its behalf.

18.3 The provisions of this Clause shall not apply to information that was in the public domain, was already in the receiving Party's possession, or was received lawfully and free of any obligation to treat it as confidential.

18.4 If a receiving party discloses confidential information as per clause 18, they must inform the other party in writing, allowing the other party to seek a protective order or, at their discretion, waive compliance with the

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terms of the Agreement.

19. RESOLUTION OF DISPUTES

- 19.1 If any dispute or difference of any kind ("**Dispute**") arises between Corporation and Concessionaire in connection with, or arising out of, this Agreement, the Corporation and Concessionaire within a period of 30 (thirty) Days shall attempt to settle such Dispute in the first instance through discussions. The representatives of the Corporation and Concessionaire shall promptly confer and exert their best efforts in good faith to reach a reasonable and equitable resolution of such Dispute.
- 19.2 If the Parties are unable to resolve the Dispute using the procedure described in this Clause within a period of 15 (fifteen) business Days, either Party may deliver notice to the other Party of its intent to submit the Dispute to arbitration ("**Arbitration Notice**"). The Arbitration Notice shall include the specific issues concerning the Dispute which must be resolved through arbitration.
- 19.3 The arbitration shall be conducted by a sole Arbitrator to be mutually appointed by the Parties. The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act of 1996 or any statutory modification thereof. Unless otherwise agreed by the Parties, the venue of arbitration shall be Lucknow.
- 19.4 During the pendency of any arbitration, Concessioner and Corporation shall continue to perform their obligations under this Agreement.

20. MISCELLANEOUS PROVISIONS

20.1. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of India. The courts at, Lucknow Jurisdiction on the matters arising from or in connection with the Agreement.

20.2. *Assignment or Subletting*

20.2.1. Concessionaire shall not assign, transfer or encumber its interest in the Agreement, or any other right, privilege or license conferred by this Agreement, either in whole or in part, without prior consent of the Corporation. Furthermore, Concessioner may not sublet or encumber the Site, or any part of it, without prior written consent of the Corporation. Any attempted assignment, transfer, encumbrance or sublease without the prior written consent of the Corporation

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Concessionaire
For Bhumi Green Energy

Director

shall be voidable at Corporation's discretion.

20.3. Force Majeure.

20.3.1. If either Corporation or Concessioner is rendered wholly or partially unable to perform its obligations under this Agreement (other than payment obligations) due to a Force Majeure Event, the Party affected by such Force Majeure Event shall be excused from whatever performance is impaired by such Force Majeure Event, provided that the Affected Party promptly, upon learning of such Force Majeure Event and ascertaining that it will affect its performance hereunder:

- a. promptly gives notice to the other Party stating the nature of the Force Majeure Event, its anticipated duration, and any action being taken to avoid or minimize its effect; and
- b. Uses its reasonable commercial efforts to remedy its inability to perform. The suspension of performance shall be of no greater scope and no longer duration than that which is necessary. No obligations of either Party which arose before the occurrence causing the suspension of performance and which could and should have been fully performed before such occurrence shall be excused as a result of such occurrence. The burden of proof shall be on the Party asserting excuse from performance due to a Force Majeure Event.
- c. Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure Event.
- d. Payments: During the period of their inability to perform the Work as a result of an event of Force Majeure Event, Concessionaire shall be entitled for time extension for such period.
- e. The Lucknow Municipal Corporation will bear the cost of re-activating the project if the project is damaged due to the above natural or man-made disaster under force measure.

20.4. Notices.

20.4.1. All notices and other communications (collectively "Notices") required or permitted under this Agreement shall be in writing and shall be given to each Party at its address. All Notices shall be (i) delivered personally; or (ii) sent by electronic mail, registered mail (return receipt requested and postage prepaid); or (iii) sent by Speed Post acknowledgment due. Notices shall be deemed to be given (A) when transmitted if sent by electronic mail; or (B) upon receipt by the intended recipient if given by any other means.

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Amish
For Bhum Green Energy

Director

Notices shall be sent to the following addresses:

To Bhumi Green Energy:

Director

Bhumi Green Energy

Narayan Bagh, Magarpatta,

Hadapsar Pune-411028

Email: bhumigreenenergy@gmail.com

To the Corporation:

Municipal Commissioner

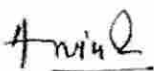
Office of the Municipal Commissioner, 1ST floor,

LMC Bhavan,

Main Building, Triloknath Marg,

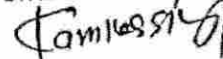
Lalbagh, Lucknow.

- 20.5. *Entire - Agreement.* The tender document, Prebid minutes, all corrigendum's, letter of intent, work order shall be considered part and parcel of agreement. This Agreement and any recitals, schedules or exhibits annexed hereto, and any notations, amendments made to this Agreement by the Parties in writing sets forth the entire Agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes all prior oral and written agreements, Tender, understandings, representations, conditions and all other communications relating thereto.
- 20.6. *Severability.* Any term or provision of this Agreement which is determined by a competent authority to be invalid, illegal, prohibited or
- 20.7. unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality, prohibition or unenforceability without invalidating or rendering illegal, prohibited or unenforceable the remaining terms and provisions hereof, and any such invalidity, illegality, prohibition or unenforceability in any jurisdiction shall not invalidate or render illegal, prohibited or unenforceable such term or provision in any other jurisdiction. To the full extent permitted by the Applicable Laws, the Parties hereto waive any term provision prohibited or unenforceable in any respect.
- 20.8. *No Waiver.* Failure to exercise, or any delay in exercising, any right or remedy provided under this Agreement or by Applicable Laws shall not constitute a waiver of that or any other right or remedy, nor shall it


LMC

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For Bhumi Green Energy



Concess Director

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preclude or restrict any further exercise of that or any other right or remedy. Further, no single or partial exercise of any right or remedy provided under this Agreement or by Applicable Law shall preclude or restrict the further exercise of that or any other right or remedy.

20.9. *Amendment.* Notwithstanding anything contained herein, any modification or variation of the terms and conditions of these standard terms, including any modification or variation of the scope of the Work, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party

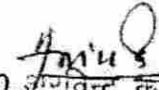
IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized officers as of the date set forth in the preamble to this Agreement.

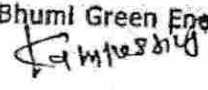
SIGNED AND DELIVERED

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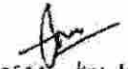
On behalf of Lucknow Municipal Corporation by

On behalf of Bhumi Green Energy

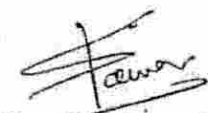

(डा. जितेंद्र कुमार वर्मा)
अपर नगर आयुक्त
नगर निगम, लखनऊ

For Bhumi Green Energy

Director

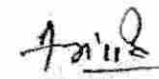
Witnesses:

Name:  JITENDRA K. VERMA

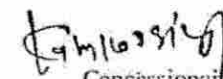
Address: N.M. LUCKNOW

Name:  Shambhura Pawar

Address: 679/2, Ribnewadi, Balaji Soc,
Pune 37.


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For Bhumi Green Energy

Director

SCHEDULE 1**Part A****Scope of Work****1.1 Scope of work for ("Concessionaire")**

The current project intends to undertake the work in two phases

1. Phase 1: To design, engineer, procure and construct solid waste processing plant for mixed waste of capacity of minimum 1000 TPD extendable up to 2000 TPD.
2. Phase 2: To carry out the operation and maintenance of the same for the period of 3 years.

Scope of work is as defined below. However, any item of work required to be carried out as per the Contract for proper and satisfactory completion of the work with good standard of workmanship shall be deemed to be included in the scope of work with no additional cost for such items, whether or not specifically included/described.

1. The scope of work of the Concessionaire includes design, procurement, construct and establish, along with operation and maintenance of processing unit for the mixed waste processing facility with the capacity of the daily processing of minimum 1000MT of mixed waste, working for 365 days of the year along with the sole responsibility of the Concessionaire for the disposal of the by-products.
2. It will be the responsibility of the Concessionaire for Preparation of Process, Hydraulic, Civil, Mechanical, Piping, Electrical and Instrumentation Design and Drawings including Construction, Architectural and As-built Drawings.
3. Procurement, supply, installation, testing and commissioning of all the Electrical Equipment including HT and LT Panels, Cables, Cable Trays, Earthing Materials, Lighting Fittings & Fixtures, Local Push Button Stations, Junction Boxes, etc. required for mechanical set up of Machinery
4. Procurement, supply, installation, testing and commissioning as well as operation and maintenance of hardware and software required to be integrated with the IT interface of Lucknow Municipal Corporation.

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For Bhumi Green Energy
Amir
Concessionaire
Director

5. The Concessionaire will make suitable recommendations to LMC for refurbishments of the existing shed as per requirements of bidder to process minimum 1000MTPD. The work will do by LMC.
6. The Concessionaire will be responsible for digitizing the weighbridge (one at entry point and one at exit point of the facility) including advance technology by making provision of the required hardware, software and the operator for the same including CCTV systems.
7. The Concessionaire shall submit his Construction/erection/installation Program within 14 days of Letter of Commencement of Work / Work Order describing in detail the mobilization and requirement of labour and equipment in the form of CPM analysis and notes, working process for main activities/critical activities/new activities, monitoring of work progress, financial planning and cash flow charts, survey and layout, construction methodology, quality plan including mix design requirements, approved external laboratory facilities, testing frequencies, acceptance criteria, calibrations, control of non-conformities, details of site quality records, various documentation in formats approved/issued by the Engineer, performance of tests etc., approved vendor list for various standard materials like cement, steel, bitumen, concrete frames, tiles, plumbing and electrical fixtures, wood, plywood, steel and accessories and flushed doors etc. The Concessionaire shall prepare requisite documents, its submission on time, coordination, follow-up with concern statutory for e.g. Police/Labour/Health/Power/Water/Telecommunication and other Authorities to obtain requisite permission, NOC, supply and avail their facilities and to perform legal formalities to avoid any encumbrance on work programme
8. The Concessionaire needs to install suitable combination of following equipment in order to achieve size/density separation, size reduction and material handling depending on the site.
9. Installation of various supplementary systems in compliance with the MSW rules 2016 like that of fire safety, odour control etc.
10. Preparation and submission of As-built Drawings and mass balance diagram of the processing plant and Operation & Maintenance Manuals for Mechanical, Electrical & Instrumentation Items.

A. W. I. L.

LMC

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For Bhumi Green Energy
[Signature]
 Concessionaire
 Director

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11. Concessionaire to make recommendation for refurbishment of existing Scientific land fill for disposal of rejects/inert.
12. Concessionaire to Suggest provision for Leachate treatment for leachate generating from the fresh waste and SLF.
13. Concessionaire to make provision for processing and disposal of C&D waste received in MSW.
14. Any other item not mentioned specifically but necessary as per good engineering practice, safety norms and successful operation and guaranteed performance for the entire facility shall be deemed to be included within the scope of work and provided by the Concessionaire at no extra cost to LMC as necessitated.
15. Concessionaire may give proposal for making provision of essential facilities for final disposal of by-products produced which will make the fresh waste management process more sustainable, reliable, scalable and time saving for LMC. LMC may consider the Concessionaire proposal for extended time period as per mutual agreement in the interest of Municipal solid waste management and health of Lucknow City If the performance of contractor in the initial phase of operation and maintenance is satisfactory i.e. processing at minimum 90% of design capacity for continuous period of 12 months.
16. Commissioning and operation and maintenance of the plant for 3 years period which will be extended as per requirement of LMC depending on the overall performance of the plant after taking due administrative approvals.
17. The LMC shall make arrangements for the electricity connection till the entrance of the project site. Any further work regarding the electricity line will be done by contractor. The payment of the electricity bill will be the responsibility of the Contractor.
18. Concessionaire will apply and seek necessary statutory permissions like consent to operate etc. The compliance of all the norms will be responsibility of contractor. LMC will provide all the necessary support and documentation required for the same.

Note: - Final Layout and Machineries of the plant will be decided mutually and Concessionaire is free to use any machineries for the best practices.

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For Bhumi Green Energy
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Concessionaire
Director

SCHEDULE 1
PART-B
SCOPE OF WORK DURING PHASE-2

Phase 2:

1. Commissioning and operation and maintenance of the plant for 3 years period which may be extended as per requirement of LMC depending on the overall performance of the plant after taking due administrative approvals.
2. The LMC shall make arrangements for the electricity connection till the entrance of the project site. Any further work regarding the electricity line and the payment of the electricity bill will be the responsibility of the Concessionaire.
3. The LMC shall make arrangement for the water line and will provide connection within the project site. Any further work regarding the water line and the payment of the water bill will be the responsibility of the Concessionaire.
4. Procurement and supply of all Spares, Tools & Tackles required during O&M Period.
5. Operation and maintenance of the plant will also include the sole responsibility of the timely disposal of the by-product generated from the process.
6. The system for conveyance of the rejects from the processing plant site to the landfill or any other site as specified by the LMC will be that of the Concessionaire.
7. The Concessionaire holds the rights to sell the RDF, compost or the recyclables and/or dispose it of scientifically complying with MSW rules 2016 and environmental rules and regulations applicable for the same.
8. The Concessionaire shall erect at least 1(one) signboard with details (capacity, methods, facility details) about the processing facility in local language, Hindi and English of a size not less than 2 ft by 4 ft each adjacent to the main entrance in a manner that is ordinarily visible to any person using such entrance.

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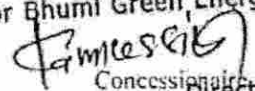
For Bhumi Green Energy
Commissioner
Concessionaire
Director

SCHEDULE-2**SERVICE LEVEL PARAMETERS**

Concessionaire needs to ensure following minimum Service Level Parameters with respect to the work:

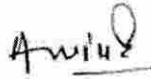
1. The operations are required to be conducted by the Concessionaire for all days of the year i.e. 365 days.
2. The quantity of the waste processed per day should not be less than 90% of the installed capacity on a monthly basis.
3. The Concessionaire shall ensure to meet the schedule milestones, quality and safety requirements of all works as mentioned in the scope of work.
4. The constructed plant should meet all the standards and quality parameters set forth by the LMC.
5. In case of any major breakdown, the Concessionaire has to inform the LMC officials immediately, and work to resolve the issue expediently.
6. The Concessionaire is to ensure the proper housekeeping of the site at all times as per the safety and health norms as specified in related rules and regulation in consultation with the concerned Engineer so as to comply with MSW rules 2016 and other environmental rules and regulations prevalent in India. With campus showcasing the awareness slogans regarding the solid waste management.
7. The Concessionaire shall design standard operating procedures (SOP) for the operation of Solid waste processing plant and get approved by the engineer in charge and run the plant accordingly to this SOP.
8. The Concessionaire shall also supply operation and maintenance manual, showing detailed operation procedures and maintenance measures. The functioning of the plant should be described in the same for understanding of the other visitors.
9. The complaints received on the LMC Care portal in relation to issues regarding the processing unit site will be forwarded to the Concessionaire.

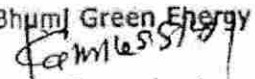

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नगर निगम लखनऊ

For Bhumi Green Energy

Concessionaire Director

All complaints to be attended within 6 hours of complaint register. A record of all such complaints to be submitted to LMC on monthly basis by 5th day of next month. The LMC care complaint handling cell numbers should be displayed at the project site.

10. Data obtained from the digitized weigh bridge records will be considered for the payment calculations.
11. The Concessionaire shall ensure health and safety of the staff working at the processing facility.
12. As regard any mishap/accident happened on at the site, the Concessionaire will have to take the complete responsibility of the same, right from registration of police complaint and facing court trials.
13. Concessionaire shall adhere to norms of Minimum Wages Act and other applicable labor laws including PF/ESIC etc. Salaries of all the employees to be done on time as per applicable rules governed by labor laws in the state. It shall be the duty of the Concessionaire to ensure that proper documentation is maintained as per various labor laws.
14. A proper toilet facility along with regular maintenance and cleaning within the premise for its staff.
15. Proper record for daily quantity of the byproducts generated and for the disposal of the byproducts should be kept in the formats finalized in consultation with LMC.
16. The byproducts should not be stored for more than 30 days within the site area. Any issue relating to the disposal of by product and storage of the byproduct for more number of days than the prescribed time limit should be conveyed to the appointed LMC staff in written.
17. The by products produced should be tested by the Concessionaire at his own cost once in every month and should supply the test results within the first five days of the next month.
18. The Concessionaire should ensure that the project site is clean and tidy during contract period. Washing of area should be done periodically to ensure cleanliness at project site at any point of time.


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For Bhumi Green Energy

Concessionaire
Director

19. Create facilities and make arrangements for controlling/ mitigating the emission, pollution and contamination (Environment impact) of air, water and soil including mitigation of odor and noise pollution at the cost of the Concessionaire.
20. The Concessionaire shall be responsible to utilize odor control measures. Odor shall be controlled and minimized through application of deodorant or scientific method and also planting suitable foul odor suppressing plants.
21. Provision for water storage in minimum 50,000 liters for firefighting purpose.
22. The Concessionaire has to ensure that the operations of the project do not cause any nuisance to the citizens in the area. Any complain received by the LMC from the neighboring citizens has to be resolved by the Concessionaire by taking all necessary measures.
23. The Concessionaire will have to remove any person employed on the work if so desired by the Review Committee/LMC for any reason.
24. The Concessionaire will have to follow all existing rules and regulations of the Government & labor department or as amended from time to time regarding the labor employed by him without entitling him for any extra claim on this account.
25. The Concessionaire should, in case at any point of time should comply with the MSW rules 2016 and environmental rules and regulations prevalent in India.
26. The Concessionaire shall be responsible and bear all the penalties imposed for mismanagement or any non-compliance of waste processing facility.

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For Bhumi Green Energy
Concessionaire
Director

SCHEDULE-3 PENALTIES

Sr. No.	Penalty Description	Penalty Amount
1.	If the Concessionaire fails to handle the 90% of the monthly expected Municipal Solid waste to be processed i.e. 30000MT (0.9*30000=27000MT), a penalty of 2% of the tipping fee will be levied on the amount of difference or shortfall of the expected and the processed MSW that month.	
2.	If the amount of reject generated is greater than 15% of the monthly expected MSW waste to be processed, a penalty of 5% of the tipping fee per ton will be levied on the excess amount of reject generated on monthly basis.	
3.	Noncompliance to SWM rules 2016 and the other Environmental Standard notified by the regulatory authorities or as specified in the contract.	As penalty imposed by UPPCB
4.	Noncompliance of safety standards, use of personal protective equipment by the workers.	Rs. 1000/- per Incidence per day till the compliance of the failure in addition to the Penalties/ Actions imposed by various authorities.

Additional penalty clauses

S.no	Condition	Means Of Verification	Details	Penalty imposed
5.	Weighbridge is non-operational at Processing facility due to breakdown for a consecutive period of 4 days	Daily check by LMC	Two weighbridges installed at entry and exit points of the facility.	INR 5000 per day after 4 days
6.	Spillage/ Leachate at processing site	Daily Inspection by LMC	Two days	1st Day: INR 10000 per instance 2nd consecutive day: INR 15000 per instance

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Concessionaire

For Bhumi Green Energy

Director

7.	Penalty on non-processing of waste	Daily digital logs to be checked by LMC	four days	If the waste is not processed within 3 days- Deduction of 20% tipping fees of unprocessed waste quantity. If the waste is not processed within 4 days- Deduction of 30% tipping fees of unprocessed waste quantity. Beyond 4 days- Deduction of 40% of tipping fees of unprocessed waste quantity + disciplinary action deemed fit by LMC.
8.	Failure to achieve COD within 30 days of the Scheduled project completion date	Inspection by LMC	30 days from scheduled project completion date	0.5% of the Performance Security per day of delay beyond 30 days

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For Bhumi Green Energy
For m/s 5316
Concessionaire
Director



उत्तर प्रदेश UTTAR PRADESH

Agreement

This Agreement "Solid waste processing" is made and entered into on this 08/11/2023 between Lucknow Municipal Corporation, represented by Environment Engineer, hereinafter referred to as the "Municipal Corporation," and Horizon Solution, a company registered under the laws of India, having its principal place of business at Rampur Chhapar, Jabalpur, M.P following the work order no. D/547/EE/23 Dated: 09.10.2023 hereinafter referred to as the "Concessionaire".

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Municipal Corporation and the Horizon Solution agree as follows:


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1.Security Deposit:

The Concessionaire has submitted 5% of the tender value in the form of D.D. No. "791527,791528,791529,791530,791520" which amounts to Rs: 3843000/- as the performance security pledged to the Municipal Commissioner, Lucknow Nagar Nigam against the work allotted to concessionaire. This will be released after completion of the Project.

2.Concession period

The concession period for the Project shall be of Three (3) months from the date of COD of project. Nagar Nigam Lucknow intends to implement "treatment of daily waste generated from Lucknow Municipal Corporation, Lucknow at Shivari by utilizing scientific method" ("the Project") through selection of contractor, by awarding a 3 months Concession period.

3.Scope of Work:

Approximately 2000 Metric Tons of daily Waste are estimated on a daily basis in Nagar Nigam Lucknow area.

The contractor shall be responsible for:

1. Supply/Hiring/Repairing of all the machinery / equipment required for treatment of the daily waste.
2. Preparation of the site and arranging for electrical power supply.
3. Monitoring & supervising the progress of waste treatment job on daily basis. Daily Progress Report (DPR) of the treatment job against each assigned site from the start of the activity till its completion shall be submitted on daily / monthly basis.
4. Ensuring quality of treatment as per CPCB /UPPCB guidelines.
5. The site shall be jointly inspected with LMC representatives.
6. Completion of the assigned waste treatment job in all respect.

Project Financing & Investment: All the capital expenditure upon Hiring/Supply/Repairing of 2000 MTPD Municipal Solid Waste Processing Plant shall be done by concessionaire.


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Hiring/Repairing of Machinery: The Concessionaire shall be responsible for Repairing of existing Machinery or hiring of machinery required for processing of accumulated at defunct Processing Plant, Shivari, Lucknow (Lat. 26°47'51.32"N Long. 80°46'47.66"E), Lucknow Nagar Nigam in Uttar Pradesh, on a short-term Operate and Transfer basis within the stipulated time frame as mentioned under the draft Concession Agreement. The said site of the processing plant shall be handed over by the LNN to the Concessionaire on a temporary basis, in terms of the Concession Agreement, prior to the Compliance Date.

Segregation and Processing of Waste:

1. Segregation of waste at the processing site.
2. Processing of the MSW using a suitable technology and management of the products and residual inert generated from processing.
3. Biodegradable waste shall be processed by any suitable technology compatible with existing infrastructure that maybe composting, vermin composting, anaerobic digestion, or any other appropriate biological processing for stabilization of waste. It shall be ensured that compost or any other end product shall comply with the standards specified in SWM Rules- 2016.
4. Mixed waste containing recoverable resources shall follow the route of recycling
5. After recovery of recyclable, the mixed dry waste shall be converted to Refused Derived Fuel.
6. Post processing residual inert shall be dumped in SLF designated by LMC

Manpower: The Concessionaire shall be responsible for deployment of all manpower for processing of Waste including the key personnel for the management and supervision of all Project-related activities. (This would include the designation of suitably qualified personnel for areas such as contract administration and supervision, construction management, safety, environmental management, plant and equipment maintenance, procurement, materials management, and quality control),

Co-ordination with LNN:

1. The Concessionaire shall provide project related information at regular interval in the form and manner as prescribed by LNN. In case of any law & order problems,


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the Concessionaire shall inform promptly the LNN about the same and will act as per the direction of the LNN.

2. The Concessionaire shall be responsible for all other activities apart from activities as listed above towards successful implementation, operation, maintenance, and management of the project in line with Solid Waste Management Rules, 2016 (hereinafter referred as the "SWM Rules 2016"), SBM-2 guidelines or as revised from time to time and Good Industry Practices.
3. Smart Solid Waste Processing monitoring systems {INFORMATION & COMMUNICATION

TECHNOLOGY (ICT): The Concessionaire would be responsible for setting up a smart IOT based monitoring system to record data related to receipt of waste, Processing of waste, Sale and disposal of products and disposal of residual inert material. Entire campus of processing plant shall have sufficient number of CCTV camera connected to central command and control center.

1. The Concessionaire would procure, finance, operate and maintain the Project during the Concession Period of 3 months on a Operate – Transfer basis. The Project would be transferred back in good running condition to the ULBs at the end of the Concession Period.
2. The Concessionaire shall be provided Processing Fee. The Concessionaire shall at its cost, expenses and risk make remaining required financing arrangements, in a timely manner as would be necessary to implement the Project.
3. The Concessionaire shall adhere to the Construction Requirements and achieve Commercial Operations Date (COD) on or before the Scheduled Project Completion Date, as specified in the Concession Agreement.
4. The Concessionaire shall operate and maintain the Project in accordance with the O&M Requirements.
5. Procurement of machine, equipment and vehicle should be done on approval of LNN and PMU.

4. Disposal of DAILY waste

- (i) The Concessionaire shall dispose of all Post Processing inert Residue Waste from daily waste processing site to SLF provided by LMC.


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(ii) Concessionaire is responsible to dispose of all product like RDF, bio Soil, C&D Waste according to prevailing law within one week from the site on regular basis.

5. Labour Laws

The concessionaire shall exclusively be responsible for compliance of all labor related laws, accidents/accident claim(s) during collection, transportation, and dumping of DAILY waste etc. during the concession period.

6. LMC will arrange for:

1. LMC will provide existing equipment's & Machinery available at site.
2. A tipping fee will be provided to Concessionaire by Lucknow Nagar Nigam for Processing of daily Waste to the Concessionaire.
3. The tipping fee shall be paid to the Concessionaire as per the deposit receipt/ gate pass or the weighment slip generated by weighbridge at daily waste processing site at Shivari, Lucknow.
4. The Concessionaire shall at its cost, expenses and risk make repairing/hiring of machinery & equipment's required financing arrangements, in a timely manner as would be necessary to implement the Project, and to meet all of its obligations under the Agreement
5. LMC shall be responsible for Electricity Connection and Concessionaire will pay electricity bills. The work may be split into two parts solely on discretion of LMC at the rate of Lowest Bidding Entity.
6. The Concessionaire shall make profit from compost, recovery of recyclables. The bidder shall also dispose of all Post Processing Residue Waste (i.e., RDF & Inert) from processing of daily MSW on his own cost.

7. Safety:

1. The contractor must ensure that all safety norms & other statutory regulations related to Waste Processing are strictly adhered by his workers.
2. Work will be done normally during day light hours. However, in case of emergency, work may have to be done beyond normal working hours


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नगर निगम, लखनऊ



with due consent from concerned Plant Manager / Engineer / Site In-charge / Officer.

8. Work Monitoring Body:

1. Contractor will appoint their experts and trained field workers for execution of job and a coordinator for monitoring of work on daily basis. Likewise, LMC will also arrange coordinator(s) and Installation Manager(s) / Field Managers / Safety Officers to monitor the work.
2. All the associated costs related to the said contract viz. accommodation, lighting arrangement, logistics, tools & tackles, PPE's, water pumps, Excavator(s), any expert etc. are to be borne by the contractor.
3. The contractor / his / her authorized representative shall have to report to the LMC's Office / site within 12 hours' notice or whenever there is instruction through phone calls for job related issues.

9. Terms:

This Agreement shall be in effect for a period of three months, from the date of commencing, and shall be extend with the mutual consent of both the parties.

10. Performance Standards:

1. The Concessionaire shall perform the services with due care, professionalism, and in compliance with all relevant laws and regulations.
2. The Concessionaire shall employ appropriate waste management techniques to minimize environmental impact and promote sustainability.
3. The Concessionaire shall ensure that its personnel engaged in waste processing are adequately trained and possess the necessary qualifications and certifications.

11. Payment and Billing:

1. The Municipal Corporation shall compensate the Concessionaire for the services rendered based on the agreed-upon payment terms and rates specified (427/- per MT).

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नगर निगम, लखनऊ



2. The Concessionaire shall submit their invoices on 1st of every month to the Municipal Corporation for the services provided, accompanied by relevant supporting documents.
3. Municipal Corporation shall release payment after duly verification on the bill submitted.

12. Quality Assurance and Reporting:

1. The Concessionaire shall maintain records of waste processing activities, including quantity, type, and disposal method, and provide reports to the Municipal Corporation as per the agreed-upon frequency.
2. The Municipal Corporation reserves the right to conduct inspections and audits to verify compliance with the terms of this Agreement.

13. Confidentiality:

Both parties shall maintain the confidentiality of any proprietary or sensitive information disclosed during the course of this Agreement.

14. Governing Law and Jurisdiction:

This Agreement shall be governed by and construed in accordance with the laws of India. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Lucknow.

Environment Engineer अभियन्ता
नगर निगम, लखनऊ
Lucknow Municipal Corporation

Witness:

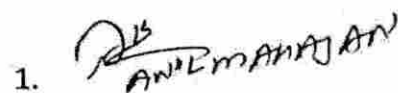
1. 

2. Naresh Kishore

Authorized Signatory

Horizon Solutions

Witness:

1. 
Anil Manojan

2. 
Pawanesh Tripathi



ANNEXURE P/8**UTTAR PRADESH POLLUTION CONTROL BOARD**

Letter No.-120085 /C-6/M.S.W-1124

Date:-9/12/2024

To,
Municipal Commissioner,
Municipal Corporation,
Lucknow.

That for disposal of municipal solid waste generated from Lucknow city, Municipal Solid Waste Processing Plant is established and operated in Village-Shivri, Mohan Road, Lucknow, which was earlier being operated by M/s Ecogreen Energy Pvt. Ltd. Thereafter, currently the said unit is being operated by M/s Bhoomigreen Energy Lucknow, 7, 703, Aashiyana B, Shaheed Path, Lucknow from March, 2024.

That in compliance with the order dated 11.09.2024 passed in OA No. 607/2024 New Item titled "In Lucknow,s waste-side story plastic peril paints grim picture "appearing in The Hindustan Times dated 22.04.2024 filed in Hon'ble National Green Tribunal, New Delhi, the inspection of Municipal Solid Waste Processing Plant, Shivri, Mohan Road, Lucknow, established for treatment of Municipal Solid Waste in District-Lucknow,

was done by the authorized officers of Regional Office, UP Pollution Control Board, Lucknow on 05.12.2024. Unit representative Shri Shambhu Raj Pawar (Manager, Bhoomigreen Energy) was present at the time of inspection.

That according to the data presented by the Municipal Corporation, Lucknow from March 1, 2024 to November, 2024, an average of 2395 metric tons/day of municipal solid waste is reaching the Solid Waste Processing Plant located on Mohan Road from the Lucknow Municipal Corporation area. For its treatment, currently a processing plant of only 700 metric tons/day capacity has been established, which has been started operating since last one week by M/s Bhoomigreen Energy Lucknow, 7, 703. Aashiyana, B, Shaheed Path, Lucknow. At the time of inspection, the said plant was found to be operating, which has insufficient capacity in relation to the municipal solid waste generated and is a violation of the Solid Waste Management Rules, 2016.

That 10 MRF centers have been established in the Municipal Corporation area for disposal of plastic and other waste generated from Lucknow Municipal Corporation, out of which 01 MRF center (Gwari Chauraha, Gomti Nagar, Lucknow) is mechanized operated. 08 are manual based and 01 other is under construction. The mechanized MRF center has been

operated from September, 2024. At the time of inspection, details of material recovery from 01 September, 2024 to 30 November, 2024 have been made available. Details of waste recovery generated from other MRF centers have not been made available.

That for the treatment of leachate generated from the said processing plant, a leachate treatment plant of 250 KLD capacity was to be installed, but at the time of inspection, a leachate treatment plant of 25 KLD capacity was found installed, which was not found to be operational. Consent (Water and Air) for 1200 MT/day capacity in the name of M/s MSW Processing Plant, Village-Shivri, Tehsil-Sarojini Nagar, Lucknow has been issued till 31.12.2023 through State Board's reference no.-179818/UPPCB/Lucknow(UPPCBRO)/CTO/LUCKNOW/2023 dated 15.05.2023 and authorization for Municipal Solid Waste has been issued till 16.03.2027 through reference no.-4/UPPCB/Lucknow (UPPCBRO)/SWM/LUCKNOW/2023 dated 17.03.2023. Presently The unit has not obtained consent (water and air) and is found not complying with the conditions mentioned in the solid waste authorisation issued, which is a violation of the Solid Waste Management Rules, 2016.

That the plant in question is currently being operated without obtaining consent and is treating only 700 MT/day of municipal solid waste as against the generated capacity, which is in violation of the provisions of the Solid Waste Management Rules, 2016 by the Municipal Solid Processing Plant. Therefore, environmental compensation is to be imposed on the plant in question as per the guidelines issued by the Central Pollution Control Board (Report of the CPCB in-house Committee on Methodology for Assessing Environmental Compensation and Action Plan to Utilize the Fund) for a total of 340 days, considering the default period from 01.01.2024 to the date of inspection 05.12.2024. The assessment of environmental compensation is as follows:

Sr. No	City	Lucknow city
1	Population (2011)	31,01,263 (as per plant record of 110 wards)
2	Class	Million-plus City
3	Waste Generation (kg per person per day)	0.5 kg
4	Waste Generation (TPD)	2395 (as per data provided by Nagar Nigam, Lucknow)
5	Waste Disposal as per Rules (TPD)	700
6	Waste Management Capacity Gap (TPD)	1695
7	Calculated EC (Capital Cost Component) in Lakhs	3721.51* (but calculation considered as <i>Part A</i> = 4068)
8	Min/Max EC (Capital Cost Component) recommended by Committee (Lakhs)	Min 500; Max 5000

Sr. No	City	Lucknow city
9	Final EC (Capital Cost Component) (Lakhs)	4068
10	Calculated EC (O&M Component) (Lakhs/day)	31.01
11	Min/Max EC (O&M Component) recommended (Lakhs/day)	Min 0.5; Max 5.0
12	Final EC (O&M Component) (Lakhs/day)	5.00
13	Calculated Environmental Externality (Lakhs/day)	0.687
14	Min/Max Environmental Externality recommended (Lakhs/day)	Min 0.50; Max 0.60
15	Final Environmental Externality (Lakhs/day)	0.68

ENVIRONMENTAL COMPENSATION CALCULATION (TRANSLATED)

Environmental Compensation (EC) = Part A + Part B + Part C

- **Part A:** $2.4 \times (\text{Waste Generation} - \text{Waste Disposed as per Rules})$
 $= 2.4 \times 1695 = \mathbf{4068 \text{ lakhs}}$
- **Part B:** Final O&M Cost Component $\times N$
 $= 5 \times 340 = \mathbf{1700 \text{ lakhs}}$
- **Part C:** Environmental Externality $\times (\text{Waste Generation} - \text{Waste Disposed}) \times N$
 $= 0.68 \times 1695 \times 340 / 100000$
 $= \mathbf{231.2 \text{ lakhs}}$

Total Environmental Compensation = 4068 + 1700 + 231.2 = 5999.2 lakhs

(i.e., ₹59 crore 99 lakh 20 thousand only)

Accordingly, demand notice No. 1459/Waste-2240/2024 dated 07.12.2024 has been issued for recovery of ₹59,99,20,000 for the violation period 01.01.2024 to 05.12.2024.

In view of the above, by the letter no. 1459/ consent-2240/2024 dated 07.12.2024 of the Regional Officer, Lucknow, it has been recommended to impose environmental compensation of Rs. 5999.20/- lakh (Rupees sixty nine crore ninety nine lakh twenty thousand) against the Municipal Corporation, Lucknow from 01.01.2024 to 05.12.2024.

Therefore, in view of the above mentioned circumstances, in the interest of public health, to provide clean environment to the general public, under the powers conferred on the State Board and in the context of the above mentioned facts, after the approval of the competent authority, the following show cause notice is issued to the Municipal Commissioner, Municipal Corporation, Lucknow:-

"That why environmental compensation of Rs. 5999.20/- lakh (Rupees sixty nine crore ninety nine lakh twenty thousand) should not be imposed against Nagar Nigam, Lucknow from 01.01.2024 to 05.12.2024."

Please submit your explanation to the Board Headquarters within 15 days of the issuance of the above show-cause notice. If an explanation is not received within the stipulated time or a satisfactory response is not

received, the above show-cause notice will be confirmed, for which you will be solely responsible.

Authorized to issue letter after approval by competent authority.

Chief Environment Officer, Circle-5

Copy:- Forwarded to Regional Officer, Uttar Pradesh Pollution Control Board, Lucknow with the instruction to provide a copy of the show cause notice issued to Nagar Nigam, Lucknow and ensure to send the action taken report along with the recommendation within 15 days.

Chief Environment Officer, Circle-5

ANNEXURE P/9

From Additional Municipal Commissioner Municipal Corporation Lucknow	Chief Environmental Officer, Circle- 5, Uttar Pradesh Pollution Control Board, TC-12V, Vibhuti Khand, Gomti Nagar, Lucknow-226010
Letter No.: D/1175/A.N.A./P.A./24	Date :- 26th March 2025

Subject:- Regarding the show cause notice issued from 01.01.2024 to 05.12.2024 against Municipal Corporation Lucknow in view of the operation of solid waste processing plant located at Shivri.

Sir,

Please take the trouble of referring to the Lucknow letter number of the Uttar Pradesh Pollution Control Board, Office H-20885/C-5/MSW-1/24 dated 09.12.2024. Through which, taking cognizance of certain points in the inspection of the plant done on 05.12.2024 by the authorized officers of the Regional Office of the Board, a show cause notice has been issued against the Municipal Corporation of Lucknow with the recommendation of imposing environmental compensation of Rs. 5999.20/- lakh for a total of 340 days, considering the default period from 01.01.2024 to the date of inspection 05.12.2024.

In this regard, it is to be informed that the works under the Solid Waste Management Project of Lucknow Municipal Corporation and the work of door-to-door collection, transportation, processing and disposal of garbage were earlier being done by M/s Ecogreen Energy Lucknow Pvt. Ltd. Due to non-operation of works as per the contract and non-timely disposal of about 18.50 lakh metric tonnes of unprocessed/legacy waste at Shivri Plant, the organization was terminated on 06.07.2023 and new organizations have been selected through tender for door-to-door garbage collection and transportation works and disposal of fresh and legacy solid waste. Through whom the solid waste management works of Lucknow city are being carried out.

Approximately 2000 to 2100 metric tons of garbage is being produced in Lucknow city every day, which is collected and sent to the plant located at Shivri every day. By inviting e-tender (short term) for disposal of fresh waste, M/s Bhoomi Green Energy has been selected for processing of the garbage. In continuation of the above, due to legacy waste already collected at Shivri plant, on the basis of availability of the site, by installing machinery of total capacity of 2100 metric tons in three phases (3X700) and operating the plant, scientific disposal of the waste is being done.

Apart from the above, 10 number of Material Recovery Facility (MRF) centres have been established in the municipal corporation area for waste segregation before disposal of dry waste, out of which 8 are operational and 2 are under construction due to disputed site. Out of the above established MRF centres, 5 MRF centres established in Kesari Kheda, Alitrang, Vrindavan, South City and Gwari area are being operated in fully mechanized manner and the MRF located in Janki Puram is being operated in semi-mechanized manner. The remaining MRF centres are being operated manually.

It is also to be informed that an MoU has been signed with NTPC on 12.02.2024 regarding the disposal of fresh waste generated daily in the Lucknow city area. In line with this, the Municipal Corporation is proposing to set up a Waste to Energy (Torrification Technology) plant under the project on Build Own Operate (BOO) basis, which is estimated to take approximately 02 to 03 years or even more.

While inviting tender for disposal of unprocessed/legacy waste collected at Shivri plant, the organization M/s Bhoomi Green Pvt. Ltd. has been selected, which will start the work from 12.03.2024.

Scientific disposal of approximately 1.1 million metric tons of legacy waste has been achieved, and the nickel-containing by-products are also being scientifically disposed of during the disposal process. M/s Bhoomi Green Energy, the organization working on legacy waste disposal, has also reclaimed over 20 acres of land, and the area is increasing regularly.

A 25 KLD leachate treatment plant has been installed at the Shivri plant to purify leachate from the wastewater. During the Board's inspection, the plant's operation was halted for modernization work, but was resumed after the maintenance work. Since the daily leachate generated at the Shivri plant is less than 25 KLD, the entire volume is purified by the installed plant. Its capacity is proposed to be increased in the future, depending on the needs of the work. This purified water is being used for road washing, etc., which was observed by the UPPCB team during their inspection on March 19, 2025.

Apart from the above, it is also to be informed that in view of the order dated 13.02.2023 passed by Hon'ble National Green Tribunal, New Delhi in OA No. 654/2022 "Priyadarshini Colony D, Residence Welfare Society, Lucknow vs. State of UP and others" and the order dated 31.03.2023 passed by Hon'ble National Green Tribunal, New Delhi in Review Petition No. 15/2023 filed by Municipal Corporation Lucknow against the said order

and in compliance with the order dated 23.03.2023 passed in OA No. 606/2018 Compliance of Municipal Solid Waste Management Rules, 2016 and Other Environment Issues, a "Ring Fence Account" is to be opened on the retirement of District Magistrate, Lucknow for works related to environmental improvement such as Solid Waste Management and Liquid Waste Management and the said amount is to be deposited in it and the said amount is to be utilized only for works related to environmental improvement. An order was passed. In compliance with which, by opening a ring fence account, the Municipal Corporation of Lucknow has transferred a separate amount of Rs. 63.95 crore from the amount earmarked for solid waste and liquid waste management works in Lucknow city. This also includes Rs. 10.00 crore imposed on the Municipal Corporation of Lucknow for environmental compensation. The said amount is being spent on garbage collection, transportation, plant operation, transfer station and other related works under solid waste management.

The situation had worsened due to the earlier working M/s Ecogreen organization not carrying out environmental improvement and processing work, which was taken cognizance of very seriously by the Municipal Corporation and in just 1.5 years, the plant was revived and the

processing plant is being operated at full capacity and legacy waste is also being disposed of with a capacity of 4000 MT per day, which will be completely exhausted by the month of October 2025.

In compliance with the orders being given by Hon'ble NGT and the Government for immediate disposal of fresh waste, after the process of immediate disposal of fresh waste has been started, other formalities of Consent to Operate (CTO) etc. are being completed. In this sequence, after the work of scientific disposal of fresh waste has started through a new organization by the Municipal Corporation of Lucknow, the process of obtaining immediate Consent to Operate (CTO) (Water and Air) has been started. For which, for Environmental Impact Assessment, the organization has been asked to

The process of seeking Expression of Interest for selection is underway. Therefore, keeping in view the above circumstances, the work done by the Municipal Corporation of Lucknow for solid waste management in Lucknow city and the serious efforts being made for the future, you are requested to kindly waive the proposed environmental compensation on the Municipal Corporation.

Environmental Engineer,
Municipal Corporation, Lucknow

Copy :-

For the information of Additional Municipal Commissioner, Municipal Corporation, Lucknow.

For the kind perusal of the Municipal Commissioner, Municipal Corporation, Lucknow.

Regional Officer, Uttar Pradesh Pollution Control Board, Lucknow.

Sincerely

Environmental Engineer,
Municipal Corporation, Lucknow

UTTAR PRADESH POLLUTION CONTROL BOARD

Number-126524/C-5/M.S.W-1/25

Registered on 02-4-25

That for disposal of municipal solid waste generated from Lucknow city, Municipal Solid Waste Processing Plant is established and operated in Village-Shivri, Mohan Road, Lucknow, which was earlier being operated by M/s Ecogreen Energy Pvt. Ltd., thereafter, at present the said unit is being operated by M/s Bhoomigreen Energy Lucknow, 7, 703, Aashiyana. B. Shaheed Path, Lucknow from March, 2024.

That in compliance with the order dated 11.09.2024 passed in OA No. 607/2024 New Item titled "In Lucknow,s waste-side story plastic peril paints grim picture "appearing in The Hindustan Times dated 22.04.2024 filed in Hon'ble National Green Tribunal, New Delhi, the Municipal Solid Waste Processing Plant, Shivri, Mohan Road, Lucknow, established for the treatment of municipal solid waste in Lucknow district, was inspected earlier on 05.12.2024 by the authorized officers of Regional Office, UP Pollution Control Board, Lucknow. Due to the deficiencies found during the inspection, a show cause notice was issued by the Board's letter no. 20885/C-5/MSW-1/24 dated 09.12.2024 for imposing environmental compensation of Rs. 5999.20/- lakh (Rupees sixty nine crore ninety nine lakh twenty thousand) from 01.01.2024 to 05.12.2024.

An updated report has been sent vide Abhi/2025 dated 26.03.2025. As per the report, it is issued to Nagar Nigam, Lucknow that in connection with the letter no. 1938/Samiti-2240 show cause notice dated 09.12.2024 of Regional Officer, UP Pollution Control Board, Lucknow, the inspection of Municipal Solid Waste Processing Plant, Shivri, Mohan Road, Lucknow was done on 20.03.2025 by the authorized officers of Regional Office, UP Pollution Control Board, Lucknow. At the time of inspection, the representative present informed that 2100 metric tonnes/day fresh municipal solid waste from Nagar Nigam, 220002025 is reaching the Solid Waste Processing Plant located at Mohatt Shand on an average of approximately 2000 metric tonnes/day from Lucknow area. A total of 03 solid waste processing plants of 700 MT/day capacity have been established in the unit premises, out of which 01 solid waste processing plant of 70 MT/day capacity will be operational from December 2024. The second solid waste processing plant is being operated from January, 2025 and the third solid waste processing plant has been established in the month of March, 2025, which is to be operational soon.

That for the treatment of leachate generated from the said processing plant, a leachate treatment plant of 25 KLD capacity was found installed, which was found to be operational. Consent (Water and Air) for 1200

MT/day capacity has been issued in the name of M/s MSW Processing Plant, Village-Shivri, Tehsil-Sarojini Nagar, Lucknow through State Board's reference number 179818/UPPCB/Lucknow(UPPCBRO)/CTO/LUCKNOW/2023 dated 15.05.2023 till 31.12.2023 and authorization for municipal solid waste has been issued through reference number-4/UPPCB/Lucknow (UPPCBRO)/SWM/LUCKNOW/2023 dated 17.03.2023 till 16.03.2027. Presently the unit has not obtained consent (water and air) and is found not complying with the conditions mentioned in the solid waste authorisation issued, which is a violation of the Solid Waste Management Rules, 2016.

That the plant in question is currently being operated without obtaining consent, which is a violation of the provisions of the Solid Waste Management Rules, 2016 by Municipal Solid Processing Plants. Therefore, environmental compensation is to be imposed on the plant in question as per the guidelines issued by the Central Pollution Control Board (Report of the CPCB in-house Committee on Methodology for Assessing Environmental Compensation and Action Plan to Utilize the Fund) for a total of 340 days, considering the default period from 01.01.2024 to the

date of inspection 05.12.2024. The assessment of environmental compensation is as follows:-

S. No.	Particulars	Details
1	City	Lucknow City
2	Classification	Million-plus City
3	Waste Generation (kg per person per day)	0.5 kg
4	Waste Generation (TPD)	2395 (As per data provided by Nagar Nigam, Lucknow)
5	Waste Disposal as per Rules (TPD)	700
6	Waste Management Capacity Gap (TPD)	1695
7	Calculated EC (Capital Cost Component) in Lacs ₹	3721.51* (But consider calculation mentioned as <i>Part A = 4068</i>)
8	Minimum and Maximum values of EC (Capital Cost Component) recommended by the Committee (Lacs ₹)	Min. 500; Max. 5000
9	Final EC (Capital Cost Component) in Lacs ₹	4068
10	Calculated EC (O&M Component) in Lacs ₹/day	3.101
11	Minimum and Maximum values of EC (O&M Cost Component) recommended by the Committee (Lacs ₹/day)	Min. 0.5; Max. 5.0
12	Final EC (O&M Component) in Lacs ₹/day	5.00
13	Calculated Environmental Externality (Lacs ₹ per day)	0.68
14	Minimum and Maximum value of Environmental Externality recommended by the Committee (Lacs ₹ per day)	Min. 0.50; Max. 0.001
15	Final Environmental Externality (Lacs ₹ per day)	0.68

Environmental Compensation Formula

Environmental Compensation EC (Lacs ₹)

= $2.4 \times (\text{Waste Generation} - \text{Waste Disposed as per the Rules})$

- $0.02 \times (\text{Waste Generation} - \text{Waste Disposed as per the Rules}) \times N$
- $\text{Marginal Cost of Environmental Externality} \times (\text{Waste Generation} - \text{Waste Disposed as per the Rules}) \times N$

Simplified Form:

- **Part A** → $2.4 \times (\text{Waste Generation} - \text{Waste Disposed as per Rules})$
- **Part B** → $0.02 \times (\text{Waste Generation} - \text{Waste Disposed as per Rules}) \times N$
- Or
Final EC (O&M Component in Lacs ₹/Day) $\times N$
- **Part C** → $\text{Environmental Externality} \times (\text{Waste Generation} - \text{Waste Disposed as per Rules}) \times N$

Values as per Inspection

- Waste Generation: **2395 TPD**
- Waste Disposed as per Rules: **700 TPD**
- Difference: **1695 TPD**
- Calculated Environmental Externality:

$$\frac{1695 \times 40}{10000} = 0.678 \approx 0.68$$

$$\frac{1695 \times 40}{10000} = 0.678 \approx 0.68 \text{ Lacs/day}$$
- Number of days (N): **340 days**
(From 01-01-2024 to 08-12-2024)

Part-wise Calculation

Part A:

$$2.4 \times 1695 = \mathbf{4068 \text{ Lacs}}$$

Part B:

Final EC (O&M Component) in Lacs/day $\times$ N
 $= 5.00 \times 340 = \mathbf{1700 \text{ Lacs}}$

Part C:

Environmental Externality $(0.68) \times 340$
 $= \mathbf{231.2 \text{ Lacs}}$

Final Environmental Compensation

EC = Part A + Part B + Part C
 $= 4068 + 1700 + 231.2$
 $= \mathbf{5999.2 \text{ Lacs}}$

Final**Amount:**

₹ 59,99,20,000/- (Fifty-nine crore ninety-nine lakh twenty thousand only)

In view of the above, it has been recommended to confirm the show cause notice issued by the Board vide letter no. 20885/C-5/MSW-1/24 dated 09.12.2024 for imposing environmental compensation of Rs. 5999.20/- lakh (Rupees sixty nine crore ninety nine lakh twenty thousand) against Nagar Nigam, Lucknow from 01.01.2024 to 05.12.2024 by the Regional Officer, Lucknow vide letter no. 1938/Consent-2240/2025 dated 26.03.2025.

Therefore, in view of the above mentioned circumstances, in the interest of public health, to provide clean environment to the general public, under the powers conferred on the State Board and in the context of the above mentioned facts, after the approval of the competent authority, the

following instructions are issued confirming the show cause notice issued by the Board against the Municipal Commissioner, Municipal Corporation, Lucknow vide letter no. 20885/C-5/MSW-1/24 dated 09.12.2024:-

"Ensure payment of environmental compensation of Rs. 5999.20/- lakh (Rupees Fifty Nine Crore Ninety Nine Lakh Twenty Thousand) imposed against the Municipal Commissioner, Municipal Corporation, Lucknow, which should be deposited in the Dedicated Account through the payment gateway (URL: <https://erp.eshiksa.net/DirectFeesv3/>). Select the following specific information in the dropdown of the Homepage of the Payment gateway.

- | | |
|------------------------------|-------------|
| 1. Nature of Pollution | Solid waste |
| Pollution | |
| 2. Regional Officers | Lucknow |
| 3. EC imposed in compliance- | NGT order |

In compliance with the above instructions, ensure depositing the imposed environmental compensation within 15 working days at the latest and also send the proof of the same to the Regional Office, Lucknow and Board Headquarters, Lucknow.

Authorized to issue letter after approval by competent authority

Chief Environment Officer, Report-5

Copy:- Forwarded to the Regional Officer, Uttar Pradesh Pollution Control Board, Lucknow with the instruction to ensure compliance of the above condition and send the compliance report to the Board Headquarters.

Chief Environment Officer, Report-5

**LUCKNOW MUNICIPAL CORPORATION**

From, Municipal Commissioner, Municipal Corporation, Lucknow.	To, The Chief Environment Officer Circle-5 U.P. Pollution Control Board C-12-V-Vibhuti Khand, Gomti Nagar, Lucknow-226010
Letter No. : D/ 25/ /MC/EE/25	Date : 28 July, 2025

Subject : Request for Review/Recall of Decision Dated 02.04.2025 thereby levying Environmental Penalty on Lucknow Municipal Corporation (LMC).

Respected Sir,

This letter serves as a formal request for your esteemed office to review/recall the decision/letter imposing an environmental penalty of Rs. 5999.20 Lakhs on the Lucknow Municipal Corporation (LMC), dated April 02, 2025, and concurrently to recall the preceding show cause notice dated December 09, 2024. We respectfully assert that our detailed reply, submitted on March 26, 2025, merits further consideration, as it addresses the foundational aspects of the penalty.

Background of the Penalty and LMC's Position:

- The penalty is stated to have been imposed in light of the Hon'ble National Green Tribunal (NGT), Principal Bench, New Delhi's order dated September 11, 2024, in Original Application (OA) No. 607 of 2024. A thorough examination of this order, however, reveals no explicit directive or mention concerning the imposition of any environmental penalty on LMC. The NGT merely granted the Uttar Pradesh Pollution Control Board (UPPCB) a period of three weeks to submit a fresh report, based on its observations regarding discrepancies in waste generation figures.
- It is imperative to clarify that the NGT's order of September 11, 2024, was predicated on a reply filed by UPPCB, which cited an erroneous figure of approximately 99 tons per day for total waste generated in Lucknow. LMC wishes to reiterate that the actual municipal solid waste generation in Lucknow is approximately 2000 Metric Tons per day, a fact that has been consistently communicated to UPPCB through various official reports and site inspections.
- LMC submitted a comprehensive response to your Show Cause Notice on March 26, 2025, which included factual updates provided during the inspection conducted on March 20, 2025. Regrettably, these submissions appear not to have been duly considered, nor was an opportunity for a personal hearing afforded prior to the imposition of the penalty, which stands contrary to the principles of natural justice and fair procedure.

- It is worth mentioning over here that when the said order dated 11.09.2024 was passed by the Hon'ble NGT in instant case, LMC was ordered to be impleaded as respondent no. 5 i.e. Commissioner, Municipal Corporation, Lucknow as would be evident from para 7 of the said order, therefore in absence of LMC being arrayed as one of the opposite party in instant case was not in a position to substantiate the correct facts of the case before the Hon'ble NGT. Thus, the UPPCB was duty bound to have narrated the correct facts of the case before the Hon'ble NGT.

Status of Waste Processing and Corrective Measures by LMC:

- LMC operates a centralized facility at Shivri for municipal solid waste management. The operational continuity of this facility was severely hampered due to the complete failure of the previous concessionaire, M/s Ecogreen Energy Pvt. Ltd., to process municipal solid waste. This resulted in significant waste accumulation, rendering the site entirely saturated and the processing infrastructure severely damaged and non-functional.
- To mitigate the immediate crisis, a short-term tender was awarded to M/s Horiz Solution Pvt. Ltd. for fresh waste processing, targeting a capacity of 2000 TPD. However, due to severe space constraints, only a temporary processing capacity of 1250 TPD could be established. Despite operational efforts, the tenure of this arrangement could not be extended in the absence of adequate working space.
- Recognizing the urgent need for a sustainable long-term solution, LMC prioritized the systematic processing and clearance of existing legacy waste. A tender for legacy waste processing was consequently finalized, and operations commenced in March 2024 with a plant capacity of 4000 TPD. Subsequently, a tender for fresh waste processing was floated, though its execution experienced delays attributed to the prevailing Election Code of Conduct.
- Notwithstanding these challenges, legacy waste processing at the Shivri facility has continued daily, consistently utilizing the full 4000 TPD capacity. As significant space became available through the ongoing legacy waste processing efforts, LMC, through the selected concessionaire M/s Bhumi Green Energy, has established a phased fresh waste processing system, achieving the following milestones:
 - The first 700 TPD unit was commissioned in November 2024.
 - The second 700 TPD unit became operational in January 2025.
 - The third 700 TPD unit commenced operations in March 2025.

The cumulative fresh waste processing capacity now stands at 2100 TPD, which effectively addresses the city's daily waste generation. All commissioned units are currently operating at full capacity.

Regulatory Compliance and Current Status:

The Consent to Operate (CTO) for Air and Water for the Municipal Solid Waste Processing Facility at Shivri expired on 31.12.2023. Due to the poor infrastructure left behind by the previous concessionaire and space constraints at the site,

processing operations were severely impacted. However, with phased installation of new fresh waste processing units and systematic clearance of legacy waste, the operations have now stabilized with enhanced capacity.

LMC has consistently maintained transparency regarding these challenges and has never withheld information from the Hon'ble NGT or the Uttar Pradesh Pollution Control Board. In connection with NGT Case OA 654/2022 (Priyadarshani RWA vs. State of U.P.), LMC has regularly submitted factual, updated progress reports, outlining both the limitations faced at the Shivri site and the corrective actions being implemented.

In accordance with the Hon'ble NGT's order dated 07.02.2024 in OA No. 654/2022, which clearly directed: *"...The fresh affidavit should point out clarity on activities targeted for achievement under Sr. No. 1.9, 1.10, and 1.11 in the above table, relating to waste processing facilities, setting up of sanitary landfill site, and remediation of old and abandoned site. The Commissioner should ensure that waste generated within Lucknow Nagar Nigam is processed in totality on a day-to-day basis and no legacy waste is created on account of delay in setting up the adequate processing capacity..."*

LMC has diligently complied with these directives by enhancing fresh waste processing capacity, prioritizing the clearance of legacy waste, and preventing the creation of additional legacy waste sites. Despite facing significant infrastructural setbacks, LMC has remained committed to building a systematic and sustainable waste management framework for the city.

We are pleased to inform you that the Consent to Establish (CTE) for the Shivri Waste Processing Facility has recently been granted by the Uttar Pradesh Pollution Control Board, reflecting stabilization and significant improvements at the site. Applications for the renewal of the requisite Consent to Operate (CTO) are also under active process and are being pursued on priority to align with ongoing operational advancements.

LMC's Comprehensive Waste Management Efforts (During the Period of Penalty Imposition):

Even during the period coinciding with the penalty imposition, LMC was actively and effectively engaged in comprehensive waste management, demonstrating significant progress and commitment across various fronts:

- **Construction and Demolition (C&D) Waste:** Lucknow Municipal Corporation (LMC) generates approximately 267 TPD of Construction and Demolition (C&D) waste. A 300 TPD capacity plant is now fully operational, employing wet processing technology. The processed materials from this plant are being successfully utilized in the manufacture of precast boundary columns, panels, pavers, blocks, planters, and other items, underscoring effective resource recovery. Furthermore, eight C&D secondary collection centers have been strategically constructed across all zones to facilitate efficient collection and management of this waste stream.

- **Plastic Waste Processing:** LMC has undertaken several impactful initiatives to manage plastic waste effectively. This includes the innovative construction of approximately 2 km of road using 9.6 tons of non-recyclable plastic waste, thereby successfully replacing 6% of bitumen. Proactive regulatory enforcement is evident through a rigorous drive from April 2024 to March 2025, which resulted in the seizure of 14,260 kg of single-use plastic and the imposition of fines totaling Rs. 17,38,700. Additionally, LMC has established a crucial partnership with M/s Shree Shyam Packaging for the proper disposal of seized non-recyclable plastic from wholesalers, fostering a circular economy by ensuring LMC receives products made from collected plastic equivalent to 50% of its weight. Highlighting effective management of difficult-to-recycle plastics, over 211,049 metric tons of Refuse-Derived Fuel (RDF), containing approximately 55% of plastic waste, have been appropriately disposed of in cement factories and received the co-processing certificate.

Severe Financial Constraints of LMC

- The Lucknow Municipal Corporation (LMC) is facing significant financial difficulties. The expansion of the city area and the increasing number of households under LMC's purview have led to a substantial rise in service provision. This has resulted in the LMC accumulating outstanding dues exceeding ₹ 1586 crores to the State Government.
- Adding to this burden, a proposed penalty of ₹ 5999.20 lakhs would place an unsustainable financial strain on the LMC. Such a penalty would severely impact the LMC's ability to provide essential services to its citizens and hinder ongoing improvements in waste management.

Right reserved by LMC

- The LMC reserves its right to substantiate/supplement/amend the instant application for review/recall of impugned order dated 02.04.2025.

Request for Relief

In light of the aforementioned facts and circumstances, LMC humbly submits the following:

- The impugned order needs to be review/recalled since the imposed penalty lacks substantive legal merit, particularly in reference to the Hon'ble NGT's order, and demonstrably disregards LMC's submissions dated 26.03.2025 which have not been considered and further, LMC's genuine efforts and significant operational measures seems to have been ignored.
- The impugned order needs to be review/recalled since the penalty was imposed without adherence to due process, specifically the denial of a personal hearing, thereby contravening the principles of natural justice.

- The impugned order needs to be review/recalled since LMC remains unequivocally committed to scientific and systematic waste management, with substantial and measurable progress currently underway.

In view of the above facts and circumstances and in the interest of justice and equity, I respectfully request your good office to kindly review/recall the penalty imposed vide your letter dated 02.04.2025, and recall the Show Cause Notice dated 09.12.2024. Since the imposition of the said penalty is premature, does not align with the actual ground situation, and will cause irreparable financial and operational hardship to LMC, adversely affecting essential public services.

We sincerely hope for your favourable consideration and remain available for any further discussions, clarifications, or inspections your office may require.

Thanking you,

Enclosures:

1. Hon'ble NGT Order dated September 11, 2024, and OA No. 654/2022 Order dated February 07, 2024.
2. Show Cause Notice dated December 09, 2024.
3. Environmental Penalty Imposing Letter dated April 02, 2025.
4. Reply to Show Cause Notice dated March 26, 2025.

Yours faithfully,


(Gaurav Kumar)
Municipal Commissioner
Lucknow Municipal Corporation

Copy To:-

1. Principal Secretary, Urban Development Department, for your information and kind consideration.
2. District Magistrate, Lucknow for your information and kind consideration.

/

Municipal Commissioner
Lucknow Municipal Corporation

**In The Hon'ble High Court Of Judicature At Allahabad,
Lucknow Bench, Lucknow**

* * *

Neutral Citation No. - 2025 : AHC-LKO:40756-DB
Judgment Reserved on : 11.03.2025
Judgment Delivered on : 17.07.2025

A.F.R.

Court No. - 1

Case : - WRIT - C No. - 4816 of 2024

**Petitioner : - Suez India Pvt. Ltd., Through Its Authorized Signatory,
Rajesh Chandra Mathpal**

**Respondent : - Uttar Pradesh Pollution Control Board, Through Its
Chairman And 6 Others**

**Counsel for Petitioner : - Aprajita Bansal, Anilesh Tewari, Gursimran
Kaur**

**Counsel for Respondent : - Asit Srivastava, Ashok Kumar
Verma, C.S.C., Namit Sharma, Rishabh Kapoor**

connected with

(1) **Case : - WRIT - C No. - 151 of 2024**

**Petitioner : - M/S New Star Brick Works (Erstwhile M/S Shiv Om
Brick Works) Thru. Prop. Afsar Ali**

**Respondent : - State Of U.P. Thru Prin.Secy. Deptt. Of Forests,
Environment And Climate Change And Ors.**

**Counsel for Petitioner : - Jalaj Kumar Gupta, Mehdi Khan, Mohd.
Aslam Khan**

Counsel for Respondent : - C.S.C., Ashok Kumar Verma

(2) **Case : - WRIT - C No. - 7889 of 2021**

**Petitioner : - Medical Pollution Control Comm. Thru. Dr. Vinay Kumar
Verma**

**Respondent : - State Of U.P. Thru. Prin.Secy. Forest/Environment
Lko. And Ors.**

Counsel for Petitioner : - Salil Kumar Srivastava, Rahul Srivastava

Counsel for Respondent : - C.S.C., Ashok Kumar Verma

(3) **Case : - WRIT - C No. - 5335 of 2022**

**Petitioner : - M/S Wave Infratech Pvt. Ltd. @ Its Unit The West End
Mall Thru Auth. Signatory And Anr**

**Respondent : - State Of U.P. Thru Prin.Secy. Environment Deptt. Lko
And Ors.**

Counsel for Petitioner : - Salil Kumar Srivastava, Rahul Srivastava

Counsel for Respondent : - C.S.C., Ashok Kumar Verma

(4) **Case : - WRIT - C No. - 5340 of 2022**

**Petitioner : - M/S Al Nafees Frozen Foods Export Pvt. Ltd. Thru
Director Mohd. Arham Qureshi**

Respondent : - State Of U.P. Thru Addl.Chief Prin.Secy. Forests And Environment And Ors.

Counsel for Petitioner : - Salil Kumar Srivastava,Rahul Srivastava

Counsel for Respondent : - C.S.C.,A.S.G,Ashok Kumar Verma

(5) **Case :** - WRIT - C No. - 7746 of 2023

Petitioner : - M/S Arsh Brick Works Thru. Partner Mohd. Ayub

Respondent : - State Of U.P. Thru. Secy., Dept. Of Environment, Forest And Climate Change And Others

Counsel for Petitioner : - Sarvesh Kumar,Shivang Tiwari

Counsel for Respondent : - C.S.C.,Ashok Kumar Verma

(6) **Case :** - WRIT - C No. - 119 of 2024

Petitioner : - M/S Rachna Metal Industries Pvt. Ltd. Thru M.D. Sadhna Agarwal

Respondent : - State Of U.P. Thru Prin.Secy. Deptt. Of Forests, Environment And Climate Change And Ors.

Counsel for Petitioner : - Jalaj Kumar Gupta,Mohd. Aslam Khan

Counsel for Respondent : - C.S.C.,Ashok Kumar Verma

(7) **Case :** - WRIT - C No. - 152 of 2024

Petitioner : - M/S Afaq Brick Field Thru Proprietor Nargish

Respondent : - State Of U.P. Thru Prin.Secy. Deptt. Of Forests, Environment And Climate Change And Ors.

Counsel for Petitioner : - Jalaj Kumar Gupta,Mehdi Khan,Mohd. Aslam Khan

Counsel for Respondent : - C.S.C.,Ashok Kumar Verma

(8) **Case :** - WRIT - C No. - 153 of 2024

Petitioner : - M/S Khalil Brick Works Thru. Prop. Usman

Respondent : - State Of U.P. Thru Prin.Secy. Deptt. Of Forests, Environment And Climate Change And Ors.

Counsel for Petitioner : - Jalaj Kumar Gupta,Mehdi Khan,Mohd. Aslam Khan

Counsel for Respondent : - C.S.C.,Ashok Kumar Verma

(9) **Case :** - WRIT - C No. - 154 of 2024

Petitioner : - M/S Riza Brick Works Thru Proprietor Mohd. Haroon

Respondent : - State Of U.P. Thru Prin.Secy. Deptt. Of Forests, Environment And Climate Change And Ors.

Counsel for Petitioner : - Jalaj Kumar Gupta,Mehdi Khan,Mohd. Aslam Khan

Counsel for Respondent : - C.S.C.,Ashok Kumar Verma

(10) **Case :** - WRIT - C No. - 179 of 2024

Petitioner : - M/S Janta Brick Works (New Name-Munmun Brick Works Kazi Parivar) Thru. Prop. Mohd. Razi

Respondent : - State Of U.P. Thru Prin.Secy. Deptt. Of Forests, Environment And Climate Change And Ors.

Counsel for Petitioner : - Jalaj Kumar Gupta, Mehdi Khan, Mohd. Aslam Khan

Counsel for Respondent : - C.S.C., Ashok Kumar Verma

(11) **Case :** - WRIT - C No. - 181 of 2024

Petitioner : - M/S Good Friends Brick Works Thru. Prop. Irfan

Respondent : - State Of U.P. Thru Prin.Secy. Deptt. Of Forests, Environment And Climate Change And Ors.

Counsel for Petitioner : - Jalaj Kumar Gupta, Mehdi Khan, Mohd. Aslam Khan

Counsel for Respondent : - C.S.C., Ashok Kumar Verma

(12) **Case :** - WRIT - C No. - 188 of 2024

Petitioner : - M/S Colour Touch Thru Proprietor Prakash Chand Chindalia

Respondent : - State Of U.P. Thru Prin.Secy. Deptt. Of Forests, Environment And Climate Change And Ors.

Counsel for Petitioner : - Jalaj Kumar Gupta, Mohd. Aslam Khan, Sunny Singh

Counsel for Respondent : - C.S.C., Ashok Kumar Verma

(13) **Case :** - WRIT - C No. - 194 of 2024

Petitioner : - M/S Sh Brick Works Thru Proprietor Shabana

Respondent : - State Of U.P. Thru Prin.Secy. Deptt. Of Forests, Environment And Climate Change And Ors.

Counsel for Petitioner : - Jalaj Kumar Gupta, Mehdi Khan, Mohd. Aslam Khan

Counsel for Respondent : - C.S.C., Ashok Kumar Verma

(14) **Case :** - WRIT - C No. - 195 of 2024

Petitioner : - M/S Shiv Brick Works Thru Proprietor Kaminder Alias Kamendra Singh

Respondent : - State Of U.P. Thru Prin.Secy. Deptt. Of Forests, Environment And Climate Change And Ors.

Counsel for Petitioner : - Jalaj Kumar Gupta, Mehdi Khan, Mohd. Aslam Khan

Counsel for Respondent : - C.S.C., Ashok Kumar Verma

(15) **Case :** - WRIT - C No. - 264 of 2024

Petitioner : - M/S Musarfi Hasnain Bricks Works, Through Its Proprietor Rais Ahmad

Respondent : - State Of U.P. Thru. Prin. Secy. Forest Environment And Climate Change Deptt., Lucknow And 5 Others

Counsel for Petitioner : - Jalaj Kumar Gupta, Mehdi Khan, Mohd. Aslam Khan, Mohd. Khalid Amin Khan

Counsel for Respondent : - C.S.C., Ashok Kumar Verma

(16) **Case :** - WRIT - C No. - 265 of 2024

Petitioner : - M/S Durga Brick Works, Through Its Authorized

Signatory

Respondent : - State Of U.P. Thru. Addl. Chief Secy. Environment Forest And Climate Change, And 6 Others

Counsel for Petitioner : - Salil Kumar Srivastava, Rahul Srivastava

Counsel for Respondent : - C.S.C., Asit Srivastava

(17) **Case :** - WRIT - C No. - 266 of 2024

Petitioner : - M/S Azhari Brick Works Thru Proprietor Tahir Husain

Respondent : - State Of U.P. Thru Prin.Secy. Deptt. Of Forests, Environment And Climate Change And Ors.

Counsel for Petitioner : - Jalaj Kumar Gupta, Mehdi Khan, Mohd. Aslam Khan, Mohd. Khalid Amin Khan

Counsel for Respondent : - C.S.C., Ashok Kumar Verma

(18) **Case :** - WRIT - C No. - 269 of 2024

Petitioner : - M/S K.K. Brick Works, Through Its Authorized Signatory

Respondent : - State Of U.P. Thru. Addl. Chief Secy., Environment Forest And Climate Change, Lko. And 6 Others

Counsel for Petitioner : - Salil Kumar Srivastava, Rahul Srivastava

Counsel for Respondent : - C.S.C., Asit Srivastava

(19) **Case :** - WRIT - C No. - 270 of 2024

Petitioner : - M/S Monu Ent Ydyog (Old Name M/S Shiv Ent Udyog), Through Its Authorized Signatory

Respondent : - State Of U.P. Thru. Addl. Chief Secy., Environment Forest And Climate Change, Lko. And 6 Others

Counsel for Petitioner : - Salil Kumar Srivastava, Rahul Srivastava

Counsel for Respondent : - C.S.C., Asit Srivastava

(20) **Case :** - WRIT - C No. - 273 of 2024

Petitioner : - M/S Shiv Om Brick Works, Through Its Authorized Signatory

Respondent : - State Of U.P. Thru. Addl. Chief Secy., Environment Forest And Climate Change, Lko. And 6 Others

Counsel for Petitioner : - Salil Kumar Srivastava, Rahul Srivastava

Counsel for Respondent : - C.S.C., Asit Srivastava

(21) **Case :** - WRIT - C No. - 288 of 2024

Petitioner : - M/S Kisan Brick Works Thru. Prop. Sharifuddin

Respondent : - State Of U.P. Thru Prin.Secy. Deptt. Of Forests, Environment And Climate Change And Ors.

Counsel for Petitioner : - Jalaj Kumar Gupta, Mehdi Khan, Mohd. Aslam Khan

Counsel for Respondent : - C.S.C., Ashok Kumar Verma

(22) **Case :** - WRIT - C No. - 289 of 2024

Petitioner : - M/S Dilshad Brickworks Moradabad Thru Proprietor Irshad

Respondent : - State Of U.P. Thru Prin.Secy. Deptt. Of Forests,
Environment And Climate Change And Ors.

Counsel for Petitioner : - Jalaj Kumar Gupta, Mehdi Khan, Mohd.
Aslam Khan

Counsel for Respondent : - C.S.C., Ashok Kumar Verma

(23) **Case :** - WRIT - C No. - 290 of 2024

Petitioner : - M/S Arsh Ent. Udhog, Through Its Partners And Ors.

Respondent : - State Of U.P. Thru Addl. Chief Secy. Deptt. Of
Forests, Environment And Climate Change And Ors.

Counsel for Petitioner : - Saryu Prasad Tiwari

Counsel for Respondent : - C.S.C., Ashok Kumar Verma

(24) **Case :** - WRIT - C No. - 291 of 2024

Petitioner : - M/S Gaus-E-Azam Brick Works (New Name-Gaus-E-
Pak Brick Field) Thru. Prop. Idrish

Respondent : - State Of U.P. Thru Prin.Secy. Deptt. Of Forests,
Environment And Climate Change And Ors.

Counsel for Petitioner : - Jalaj Kumar Gupta, Mehdi Khan, Mohd.
Aslam Khan

Counsel for Respondent : - C.S.C., Ashok Kumar Verma

(25) **Case :** - WRIT - C No. - 292 of 2024

Petitioner : - M/S Ala Hazrat Eintt Udyog (Old Name Latifi Bricks)
Thru Proprietor Mohd. Uvaish

Respondent : - State Of U.P. Thru Prin.Secy. Deptt. Of Forests,
Environment And Climate Change And Ors.

Counsel for Petitioner : - Jalaj Kumar Gupta, Mehdi Khan, Mohd.
Aslam Khan

Counsel for Respondent : - C.S.C., Ashok Kumar Verma

(26) **Case :** - WRIT - C No. - 293 of 2024

Petitioner : - M/S Shiv Brick Works (Old Name Shubham Brick
Works And Bhagat Ji Brick Works) Thru. Auth. Signatory

Respondent : - State Of U.P. Thru. Addl. Chief Secy., Environment
Forest And Climate Change, Lko. And Others

Counsel for Petitioner : - Salil Kumar Srivastava, Rahul Srivastava

Counsel for Respondent : - C.S.C., Asit Srivastava

(27) **Case :** - WRIT - C No. - 294 of 2024

Petitioner : - M/S Chaudhary Brick Works Udyog, Through Its
Authorized Signatory

Respondent : - State Of U.P. Thru. Addl. Chief Secy., Environment
Forest And Climate Change, Lko. And Others

Counsel for Petitioner : - Salil Kumar Srivastava, Rahul Srivastava

Counsel for Respondent : - C.S.C., Asit Srivastava

(28) **Case :** - WRIT - C No. - 295 of 2024

Petitioner : - M/S Kanakpur Brick Industries Thru Proprietor

Kaminder Alias Kamendra Singh

Respondent : - State Of U.P. Thru Prin.Secy. Deptt. Of Forests,
Environment And Climate Change And Ors.

Counsel for Petitioner : - Jalaj Kumar Gupta, Mehdi Khan, Mohd.
Aslam Khan

Counsel for Respondent : - C.S.C., Ashok Kumar Verma

(29) **Case :** - WRIT - C No. - 296 of 2024

Petitioner : - M/S Guru Arjun Brick Works, Through Authorized
Signatory

Respondent : - State Of U.P. Thru. Addl. Chief Secy., Environment
Forest And Climate Change, Lko. And Others

Counsel for Petitioner : - Salil Kumar Srivastava, Rahul Srivastava

Counsel for Respondent : - C.S.C., Asit Srivastava

(30) **Case :** - WRIT - C No. - 297 of 2024

Petitioner : - M/S Keshav Ent Udyog, Through Its Authorized
Signatory

Respondent : - State Of U.P. Thru. Addl. Chief Secy., Environment
Forest And Climate Change, Lko. And Others

Counsel for Petitioner : - Salil Kumar Srivastava, Rahul Srivastava

Counsel for Respondent : - C.S.C., Asit Srivastava

(31) **Case :** - WRIT - C No. - 300 of 2024

Petitioner : - M/S Kisan Ent Udhyog, Through Its Authorized
Signatory

Respondent : - State Of U.P. Thru. Addl. Chief Secy., Environment
Forest And Climate Change, Lko. And Others

Counsel for Petitioner : - Salil Kumar Srivastava, Rahul Srivastava

Counsel for Respondent : - C.S.C., Asit Srivastava

(32) **Case :** - WRIT - C No. - 305 of 2024

Petitioner : - M/S Vikas Brick Works (Present Name An Brick
Works) Thru Authorized Signatory

Respondent : - State Of U.P. Thru Addl. Chief Secy. Environment,
Forests And Climate Change And Ors.

Counsel for Petitioner : - Salil Kumar Srivastava, Rahul Srivastava

Counsel for Respondent : - C.S.C., Asit Srivastava

(33) **Case :** - WRIT - C No. - 306 of 2024

Petitioner : - M/S New Shama Brick Works, Thru. Authorized
Signatory

Respondent : - State Of U.P. Thru. Addl. Chief Secy., Environment
Forest And Climate Change, Lko. And Others

Counsel for Petitioner : - Salil Kumar Srivastava, Rahul Srivastava

Counsel for Respondent : - C.S.C., Asit Srivastava

(34) **Case :** - WRIT - C No. - 351 of 2024

Petitioner : - M/S Jai Brick Works (New Name M/S Sujmana Ent

Udyog) Thru Auth. Signatory

Respondent : - State Of U.P. Thru Addl. Chief Secy. Environment, Forests And Climate Change And Ors.

Counsel for Petitioner : - Salil Kumar Srivastava,Rahul Srivastava

Counsel for Respondent : - C.S.C.,Asit Srivastava

(35) **Case :** - WRIT - C No. - 354 of 2024

Petitioner : - M/S Subodh Ent Udyog Amroha Thru Auth. Signatory

Respondent : - State Of U.P. Thru Addl. Chief Secy. Environment, Forests And Climate Change And Ors.

Counsel for Petitioner : - Salil Kumar Srivastava,Rahul Srivastava

Counsel for Respondent : - C.S.C.,Asit Srivastava

(36) **Case :** - WRIT - C No. - 355 of 2024

Petitioner : - M/S Bharat Brick Works

Respondent : - State Of U.P. Thru Addl. Chief Secy. Deptt. Of Forests, Environment And Climate Change And Ors.

Counsel for Petitioner : - Salil Kumar Srivastava,Rahul Srivastava

Counsel for Respondent : - C.S.C.,Asit Srivastava

(37) **Case :** - WRIT - C No. - 357 of 2024

Petitioner : - M/S Chaudhary Ent Udyog, Thru. Authorized Signatory

Respondent : - State Of U.P. Thru Addl. Chief Secy. Deptt. Of Forests, Environment And Climate Change And Ors.

Counsel for Petitioner : - Salil Kumar Srivastava,Rahul Srivastava

Counsel for Respondent : - C.S.C.,Asit Srivastava

(38) **Case :** - WRIT - C No. - 360 of 2024

Petitioner : - M/S Zam Zam Brick Works (Old Name Taj Ent Udyog And New Name Shabab Brick Field) Thru Prop. Shabab

Respondent : - State Of U.P. Thru Prin.Secy. Deptt. Of Forests, Environment And Climate Change And Ors.

Counsel for Petitioner : - Jalaj Kumar Gupta,Mohd. Aslam Khan,Ratnesh Dwivedi

Counsel for Respondent : - C.S.C.,Ashok Kumar Verma

(39) **Case :** - WRIT - C No. - 361 of 2024

Petitioner : - M/S Hidayah Brick Field (Old Name Khurshed Brick Field)

Respondent : - State Of U.P. Thru Addl. Chief Secy. Deptt. Of Forests, Environment And Climate Change And Ors.

Counsel for Petitioner : - Salil Kumar Srivastava,Rahul Srivastava

Counsel for Respondent : - C.S.C.,Asit Srivastava

(40) **Case :** - WRIT - C No. - 368 of 2024

Petitioner : - M/S Guru Nanak Brick Works Daulatapur Bhud Amroha Thru Auth. Signatory

Respondent : - State Of U.P. Thru Addl. Chief Secy. Environment, Forests And Climate Change And Ors.

Counsel for Petitioner : - Salil Kumar Srivastava,Rahul Srivastava
Counsel for Respondent : - C.S.C.,Asit Srivastava

(41) **Case :** - WRIT - C No. - 371 of 2024

Petitioner : - M/S National Brick Works Vill. Noner Amroha Thru Auth. Signatory

Respondent : - State Of U.P. Thru Addl. Chief Secy. Environment, Forests And Climate Change And Ors.

Counsel for Petitioner : - Salil Kumar Srivastava,Rahul Srivastava

Counsel for Respondent : - C.S.C.,Asit Srivastava

(42) **Case :** - WRIT - C No. - 372 of 2024

Petitioner : - M/S Chaudhary Ent Udyog (New Name Balaji Ent Udyog) Dhanaura Amroha Thru Auth. Signatory

Respondent : - State Of U.P. Thru Addl. Chief Secy. Environment, Forests And Climate Change And Ors.

Counsel for Petitioner : - Salil Kumar Srivastava,Rahul Srivastava

Counsel for Respondent : - C.S.C.,Asit Srivastava

(43) **Case :** - WRIT - C No. - 375 of 2024

Petitioner : - M/S Royal Brick Field (New Name Star Brick Field) Chittupur Bilari Moradabad Thru Prop. Afsar Ali

Respondent : - State Of U.P. Thru Prin.Secy. Deptt. Of Forests, Environment And Climate Change And Ors.

Counsel for Petitioner : - Jalaj Kumar Gupta,Mohd. Aslam Khan,Ratnesh Dwivedi

Counsel for Respondent : - C.S.C.,Ashok Kumar Verma

(44) **Case :** - WRIT - C No. - 420 of 2024

Petitioner : - M/S Chaudhary Brick Works Thru. Prop. Deepak Kumar

Respondent : - State Of U.P. Thru Prin.Secy. Deptt. Of Forests, Environment And Climate Change And Ors.

Counsel for Petitioner : - Harsh Vardhan Kediya,Aditi Tripathi,Sheeran Mohiuddin Alavi

Counsel for Respondent : - C.S.C.,Ashok Kumar Verma,Chandra Shekher Pandey

(45) **Case :** - WRIT - C No. - 425 of 2024

Petitioner : - M/S A.S.B. Brick Works Thru Partner Britpal Singh

Respondent : - State Of U.P. Thru Prin.Secy. Deptt. Of Forests, Environment And Climate Change And Ors.

Counsel for Petitioner : - Harsh Vardhan Kediya,Sheeran Mohiuddin Alavi,Shubham Tripathi

Counsel for Respondent : - C.S.C.,Ashok Kumar Verma,Chandra Shekher Pandey

(46) **Case :** - WRIT - C No. - 427 of 2024

Petitioner : - M/S A H Brick Works (New Name- Lavi Bricks Works,

P. Name- Habibi Brick Works) Thru Qayyum Hussian
Respondent : - State Of U.P. Thru. Prin. Secy., Forest Environment
And Climate Change, Lko. And 5 Others
Counsel for Petitioner : - Jalaj Kumar Gupta, Ankur Yadav, Mohd.
Aslam Khan, Ratnesh Dwivedi
Counsel for Respondent : - C.S.C., Asit Srivastava

(47) **Case** : - WRIT - C No. - 430 of 2024
Petitioner : - M/S New India Brick Field (Old Name National Brick
Works/ Faizan Brick Works) Thru Prop. Mohd. Rayyan
Respondent : - State Of U.P. Thru Prin. Secy. Deptt. Of Forests,
Environment And Climate Change And Ors.
Counsel for Petitioner : - Harsh Vardhan Kediya, Aditi
Tripathi, Sheeran Mohiuddin Alavi
Counsel for Respondent : - C.S.C., Ashok Kumar Verma, Chandra
Shekher Pandey

(48) **Case** : - WRIT - C No. - 431 of 2024
Petitioner : - M/S Avon Ent Udyog, Through Its Authorized
Signatory
Respondent : - State Of U.P. Thru. Addl. Chief Secy., Environment
Forest And Climate Change, Lko. And Others
Counsel for Petitioner : - Salil Kumar Srivastava, Rahul Srivastava
Counsel for Respondent : - C.S.C., Asit Srivastava

(49) **Case** : - WRIT - C No. - 432 of 2024
Petitioner : - M/S Khan Brick Industries, Through Its Proprietor,
Wasim Ahmad Khan
Respondent : - State Of U.P. Thru. Prin. Secy., Forest Environment
And Climate Change, Lko. And Others
Counsel for Petitioner : - Arvind Kumar Shukla
Counsel for Respondent : - C.S.C., Ashok Kumar Verma

(50) **Case** : - WRIT - C No. - 467 of 2024
Petitioner : - M/S Mumtaz Brick Works Thru Proprietor Jaane Alam
Respondent : - State Of U.P. Thru Prin. Secy. Deptt. Of Forests,
Environment And Climate Change And Ors.
Counsel for Petitioner : - Jalaj Kumar Gupta, Mehdi Khan, Mohd.
Aslam Khan, Ratnesh Dwivedi
Counsel for Respondent : - C.S.C., Ashok Kumar Verma

(51) **Case** : - WRIT - C No. - 468 of 2024
Petitioner : - M/S Jai Shri Sai Brick Works, Dhureta Bahjoi Road
Sambhal Thru Auth. Signatory
Respondent : - State Of U.P. Thru Addl. Chief Secy. Environment,
Forests And Climate Change And Ors.
Counsel for Petitioner : - Salil Kumar Srivastava, Rahul Srivastava
Counsel for Respondent : - C.S.C., Asit Srivastava

(52) **Case :** - WRIT - C No. - 474 of 2024

Petitioner : - M/S Janta Brick Works Thru Proprietor Mohd. Sahroz Domghar, Bilari, Moradabad

Respondent : - State Of U.P. Thru Prin.Secy. Deptt. Of Forests, Environment And Climate Change And Ors.

Counsel for Petitioner : - Jalaj Kumar Gupta, Mohd. Aslam Khan, Ratnesh Dwivedi

Counsel for Respondent : - C.S.C., Ashok Kumar Verma

(53) **Case :** - WRIT - C No. - 559 of 2024

Petitioner : - M/S Farmer Brick Industries, Thru. Its Partner Sri Syed Arif Iqbal

Respondent : - State Of U.P. Thru. Addl. Chief Secy., Environment Forest And Climate Change, Lko. And Others

Counsel for Petitioner : - Samita Chitranshi

Counsel for Respondent : - C.S.C., Asit Srivastava, Devesh Chandra Pathak

(54) **Case :** - WRIT - C No. - 561 of 2024

Petitioner : - M/S V.P.S. Brick Works (New Name Radha Krishna Brick Field) Thru Proprietor Vijay Pal Singh

Respondent : - State Of U.P. Thru Prin.Secy. Deptt. Of Forests, Environment And Climate Change And Ors.

Counsel for Petitioner : - Jalaj Kumar Gupta, Mehdi Khan, Mohd. Aslam Khan, Mohd. Khalid Amin Khan

Counsel for Respondent : - C.S.C., Asit Srivastava

(55) **Case :** - WRIT - C No. - 562 of 2024

Petitioner : - M/S Khwaja Brick Works Thru Proprietor Yasin Alias Asin

Respondent : - State Of U.P. Thru Prin.Secy. Deptt. Of Forests, Environment And Climate Change And Ors.

Counsel for Petitioner : - Jalaj Kumar Gupta, Mehdi Khan, Mohd. Aslam Khan

Counsel for Respondent : - C.S.C., Asit Srivastava

(56) **Case :** - WRIT - C No. - 565 of 2024

Petitioner : - M/S Khawaja Brick Works (Malik Brick Works) Thru Proprietor Muntayaj

Respondent : - State Of U.P. Thru Prin.Secy. Deptt. Of Forests, Environment And Climate Change And Ors.

Counsel for Petitioner : - Jalaj Kumar Gupta, Mehdi Khan, Mohd. Aslam Khan

Counsel for Respondent : - C.S.C., Asit Srivastava

(57) **Case :** - WRIT - C No. - 569 of 2024

Petitioner : - M/S M.A. Brick Works Thru Proprietor Mahendra Singh

Respondent : - State Of U.P. Thru Prin.Secy. Deptt. Of Forests,

Environment And Climate Change And Ors.

Counsel for Petitioner : - Jalaj Kumar Gupta, Mehdi Khan, Mohd. Aslam Khan

Counsel for Respondent : - C.S.C., Asit Srivastava

(58) **Case :** - WRIT - C No. - 603 of 2024

Petitioner : - M/S Manya Eint Udyog (New Name Bharat Intt. Udyog) Thru Proprietor Brajpal Singh

Respondent : - State Of U.P. Thru Prin. Secy. Deptt. Of Forests, Environment And Climate Change And Ors.

Counsel for Petitioner : - Jalaj Kumar Gupta, Mehdi Khan, Mohd. Aslam Khan

Counsel for Respondent : - C.S.C., Asit Srivastava

(59) **Case :** - WRIT - C No. - 605 of 2024

Petitioner : - M/S Maik Entt Udyog, Thru. Its Proprietor Riyasat

Respondent : - State Of U.P. Thru. Prin. Secy., Forest Environment And Climate Change Deptt., Lko. And Others

Counsel for Petitioner : - Jalaj Kumar Gupta, Ankur Yadav, Mehdi Khan, Mohd. Aslam Khan

Counsel for Respondent : - C.S.C., Asit Srivastava

(60) **Case :** - WRIT - C No. - 607 of 2024

Petitioner : - M/S Azazi Brick Works, Sambhal, Thru. Its Authorized Signatory

Respondent : - State Of U.P. Thru. Addl. Chief Secy., Environment Forest And Climate Change, Lko. And Others

Counsel for Petitioner : - Salil Kumar Srivastava, Rahul Srivastava

Counsel for Respondent : - C.S.C., Asit Srivastava

(61) **Case :** - WRIT - C No. - 610 of 2024

Petitioner : - M/S Indian Green Brick Works, Sambhal, Thru. Its Authorized Signatory

Respondent : - State Of U.P. Thru. Addl. Chief Secy., Environment Forest And Climate Change, Lko. And Others

Counsel for Petitioner : - Salil Kumar Srivastava, Rahul Srivastava

Counsel for Respondent : - C.S.C., Asit Srivastava, Devesh Chandra Pathak

(62) **Case :** - WRIT - C No. - 612 of 2024

Petitioner : - M/S Khan Brick Works (New Name Khan Int Udyog) Thru Prop. Mohd. Rafiq

Respondent : - State Of U.P. Thru Prin. Secy. Deptt. Of Forests, Environment And Climate Change And Ors.

Counsel for Petitioner : - Jalaj Kumar Gupta, Mehdi Khan, Mohd. Aslam Khan

Counsel for Respondent : - C.S.C., Asit Srivastava

- (63) **Case :** - WRIT - C No. - 614 of 2024
Petitioner : - M/S Shiv Hari Brick Works, (New Name Mahadev Intt Udyog), Thru. Its Proprietor Kushal Gautam
Respondent : - State Of U.P. Thru. Prin. Secy., Forest Environment And Climate Change Deptt., Lko. And Others
Counsel for Petitioner : - Jalaj Kumar Gupta, Mehdi Khan, Mohd. Aslam Khan, Sunny Singh
Counsel for Respondent : - C.S.C., Asit Srivastava
- (64) **Case :** - WRIT - C No. - 619 of 2024
Petitioner : - M/S Sabara Brick Works (New Name Faizan Brick Works) Thru Proprietor Mohd. Faizan
Respondent : - State Of U.P. Thru Prin.Secy. Deptt. Of Forests, Environment And Climate Change And Ors.
Counsel for Petitioner : - Jalaj Kumar Gupta, Mehdi Khan, Mohd. Aslam Khan
Counsel for Respondent : - C.S.C., Asit Srivastava
- (65) **Case :** - WRIT - C No. - 621 of 2024
Petitioner : - M/S Prem Int Udyog (New Name Supreme Brick Field) Thru Proprietor Yogendra Pal Singh
Respondent : - State Of U.P. Thru Prin.Secy. Deptt. Of Forests, Environment And Climate Change And Ors.
Counsel for Petitioner : - Jalaj Kumar Gupta, Mehdi Khan, Mohd. Aslam Khan
Counsel for Respondent : - C.S.C., Asit Srivastava
- (66) **Case :** - WRIT - C No. - 623 of 2024
Petitioner : - M/S Noor Brick Field Thru Proprietor Yaar Mohammad Khan
Respondent : - State Of U.P. Thru Prin.Secy. Deptt. Of Forests, Environment And Climate Change And Ors.
Counsel for Petitioner : - Jalaj Kumar Gupta, Mehdi Khan, Mohd. Aslam Khan
Counsel for Respondent : - C.S.C., Asit Srivastava
- (67) **Case :** - WRIT - C No. - 626 of 2024
Petitioner : - M/S Rafi Turki Star Brick Field (Bharat Brick Works), Thru. Its Proprietor Mohd Rafi
Respondent : - State Of U.P. Thru. Prin. Secy., Forest Environment And Climate Change Deptt., Lko. And Others
Counsel for Petitioner : - Jalaj Kumar Gupta, Mehdi Khan, Mohd. Aslam Khan, Mohd. Khalid Amin Khan
Counsel for Respondent : - C.S.C., Asit Srivastava
- (68) **Case :** - WRIT - C No. - 648 of 2024
Petitioner : - M/S Khuawaza Brick Works (Old Name M/S Famous Brick Works) Thru Proprietor Zabir Ali
Respondent : - State Of U.P. Thru Prin.Secy. Deptt. Of Forests,

Environment And Climate Change And Ors.

Counsel for Petitioner : - Harsh Vardhan Kediya, Aditi Tripathi, Sheeran Mohiuddin Alavi

Counsel for Respondent : - C.S.C., Ashok Kumar Verma, Chandra Shekher Pandey

(69) **Case :** - WRIT - C No. - 703 of 2024

Petitioner : - Shan Brick Field (New Name India Brick Ind.) Thru Prop. Afaq Ahmad Siddique

Respondent : - State Of U.P. Thru Prin.Secy. Deptt. Of Forests, Environment And Climate Change And Ors.

Counsel for Petitioner : - Kripa Shankar Yadav, Moni Yadav

Counsel for Respondent : - C.S.C., Ashok Kumar Verma

(70) **Case :** - WRIT - C No. - 706 of 2024

Petitioner : - M/S New Kohinoor Brick Field Thru Proprietor Zulfiqar Ahmad

Respondent : - State Of U.P. Thru Prin.Secy. Deptt. Of Forests, Environment And Climate Change And Ors.

Counsel for Petitioner : - Kripa Shankar Yadav, Preeti Yadav

Counsel for Respondent : - C.S.C., Ashok Kumar Verma

(71) **Case :** - WRIT - C No. - 719 of 2024

Petitioner : - M/S Ali Ent Udhyog , Amroha Thru. Its Partners And Others

Respondent : - State Of U.P. Thru. Prin. Secy. Forest Environment And Climate Change Deptt. Lko. And Others

Counsel for Petitioner : - Ram Ji Trivedi, Pawan Kumar Upadhyay, Shraddha Tripathi

Counsel for Respondent : - C.S.C., Ashok Kumar Verma

(72) **Case :** - WRIT - C No. - 736 of 2024

Petitioner : - M/S Habibi Brick Field Thru Proprietor Mujammil

Respondent : - State Of U.P. Thru Prin.Secy. Deptt. Of Forests, Environment And Climate Change And Ors.

Counsel for Petitioner : - Jalaj Kumar Gupta, Mehdi Khan, Mohd. Aslam Khan

Counsel for Respondent : - C.S.C., Asit Srivastava

(73) **Case :** - WRIT - C No. - 746 of 2024

Petitioner : - M/S Shri Krishna Brick Works Thru Proprietor Vipin Kumar

Respondent : - State Of U.P. Thru Prin.Secy. Deptt. Of Forests, Environment And Climate Change And Ors.

Counsel for Petitioner : - Jalaj Kumar Gupta, Mehdi Khan, Mohd. Aslam Khan

Counsel for Respondent : - C.S.C., Asit Srivastava

(74) **Case :** - WRIT - C No. - 751 of 2024

Petitioner : - M/S Jai Ambe Brick Works Thru Auth. Signatory Irfan

Respondent : - State Of U.P. Thru Addl. Chief Secy. Environment, Forests And Climate Change And Ors.

Counsel for Petitioner : - Salil Kumar Srivastava, Rahul Srivastava

Counsel for Respondent : - C.S.C., Asit Srivastava

(75) **Case :** - WRIT - C No. - 753 of 2024

Petitioner : - M/S Quality Brick Works Thru Auth. Signatory Afsar Ali

Respondent : - State Of U.P. Thru Addl. Chief Secy. Environment, Forests And Climate Change And Ors.

Counsel for Petitioner : - Salil Kumar Srivastava, Rahul Srivastava

Counsel for Respondent : - C.S.C., Asit Srivastava

(76) **Case :** - WRIT - C No. - 755 of 2024

Petitioner : - M/S Mlk Brick Works Thru Auth. Signatory Mahboob

Respondent : - State Of U.P. Thru Addl. Chief Secy. Environment, Forests And Climate Change And Ors.

Counsel for Petitioner : - Salil Kumar Srivastava, Rahul Srivastava

Counsel for Respondent : - C.S.C., Asit Srivastava

(77) **Case :** - WRIT - C No. - 760 of 2024

Petitioner : - M/S New Ahmad Ent Bhatta Through Proprietor Haseeb Ahmad

Respondent : - State Of U.P. Thru Prin. Secy. Deptt. Of Forests, Environment And Climate Change And Ors.

Counsel for Petitioner : - Prashant Shukla

Counsel for Respondent : - C.S.C., Asit Srivastava

(78) **Case :** - WRIT - C No. - 765 of 2024

Petitioner : - M/S Janab Chaudhary Brick Works, Proprietor Bhoore Khan

Respondent : - State Of U.P. Thru. Prin. Secy., Forest Environment And Climate Change Deptt., Lko. And Others

Counsel for Petitioner : - Jalaj Kumar Gupta, Mehdi Khan, Mohd. Aslam Khan

Counsel for Respondent : - C.S.C., Asit Srivastava

(79) **Case :** - WRIT - C No. - 767 of 2024

Petitioner : - M/S Mohammad Ent. Udyog, Through Proprietor Rahil Husain

Respondent : - State Of U.P. Thru. Prin. Secy., Forest Environment And Climate Change Deptt., Lko. And Others

Counsel for Petitioner : - Jalaj Kumar Gupta, Jayvind Singh Yadav, Mohd. Aslam Khan

Counsel for Respondent : - C.S.C., Asit Srivastava

(80) **Case :** - WRIT - C No. - 771 of 2024

Petitioner : - M/S Hazi Mushtaq Brick Works Through Partner Shri Rahat Jaan

Respondent : - State Of U.P. Through Principal Secretary, Forest, Environment And Climate Change And Ors.

Counsel for Petitioner : - Prashant Shukla

Counsel for Respondent : - C.S.C.,Asit Srivastava

(81) **Case :** - WRIT - C No. - 799 of 2024

Petitioner : - Aaka Brick Centre (New Name Tehsin Brick Centre) Thru Proprietor Jishan Ahmad

Respondent : - State Of U.P. Thru Prin.Secy. Deptt. Of Forests, Environment And Climate Change And Ors.

Counsel for Petitioner : - Kripa Shankar Yadav,Moni Yadav

Counsel for Respondent : - C.S.C.,Ashok Kumar Verma

(82) **Case :** - WRIT - C No. - 800 of 2024

Petitioner : - M/S Kubra Brick Field Thru Proprietor Abdul Kalam

Respondent : - State Of U.P. Thru Prin.Secy. Deptt. Of Forests, Environment And Climate Change And Ors.

Counsel for Petitioner : - Kripa Shankar Yadav,Preeti Yadav

Counsel for Respondent : - C.S.C.,Ashok Kumar Verma

(83) **Case :** - WRIT - C No. - 801 of 2024

Petitioner : - M/S Prince Brick Work (Old Name Ksn Brick Works) Thru Sole Proprietor Veerpal Singh

Respondent : - State Of U.P. Thru Addl. Chief Secy. Environment, Forests And Climate Change And Ors.

Counsel for Petitioner : - Salil Kumar Srivastava,Rahul Srivastava

Counsel for Respondent : - C.S.C.,Asit Srivastava

(84) **Case :** - WRIT - C No. - 806 of 2024

Petitioner : - M/S New Fauji Brick Works Thru Authorized Signatory

Respondent : - State Of U.P. Thru Addl. Chief Secy. Environment, Forests And Climate Change And Ors.

Counsel for Petitioner : - Salil Kumar Srivastava,Rahul Srivastava

Counsel for Respondent : - C.S.C.,Asit Srivastava

(85) **Case :** - WRIT - C No. - 837 of 2024

Petitioner : - M/S Ahmad Shah Brick Works (New Name Akbar Husain Brick Works) Thru Proprietor Imran Husain

Respondent : - State Of U.P. Thru Prin.Secy. Deptt. Of Forests, Environment And Climate Change And Ors.

Counsel for Petitioner : - Jalaj Kumar Gupta,Jayvind Singh Yadav,Mehdi Khan,Mohd. Aslam Khan

Counsel for Respondent : - C.S.C.,Asit Srivastava

(86) **Case :** - WRIT - C No. - 866 of 2024

Petitioner : - M/S Hafeez Ent Udhyog Thru Authorized Signatory

Sayeed Khan

Respondent : - State Of U.P. Thru Addl. Chief Secy. Environment, Forests And Climate Change And Ors.

Counsel for Petitioner : - Salil Kumar Srivastava, Rahul Srivastava

Counsel for Respondent : - C.S.C., Asit Srivastava

(87) **Case :** - WRIT - C No. - 868 of 2024

Petitioner : - M/S Yadavji Entt Udyog (New Name Fauji Ent Udyog) Thru Proprietor Abad Khan

Respondent : - State Of U.P. Thru Prin. Secy. Deptt. Of Forests, Environment And Climate Change And Ors.

Counsel for Petitioner : - Jalaj Kumar Gupta, Mehdi Khan, Mohd. Aslam Khan

Counsel for Respondent : - C.S.C., Asit Srivastava

(88) **Case :** - WRIT - C No. - 990 of 2024

Petitioner : - M/S Kalawati Brick Works, Through Its Proprietor, Kalavati

Respondent : - State Of U.P. Thru. Prin. Secy., Forest Environment And Climate Change Deptt., Lko. And Others

Counsel for Petitioner : - Jalaj Kumar Gupta, Mehdi Khan, Mohd. Aslam Khan

Counsel for Respondent : - C.S.C., Asit Srivastava

(89) **Case :** - WRIT - C No. - 991 of 2024

Petitioner : - M/S Vishal Brick Works (Old Name-Sri Ganga Brick Works), Through Proprietor, Gajraj Singh

Respondent : - State Of U.P. Thru. Prin. Secy., Forest Environment And Climate Change Deptt., Lko. And Others

Counsel for Petitioner : - Jalaj Kumar Gupta, Mehdi Khan, Mohd. Aslam Khan

Counsel for Respondent : - C.S.C., Asit Srivastava

(90) **Case :** - WRIT - C No. - 992 of 2024

Petitioner : - M/S Kazi Brick Works (Om Brick Works) Thru Proprietor Smt. Shajahan

Respondent : - State Of U.P. Thru Prin. Secy. Forests, Environment And Climate Change, Lucknow And Ors.

Counsel for Petitioner : - Jalaj Kumar Gupta, Mehdi Khan, Mohd. Aslam Khan

Counsel for Respondent : - C.S.C., Asit Srivastava

(91) **Case :** - WRIT - C No. - 993 of 2024

Petitioner : - M/S GGR Brick Works, Through Its Proprietor Ramvir Singh Chhabra

Respondent : - State Of U.P. Thru. Prin. Secy., Forest Environment And Climate Change Deptt., Lko. And Others

Counsel for Petitioner : - Jalaj Kumar Gupta, Mehdi Khan, Mohd.

Aslam Khan

Counsel for Respondent : - C.S.C.,Asit Srivastava

(92) **Case :** - WRIT - C No. - 994 of 2024

Petitioner : - M/S Bankey Bihari Brick Works, Through Its Proprietor Ravindra Kumar Yadav

Respondent : - State Of U.P. Thru. Prin. Secy., Forest Environment And Climate Change Deptt., Lko. And Others

Counsel for Petitioner : - Jalaj Kumar Gupta,Mehdi Khan,Mohd. Aslam Khan

Counsel for Respondent : - C.S.C.,Asit Srivastava

(93) **Case :** - WRIT - C No. - 997 of 2024

Petitioner : - M/S M.H. Brick Works. Through Its Proprietor Habeeb

Respondent : - State Of U.P. Thru. Prin. Secy., Forest Environment And Climate Change Deptt., Lko. And Others

Counsel for Petitioner : - Jalaj Kumar Gupta,Ankur Yadav,Mehdi Khan,Mohd. Aslam Khan

Counsel for Respondent : - C.S.C.,Asit Srivastava

(94) **Case :** - WRIT - C No. - 998 of 2024

Petitioner : - M/S Siddhart Brick Works(Old Name Mahaveer Brick Works) Thru Proprietor Mayank Jain

Respondent : - State Of U.P. Thru Prin.Secy. Forests, Environment And Climate Change, Lucknow And Ors.

Counsel for Petitioner : - Jalaj Kumar Gupta,Mehdi Khan,Mohd. Aslam Khan

Counsel for Respondent : - C.S.C.,Ashok Kumar Verma

(95) **Case :** - WRIT - C No. - 999 of 2024

Petitioner : - M/S Ganesh Brick Works Thru Proprietor Nem Chand

Respondent : - State Of U.P. Thru Prin.Secy. Forests, Environment And Climate Change, Lucknow And Ors.

Counsel for Petitioner : - Jalaj Kumar Gupta,Mehdi Khan,Mohd. Aslam Khan

Counsel for Respondent : - C.S.C.,Ashok Kumar Verma

(96) **Case :** - WRIT - C No. - 1000 of 2024

Petitioner : - M/S Habeeb Brick Field (Old Name Roshan Brick Works) Thru Proprietor Mohd. Akil

Respondent : - State Of U.P. Thru Prin.Secy. Forests, Environment And Climate Change, Lucknow And Ors.

Counsel for Petitioner : - Jalaj Kumar Gupta,Mehdi Khan,Mohd. Aslam Khan

Counsel for Respondent : - C.S.C.,Asit Srivastava

(97) **Case :** - WRIT - C No. - 1001 of 2024

Petitioner : - M/S G And C Brick Works (Old Name-Hind Brick Works) Thru. Prop. Girish Chandra

Respondent : - State Of U.P Thru. Prin. Secy., Environment, Forest And Climate Change And Others

Counsel for Petitioner : - Jalaj Kumar Gupta, Mehdi Khan, Mohd. Aslam Khan

Counsel for Respondent : - C.S.C., Asit Srivastava

(98) **Case :** - WRIT - C No. - 1054 of 2024

Petitioner : - M/S Kisan Brick Works (New Name-Asadullah Brick Works), Through Its Proprietor Irfan

Respondent : - State Of U.P. Thru. Prin. Secy., Forest Environment And Climate Change Deptt., Lko. And Others

Counsel for Petitioner : - Jalaj Kumar Gupta, Jayvind Singh Yadav, Mehdi Khan, Mohd. Aslam Khan

Counsel for Respondent : - C.S.C., Asit Srivastava

(99) **Case :** - WRIT - C No. - 1056 of 2024

Petitioner : - M/S Khwaja Garib Nawaj Ent Udyog (Old Name-Sabri Ent Udyog), Through Its Partner Zakir Hussain

Respondent : - State Of U.P. Thru. Prin. Secy., Forest Environment And Climate Change Deptt., Lko. And Others

Counsel for Petitioner : - Jalaj Kumar Gupta, Mehdi Khan, Mohd. Aslam Khan

Counsel for Respondent : - C.S.C., Asit Srivastava

(100) **Case :** - WRIT - C No. - 1058 of 2024

Petitioner : - M/S Seven Sky Brick Works (New Name-Seven Star Brick Works), Through Its Proprietor Wajid Ali

Respondent : - State Of U.P. Thru. Prin. Secy., Forest Environment And Climate Change Deptt., Lko. And Others

Counsel for Petitioner : - Jalaj Kumar Gupta, Mehdi Khan, Mohd. Aslam Khan

Counsel for Respondent : - C.S.C., Ashok Kumar Verma

(101) **Case :** - WRIT - C No. - 1059 of 2024

Petitioner : - M/S Sabri Brick Works, Through Its Proprietor Akram

Respondent : - State Of U.P. Thru. Prin. Secy., Forest Environment And Climate Change Deptt., Lko. And Others

Counsel for Petitioner : - Jalaj Kumar Gupta, Mehdi Khan, Mohd. Aslam Khan

Counsel for Respondent : - C.S.C., Asit Srivastava, Tushar Verma

(102) **Case :** - WRIT - C No. - 1083 of 2024

Petitioner : - M/S New Gold Brick Field Thru Proprietor Pradeep Kumar

Respondent : - State Of U.P. Thru Prin. Secy. Forests, Environment And Climate Change, Lucknow And Ors.

Counsel for Petitioner : - Jalaj Kumar Gupta, Mehdi Khan, Mohd. Aslam Khan

Counsel for Respondent : - C.S.C., Asit Srivastava, Tushar Verma

(103) **Case :** - WRIT - C No. - 1084 of 2024

Petitioner : - M/S Maa Vaishno Brick Field Thru Proprietor Ram Prakash

Respondent : - State Of U.P. Thru Prin.Secy. Forests, Environment And Climate Change, Lucknow And Ors.

Counsel for Petitioner : - Jalaj Kumar Gupta, Mehdi Khan, Mohd. Aslam Khan

Counsel for Respondent : - C.S.C., Asit Srivastava, Tushar Verma

(104) **Case :** - WRIT - C No. - 1088 of 2024

Petitioner : - Aman Ent Udyog (New Name New Raj Brick Works) Through Its Proprietor Mohammad Haroon

Respondent : - State Of U.P. Thru. Prin. Secy., Forest Environment And Climate Change Deptt., Lko. And Others

Counsel for Petitioner : - Jalaj Kumar Gupta, Mehdi Khan, Mohd. Aslam Khan

Counsel for Respondent : - C.S.C., Asit Srivastava, Tushar Verma

(105) **Case :** - WRIT - C No. - 1092 of 2024

Petitioner : - M/S Omesh Brick Works, Through Its Proprietor Rajpal Singh

Respondent : - State Of U.P. Thru. Prin. Secy., Forest Environment And Climate Change Deptt., Lko. And Others

Counsel for Petitioner : - Jalaj Kumar Gupta, Mehdi Khan, Mohd. Aslam Khan

Counsel for Respondent : - C.S.C., Ashok Kumar Verma, Tushar Verma

(106) **Case :** - WRIT - C No. - 1106 of 2024

Petitioner : - M/S N.G. Brick Field (Old Name Gold Brick Field) Thru Proprietor Pradeep Kumar

Respondent : - State Of U.P. Thru Prin.Secy. Forests, Environment And Climate Change, Lucknow And Ors.

Counsel for Petitioner : - Jalaj Kumar Gupta, Mehdi Khan, Mohd. Aslam Khan

Counsel for Respondent : - C.S.C., Asit Srivastava, Tushar Verma

(107) **Case :** - WRIT - C No. - 1126 of 2024

Petitioner : - M/S Shiv Narain Brick Field, Through Its Proprietor, Manoj Kumar

Respondent : - State Of U.P. Thru. Prin. Secy., Forest Environment And Climate Change Deptt., Lko. And Others

Counsel for Petitioner : - Jalaj Kumar Gupta, Mehdi Khan, Mohd. Aslam Khan

Counsel for Respondent : - C.S.C., Asit Srivastava, Tushar Verma

(108) **Case :** - WRIT - C No. - 1129 of 2024

Petitioner : - M/S Jagdambe Brick Works Thru Partner Sudhish

Kumar

Respondent : - State Of U.P. Thru Addl.Chief Secy. Forests,
Environment And Climate Change, Lucknow And Ors.

Counsel for Petitioner : - Smita Chitranshi

Counsel for Respondent : - C.S.C.,Asit Srivastava,Tushar Verma

(109) **Case :** - WRIT - C No. - 1131 of 2024

Petitioner : - M/S Ahmad Brick Field, Sitapur Thru Authorized
Signatory Javed Ahmad

Respondent : - State Of U.P. Thru Addl.Chief Secy. Forests,
Environment And Climate Change, Lucknow And Ors.

Counsel for Petitioner : - Salil Kumar Srivastava,Rahul Srivastava

Counsel for Respondent : - C.S.C.,Asit Srivastava,Tushar Verma

(110) **Case :** - WRIT - C No. - 1154 of 2024

Petitioner : - M/S Shri Krishna Ent Udyog Thru Proprietor Prince
Kumar

Respondent : - State Of U.P. Thru Prin.Secy. Forests, Environment
And Climate Change, Lucknow And Ors.

Counsel for Petitioner : - Jalaj Kumar Gupta,Mehdi Khan,Mohd.
Aslam Khan

Counsel for Respondent : - C.S.C.,Asit Srivastava

(111) **Case :** - WRIT - C No. - 1156 of 2024

Petitioner : - M/S Ahmad Ullah Brick Works Thru Proprietor Haider
Ali Khan

Respondent : - State Of U.P. Thru Prin.Secy. Forests, Environment
And Climate Change, Lucknow And Ors.

Counsel for Petitioner : - Jalaj Kumar Gupta,Mehdi Khan,Mohd.
Aslam Khan

Counsel for Respondent : - C.S.C.,Asit Srivastava,Tushar Verma

(112) **Case :** - WRIT - C No. - 1158 of 2024

Petitioner : - M/S I.S. Beg Brick Field Thru Partner Izhar Beg

Respondent : - State Of U.P. Thru Prin.Secy. Forests, Environment
And Climate Change, Lucknow And Ors.

Counsel for Petitioner : - Jalaj Kumar Gupta,Mehdi Khan,Mohd.
Aslam Khan

Counsel for Respondent : - C.S.C.,Asit Srivastava,Tushar Verma

(113) **Case :** - WRIT - C No. - 1198 of 2024

Petitioner : - M/S Bharat Brick Field (New Name Jiya Intt. Udyog)
Thru Partner Ahmad Hasan

Respondent : - State Of U.P. Thru Prin.Secy. Forests, Environment
And Climate Change, Lucknow And Ors.

Counsel for Petitioner : - Jalaj Kumar Gupta,Mehdi Khan,Mohd.
Aslam Khan

Counsel for Respondent : - C.S.C.,Ashok Kumar Verma

(114) **Case :** - WRIT - C No. - 1205 of 2024

Petitioner : - M/S Hmk Brick Works (Old Name Haji Mateen) Thru Proprietor Matin Khan

Respondent : - State Of U.P. Thru Prin.Secy. Forests, Environment And Climate Change, Lucknow And Ors.

Counsel for Petitioner : - Jalaj Kumar Gupta, Mehdi Khan, Mohd. Aslam Khan

Counsel for Respondent : - C.S.C., Asit Srivastava, Vaibhav Mishra

(115) **Case :** - WRIT - C No. - 1208 of 2024

Petitioner : - M/S Royal Brick Works And Ruby Brick Works (New Name Aka Brick Works) Thru Proprietor Aleem Ahmad

Respondent : - State Of U.P. Thru Prin.Secy. Forests, Environment And Climate Change, Lucknow And Ors.

Counsel for Petitioner : - Jalaj Kumar Gupta, Mehdi Khan, Mohd. Aslam Khan

Counsel for Respondent : - C.S.C., Asit Srivastava, Vaibhav Mishra

(116) **Case :** - WRIT - C No. - 1230 of 2024

Petitioner : - M/S Gurudeen Brick Field Thru Proprietor Sri Ram Verma

Respondent : - State Of U.P. Thru Prin.Secy. Forests, Environment And Climate Change, Lucknow And Ors.

Counsel for Petitioner : - Jalaj Kumar Gupta, Mehdi Khan, Mohd. Aslam Khan

Counsel for Respondent : - C.S.C., Asit Srivastava, Vaibhav Mishra

(117) **Case :** - WRIT - C No. - 1250 of 2024

Petitioner : - M/S Chaman Brick Field Sitapur Thru Its Partner(S) Mohd. Ibrahim And Ors.

Respondent : - State Of U.P. Thru Prin.Secy. Forests, Environment And Climate Change, Lucknow And Ors.

Counsel for Petitioner : - Jalaj Kumar Gupta, Mehdi Khan, Mohd. Aslam Khan

Counsel for Respondent : - C.S.C., Asit Srivastava, Vaibhav Mishra

(118) **Case :** - WRIT - C No. - 1275 of 2024

Petitioner : - M/S New Bharat Brick Works, Through Proprietor Noushad Ali

Respondent : - State Of U.P. Thru. Prin. Secy., Forest Environment And Climate Change Deptt., Lko. And Others

Counsel for Petitioner : - Jalaj Kumar Gupta, Mehdi Khan, Mohd. Aslam Khan

Counsel for Respondent : - C.S.C., Asit Srivastava, Vaibhav Mishra

(119) **Case :** - WRIT - C No. - 1279 of 2024

Petitioner : - M/S Mohasin Brick Works (Present Name New Fine Brick Works), Through Partnet Razabul

Respondent : - State Of U.P. Thru. Prin. Secy., Forest Environment

And Climate Change Deptt., Lko. And Others

Counsel for Petitioner : - Jalaj Kumar Gupta, Mehdi Khan, Mohd. Aslam Khan

Counsel for Respondent : - C.S.C., Asit Srivastava, Rishabh Chauhan

(120) **Case :** - WRIT - C No. - 1281 of 2024

Petitioner : - M/S Jishan Ent Udyog, Through Partner Mohd. Ali

Respondent : - State Of U.P. Thru. Prin. Secy., Forest Environment And Climate Change Deptt., Lko. And Others

Counsel for Petitioner : - Jalaj Kumar Gupta, Mehdi Khan, Mohd. Aslam Khan

Counsel for Respondent : - C.S.C., Asit Srivastava, Rishabh Chauhan

(121) **Case :** - WRIT - C No. - 1286 of 2024

Petitioner : - M/S Shankar Brick Works (New Name Narayan Brick Works) Thru Proprietor Devdutt

Respondent : - State Of U.P. Thru Prin. Secy. Forests, Environment And Climate Change, Lucknow And Ors.

Counsel for Petitioner : - Jalaj Kumar Gupta, Mehdi Khan, Mohd. Aslam Khan

Counsel for Respondent : - C.S.C., Asit Srivastava, Rishabh Chauhan

(122) **Case :** - WRIT - C No. - 1297 of 2024

Petitioner : - M/S Saklani Ent Udyog (Old Name Mehrab Ent Udyog), Through Partner Mushahid

Respondent : - State Of U.P. Thru. Prin. Secy., Forest Environment And Climate Change Deptt., Lko. And Others

Counsel for Petitioner : - Jalaj Kumar Gupta, Mehdi Khan, Mohd. Aslam Khan

Counsel for Respondent : - C.S.C., Asit Srivastava, Rishabh Chauhan

(123) **Case :** - WRIT - C No. - 1298 of 2024

Petitioner : - M/S Jugnu Ent Udyog Amroha Thru Proprietor Buniyad Ali

Respondent : - State Of U.P. Thru Prin. Secy. Forests, Environment And Climate Change, Lucknow And Ors.

Counsel for Petitioner : - Jalaj Kumar Gupta, Mehdi Khan, Mohd. Aslam Khan

Counsel for Respondent : - C.S.C., Asit Srivastava, Vivek Kumar Rai

(124) **Case :** - WRIT - C No. - 1324 of 2024

Petitioner : - M/S Hindustan Ent Udyog Thru Partner Nanhe Khan

Respondent : - State Of U.P. Thru Prin. Secy. Forests, Environment And Climate Change, Lucknow And Ors.

Counsel for Petitioner : - Jalaj Kumar Gupta, Mehdi Khan, Mohd. Aslam Khan

Counsel for Respondent : - C.S.C., Asit Srivastava

(125) **Case :** - WRIT - C No. - 1325 of 2024

Petitioner : - M/S New Fauji Brick Works Thru Proprietor Aftab Khan

Respondent : - State Of U.P. Thru Prin.Secy. Forests, Environment And Climate Change, Lucknow And Ors.

Counsel for Petitioner : - Jalaj Kumar Gupta, Mehdi Khan, Mohd. Aslam Khan

Counsel for Respondent : - C.S.C., Asit Srivastava

(126) **Case :** - WRIT - C No. - 1402 of 2024

Petitioner : - M/S Shyam Ent Udyog (New Present Name Sangam Ent Udyog) Thru. Partner Tausif

Respondent : - State Of U.P Thru. Prin. Secy. Forest, Environment And Climate Change And Ors.

Counsel for Petitioner : - Jalaj Kumar Gupta, Mehdi Khan, Mohd. Aslam Khan

Counsel for Respondent : - C.S.C., Asit Srivastava

(127) **Case :** - WRIT - C No. - 1403 of 2024

Petitioner : - M/S Tiranga Brick Works (Old Name Kisan Brick Works), Through Proprietor Intyaz

Respondent : - State Of U.P. Thru. Prin. Secy., Forest Environment And Climate Change Deptt., Lko. And Others

Counsel for Petitioner : - Jalaj Kumar Gupta, Mehdi Khan, Mohd. Aslam Khan

Counsel for Respondent : - C.S.C., Abhishek Tiwari, Asit Srivastava

(128) **Case :** - WRIT - C No. - 1408 of 2024

Petitioner : - M/S Ansari Brick Field, Through Its Proprietor Mustaq Ahmad

Respondent : - State Of U.P. Thru. Prin. Secy., Forest Environment And Climate Change Deptt., Lko. And Others

Counsel for Petitioner : - Jalaj Kumar Gupta, Mehdi Khan, Mohd. Aslam Khan, Ratnesh Dwivedi

Counsel for Respondent : - C.S.C., Abhishek Tiwari, Asit Srivastava

(129) **Case :** - WRIT - C No. - 1431 of 2024

Petitioner : - M/S Hm Brick Field Thru. Partners Mohammad Waseem Khan And Alim Khan

Respondent : - State Of U.P Thru. Prin. Secy., Forest, Environment And Climate Change And Others

Counsel for Petitioner : - Jalaj Kumar Gupta, Mehdi Khan, Mohd. Aslam Khan

Counsel for Respondent : - C.S.C., Asit Srivastava

(130) **Case :** - WRIT - C No. - 1624 of 2024

Petitioner : - M/S Mustak Brick Industries, Thru. Its Partners, Jafuruddin, Mustakeem, Bhure Ali And Chottey Ali

Respondent : - State Of U.P. Thru. Prin. Secy., Forest Environment

And Climate Change Deptt., Lko. And Others

Counsel for Petitioner : - Jalaj Kumar Gupta, Mehdi Khan, Mohd. Aslam Khan

Counsel for Respondent : - C.S.C., Abhishek Tiwari, Asit Srivastava

(131) **Case :** - WRIT - C No. - 1653 of 2024

Petitioner : - M/S Amd Brick Works (New Name Rana Brick Works) Thru Prop. Janne Alam Malpura Urf Malpur, Sambhal

Respondent : - State Of U.P. Thru Prin. Secy. Forests Environment And Climate Change Deptt. Lko And Ors.

Counsel for Petitioner : - Jalaj Kumar Gupta, Mehdi Khan, Mohd. Aslam Khan

Counsel for Respondent : - C.S.C., Asit Srivastava

(132) **Case :** - WRIT - C No. - 1777 of 2024

Petitioner : - M/S Qadri Brick Field Thru Its Partner Akabri Khan

Respondent : - State Of U.P. Thru Prin. Secy. Deptt. Of Forests, Environment And Climate Change And Ors.

Counsel for Petitioner : - Jalaj Kumar Gupta, Mehdi Khan, Mohd. Aslam Khan

Counsel for Respondent : - C.S.C., Asit Srivastava

(133) **Case :** - WRIT - C No. - 1790 of 2024

Petitioner : - Huda Brick Works, Thru. Its Partner(S), Shri Shuav Ullah Khan And Others

Respondent : - State Of U.P. Thru. Prin. Secy., Forest Environment And Climate Change Deptt., Lko. And Others

Counsel for Petitioner : - Jalaj Kumar Gupta, Mehdi Khan, Mohd. Aslam Khan

Counsel for Respondent : - C.S.C., Asit Srivastava

(134) **Case :** - WRIT - C No. - 1791 of 2024

Petitioner : - M/S Sri Balaji Brick, Thru. Proprietor, Rohit Kumar

Respondent : - State Of U.P. Thru. Prin. Secy., Forest Environment And Climate Change Deptt., Lko. And Others

Counsel for Petitioner : - Jalaj Kumar Gupta, Mehdi Khan, Mohd. Aslam Khan, Sunny Singh

Counsel for Respondent : - C.S.C., Asit Srivastava, Chandra Shekher Pandey

(135) **Case :** - WRIT - C No. - 1981 of 2024

Petitioner : - M/S Star Brick Field Sitapur Thru Proprietor Abdul Rehman

Respondent : - State Of U.P. Thru Prin. Secy. Forests, Environment And Climate Change And Ors.

Counsel for Petitioner : - Jalaj Kumar Gupta, Mehdi Khan, Mohd. Aslam Khan

Counsel for Respondent : - C.S.C., Asit Srivastava, Chandra Shekher Pandey

(136) **Case :** - WRIT - C No. - 1988 of 2024

Petitioner : - M/S Chapna Brick Works Thru Prop. Seema Agarwal

Respondent : - State Of U.P. Thru Prin.Secy. Forests, Environment And Climate Change And Ors.

Counsel for Petitioner : - Jalaj Kumar Gupta, Mehdi Khan, Mohd. Aslam Khan

Counsel for Respondent : - C.S.C., Asit Srivastava, Chandra Shekher Pandey

(137) **Case :** - WRIT - C No. - 2244 of 2024

Petitioner : - Ans Brick Works, Thru. Its Partners Babu, Injar Ali, Mohd Yameen, Mohd. Azam And Naeem Ali

Respondent : - State Of U.P. Thru. Prin. Secy., Forest Environment And Climate Change Deptt., Lko. And Others

Counsel for Petitioner : - Jalaj Kumar Gupta, Mehdi Khan, Mohd. Aslam Khan

Counsel for Respondent : - C.S.C., Asit Srivastava, Chandra Shekher Pandey

(138) **Case :** - WRIT - C No. - 3176 of 2024

Petitioner : - M/S Bharat Brick Field Thru. Partners Abdul Haq And Mohd. Israil

Respondent : - State Of U.P Prin. Secy., Forest, Environment And Climate Change And Others

Counsel for Petitioner : - Jalaj Kumar Gupta, Mohd. Aslam Khan

Counsel for Respondent : - C.S.C., Asit Srivastava

(139) **Case :** - WRIT - C No. - 4991 of 2024

Petitioner : - Ashish Kumar Singh

Respondent : - State Of U.P. Thru. Spl. Secy., Deptt. Geology And Mining, And Others

Counsel for Petitioner : - Pushpila Bisht, Ruchir

Counsel for Respondent : - C.S.C., Ashok Kumar Verma, Asit Srivastava

(140) **Case :** - WRIT - C No. - 5047 of 2024

Petitioner : - M/S Shri Krishna Art And Dyeing, Thru. Proprietor Shri Kiran Pal Singh

Respondent : - State Of U.P. Thru. Prin. Secy., Forest Environment And Climate Change Deptt., Lko. And Others

Counsel for Petitioner : - Jalaj Kumar Gupta, Mehdi Khan, Mohd. Aslam Khan

Counsel for Respondent : - C.S.C., Asit Srivastava, Chandra Shekher Pandey

(141) **Case :** - WRIT - C No. - 5048 of 2024

Petitioner : - M/S Diamond Brickfield Through Proprietor Mohd. Jubair

Respondent : - State Of U.P. Thru. Addl. Chief Secy., Environment Forest And Climate Change, Lko. And Others

Counsel for Petitioner : - Saryu Prasad Tiwari, Ashutosh Tiwari

Counsel for Respondent : - C.S.C., Ashok Kumar Verma

(142) **Case :** - WRIT - C No. - 5459 of 2024

Petitioner : - M/S Ujala Bricks (Now J.P. Ent Bhatta) Thru Vijendra Singh And Ors.

Respondent : - State Of U.P. Thru Addl. Chief Secy. Deptt. Of Environment Forest And Climate Change Lko And Ors.

Counsel for Petitioner : - Piyush Pathak, Ashutosh Tiwari

Counsel for Respondent : - C.S.C., Ashok Kumar Verma, Chandra Shekhar Pandey

(143) **Case :** - WRIT - C No. - 5685 of 2024

Petitioner : - M/S Famous Bricks Thru Its Partner Abdul Khalik

Respondent : - State Of U.P. Thru Addl. Chief Secy. Deptt. Of Environment Forest And Climate Change Lko And Ors.

Counsel for Petitioner : - Vikas Vikram Singh, Sumedha Sen, Syed Mehrezur Rehman

Counsel for Respondent : - C.S.C., Ashok Kumar Verma, Chandra Shekhar Pandey

(144) **Case :** - WRIT - C No. - 6221 of 2024

Petitioner : - M/S Om Baba Brick Works, Thru. Its Proprietor Yashdeep

Respondent : - State Of U.P. Thru. Prin. Secy., Forest Environment And Climate Change Deptt., Lko. And Others

Counsel for Petitioner : - Jalaj Kumar Gupta, Mehdi Khan, Mohd. Aslam Khan

Counsel for Respondent : - C.S.C., Asit Srivastava, Chandra Shekhar Pandey

(145) **Case :** - WRIT - C No. - 6641 of 2024

Petitioner : - M/S J.S. International (Pet Food Division) Thru. Partner Mohd. Javed Soleja

Respondent : - State Of U.P. Thru. Prin. Secy., Forest, Environment And Climate Change And Others

Counsel for Petitioner : - Jalaj Kumar Gupta, Devesh Chandra Pathak, Mehdi Khan, Mohd. Aslam Khan

Counsel for Respondent : - C.S.C., Asit Srivastava, Chandra Shekhar Pandey

(146) **Case :** - WRIT - C No. - 7208 of 2024

Petitioner : - M/S New Bharat Ent Bhatta, Thru. Proprietors Mohd. Jubair, Zeeshan, Vahid And Atik Ahmad

Respondent : - State Of U.P. Thru. Secy. Zoology And Mining Dept. And Another

Counsel for Petitioner : - Saryu Prasad Tiwari
Counsel for Respondent : - C.S.C.

(147) **Case :** - WRIT - C No. - 7543 of 2024
Petitioner : - M/S Pind Balluchi (Unit Of Excellence Hospitality)
Thru. Partner Smarity Sindhu And Monu Mishra
Respondent : - State Of U.P., Thru. Prin. Secy., Forest, Environment
And Climate Change And Others
Counsel for Petitioner : - Jalaj Kumar Gupta, Mehdi Khan, Mohd.
Aslam Khan
Counsel for Respondent : - C.S.C., Asit Srivastava, Chandra Shekher
Pandey

(148) **Case :** - WRIT - C No. - 7616 of 2024
Petitioner : - M/S Gupta Brick Works Thru Proprietor Rakesh Kumar
Respondent : - State Of U.P. Thru Addl. Chief Secy. Environment
Forest And Climate Change Lko And Ors.
Counsel for Petitioner : - Smita Chitranshi
Counsel for Respondent : - C.S.C., Asit Srivastava, Chandra Shekher
Pandey

(149) **Case :** - WRIT - C No. - 7619 of 2024
Petitioner : - M/S Mlk Brick Works Gumsani Sambhal Thru Partner
Lal Bahadur
Respondent : - State Of U.P. Thru Addl. Chief Secy. Environment
Forest And Climate Change Lucknow And Ors.
Counsel for Petitioner : - Smita Chitranshi
Counsel for Respondent : - C.S.C., Asit Srivastava, Chandra Shekher
Pandey

(150) **Case :** - WRIT - C No. - 7832 of 2024
Petitioner : - M/S Laxmi Brick Field Thru Proprietor Madan Pal
Respondent : - State Of U.P. Thru Prin. Secy. Forest Environment
And Climate Change Lko And Ors.
Counsel for Petitioner : - Jalaj Kumar Gupta, Mehdi Khan, Mohd.
Aslam Khan, Sunny Singh
Counsel for Respondent : - C.S.C., Asit Srivastava, Chandra Shekher
Pandey

(151) **Case :** - WRIT - C No. - 7916 of 2024
Petitioner : - Abhay Singh
Respondent : - State Of U.P. Thru Addl. Chief Secy. Ministry Of
Environment Forest And Climate Change Lko And Ors.
Counsel for Petitioner : - Himanshu Kamboj, Amit Dwivedi
Counsel for Respondent : - C.S.C., Asit Srivastava

(152) **Case :** - WRIT - C No. - 8064 of 2024
Petitioner : - M/S Madina Frozen Foods Pvt. Ltd., Through Its
Director Mohammad Yamin Khan

Respondent : - State Of U.P. Thru. Prin. Secy. Forest Environment And Climate Change Deptt., Lucknow And 5 Others

Counsel for Petitioner : - Jalaj Kumar Gupta, Mehdi Khan, Mohd. Aslam Khan

Counsel for Respondent : - C.S.C., Asit Srivastava, Chandra Shekher Pandey

(153) **Case :** - WRIT - C No. - 8110 of 2024

Petitioner : - M/S J.B. Daruka Paper Mill Thru Authorized Signatory Shiv Kumar Pandey

Respondent : - State Of U.P. Thru Addl. Chief/ Prin. Secy. Deptt. Of Environment Forests And Climate Change And Ors

Counsel for Petitioner : - Salil Kumar Srivastava, Rahul Srivastava

Counsel for Respondent : - C.S.C., Ashok Kumar Verma, Asit Srivastava

(154) **Case :** - WRIT - C No. - 8204 of 2024

Petitioner : - M/S Sidra Washing, Through Proprietor Mohd. Wasim

Respondent : - State Of U.P. Thru. Prin. Secy. Forest Environment And Climate Change Deptt., Lucknow And 5 Others

Counsel for Petitioner : - Jalaj Kumar Gupta, Mehdi Khan, Mohd. Aslam Khan

Counsel for Respondent : - C.S.C., Asit Srivastava, Chandra Shekher Pandey, Ranjana Srivastava, Shivam Srivastava

(155) **Case :** - WRIT - C No. - 8461 of 2024

Petitioner : - Mohd. Danish

Respondent : - State Of U.P. Thru Prin. Secy. Environment Deptt. Lko And Ors.

Counsel for Petitioner : - Salil Kumar Srivastava, Rahul Srivastava

Counsel for Respondent : - C.S.C., Asit Srivastava

(156) **Case :** - WRIT - C No. - 8496 of 2024

Petitioner : - Gul Vadan

Respondent : - State Of U.P. Thru Addl. Chief Secy. Ministry Of Environment Forest And Climate Change Lko And Ors.

Counsel for Petitioner : - Himanshu Kamboj, Amit Dwivedi

Counsel for Respondent : - C.S.C., Asit Srivastava

(157) **Case :** - WRIT - C No. - 8509 of 2024

Petitioner : - Shakeel Ahmad

Respondent : - State Of U.P. Thru Prin. Secy. Environment Deptt. Lucknow And Ors.

Counsel for Petitioner : - Salil Kumar Srivastava, Rahul Srivastava

Counsel for Respondent : - C.S.C., Ashok Kumar Verma, Asit Srivastava

(158) **Case :** - WRIT - C No. - 8510 of 2024

Petitioner : - Niraj Upadhyay

Respondent : - State Of U.P. Thru Addl. Chief Secy. Ministry Of Environment Forests And Climate Change Lko And Ors

Counsel for Petitioner : - Himanshu Kamboj, Amit Dwivedi

Counsel for Respondent : - C.S.C., Asit Srivastava

(159) **Case :** - WRIT - C No. - 8513 of 2024

Petitioner : - Ganga Sagar Singh

Respondent : - State Of U.P. Thru Addl. Chief Secy. Environemtn Forests And Climate Change Lko And Ors.

Counsel for Petitioner : - Vinod Kumar Mishra, Amit Dwivedi

Counsel for Respondent : - C.S.C., Asit Srivastava

(160) **Case :** - WRIT - C No. - 8775 of 2024

Petitioner : - M/S Tandoori Chaska (Old Name Shreshtha Gandhi Food Forest) Thru Partner Anil Sharma

Respondent : - State Of U.P. Thru Prin. Secy. Forest Environment And Climate Change Lko And Ors.

Counsel for Petitioner : - Jalaj Kumar Gupta, Mehdi Khan, Mohd. Aslam Khan

Counsel for Respondent : - C.S.C., Asit Srivastava, Chandra Shekher Pandey

(161) **Case :** - WRIT - C No. - 8791 of 2024

Petitioner : - M/S Jubliant Food Works Ltd. Thru Auth. Person Nrip Vibhaw

Respondent : - State Of U.P. Thru Prin. Secy. Forest, Environment And Climate Change Deptt. Lko And Ors.

Counsel for Petitioner : - Jalaj Kumar Gupta, Mehdi Khan, Mohd. Aslam Khan

Counsel for Respondent : - C.S.C., Asit Srivastava, Chandra Shekher Pandey

(162) **Case :** - WRIT - C No. - 11237 of 2024

Petitioner : - M/S R.K. Ent Udyog Through Its Authorised Representative Shri Kumar Pal Singh

Respondent : - State Of U.P. Thru Prin. Secy. Forests Environment And Climate Change And Ors.

Counsel for Petitioner : - Prashant Shukla, Priya Pandey

Counsel for Respondent : - C.S.C., Asit Srivastava

(163) **Case :** - WRIT - C No. - 490 of 2025

Petitioner : - M/S Bohre Ram Dayal, Ent Udhyog, Proprietor Shri Ashok Kumar Bhardwaj

Respondent : - State Of U.P. Thru. Prin. Secy. Forest Environment Climate Change Deptt., Lucknow And Others

Counsel for Petitioner : - Jalaj Kumar Gupta, Mehdi Khan, Mohd. Aslam Khan

Counsel for Respondent : - C.S.C., Chandra Shekher Pandey

(164) **Case :** - WRIT - C No. - 1179 of 2025

Petitioner : - M/S Santosh Ent Bhatta Sultanpur Thru Its Proprietor
Raj Keshar Singh

Respondent : - U.P. Pollution Control Board Lucknow Thru
Chairman And Ors.

Counsel for Petitioner : - Ajay Pratap Singh

Counsel for Respondent : - Ashok Kumar Verma,C.S.C.

(165) **Case :** - WRIT - C No. - 1420 of 2025

Petitioner : - M/S Alig Tannery Unnao Thru Its Authorized
Representative Hameedur Rehman Ansari

Respondent : - State Of U.P. Thru Addl. Chief Secy. Environemtn
Forests And Climate Change And Ors.

Counsel for Petitioner : - Pooja Singh,Abhishek Yadav,Surya
Prakash Tiwari

Counsel for Respondent : - C.S.C.,Asit Srivastava,Vaibhav Mishra

(166) **Case :** - WRIT - C No. - 1512 of 2025

Petitioner : - M/S Gaursons Promoters Pvt. Ltd. Thru Authorized
Signatory Divyanshu Srivastava

Respondent : - State Of U.P. Thru Prin.Secy. Environment Deptt.
Lucknow And Ors.

Counsel for Petitioner : - Salil Kumar Srivastava,Rahul Srivastava

Counsel for Respondent : - C.S.C.,Ashok Kumar Verma

(167) **Case :** - WRIT - C No. - 1610 of 2025

Petitioner : - M/S Bhagwati Colour Implex Ghaziabad Thru
Proprietor Mukesh Pahuja

Respondent : - State Of U.P. Thru Prin.Secy. Environment Forests
And Climate Change Lko And Ors.

Counsel for Petitioner : - Kazim Ibrahim

Counsel for Respondent : - C.S.C.,Ashok Kumar Verma,Chandra
Shekhar Pandey,Chandra Shekher Pandey

(168) **Case :** - WRIT - C No. - 1611 of 2025

Petitioner : - M/S Pawan Dyeing Ghaziabad Thru Proprietor Pawan
Agarwal

Respondent : - State Of U.P. Thru Prin.Secy. Environment Forests
And Climate Change Lko And Ors.

Counsel for Petitioner : - Kazim Ibrahim

Counsel for Respondent : - C.S.C.,Ashok Kumar Verma,Chandra
Shekhar Pandey

(169) **Case :** - WRIT - C No. - 1626 of 2025

Petitioner : - M/S Lakshya Enterprises (Old Name Shikha
Enterprises) Ghaziabad Thru-Prop. Subhash Chand Yadav

Respondent : - State Of U.P. Thru Prin.Secy. Environment Forests
And Climate Change Lko And Ors.

Counsel for Petitioner : - Kazim Ibrahim

Counsel for Respondent : - C.S.C.,Ashok Kumar Verma,Chandra Shekhar Pandey

(170) **Case :** - WRIT - C No. - 1627 of 2025

Petitioner : - M/S Jai Maa Garments Ghaziabad Thru Proprietor Suresh Chandra

Respondent : - State Of U.P. Thru Prin.Secy. Environment Forests And Climate Change Lko And Ors.

Counsel for Petitioner : - Kazim Ibrahim

Counsel for Respondent : - C.S.C.,Ashok Kumar Verma,Chandra Shekhar Pandey,Chandra Shekher Pandey

(171) **Case :** - WRIT - C No. - 1632 of 2025

Petitioner : - M/S Vanshika Dyeing Ghaziabad Thru Proprietor Desh Raj Gupta

Respondent : - State Of U.P. Thru Prin.Secy. Environment Forests And Climate Change Lko And Ors.

Counsel for Petitioner : - Kazim Ibrahim

Counsel for Respondent : - C.S.C.,Ashok Kumar Verma,Chandra Shekhar Pandey,Chandra Shekher Pandey

(172) **Case :** - WRIT - C No. - 1633 of 2025

Petitioner : - M/S S. Star Enterprises Ghaziabad Thru Prop. Rajmala

Respondent : - State Of U.P. Thru Prin.Secy. Environment Forests And Climate Change Lko And Ors.

Counsel for Petitioner : - Kazim Ibrahim

Counsel for Respondent : - C.S.C.,Ashok Kumar Verma,Chandra Shekhar Pandey,Chandra Shekher Pandey

(173) **Case :** - WRIT - C No. - 1714 of 2025

Petitioner : - M/S Nisha Prints Ghaziabad Thru Proprietor Ram Prakash

Respondent : - State Of U.P. Thru Prin.Secy. Environment Forests And Climate Change Lko And Ors.

Counsel for Petitioner : - Kazim Ibrahim

Counsel for Respondent : - C.S.C.,Ashok Kumar Verma,Chandra Shekhar Pandey

(174) **Case :** - WRIT - C No. - 1715 of 2025

Petitioner : - M/S Swastik Washing Works Ghaziabad Thru Proprietor Shikha Jain

Respondent : - State Of U.P And Others

Counsel for Petitioner : - Kazim Ibrahim

Counsel for Respondent : - Vaibhav Mishra,Ashok Kumar Verma,Chandra Shekhar Pandey

(175) **Case :** - WRIT - C No. - 2074 of 2025

Petitioner : - Ravi Shankar Shukla

Respondent : - State Of U.P. Thru Secy. Deptt. Of Geology And

Mining Lko And Ors.

Counsel for Petitioner : - Pushpila Bisht, Sukhmani Singh

Counsel for Respondent : - C.S.C., Ashok Kumar Verma

(176) **Case :** - WRIT - C No. - 2107 of 2025

Petitioner : - M/S Triveni Engineers And Industries Ltd. (Alco Chemical Unit) Noida Thru Its Authorised Signatory

Respondent : - State Of U.P. Thru Addl. Chief Secy./ Prin. Secy. Deptt. Of Environment Forests And Climate And Ors.

Counsel for Petitioner : - Gaurav Mehrotra, Harsh Vardhan Mehrotra, Maria Fatima

Counsel for Respondent : - C.S.C., Ashok Kumar Verma

(177) **Case :** - WRIT - C No. - 2116 of 2025

Petitioner : - M/S Balaji Ent Udyog Aligarh Thru Proprietor Sachendra Kumar

Respondent : - State Of U.P. Thru Prin. Secy. Forest, Environment And Climate Change Lucknow And Ors.

Counsel for Petitioner : - Prashant Shukla, Priya Pandey, Shashank Kumar

Counsel for Respondent : - C.S.C., Ashok Kumar Verma

Hon'ble Attau Rahman Masoodi J.

Hon'ble Subhash Vidyarthi J.

(Per Subhash Vidyarthi J.)

- (1) Heard Sri Jaideep Narain Mathur, Senior Advocate, assisted by Ms. Aprajita Bansal, Sri. Anilesh Tewari, Ms. Gursimran Kaur, Advocates, Sri Jalaj Kumar Gupta, Sri Mehdi Khan, Sri Mohd. Aslam Khan, Sri Rahul Srivastava, Sri Salil Kumar Srivastava, Sri Sarvesh Kumar, Sri Shivang Tiwari, Sri Mohd. Khalid Amin Khan, Sri Saryu Prasad Tiwari, Sri Ratnesh Dwivedi, Sri Sheeran Mohiuddin Alavi, Ms. Aditi Tripathi, Sri Harsh Vardhan Kediya, Sri Ankur Yadav, Sri Arvind Kumar Shukla, Ms. Smita Chitranshi, Sri Sunny Singh, Sri Kripa Shankar Yadav, Ms. Moni Yadav, Ms. Preeti Yadav, Sri Pawan Kumar Upadhyay, Sri Ram Ji Trivedi, Ms. Shraddha Tripathi, Sri Prashant Shukla, Sri Ashutosh Tiwari, Sri Saryu Prasad Tiwari, Sri Piyush Pathak, Ms. Sumedha Sen, Sri Syed Mehruzur Rehman, Sri Vikas Vikram Singh, Sri Devesh Chandra Pathak, Sri Amit Dwivedi, Sri Himanshu Kamboj, Sri Vinod Kumar

Mishra, Sri Prashant Shukla, Ms. Priya Pandey, Sri Ajay Pratap Singh, Sri Abhishek Yadav, Dr. Pooja Singh, Sri Surya Prakash Tiwari, Sri Kazim Ibrahim, Ms. Pushipla Bisht, Ms. Sukhmani Singh, Sri Gaurav Mehrotra, Sri Harsh Vardhan Mehtroa, Ms. Maria Fatima and Sri Shashank Kumar, learned counsel appearing for the petitioners in their respective writ petitions, and Sri Ashok Kumar Verma assisted by Sri Tushar Verma, Sri Asit Srivastava & Sri Vaibhav Mishra, learned counsel for U.P. Pollution Control Board, Sri Rishabh Kapoor, learned counsel for the U.P. Jal Nigam, Sri Namit Sharma, learned counsel for Lucknow Municipal Corporation and Sri Akash Sinha, learned Standing Counsel for the State and Sri Asit Srivastava, Sri Chandra Shekhar Pandey, Sri Devesh Chandra Pathak, Sri Rishabh Chauhan, Ms. Ranjana Srivastava, Sri Shivam Srivastava, learned counsel appearing for the contesting respondents.

- (2) All the aforesaid writ petitions have been filed challenging various orders passed by the U.P. Pollution Control Board imposing environmental compensation on the petitioners' industries. Validity of the orders imposing environmental compensation has been challenged in all the writ petitions on a common ground that the U.P. Pollution Control Board does not have the authority to impose environmental compensation and to recover the same from an industry, under any statutory provision.
- (3) As a common question is involved in all the aforesaid writ petitions, all the Writ Petitions are being decided by this common judgment.
- (4) Sri J. N. Mathur, learned Senior Advocate who led submissions on behalf of the petitioners, has submitted that a bare perusal of the provisions contained in the NGT Act and the NGT Rules,

2011 makes it manifest that the legislature has conferred the jurisdiction to adjudicate the claims regarding payment of compensation for causing environmental damage upon the National Green Tribunal, which has been constituted as an expert body. The NGT Act is a complete Code in itself which has been enacted for adjudication of claims relating to compensation for any damage caused to the environment. He has submitted that the functions of the Board are enumerated in Section 17 of the Water (Prevention and Control of Pollution) Act, 1974 (which will hereinafter be referred to as 'the Water Act') and the same do not include performance of any adjudicatory function. The U.P. Pollution Control Board does not have jurisdiction to impose compensation and recover the same; rather, the Board has to file an application to the Tribunal as provided in Section 18 of the NGT Act.

- (5) Shri Gaurav Mehrotra, Advocate assisted by Ms. Maria Fatima, learned Counsel appearing in Writ-C No. 2107 of 2025 has submitted that the jurisdiction can be conferred by Statute alone and it cannot be conferred by any Court or Tribunal, not even by the Hon'ble Supreme Court. He has relied upon the judgments in the case of **Benarsi Silk Palace Vs. Commr. of Income Tax** [1964] 52 ITR 220 (All) and **Chiranjilal Shrilal Goenka v. Jasjit Singh and others**: (1993) 2 SCC 507. He has also relied upon the judgments in the cases of **Jagmittar Sain Bhagat v. Health Services, Haryana**: (2013) 10 SCC 136.
- (6) *Per Contra*, Sri A. K. Verma, the learned Counsel for the U. P. Pollution Control Board has submitted that Section 33-A of the Water Act, 1974 and Section 31-A of the Air (Prevention and Control of Pollution) Act, 1981 (which will hereinafter be referred to as 'the Air Act') empower the Pollution Control Board to issue any direction to any person. It is in exercise of the aforesaid statutory powers that the U.P. Pollution Control

Board has the authority to issue a direction to any person for payment of environmental compensation and to recover the same. He has further submitted that any person aggrieved by such a direction can file an appeal against the direction(s) issued by the U.P. Pollution Control Board before the National Green Tribunal as is provided under Section 33-B of the Water Act and under Section 31-B of the Air Act. He has submitted that Section 16 of the NGT Act also provides that any person aggrieved by and directions issued by a Board under Section 33-A of the Water Act.

- (7) Relying upon the aforesaid provisions of the NGT Act, Sri Verma has submitted that when Section 31-B of the Air Act confers appellate jurisdiction upon the National Green Tribunal in respect of directions issued under Section 31-A of the Air Act; Section 33-B of the Water Act and Section 16 of the NGT Act confer appellate jurisdiction upon the National Green Tribunal in respect of directions issued under Section 33-A of the Water Act, the National Green Tribunal would not have the original jurisdiction to adjudicate upon the subject matter regarding which it has appellate jurisdiction.
- (8) Shri Verma has submitted that the Water Act is a social legislation and it should be given a purposive interpretation. The Board's power under Section 33-A of the Water Act are very wide and unfettered. The Board has the power to award compensation in exercise of the powers conferred by Section 33-A of the Water Act and Section 31-A of the Air Act. The orders passed under Section 33-A of the Water Act or Section 31-A of the Air Act are appealable under Section 16 of the NGT Act.
- (9) The learned Counsel for the State Pollution Control Board has submitted that Section 17 of the Water Act enumerates the

functions of the State Board and sub-Section (1) (l) (ii) of Section 17 provides that the functions of a State Board include requiring any person concerned to construct new systems for the disposal of sewage and trade effluents or to modify, alter or extend any such existing system or to adopt such remedial measures as are necessary to prevent, control or abate water pollution. Sub-Section (1) (o) of Section 17 provides that the functions of the State Board will include to perform such other functions as may be prescribed or as may, from time to time, be entrusted to it by the Central Board or the State Government.

(10) Shri Verma has also submitted that Section 18(2) of the NGT Act provides that an application for grant of relief or compensation or settlement of dispute may be made to the Tribunal without prejudice to the provisions contained in Section 16 of the NGT Act. Therefore, the provision regarding filing of an application by the Pollution Control Board contained in Section 18(2)(f) of the NGT Act is without prejudice to the appellate powers of the Tribunal contained in Section 16 of the NGT Act and the appellate power under Section 16 will have a precedence over the provisions contained in Section 18(2). He has also submitted that Section 19 of the NGT Act lays down the procedure and powers of the Tribunal. A cumulative reading of the aforesaid provisions makes it clear that the Pollution Control Board has power to issue directions including the direction for payment of compensation.

(11) Sri Verma has submitted that 'water pollution' is included in the term 'water' occurring in item - 17 of List - II contained in Schedule 7 appended to the Constitution of India, and therefore, it is a State subject. He has also submitted that the entries occurring in Schedule - 7 should be given the widest interpretation. Sri Verma has drawn our attention to the directive principles of State policy contained in Part IV of the

Constitution of India. Article 48-A provides that the State shall endeavor to protect and improve the environment and to safeguard the forests and wild life of the country. Part IV-A of the Constitution of India enlists fundamental duties and Article 51-A(g) provides that it shall be the duty of every citizen of India to protect and improve the natural environment including forests, lakes, rivers and wild life, and to have compassion for living creatures.

- (12) The learned Counsel for the Board has submitted that the State Authorities have to strike a balance between sustainable development and protection of environment. The State has to ensure that a polluter pays compensation for any damage caused by him to the environment.
- (13) He has further submitted that Chapter VI of the Air Act contains provisions regarding penalties and procedure and it provides that the adjudicating officer may impose penalty. The power to impose penalty under the Air Act vests in the Adjudicating Officer. He has also submitted that in case the industry operates without consent of the Board, it may be prosecuted. However, in case of other violations, penalty can be imposed by the Adjudicating Officer without prosecution.
- (14) Shri Chandra Shekhar Pandey, the learned Counsel appearing for the Central Pollution Board has relied upon the decision in the case of **Paryavaran Suraksha Samiti v. Union of India**: (2017) 5 SCC 326, in which the Hon'ble Supreme Court has granted liberty to private individual(s) and organizations, to address complaints to the Pollution Control Board if any industry is in default. On the receipt of any such complaint, the Pollution Control Board concerned shall be obliged to verify the same and take such action against the defaulting industry, as may be permissible in law. Such action would be in addition to

the discontinuation of industrial activity forthwith. The Pollution Control Boards were also directed to initiate such civil or criminal action, as may be permissible in law, against all or any of the defaulters. It is in furtherance of the aforesaid directions that Original Application No. 593/2017, Paryavaran Suraksha Samiti and another v. Union of India and others, was registered before the National Green Tribunal, Principal Bench, New Delhi which is still continuing and directions are issued in the said case from time to time. By means of directions issued by the NGT in the aforesaid case, the Board has been empowered to impose and recover compensation from the defaulting industrial units.

- (15) In **Rylands v. Fletcher**: (1861-73) All ER Rep 1, it was laid down that if a person brings on to his land and collects and keeps there anything likely to do harm and such thing escapes and does damage to another, he is liable to compensate for the damage caused.
- (16) In the year 1986, the Environment (Protection) Act, 1986, (which will hereinafter be referred to as 'the Act of 1986') was enacted on 23.05.1986 to provide for the protection and improvement of environment and for matters connected therewith. Section 3 of the Act of 1986 provides for the powers of the Central Government to take measures to protect and improve environment.
- (17) In the case of **M.C. Mehta and another v. Union of India and others**: (1987) 1 SCC 395 (decided on 20.12.1986), a Constitution Bench consisting of five Hon'ble Judges of the Supreme Court dealt with the question as to what is the measure of liability of an enterprise which is engaged in a hazardous or inherently dangerous industry, if by reason of an accident occurring in such industry, persons die or get injured. The

Hon'ble Supreme Court referred to the rule that was evolved in **Rylands v. Fletcher** (Supra) and held that: -

"31. ...We have to develop our own law and if we find that it is necessary to construct a new principle of liability to deal with an unusual situation which has arisen and which is likely to arise in future on account of hazardous or inherently dangerous industries which are concomitant to an industrial economy, there is no reason why we should hesitate to evolve such principle of liability merely because it has not been so done in England. ... We would therefore hold that where an enterprise is engaged in a hazardous or inherently dangerous activity and harm results to anyone on account of an accident in the operation of such hazardous or inherently dangerous activity resulting, for example, in escape of toxic gas the enterprise is strictly and absolutely liable to compensate all those who are affected by the accident and such liability is not subject to any of the exceptions which operate vis-a-vis the tortious principle of strict liability under the rule in Rylands v. Fletcher (supra)."

- (18) The Public Liability Insurance Act, 1991 was enacted by the Parliament to provide for public liability insurance for the purpose of providing immediate relief to the persons affected by accidents occurring while handling any hazardous substance and for matters connected therewith or incidental thereto.
- (19) In the year 1995, the National Environment Tribunal Act, 1995, was enacted to provide for strict liability for damages arising out of any accident occurring while handling any hazardous substance and for the establishment of a National Environment Tribunal for effective and expeditious disposal of cases arising from such accident, with a view to giving relief and compensation for damages to persons, property and the environment and for matters connected therewith or incidental thereto.
- (20) In spite of the aforesaid enactments, the National Environment Tribunal was not constituted. Taking cognizance of this situation, in **Vellore Citizens' Welfare Forum v. Union of**

India and others: (1996) 5 SCC 647, the Hon'ble Supreme Court issued the following directions:-

"1. The Central Government shall constitute an authority under Section 3(3) of the Environment (Protection) Act, 1986 and shall confer on the said authority all the powers necessary to deal with the situation created by the tanneries and other polluting industries in the State of Tamil Nadu. The authority shall be headed by a retired judge of the High Court and it may have other members -- preferably with expertise in the field of pollution control and environment protection -- to be appointed by the Central Government. The Central Government shall confer on the said authority the powers to issue directions under Section 5 of the Environment Act and for taking measures with respect to the matters referred to in clauses (v), (vi), (vii), (viii) (ix), (x) and (xii) of sub-Section (2) of Section 3. The Central Government shall constitute the authority before September 30, 1996.

2. The authority so constituted by the Central Government shall implement the "Precautionary Principle" and the "Polluter Pay Principle". The authority shall, with the help of expert opinion and after giving opportunity to the polluters concerned assess the loss to the ecology/environment in the affected areas and shall also identify the individuals/families who have suffered because of the pollution and shall assess the compensation to be paid to the said individuals/families. The authority shall further determine the compensation to be recovered from the polluters as cost of reversing the damaged environment. The authority shall lay down just and fair procedure for completing the exercise.

3. The authority shall compute the compensation under two heads namely, for reversing the ecology and for payment to individuals. A statement showing the total amount to be recovered, the names of the polluters from whom the amount is to be recovered, the amount to be recovered from each polluter, the persons to whom the compensation is to be paid and the amount payable to each of them shall be forwarded to the Collector/District Magistrate of the area concerned. The Collector/District Magistrate shall recover the amount from the polluters, if necessary, as arrears of land revenue. He shall disburse the compensation awarded by the authority to the affected persons/families.

4. The authority shall direct the closure of the industry owned/managed by a polluter in case he evades or refuse to pay the compensation awarded against him. This shall be in addition to the recovery from him as arrears of land revenue.

5. An industry may have set up the necessary pollution control device at present but it shall be liable to pay for the past pollution generated by the said industry which has resulted in the environmental degradation and suffering to the residents of the area."

- (21) In the year 1997, the National Environment Appellate Authority Act, 1997 was enacted to provide for the establishment of a National Environment Appellate Authority to hear appeals with respect to restriction of areas in which any industries, operations or processes or class of industries, operations or processes shall not be carried out or shall be carried out subject to certain safeguards under the Environment (Protection) Act, 1986 and for matters connected therewith or incidental thereto.
- (22) The Water Act was been enacted in the year 1974 with the following object:-

"An Act to provide for the prevention and control of water pollution and the maintaining or restoring of wholesomeness of water; for the establishment, with a view to carrying out the purposes aforesaid, of Boards for the prevention and control of water pollution, for conferring on and assigning to such Boards powers and functions relating thereto and for matters connected therewith."

- (23) Section 3 of the Water Act provides for constitution of the Central Pollution Control Board, whereas Section 4 of the Act, 1974 provides for constitution of the State Pollution Control Boards.
- (24) Chapter IV of the Water Act contains provisions regarding powers and functions of the Board. Section 16 of the Water Act provides for functions of the Central Board, whereas Section 17 provides for the functions of the State Boards. The relevant

provisions of Section 17 of the Water Act are being reproduced here-in-below:-

***"17. Functions of State Board.—**(1) Subject to the provisions of this Act, the functions of a State Board shall be—*

(a) to plan a comprehensive programme for the prevention, control or abatement of pollution of streams and wells in the State and to secure the execution thereof;

(b) to advise the State Government on any matter concerning the prevention, control or abatement of water pollution;

(c) to collect and disseminate information relating to water pollution and the prevention, control or abatement thereof;

(d) to encourage, conduct and participate in investigations and research relating to problems of water pollution and prevention, control or abatement of water pollution;

(e) to collaborate with the Central Board in organising the training of persons engaged or to be engaged in programmes relating to prevention, control or abatement of water pollution and to organise mass education programmes relating thereto;

(f) to inspect sewage or trade effluents, works and plants for the treatment of sewage and trade effluents and to review plans, specifications or other data relating to plants set up for the treatment of water, works for the purification thereof and the system for the disposal of sewage or trade effluents or in connection with the grant of any consent as required by this Act;

(g) to lay down, modify or annul effluent standards for the sewage and trade effluents and for the quality of receiving waters (not being water in an inter-State stream) resulting from the discharge of effluents and to classify waters of the State;

(h) to evolve economical and reliable methods of treatment of sewage and trade effluents, having regard to the peculiar conditions of soils, climate and water resources of different regions and more especially the prevailing flow characteristics of water in streams and wells which render it impossible to attain even the minimum degree of dilution;

(i) to evolve methods of utilisation of sewage and suitable trade effluents in agriculture;

(j) to evolve efficient methods of disposal of sewage and trade effluents on land, as are necessary on account of the predominant conditions of scant stream flows that do not provide for major part of the year the minimum degree of dilution;

(k) to lay down standards of treatment of sewage and trade effluents to be discharged into any particular stream taking into account the minimum fair weather dilution available in that stream and the tolerance limits of pollution permissible in the water of the stream, after the discharge of such effluents;

(l) to make, vary or revoke any order—

(i) for the prevention, control or abatement of discharges of waste into streams or wells;

(ii) requiring any person concerned to construct new systems for the disposal of sewage and trade effluents or to modify, alter or extend any such existing system or adopt such remedial measures as are necessary to prevent, control or abate water pollution;

(m) to lay down effluent standards to be complied with by persons while causing discharge of sewage or sullage or both and to lay down, modify or annul effluent standards for the sewage and trade effluents;

(n) to advise the State Government with respect to the location of any industry the carrying on of which is likely to pollute a stream or well;

(o) to perform such other functions as may be prescribed or as may, from time to time, be entrusted to it by the Central Board or the State Government.

(2) The Board may establish or recognise a laboratory or laboratories to enable the Board to perform its functions under this section efficiently, including the analysis of samples of water from any stream or well or of samples of any sewage or trade effluents."

- (25) Section 18(1)(b) of the Water Act provides that in performance of its functions under the Act, every State Board shall be bound

by such directions in writing as the Central Board or the State Government may give to it.

- (26) Section 32 of the Water Act empowers the Board to take emergency measures in the case of pollution of streams or wells or on land and this provision is being quoted below:-

“32. Emergency measures in case of pollution of stream or well.—(1) Where it appears to the State Board that any poisonous, noxious or polluting matter is present in any stream or well or on land by reason of the discharge of such matter in such stream or well or on such land or has entered into that stream or well due to any accident or other unforeseen act or event, and if the Board is of opinion that it is necessary or expedient to take immediate action, it may for reasons to be recorded in writing, carry out such operations as it may consider necessary for all or any of the following purposes, that is to say,—

(a) removing that matter from the stream or well or on land and disposing it of in such manner as the Board considers appropriate;

(b) remedying or mitigating any pollution caused by its presence in the stream or well;

(c) issuing orders immediately restraining or prohibiting the person concerned from discharging any poisonous, noxious or polluting matter into the stream or well or on land, or from making insanitary use of the stream or well.

(2) The power conferred by sub-section (1) does not include the power to construct any works other than works of a temporary character which are removed on or before the completion of the operations.”

- (27) Section 33 of the Water Act provides as follows: -

“33. Power of Board to make application to courts for restraining apprehended pollution of water in streams or wells.—(1) Where it is apprehended by a Board that the water in any stream or well is likely to be polluted by reason of the disposal or likely disposal of any matter in such stream or well or in any sewer or on any land, or otherwise, the Board may make an application to a court, not inferior to that of a Metropolitan Magistrate or a Judicial Magistrate of

the first class, for restraining the person who is likely to cause such pollution from so causing.

(2) On receipt of an application under sub-section (1) the court may make such order as it deems fit. ... "

- (28) There is no provision in the Water Act which confers any power of judicial or quasi-judicial nature on the State Board.
- (29) The National Green Tribunal Act, 2010 (which will hereinafter be referred to as 'the NGT Act') was enacted on 02.06.2010 with the following object:-

"An Act to provide for the establishment of a National Green Tribunal for the effective and expeditious disposal of cases relating to environmental protection and conservation of forests and other natural resources including enforcement of any legal right relating to environment and giving relief and compensation for damages to persons and property and for matters connected therewith or incidental thereto."

- (30) Thus NGT has been established with the object of effective and expeditious disposal of cases relating to compensation relating to environment. The composition of NGT is provided in Section 4 (1) of the NGT Act which is as follows:-

"4. Composition of Tribunal – (1) The Tribunal shall consist of,–

(a) a full-time Chairperson;

(b) not less than ten but subject to not maximum of twenty full-time Judicial Members as the Central Government may, from time to time, notify;

(c) not less than ten but subject to maximum twenty full-time Expert Members, as the Central Government may, from time to time, notify."

- (31) The qualifications of Chairperson, Judicial Member and Expert Member are provided in Section 5 of the NGT Act, which is as follows:-

"5. Qualifications for appointment of Chairperson, Judicial Member and Expert Member.—(1) A person shall not be qualified for appointment as the Chairperson or Judicial Member of the Tribunal

unless he is, or has been, a Judge of the Supreme Court of India or Chief Justice of a High Court:

Provided that a person who is or has been a Judge of the High Court shall also be qualified to be appointed as a Judicial Member.

(2) A person shall not be qualified for appointment as an Expert Member, unless he,—

(a) has a degree in Master of Science (in physical sciences or life sciences) with a Doctorate degree or Master of Engineering or Master of Technology and has an experience of fifteen years in the relevant field including five years practical experience in the field of environment and forests (including pollution control, hazardous substance management, environment impact assessment, climate change management, biological diversity management and forest conservation) in a reputed National level institution; or

(b) has administrative experience of fifteen years including experience of five years in dealing with environmental matters in the Central or a State Government or in a reputed National or State level institution.

(3) The Chairperson, Judicial Member and Expert Member of the Tribunal shall not hold any other office during their tenure as such.

(4) The Chairperson and other Judicial and Expert Members shall not, for a period of two years from the date on which they cease to hold office, accept any employment in, or connected with the management or administration of, any person who has been a party to a proceeding before the Tribunal under this Act:

Provided that nothing contained in this section shall apply to any employment under the Central Government or a State Government or local authority or in any statutory authority or any corporation established by or under any Central, State or Provincial Act or a Government company as defined in section 617 of the Companies Act, 1956 (1 of 1956)."

(32) The aforesaid provision makes it manifest that NGT has been constituted as a body of experts.

- (33) Chapter III of the NGT Act deals with jurisdiction, powers and proceedings of the Tribunal. Section 14 of the NGT Act provides that the Tribunal shall have jurisdiction over all civil cases where a substantial question relating to environment (including enforcement of any legal right relating to environment), is involved and such question arises out of the implementation of the enactments specified in Schedule I.
- (34) The phrase "Substantial question relating to environment" is defined in Section 2(m) of the NGT Act as follows:-

"(m) "substantial question relating to environment" shall include an instance where,—

(i) there is a direct violation of a specific statutory environmental obligation by a person by which,—

(A) the community at large other than an individual or group of individuals is affected or likely to be affected by the environmental consequences; or

(B) the gravity of damage to the environment or property is substantial; or

(C) the damage to public health is broadly measurable;

(ii) the environmental consequences relate to a specific activity or a point source of pollution;"

- (35) Section 15 of the NGT Act provides for relief, compensation and restitution and the relevant parts of this Section read as follows:-

15. Relief, compensation and restitution.—(1) The Tribunal may, by an order, provide,—

(a) relief and compensation to the victims of pollution and other environmental damage arising under the enactments specified in the Schedule I (including accident occurring while handling any hazardous substance);

(b) for restitution of property damaged;

(c) for restitution of the environment for such area or areas, as the Tribunal may think fit.

* * *

(2) The relief and compensation and restitution of property and environment referred to in clauses (a), (b) and (c) of sub-section (1) shall be in addition to the relief paid or payable under the Public Liability Insurance Act, 1991 (6 of 1991).

* * *

(4) The Tribunal may, having regard to the damage to public health, property and environment, divide the compensation or relief payable under separate heads specified in Schedule II so as to provide compensation or relief to the claimants and for restitution of the damaged property or environment, as it may think fit.

* * *

- (36) Schedule - I referred to in Sections 14 and 15 of the Act lists the following Acts:-

*"1. The Water (Prevention and Control of Pollution) Act, 1974;
2. The Water (Prevention and Control of Pollution) Cess Act, 1977;
3. The Forest (Conservation) Act, 1980;
4. The Air (Prevention and Control of Pollution) Act, 1981;
5. The Environment (Protection) Act, 1986;
6. The Public Liability Insurance Act, 1991;
7. The Biological Diversity Act, 2002"*

- (37) Schedule II referred to in Section 15 of the NGT Act as follows:-

"Heads under which compensation or relief for damage may be claimed

- (a) Death;*
(b) Permanent, temporary, total or partial disability or other injury or sickness;
(c) Loss of wages due to total or partial disability or permanent or temporary disability;
(d) Medical expenses incurred for treatment of injuries or sickness;
(e) Damages to private property;
(f) Expenses incurred by the Government or any local authority in providing relief, aid and rehabilitation to the affected persons;
(g) Expenses incurred by the Government for any administrative or legal action or to cope with any harm or damage, including

compensation for environmental degradation and restoration of the quality of environment;

(h) Loss to the Government or local authority arising out of, or connected with, the activity causing any damage;

(i) Claims on account of any harm, damage or destruction to the fauna including milch and draught animals and aquatic fauna;

(j) Claims on account of any harm, damage or destruction to flora including aquatic flora, crops, vegetables, trees and orchards;

(k) Claims including cost of restoration on account of any harm or damage to environment including pollution of soil, air, water, land and eco-systems;

(l) Loss and destruction of any property other than private property;

(m) Loss of business or employment or both;

(n) Any other claim arising out of, or connected with, any activity of handling of hazardous substance."

(38) Section 20 of the NGT Act provides that "*The Tribunal shall, while passing any order or decision or award, apply the principles of sustainable development, the precautionary principle and the polluter pays principle.*"

(39) A bare perusal of the aforesaid provisions of the NGT Act makes it manifest that the NGT has been constituted as an expert body and it has been conferred with the jurisdiction over all civil cases where a substantial question relating to environment is involved. Payment of compensation for causing damage to environment is a civil dispute and it involves a substantial question relating to environment. Therefore, the NGT has been conferred with the jurisdiction to decide the cases relating to award of compensation, including the compensation under the Water Act and the Air Act.

(40) Section 18 of the NGT Act provides as follows:-

"18. Application or appeal to Tribunal.—(1) *Each application under Sections 14 and 15 or an appeal under Section 16 shall, be made to the Tribunal in such form, contain such particulars, and,*

be accompanied by such documents and such fees as may be prescribed.

(2) Without prejudice to the provisions contained in Section 16, an application for grant of relief or compensation or settlement of dispute may be made to the Tribunal by—

(a) the person, who has sustained the injury; or

(b) the owner of the property to which the damage has been caused; or

(c) where death has resulted from the environmental damage, by all or any of the legal representatives of the deceased; or

(d) any agent duly authorised by such person or owner of such property or all or any of the legal representatives of the deceased, as the case may be; or

(e) any person aggrieved, including any representative body or organisation; or

(f) the Central Government or a State Government or a Union Territory Administration or the Central Pollution Control Board or a State Pollution Control Board or a Pollution Control Committee or a local authority, or any environmental authority constituted or established under the Environment (Protection) Act, 1986 (29 of 1986) or any other law for the time being in force:

Provided that...

(3)... ”

- (41) Rule 8 of the National Green Tribunal (Practices and Procedure) Rules, 2011 (which will hereinafter be referred to as ‘the NGT Rules, 2011’) contains a specific provision for submission of an application for compensation and it provides as follows:-

“8. Procedure for filing application or appeal.- (1) An application or appeal to the Tribunal under section 18 shall be presented in Form I by the applicant or appellant, as the case may be, in person or by an agent or by a duly authorised legal practitioner, to the Registrar or any other officer authorised in writing by the Registrar to receive the same or be sent by registered post with acknowledgment duly addressed to the Registrar of the Tribunal at and sent to concerned place of sitting:

Provided that where the application is for relief and compensation, it shall be made in Form II.

* * *

- (42) Rule 35 of the NGT Rules, 2011 provides as follows:-

“35. Manner and the purposes for which amount of compensation or relief or restitution credited to Environment Relief Fund shall be utilised.—(1) The amount by way of compensation or relief to the victim or restitution of property and the environment, ordered by the Tribunal to be paid shall be remitted to the authority, specified under sub-section (3) of Section 7-A of the Public Liability Insurance Act, 1991 (6 of 1991), within a period of thirty days from the date of order or award or as otherwise ordered by the Tribunal.

(2) In the case of failure to remit the amount by the concerned person, under sub-rule (1), within the time so specified, the District Collector of the concerned district shall file a complaint, before the court having jurisdiction, under clause (a) of sub-section (1) of Section 30 of the Act.

(3) The amount referred to in sub-rule (1), shall be credited to the Environment Relief Fund under Section 24 of the Act for utilisation under any heads specified in Schedule II to the Act.

(4) A separate account shall be created and maintained by the authority referred to in sub-rule (1) for the purpose of receiving and disbursement of the amount pursuant to the order or award of the Tribunal.”

- (43) Rule 36 of the NGT Rules, 2011 provides for procedure for disbursement of relief or compensation or restitution of property damaged and this Rule provides as follows:-

“36. Procedure for disbursement of relief or compensation or restitution of property damaged.—(1) A copy of the award or order or decision of the Tribunal passed under clause (a) or clause (b) of sub-section (1) of Section 15 of the Act shall be transmitted to the authority referred to in sub-rule (1) of Rule 35 and the District Collector having local jurisdiction for disbursement.

(2) The authority referred to in sub-rule (1) of Rule 35 shall transfer the amount so deposited in the Environment Relief Fund to the concerned District Collector within a period of thirty days from the date of deposit.

(3) The District Collector shall arrange to disburse the amount of compensation or relief and restitution of property damaged within a period of thirty days of the receipt of the amount under sub-rule (2), to the affected persons or victims of pollution or other environmental damages arising under the enactments specified in Schedule I, under the heads specified in Schedule II, to the Act.”

- (44) Thus the NGT Act and the NGT Rules, 2011 contain elaborate provisions for filing of applications for imposition of

compensation and adjudication thereof by the NGT, as per which, the Board can file an application before the NGT for claiming compensation from an industry if it is of the view that the industry is liable to pay compensation and the NGT will adjudicate whether the industry is liable to pay compensation, and if yes, what would be the quantum of compensation. The Board cannot itself pass an order imposing the liability for payment of compensation upon an industry.

- (45) The learned Counsel for the Board has submitted that the Board derives the power to impose and recover compensation from the provisions contained in Section 33-A of the Water Act, 1974 and Section 31-A of the Air Act. Both the Sections were inserted way of by amendment with effect from 01.04.1988 and both the Sections are identically worded, which read as follows:-

“Notwithstanding anything contained in any other law, but subject to the provisions of this Act, and to any directions that the Central Government may give in this behalf, a Board may, in the exercise of its powers and performance of its functions under this Act, issue any directions in writing to any person, officer or authority, and such person, officer or authority shall be bound to comply with such directions.

Explanation.—For the avoidance of doubts, it is hereby declared that the power to issue directions under this section includes the power to direct—

- (a) the closure, prohibition or regulation of any industry, operation or process; or*
- (b) the stoppage or regulation of supply of electricity, water or any other service.*

- (46) The directions referred to in Section 33-A of the Water Act and Section 31-A of the Air Act refer to directions of administrative nature so as to prevent water pollution or air pollution. The nature of directions that can be passed in exercise of the powers conferred Section 33-A of the Water Act and Section 31-A of the Air Act is explained by the Explanations appended to the Sections, as per which the directions would include the

directions for closure, prohibition or regulation of any industry, operation or process; or the stoppage or regulation of supply of electricity, water or any other service. The directions contemplated in both the aforesaid Sections are preventive or restrictive in nature. Although the Explanations appended to the Sections state that the directions would 'include' the nature of directions mentioned in the Explanations and the examples are not exhaustive, yet the explanation clarifies that the other directions that may be issued under Section 33-A of the Water Act or Section 31-A of the Air Act would be similar in nature to those administrative directions which are mentioned in the Explanations appended to the Sections.

- (47) The power to issue administrative directions for prevention of water pollution or air pollution would not include the power to impose environmental compensation and recover the same. Had this power been already there in the Water Act and the Air Act, the Legislature would have had no occasion to enact the NGT Act conferring specific provision for conferring jurisdiction upon the NGT to impose environmental compensation on erring industries.
- (48) The learned Counsel for the State Pollution Control Board has placed reliance upon a judgment passed by the NGT in **State Pollution Control Board v. Swastik Ispat Pvt. Ltd.**: 2014 SCC OnLine NGT 13, wherein the NGT held that:-

"32. Keeping in view the legislative scheme and the object of the Air Act, it is evident that the Board is not incapacitated to issue a direction which may not be prohibitory or of closure in substance and application, but may be regulatory with an object to ensure that anti-pollution devices and anti-pollution measures are adopted to prevent and control pollution. For this purpose, the Board may require an industry to furnish a bank guarantee which would serve dual purposes. On the one hand, it would provide incentive to an industry to install anti-pollution devices so as to

ensure non-encashment of the bank guarantee, while on the other, in the event of default, resulting in pollution, the Board would be able to spend that money for remedial purposes to control environmental degradation or damage that has taken place as a result of such default. Both these purposes would squarely fall within the framework of law and the powers and functions of the Board. The purpose of requiring a Unit to furnish a bank guarantee is not penal per se. It is compensatory i.e. an amount which would be required to be spent upon rehabilitation and restoration of the environment due to the damage caused to it by default on the part of the Unit. ... The intention of the Legislature to ensure implementation of these facets is further elucidated by the language of Section 31A of the Air Act where the Board can issue directions as afore-mentioned in exercise of its powers and performance of its functions under the Act. Thus, there has to be a direct nexus between the directions contemplated under Section 31A of the Air Act and the powers and functions of the Board as contemplated under Sections 16, 17 and other relevant provisions of the Air Act. Once these Sections are read co-jointly, then it becomes clear that a direction which would ensure compliance of the conditions of the consent order and further the cause of prevention and control of pollution would be a direction permissible under law."

The NGT held that "Resolution of the Board for imposing a condition upon the industrial plants/units to furnish a bank guarantee as an interregnum for compliance and/or in the nature of compensation cannot be held to be without the authority of law or jurisdiction, in so far as it is not penal or punitive."

- (49) Sri Verma has also placed reliance upon a judgment of the NGT in **Thandava Co-operative Sugars Ltd. v. Central Pollution Control Board**: 2020 SCC OnLine NGT 1823, wherein the NGT held that:-

"24. In view of Section 3 of the Environment (Protection) Act, 1986, Central Pollution Control Board has a duty to make measures to protect and improve environment and certain aspects have been provided as to how they have to be dealt with. Sub-clause (xiv) of sub-section (2) of Section 3 the Environment (Protection) Act, 1986 gives power to give further direction for the purpose of effective implementation of the provisions of this Act. Sub-

section (3) of Section 3 of the Environment (Protection) Act, 1986 authorises the Central Government to constitute an 'appropriate authority' to take measures, as provided under sub-section (2) of Section 3. That was how Central Pollution Control Board has been constituted for the purpose of effective implementation of the Environment (Protection) Act, 1986 to take all measures to abate pollution that is likely to be caused on account of operation of industrial units due to their non-compliance of the directions issued or conditions imposed in the consent granted. Further, the Apex Court, in several cases, have come to the conclusion that unless the violators are directed to pay compensation for causing pollution by applying the 'polluter pays' principle, no purpose will be served and evolved the doctrine of 'polluter pays' to realise environmental compensation from the erring units and directed the regulating authorities to take steps to implement the order and realise environmental compensation and utilise that amount for restoration of damage caused to environment.

* * *

27. So the submission made by learned counsel for appellant that Central Pollution Control Board has no power to impose environmental compensation is without any substance and the same is liable to be rejected...."

- (50) The same passage finds place in paragraphs 45 to 48 of the judgment passed by the NGT in the case of **Nutra Specialities (P) Ltd. v. Member Secretary, Central Pollution Control Board**: 2020 SCC OnLine NGT 1572.
- (51) Regarding the binding effect of a judgment passed by the NGT, it would be appropriate to refer to the judgment of this Court in **Dan Bahadur Yadav v. Bank of Baroda**: 2025 SCC OnLine All 600, wherein this Court has held that "*The Tribunals have to follow the law laid down by the Hon'ble Supreme Court and the High Court within whose superintendence they function, but they do not have the power to lay down law.*"
- (52) The learned Counsel for the Board could not place any law under which the observations made by the NGT in its

judgments interpreting a statutory provision may be binding on a Constitutional Court.

- (53) Further, none of the aforesaid judgments of NGT cited by the learned Counsel for the Board take into consideration the provisions of Section 15 of the NGT Act, which specifically confers the jurisdiction to adjudicate upon the claims for imposition of environmental compensation upon the NGT.

- (54) In **Delhi Pollution Control Committee v. Splendor Landbase Ltd.**: 2012 SCC OnLine Del 400, a Division Bench of Delhi High Court held that:-

"37. ...that the power to issue directions under Section 33A of the Water Act and the power to issue directions under Section 31A of the Air Act, on their plain language, does not confer the power to levy any penalty. We would further highlight that under Chapter VII of the Water Act, and under Chapter VI of the Air Act penalties and procedure to levy the same have been set out. A perusal of the provisions under the Water Act would reveal that penalties can be levied as per procedure prescribed and only Courts can take cognizance of offences under the Act and levy penalties, whether by way of imprisonment or fine. Similar is the position under the Air Act. The legislature having enacted specific provisions for levy of penalties and procedures to be followed has specifically made the offences cognizable by Courts and the power to levy penalties under both Acts has been vested in the Courts. The role of the Pollution Control Boards is to initiate proceedings before the Court of Competent Jurisdiction and no more."

- (55) We find ourselves in complete agreement with the aforesaid view of the Delhi High Court.
- (56) Section 33-B of the Water Act and under Section 31-B of the Air Act contain provisions for filing appeals before the NGT, which provisions are being reproduced below:-

"33-B. Appeal to National Green Tribunal.—*Any person aggrieved by,—*

(a) an order or decision of the appellate authority under Section 28, made on or after the commencement of the National Green Tribunal Act, 2010; or

(b) an order passed by the State Government under Section 29, on or after the commencement of the National Green Tribunal Act, 2010; or

(c) directions issued under Section 33-A by a Board, on or after the commencement of the National Green Tribunal Act, 2010,

may file an appeal to the National Green Tribunal established under Section 3 of the National Green Tribunal Act, 2010, in accordance with the provisions of that Act.

* * *

31-B. Appeal to National Green Tribunal.—Any person aggrieved by an order or decision of the Appellate Authority under Section 31, made on or after the commencement of the National Green Tribunal Act, 2010, may file an appeal to the National Green Tribunal established under Section 3 of the National Green Tribunal Act, 2010, in accordance with the provisions of that Act."

- (57) Section 16 of the NGT Act provides for filing of appeals against the directions issued under Section 33-A of the Water Act and the relevant part of Section 16 of the NGT Act is being quoted below:-

"16. Tribunal to have appellate jurisdiction.—Any person aggrieved by,—

* * *

(c) directions issued, on or after the commencement of the National Green Tribunal Act, 2010, by a Board, under Section 33-A of the Water (Prevention and Control of Pollution) Act, 1974 (6 of 1974);

* * *

may, within a period of thirty days from the date on which the order or decision or direction or determination is communicated to him, prefer an appeal to the Tribunal:

* * *

- (58) Relying upon the aforesaid provisions of the NGT Act, Sri Verma has submitted that when Section 31-B of the Air Act confers appellate jurisdiction upon the NGT in respect of directions issued under Section 31-A of the Air Act; Section 33-B of the Water Act and Section 16 of the NGT Act confer appellate jurisdiction upon the NGT in respect of directions

issued under Section 33-A of the Water Act, the NGT would not have the original jurisdiction to adjudicate upon the subject matter regarding which it has appellate jurisdiction. We find no force in this submission, as we have already held that Section 33-B of the Water Act and Section 31-A of the Air Act confer power upon the Board to issue directions of administrative nature and it does not confer any adjudicatory power on the Board, which power vests in the NGT only.

- (59) Sri Verma has also submitted that Section 18(2) of the NGT Act provides that an application for grant of relief or compensation or settlement of dispute may be made to the NGT without prejudice to the provisions contained in Section 16 of the Act, 2010. Therefore, the provision regarding filing of an application by the Pollution Control Board contained in Section 18(2)(f) of the NGT Act is without prejudice to the appellate powers of the Tribunal contained in Section 16 of the NGT Act and the appellate power under Section 16 will have a precedence over the provisions contained in Section 18(2). This submission also has no force, as we have already held that Section 33-B of the Water Act and Section 31-A of the Air Act confer power upon the Board to issue directions of administrative nature and it does not confer any adjudicatory power on the Board, which power vests in the NGT only.
- (60) The learned counsel for the Board has drawn the attention of this Court to the provisions contained in Article 21 of the Constitution of India which provides that "No person shall be deprived of his life or personal liberty except according to procedure established by law." He has submitted that the protection of environment and ecological balance is included in the Fundamental Right to life. There can be no dispute against this proposition, but it would not lead to the proposition that the Board has the power to impose environmental compensation

without taking recourse to the process of filing an application under Section 15 read with Section 18 of the NGT Act before the NGT.

- (61) Sri Verma has submitted that 'water pollution' is included in the term 'water' occurring in item - 17 of List - II contained in Schedule 7 appended to the Constitution of India, and therefore, it is a State subject. We do not find it necessary to go into the question whether the term 'water' occurring in item - 17 of List - II contained in Schedule 7 appended to the Constitution of India would include 'water pollution' or not, as in any case, the entries merely provide that the State would have the authority to enact a law on the subject. In the present case, the State has not enacted any such law as may empower the State Pollution Control to impose and recover environmental compensation from any industry.
- (62) Sri Verma has drawn our attention to the directive principles of State policy contained in Part IV of the Constitution of India. Article 48-A provides that the State shall endeavor to protect and improve the environment and to safeguard the forests and wild life of the country. Part IV-A of the Constitution of India enlists fundamental duties and Article 51-A(g) provides that it shall be the duty of every citizen of India to protect and improve the natural environment including forests, lakes, rivers and wild life, and to have compassion for living creatures. He has submitted that the State Authorities have to strike a balance between sustainable development and protection of environment. The State has to ensure that a polluter pays compensation for any damage caused by him to the environment. However, these submissions do not justify the exercise of an adjudicatory power by the Pollution Control Board, which power has been conferred upon the NGT by the

Statute, i.e. NGT Act and no statute has conferred such a power on the Pollution Control Board.

- (63) The learned Counsel for the State Pollution Control Board has also submitted that Chapter VI of the Air Act contains provisions regarding penalties and procedure and it provides that the adjudicating officer may impose penalty. The power to impose penalty under the Air Act vests in the Adjudicating Officer. He has also submitted that in case any industry operates without consent of the Board, it may be prosecuted. However, in the case of other violations, penalty can be imposed by the Adjudicating Officer without prosecution.
- (64) Chapter VI of the Air Act contains Sections 37 to 46. Section 37 (1) of the Air Act provides that *"Whoever contravenes or does not comply with the provisions of Section 22 or directions issued under Section 31-A, shall, in respect of each such contravention, be liable to penalty which shall not be less than ten thousand rupees, but which may extend to fifteen lakh rupees."*
- (65) Section 28 of the Air Act provides for penalties for the following specific acts: -
- "(a) destroys, pulls down, removes, injures or defaces any pillar, post or stake fixed in the ground or any notice or other matter put up, inscribed or placed, by or under the authority of the Board;*
 - (b) obstructs any person acting under the orders or directions of the Board from exercising his powers and performing his functions under this Act;*
 - (c) damages any works or property belonging to the Board;*
 - (d) fails to furnish to the Board or any officer or other employee of the Board any information required by the Board or such officer or other employee for the purposes of this Act;*
 - (e) fails to intimate the occurrence of the emission of air pollutants into the atmosphere in excess of the standards laid down by the State Board or the apprehension of such occurrence, to the State Board*

and other prescribed authorities or agencies as required under sub-section (1) of Section 23;

(f) fails in giving any information which he is required to give under this Act, makes a statement which is false in any material particular, shall be liable to penalty which shall not be less than ten thousand rupees, but which may extend to fifteen lakh rupees."

- (66) Section 38-A of the Air Act contains provisions for penalty for contravention by Government Departments. Section 39 deals with Penalties for contravention of certain provisions of the Act.

- (67) Section 39-A of the Act provides as follows: -

"39-A. Adjudicating officer.—(1) The Central Government, for the purposes of determining the penalties under Sections 37, 38, 38-A and Section 39, shall appoint an officer not below the rank of Joint Secretary to the Government of India or a Secretary to the State Government to be the adjudicating officer, to hold an inquiry and to impose the penalty in the manner, as may be prescribed:

Provided that the Central Government may appoint as many adjudicating officers as may be required.

(2) The adjudicating officer may summon and enforce the attendance of any person acquainted with the facts and circumstances of the case to give evidence or to produce any document, which in the opinion of the adjudicating officer, may be useful for or relevant to the subject-matter of the inquiry and if, on such inquiry, he is satisfied that the person concerned has contravened the provisions of this Act, he may determine such penalty as he thinks fit under the provisions of Sections 37, 38, 38-A or 39, as the case may be:

Provided that no such penalty shall be imposed without giving the person concerned a reasonable opportunity of being heard.

(3) The amount of penalty imposed under the provisions of Sections 37, 38, 38-A and 39, shall be in addition to the liability to pay relief or compensation under Section 15 read with Section 17 of the National Green Tribunal Act, 2010 (19 of 2010)."

- (68) Thus it is clear that the Adjudicating Officer has the statutory power to adjudicate the penalty to be imposed in accordance

with the statutory provisions. However, the statute does not confer any adjudicatory power on the Pollution Control Board. Therefore, the adjudicatory powers of the Adjudicating Officer are not relevant for deciding whether the Pollution Control Board has any adjudicatory powers.

- (69) Now we proceed to consider the decision in the case of **Paryavaran Suraksha Samiti v. Union of India**: (2017) 5 SCC 326, in which the Hon'ble Supreme Court has granted liberty to private individual(s) and organizations, to address complaints to the Pollution Control Board if any industry is in default. On the receipt of any such complaint, **the Pollution Control Board concerned shall be obliged to verify the same and take such action against the defaulting industry, as may be permissible in law.** Such action would be in addition to the discontinuation of industrial activity forthwith. The Hon'ble Supreme Court further provided that the concerned Benches of the National Green Tribunal will maintain running and numbered case files, by dividing the jurisdictional area into units to supervise the complaints of non-implementation of the directions issued by the Hon'ble Supreme Court and the cases will be listed periodically. The Pollution Control Boards were also directed to initiate such civil or criminal action, as may be permissible in law, against all or any of the defaulters. Liberty was granted to private individuals, and organizations, to approach the Bench concerned of the jurisdictional National Green Tribunal, for appropriate orders, by pointing out deficiencies, in implementation of the above directions issued by the Hon'ble Supreme Court. It is in furtherance of the aforesaid directions that Original Application No. 593/2017, Paryavaran Suraksha Samiti and another v. Union of India and others, was registered before the National Green Tribunal,

Principal Bench, New Delhi which is still continuing and directions are issued in the said case from time to time.

- (70) When the Hon'ble Supreme Court has directed in **Paryavaran Suraksha Samiti** (Supra) that private individual(s) and organizations, can submit complaints to the Pollution Control Board if any industry is in default and on receipt of any such complaint, the Pollution Control Board concerned shall be obliged to verify the same and take such action against the defaulting industry, as may be permissible in law, the Pollution Control Board can only take action as is permissible in law, which is to issue preventive directions contemplated by Section 33-B of the Water Act and Section 31-A of the Air Act and filing an application for compensation before the NGT under Section 15 read with Section 18 of the NGT Act. Passing an order by the Board imposing the liability for payment of compensation from the industry is not permissible in law and in **Paryavaran Suraksha Samiti** (Supra), the Hon'ble Supreme Court has not directed the Board to pass any order which is not permissible in law.

- (71) On 31.08.2018, the National Green Tribunal has issued the following directions in the aforesaid case:-

“(i) We direct the Central Pollution Control Board (CPCB) to forthwith prepare an action plan after looking into all the status reports. The action plans must have mechanism to ensure compliance or all the directions in the order of the Hon'ble Supreme Court. To enable this to be done, a Nodal officer must be identified to deal with the issue of CETPs/ETPs/STPs.

(ii) A representative of the Ministry of Environment, Forest and Climate Change may be associated with the Nodal Officer of the CETP for monitoring. The Monitoring by the said two officers- the representative of the MoEF and the Nodal Officer of the CPCB must be held atleast once in a month and on the basis of such meeting and the feedback taken further follow up action must be taken and appropriate directions issued. This process may be a continuous process.

(iii) *It must be ensured that STPs, CETPs and ETPs are functional and meet the requisite standards.*

(iv) *There is already a direction in the above judgment under which 50% of the funds for the purpose are to be provided by the Central Government, 25% by the States and remaining 25% to be arranged by way of loans which is to be re-paid by the user industries. Local bodies and the States have duties as clearly stipulated in the judgment. There has to be online monitoring system by each State to display emission levels in public domain in terms of paragraph 17 of the order of the Hon'ble Supreme Court.*

(v) *A report of the steps taken may be placed on the website of the Central Pollution Control Board atleast once in three months. Deficiencies if any may also be so displayed.*

(vi) *The Central Pollution Control Board may take penal action for failure, if any, against those accountable for setting up and maintaining STPs, CETPs and ETPs Central Pollution Control Board may also assess and recover compensation for damage to the environment and the said fund be kept in a separate account and utilized in terms of an action plan for protection of the environment. Such action plan may be prepared by the Central Pollution Control Board within three months from today.*

(vii) *A compliance report in terms of the above order may be furnished to this Tribunal within four months from today by e-mail at filing.ngt@gmail.com.*

- (72) Again in the order dated 28.08.2019 passed by the NGT in the case of **Paryavaran Suraksha Samiti** (Supra), the NGT referred to two reports - first report dated 30.05.2019 updated on 19.07.2019 prepared by the Central Pollution Control Board regarding status of setting up of ETPs/CETPs/STPs and methodology for assessing environmental compensation for discharge of pollutants in water bodies and other report dated 14.08.2019 with regard to monitoring of CETPs. Extracts of the report on the scale of environmental compensation were quoted in para 14 of the order passed by the National Green Tribunal which is as follows:-

"1. Report dated 30.05.2019 updated on 19.07.2019

13. According to updated report dated 19.07.2019, out of 62,897 number of industries requiring ETPs, 60,944 industries are operating with functional ETPs and 1949 industries are operating without ETPs. 59,258 industries are complying with environmental standards and 1,524 industries are noncomplying. There are total 192 CETPs, out of which 133 CETPs are complying with environmental standards and 59 CETPs are non-complying. There are total 13,709 STPs (Municipal and other than municipal), out of which, 13,113 STPs are complying with environmental standards and 637 STPs are non-complying. 73 CETPs in construction/proposal stage, whereas, for STPs, 1164 projects (municipal and non-municipal) are under construction/proposal stage.

14. A report has also been prepared on the scale of environmental compensation to be recovered from individual/authorities for causing pollution or failure for preventing causing pollution, apart from illegal extraction of ground water, failure to implement Solid waste Management Rules, damage to environment by mining and steps taken to explore preparation of an annual environmental plan for the country. Extracts from the report which are considered significant for this order are:

“I. Environment Compensation to be levied on Industrial Units

Recommendations

The Committee made following recommendations:

To begin with, Environmental Compensation may be levied by CPCB only when CPCB has issued the directions under the Environment (Protection) Act, 1986. In case of a, band c, Environmental Compensation may be calculated based on the formula “ $EC = Pl \times N \times Rx S \times LF$ ”, wherein, Pl may be taken as 80, 50 and 30 for red., orange and green category of industries, respectively, and R may be taken as 250. Sand LF may be taken as prescribed in the preceding paragraphs

1.5.2 In case of d, e and f, the Environmental Compensation may be levied based on the detailed investigations by Expert Institutions/Organizations.

1.5.3. The Hon’ble Supreme Court in its order dated 22.02.2017 in the matter of Paryavaran Suraksha Samiti and another v/s Union of India and others {Writ Petition (Civil) No. 375 of 2012}, directed that all running industrial units which require “consent to operate” from concerned State Pollution Control Board, have a primary effluent treatment plant in place. Therefore, no industry requiring ETP, shall be allowed to operate without ETP.

1.5.4 EC is not a substitute for taking actions under EP Act, Water Act or Air Act. In fact, units found polluting should be closed/prosecuted as per the Acts and Rules.

II. Environmental Compensation to be levied on all violations of Graded Response Action Plan (GRAP) in NCR.

Table No. 2.1: Environmental Compensation to be levied on all violations of Graded Response Action Plan (GRAP) in Delhi-NCR.

Activity	State Of Air Quality	Environmental Compensation (₹)
Industrial Emissions	SEVERE +/-EMERGENCY	RS 1.0 CRORE
	SEVERE	RS 50 LAKH
	VERY POOR	RS 25 LAKH
	MODERATE TO POOR	RS 10 LAKH
Vapour Recovery System (VRS) at Outlets of Oil Companies		
i. Not installed	TARGET DATE	RS 1.0 CRORE
ii. Non functional	VERY POOR TO SEVERE +	RS 50.0 LAKH
	MODERATE TO POOR	RS 25.0 LAKH
Construction sites (Offending plot more than 20,000 Sq.m.)	SEVERE +/-EMERGENCY	RS 1.0 CRORE
	SEVERE	RS 50 LAKH
	VERY POOR	RS 25 LAKH
	MODERATE TO POOR	RS 10 LAKH
Solid waste/ garbage dumping in Industrial Estates	VERY POOR TO SEVERE +	RS 25.0 LAKH
	MODERATE TO POOR	RS 10.0 LAKH
Failure to water sprinkling on unpaved roads		
a) Hot-spots	VERY POOR TO SEVERE +	RS 25.0 LAKH
b) Other than Hot-spots	VERY POOR TO SEVERE +	RS 10.0 LAKH

III. Environmental Compensation to be levied in case of failure of preventing the pollutants being discharged in water bodies and failure to implement waste management rules:

Table No. 3.3: Minimum and Maximum EC to be levied for untreated/partially treated sewage discharge

<i>Class of the City/Town</i>	<i>Mega-City</i>	<i>Million-plus City</i>	<i>Class-I City/Town and others</i>
<i>Minimum and Maximum values of EC (Total Capital Cost Component) recommended by the Committee (Lacs Rs.)</i>	<i>MIN. 2000 MAX. 20000</i>	<i>MIN. 1000 MAX. 10000</i>	<i>MIN. 100 MAX. 1000</i>
<i>Minimum and Maximum values of EC (O&M Cost Component) recommended by the Committee (Lacs Rs./day)</i>	<i>MIN. 2 MAX. 20</i>	<i>MIN. 1 MAX. 10</i>	<i>MIN. 0.5 MAX. 5</i>

Table No. 3.4: Minimum and Maximum EC to be levied for improper municipal solid waste management

<i>Class of the City/Town</i>	<i>Mega-City</i>	<i>Million-plus City</i>	<i>Class-I City/Town and others</i>
<i>Minimum and Maximum values of EC (Capital Cost Component) recommended by the Committee (Lacs Rs.)</i>	<i>MIN. 1000 MAX. 10000</i>	<i>MIN. 500 MAX. 5000</i>	<i>MIN. 100 MAX. 1000</i>
<i>Minimum and Maximum values of EC (O&M Cost Component) recommended by the Committee (Lacs Rs./day)</i>	<i>MIN. 1.0 MAX. 10.0</i>	<i>MIN. 0.5 MAX. 5.0</i>	<i>MIN. 0.1 MAX. 1.0</i>

3.3 Environment Compensation for Discharge of Untreated/Partially Treated Sewage by Concerned Individual/Authority:

* * *

- (73) After referring to the aforesaid reports, the National Green Tribunal issued the following directions:-

“(i) The Environmental compensation regime fixed for industrial units, GRAP, solid waste, sewage and ground water in the report dated 30.05.2019 is accepted and the same may be acted upon as an interim measure.

(ii) SPCBs/PCCs may ensure remedial action against noncompliant CETPs or individual industries in terms of not having ETPs/fully compliant ETPs or operating without consent or in violation of consent conditions.

This may be overseen by the CPCB. CPCB may continue to compile information on this subject and furnish quarterly reports to this Tribunal which may also be uploaded on its website.

(iii) All the Local Bodies and or the concerned departments of the State Government have to ensure 100% treatment of the generated sewage and in default to pay compensation which is to be recovered by the States/UTs, with effect from 01.04.2020. In default of such collection, the States/UTs are liable to pay such compensation. The CPCB is to collect the same and utilize for restoration of the environment.

(iv) The CPCB needs to collate the available data base with regard to ETPs, CETPs, STPs, MSW facilities, Legacy Waste sites and prepare a river basinwise macro picture in terms of gaps and needed interventions.

(v) The Chief Secretaries of all the States/UTs may furnish their respective compliance reports on this subject also in O.A. No. 606/2018."

- (74) Shri Verma has submitted that the Pollution Control Board is levying environmental compensation in accordance with the aforesaid directions issued by the National Green Tribunal.
- (75) We are unable to accept the aforesaid submission of Sri. Verma, as the directions issued by the NGT do not contain any direction to the State Pollution Control Board to recover compensation. Secondly, adjudication of the liability for payment of compensation is a statutory function and the statute has conferred this adjudicatory power on the NGT. When the Statute has not conferred this power upon the State Pollution Control Board, this power cannot be conferred on the State Board by the NGT.
- (76) In **Benarsi Silk Palace Vs. Commr. of Income Tax** [1964] 52 ITR 220 (All), this Court has held that:-

"Jurisdiction could be conferred only by statute and not by consent and acquiescence. Since jurisdiction is conferred upon Income Tax Officer to proceed under Section 34 (1) only if he issues a notice an assessee cannot confer jurisdiction upon him by waiving the

requirement of a notice because jurisdiction cannot be conferred by consent or acquiescence."

- (77) In **Chiranjilal Shrilal Goenka v. Jasjit Singh and others:**
(1993) 2 SCC 507, the Hon'ble Supreme Court has observed as under:-

"17. ...In A.R. Antulay v. R.S. Nayak [(1988) 2 SCC 602] when a Constitution Bench directed the High Court Judge to try the offences under the Prevention of Corruption Act with which the petitioner therein was charged and the trial was being proceeded with, he questioned by way of writ petition the jurisdiction of this Court to give such a direction. A Bench of seven judges per majority construed the meaning of the word "jurisdiction". Mukharji, J. as he then was, speaking per himself, Oza and Natarajan, JJ. held that the power to create or enlarge jurisdiction is legislative in character. So also the power to confer a right of appeal or to take away a right of appeal. The Parliament alone can do it by law and no court, whether superior or inferior or both combined, can enlarge the jurisdiction of a court and divest a person of his rights of appeal or revision. Ranganath Mishra, J. as he then was, held that jurisdiction comes solely from the law of the land and cannot be exercised otherwise. In this country, jurisdiction can be exercised only when provided for either in the Constitution or in the laws made by the legislature. Jurisdiction is thus the authority or power of the court to deal with a matter and make an order carrying binding force in the facts. Oza, J. supplementing the question held that the jurisdiction to try a case could only be conferred by law enacted by the legislature. The Supreme Court could not confer jurisdiction if it does not exist in law. Ray, J. held that the Court cannot confer a jurisdiction on itself which is not provided in the law. In the dissenting opinion Venkatachaliah, J., as he then was, lay down that the expression jurisdiction or prior determination is a "verbal coat of many colours". In the case of a tribunal, an error of law might become not merely an error in jurisdiction but might partake of the character of an error of jurisdiction. But, otherwise, jurisdiction is a "legal shelter" and a power to bind despite a possible error in the decision. The existence of jurisdiction does not depend on the correctness of its exercise. The authority to decide embodies a privilege to bind despite error, a privilege which is inherent in and indispensable to every judicial function. The characteristic attribute of a judicial act is that it binds whether it be right or it be wrong. Thus this Court laid

down as an authoritative proposition of law that *the jurisdiction could be conferred by statute and this Court cannot confer jurisdiction or an authority on a tribunal. In that case this Court held that Constitution Bench has no power to give direction contrary to Criminal Law Amendment Act, 1952. The direction per majority was held to be void.*"

(78) In **Jagmittar Sain Bhagat v. Health Services, Haryana:**

(2013) 10 SCC 136, it was held that:-

"9. Indisputably, it is a settled legal proposition that conferment of jurisdiction is a legislative function and it can neither be conferred with the consent of the parties nor by a superior court, and if the court passes a decree having no jurisdiction over the matter, it would amount to nullity as the matter goes to the root of the cause. Such an issue can be raised at any stage of the proceedings. The finding of a court or tribunal becomes irrelevant and unenforceable/inexecutable once the forum is found to have no jurisdiction. Similarly, if a court/tribunal inherently lacks jurisdiction, acquiescence of party equally should not be permitted to perpetrate and perpetuate defeating of the legislative animation. The court cannot derive jurisdiction apart from the statute. In such eventuality the doctrine of waiver also does not apply. (Vide United Commercial Bank Ltd v. Workmen [1951 SCC 364], Nai Bahu v. Lala Ramnarayan [(1978) 1 SCC 58], Natraj Studios (P) Ltd. v. Navrang Studios [(1981) 1 SCC 523] and Kondiba Dagadu Kadam v. Savitribai Sopan Gujar [(1999) 3 SCC 722].)"

(79) In **Kantha Vibhag Yuva Koli Samaj Parivartan Trust v.**

State of Gujarat: (2023) 13 SCC 525, the Hon'ble Supreme

Court held that:-

"18. Section 14 and Section 15 entrust adjudicatory functions to NGT. NGT is a specialised body comprising of judicial and expert members. Judicial members bring to bear their experience in adjudicating cases. On the other hand, expert members bring into the decision-making process scientific knowledge on issues concerning the environment. In Hanuman Laxman Aroskar v. Union of India [(2019) 15 SCC 401], a two-Judge Bench of this Court noted that NGT is an expert adjudicatory body on the environment.

19. The Court held :

"133. The NGT Act provides for the constitution of a tribunal consisting both of judicial and expert members. The mix of judicial and technical

members envisaged by the statute is for the reason that the Tribunal is called upon to consider questions which involve the application and assessment of science and its interface with the environment. ...

134. NGT is an expert adjudicatory body on the environment."

NGT does not have a dearth of "expertise" when it comes to the issues of environment.

20. *Section 15 empowers NGT to award compensation to the victims of pollution and for environmental damage, to provide for restitution of property which has been damaged and for the restitution of the environment. NGT cannot abdicate its jurisdiction by entrusting these core adjudicatory functions to administrative Expert Committees. Expert Committees may be appointed to assist NGT in the performance of its task and as an adjunct to its fact-finding role. But adjudication under the statute is entrusted to NGT and cannot be delegated to the administrative authorities. Adjudicatory functions assigned to the courts and tribunals cannot be hived off to administrative committees. In Sanghar Zuber Ismai v. Union of India [(2021) 17 SCC 827], a three-Judge Bench of this Court noted that NGT cannot refuse to hear a challenge to an environmental clearance under Section 16(h) of the NGT Act and delegate the process of adjudicating on compliance to an Expert Committee.*

21. *The Court held :*

"7. ... NGT has not dealt with the substantive grounds of challenge in the exercise of its appellate jurisdiction. Constitution of an Expert Committee does not absolve NGT of its duty to adjudicate. The adjudicatory function of NGT cannot be assigned to committees, even Expert Committees. The decision has to be that of NGT. NGT has been constituted as an expert adjudicatory authority under an Act of Parliament. The discharge of its functions cannot be obviated by tasking committees to carry out a function which vests in the tribunal."

22. *NGT has in the present case abdicated its jurisdiction and entrusted judicial functions to an administrative Expert Committee. An Expert Committee may be able to assist NGT, for instance, by carrying out a fact-finding exercise, but the adjudication has to be by NGT. This is not a delegable function...."*

(80) After the aforesaid pronouncement of law made by the Hon'ble Supreme Court, there is no scope to doubt that the adjudicatory duties for ascertaining the liability for payment of

environmental compensation under Section 15 of the NGT Act have to be performed by the NGT alone and the NGT cannot delegate this duty to the State Pollution Control Board.

- (81) Sri Verma has provided a compilation of containing photocopies of 13 judgments running into 396 pages, but he has not referred to any of those judgments in his submissions and the compilation does not have any brief note or index which mentions the ratio or the relevant portion of the judgment. Therefore, we are not referring to those judgments. No other point was pressed before us.
- (82) In view of the foregoing discussion, we hold that the State Pollution Control Board has no power to impose environmental compensation upon any person or Industry and it can merely file an application before the NGT under Section 15 read with Section 18 of the NGT Act for issuance of a direction to the person concerned for payment of compensation.
- (83) Accordingly, all the Writ Petitions are **allowed**. All the orders passed by the State Pollution Control Board imposing environmental compensation upon the petitioners, which are under challenge in the Writ Petitions, are quashed. The State Pollution Control Board will be at liberty to file applications before the NGT for award of compensation. Costs made easy.
- (84) Before parting, it is worthwhile to put on record that Entry 6 and 17 of List II of Seventh Schedule of the Constitution of India give exclusive right to the State Legislature to frame laws with respect to the Water Pollution. However, Article 252 of the Constitution of India provides as under:-

“252. Power of Parliament to legislate for two or more States by consent and adoption of such legislation by any other State

(1) If it appears to the Legislatures of two or more States to be desirable that any of the matters with respect to which Parliament has no power to make laws for the States except as provided in articles 249 and 250 should be regulated in such States by Parliament by law, and if resolutions to that effect are passed by all the Houses of the Legislatures of those States, it shall be lawful for Parliament to pass an Act for regulating that matter accordingly, and any Act so passed shall apply to such States and to any other State by which it is adopted afterwards by resolution passed in that behalf by the House or, where there are two Houses, by each of the Houses of the Legislature of that State.

(2) Any Act so passed by Parliament may be amended or repealed by an Act of Parliament passed or adopted in like manner but shall not, as respects any State to which it applies, be amended or repealed by an Act of the Legislature of that State."

- (85) It appears that in pursuance of Article 252 (1) of the Constitution of India, the Legislatures of the State of Assam, Bihar, Gujarat, Haryana, Himachal Pradesh, Jammu & Kashmir, Karnataka, Kerala, Madhya Pradesh, Rajasthan, Tripura and West Bengal have passed a resolution that the Parliament may make a law regulating Water Pollution in their States and accordingly, the Parliament enacted the Water (Prevention and Control of Pollution) Act, 1974.
- (86) There does not appear to be anything on record to indicate that the House of Legislature of the State of Uttar Pradesh has passed or adopted any resolution in the above perspective.
- (87) Insofar as National Capital Region (NCR) is concerned, the Parliament has recently promulgated a legislation on The Commission for Air Quality Management in National Capital Region and Adjoining Areas Act, 2021 which ousts or dilutes the jurisdiction of National Green Tribunal (NGT) to the extent

of areas governed under this Act. Thus, a situation of overlapping with respect to the redressal mechanism has crept in which requires a clarification and guidance.

- (88) We hope and trust that the laws regulating Pollution Control are streamlined and made effective by rectifying the legislative or executive lapses, if any.

(Subhash Vidyarthi, J.) (Attai Rahman Masoodi, J.)

Order Date: 17.07.2025

Lakshman/-

From, Additional Municipal Commissioner Municipal Corporation Lucknow	To, Additional District Magistrate (Administration), District Lucknow.
Letter No.:- D/306/A.N.A./P.A./25	Date:- July 29, 2025

Subject:- Regarding the order dated 03.04.2025 passed in the case OA No. 607/2024 News Item titled "In Lucknow's waste - side story plastic peril paints grim picture" appearing in The Hindustan Times dated 22.04.2024, held in the Hon'ble National Green Tribunal, New Delhi.

Sir,

Please take the trouble of referring to the office letter no. 1917/ADM (L)/2025 dated 24.07.2025 on the above subject. Through which, in pursuance of the instructions issued by your office in the meeting convened on 26.07.2025 regarding the environmental compensation imposed by Hon'ble NGT on Lucknow Municipal Corporation, a report of action taken has been sought in respect of the environmental compensation of Rs. 1440.70 lakh imposed by the Uttar Pradesh Pollution Control Board against M/s Ecogreen Energy Pvt Ltd, Village Shivri, Mohan Road, Lucknow, taking cognizance of the waste processing operations and

other deficiencies found in the plant and the environmental compensation of Rs. 5999.20 lakh imposed by the State Board during the inspection conducted on 05.12.2024 at the solid waste processing plant located at Shivri.

In this regard, it is to be informed that under the Solid Waste Project of Lucknow city, a tripartite agreement was executed on 21.03.2017 with M/s Ecogreen Energy Pvt. Ltd. (later M/s Ecogreen Energy Lucknow Pvt. Ltd.) for collection, transportation, processing and disposal of garbage from door to door in the Municipal Corporation area. Taking cognizance of the non-operation of waste processing operations and other deficiencies found during the inspection of the solid waste processing plant located at Shivri by the Regional Office of Uttar Pradesh Pollution Control Board on 23.11.2019 and 01.12.2019, the Regional Office of the State Board had imposed environmental compensation of Rs. 1440.71 lakh by letter no. G-33304/C-5/MSW-1/2020 dated 27.07.2020 for a total period of 107 days from 03.09.2019 to 18.12.2019. In this regard, the Municipal Commissioner, Municipal Corporation Lucknow, vide letter no. D/45/N.A./P.Abhi./20 dated 06.08.2020 sent to the State Board, keeping in view that the work of solid waste management of Lucknow city was completely done by M/s Ecogreen Energy Lucknow Pvt. Ltd. during the

said inspection period carried out by the Board, a request was made for action to collect the said imposed environmental compensation directly from M/s Ecogreen Energy Lucknow Pvt. Ltd. In this regard, the State Board, through letter no. 11-55133/C-5/MSW-1/2020 dated 20.11.2020 addressed to M/s Ecogreen Energy Lucknow Pvt. Ltd., directed the Municipal Corporation to collect the imposed environmental compensation of Rs. 1440.71 lakh from M/s Ecogreen unit and deposit it with the Board. In this regard, the Municipal Corporation has periodically sent numerous letters to Ecogreen regarding the payment of environmental compensation. Considering the organization's failure to fulfill the terms, conditions, and obligations of the contract, as well as the environmental damage caused by the organization, its failure to ensure compliance with the Solid Waste Rules 2016, and its failure to deposit environmental compensation, the Municipal Corporation terminated Ecogreen Pest on 06.07.2023 and blacklisted it. In the termination notice issued by the Municipal Corporation to Ecogreen, compensation of ₹275.3434 crore has been claimed in light of the above losses. Additionally, proceedings are underway to reach an Amicable Resolution/Settlement with M/s Ecogreen under the termination process, in which the environmental compensation imposed on the organization is also pending consideration.

Apart from this, it is to be informed that in the inspection of the plant done on 05.12.2024 by the authorized officers of the Regional Office of the Board through office letter No. H-26524/C-5/MSW-1/25 dated 02.04.2025 of Uttar Pradesh Pollution Control Board, Lucknow, considering the defaulter period from 01.01.2024 to 05.12.2024, environmental compensation of Rs. 5999.20/lakh has been imposed against the Municipal Corporation of Lucknow for a total of 340 days. Accordingly, in response to the show cause notice issued by the State Board on 09.12.2024, the Lucknow Municipal Corporation vide letter no. D/1175/A.N.A./P.A./24 dated 26.03.2025 had requested for waiver of the imposed environmental compensation. However, without considering the information and request provided by the Corporation, the State Board, ignoring the facts, hastily took a unilateral decision in view of the date fixed for hearing by the Hon'ble NGT and imposed an environmental compensation of Rs. 5999.20 lakh against the Lucknow Municipal Corporation. In the estimation prepared as per the guidelines issued by the State Board, the quantity of waste generated/emitted from the city or reaching the plant has been estimated on the basis of 2395 metric tonnes per day, whereas on the basis of the details received from the processing plant located at Shivri from the month of January 2024 to the month of December 2024, the average quantity of waste reaching daily has been

found to be 1986.45 metric tonnes per day. Thus, the State Board has calculated the quantity in a hurry by estimating an imaginary quantity, which is not acceptable.

The Municipal Corporation contracted M/s Horizon Solutions through a tender process on 08.11.2023 to dispose of approximately 2000 metric tons of fresh waste arriving at the plant daily. However, due to the accumulation of legacy waste at the plant, the organization was unable to perform the required work due to lack of space for fresh waste disposal and erratic power supply. Due to daily problems in plant operation, the organization was unable to perform the work and work was halted. Consequently, the Municipal Corporation re-tendered for fresh waste disposal. Due to the accumulation of legacy waste at the plant, the lack of space for storing and processing fresh waste affected fresh waste disposal during the transition period. However, scientific disposal of legacy waste continued at a capacity of 4000 metric tons per day, resulting in the availability of a 700 metric tonne capacity fresh waste plant within a short time. In this way, M/s Bhoomi Green Energy has installed machinery of total capacity of 2100 metric tons in three phases (3X700) and is scientifically disposing of fresh waste. The Hon'ble NGT was also informed of this, but the State Board, without considering the information and non-

availability of land at the plant, took a hasty unilateral decision keeping in view the scheduled date of hearing by the Hon'ble NGT and imposed environmental compensation against the Municipal Corporation of Lucknow.

M/s Bhoomi Green Pvt. Ltd. has been selected to dispose of the unprocessed/legacy waste collected at the Shivri plant. Beginning operations on March 12, 2024, it has been regularly scientifically disposing of legacy waste at a capacity of 4,000 metric tons per day. Currently, approximately 1.35 million metric tons of legacy waste has been scientifically disposed of, and the by-products generated during disposal are also being scientifically disposed of. M/s Bhoomi Green Energy, the organization working to dispose of legacy waste, has reclaimed over 25 acres of land, a reclamation area that is regularly expanding. As the land becomes free of legacy waste, the Municipal Corporation has installed three 700 TPD fresh waste plants (3 x 700) with a total capacity of 2,100 metric tons. Currently, it is scientifically disposing of 100% of the city's waste.

Apart from the above, it is also to be informed that in view of the order dated 13.02.2023 passed by Hon'ble National Green Tribunal, New Delhi in O.A. No. 654/2022 "Priyadarshini Colony D, Residence Welfare Society,

Lucknow vs. State of Uttar Pradesh and others" and the order dated 31.03.2023 passed by Hon'ble National Green Tribunal, New Delhi in Review Petition No. 15/2023 filed by Municipal Corporation Lucknow against the said order and in compliance with the order dated 23.03.2023 passed in O.A. No. 606/2018 Compliance of Municipal Solid Waste Management Rules, 2016 and Other Environment Issues, a "Ring Fence Account" should be opened on the retirement of District Magistrate, Lucknow for works related to environmental improvement such as Solid Waste Management and Liquid Waste Management and the said amount should be deposited in it and the said amount should be utilized only for works related to environmental improvement. The order was passed in Rambandh. In compliance with which, the Municipal Corporation of Lucknow opened a ring fence account and transferred Rs. 63.95 crore from the funds earmarked for solid waste and liquid waste management works in Lucknow city.

This includes an amount of Rs. 10 crore imposed on the Lucknow Municipal Corporation for environmental compensation. This amount is being spent on garbage collection, transportation, plant operation, transfer station, and other related works under Solid Waste Management. Therefore, in the light of the above circumstances, please send a report

to inform about the actual situation regarding the work done by the Municipal Corporation of Lucknow for the solid waste management of the city and the serious efforts being made for the future, with the request that the Municipal Corporation of Lucknow be freed from the recovery of environmental compensation like land revenue and the compensation of Rs. 1440.70 lakhs be recovered directly from Ecogreen Energy Lucknow Pvt. Ltd. Also, the Corporation is considering to appeal in the Hon'ble NGT for cancellation of the environmental compensation of Rs. 5999.20 lakhs imposed against the Municipal Corporation of Lucknow. Please take the trouble to get acquainted with the actual situation.

Yours truly

(Namrata Singh)

Additional Municipal Commissioner

Copy :-

1 For the respectful perusal of the District Magistrate, Lucknow.

2. For the information of the Municipal Commissioner.

Additional Municipal Commissioner

Municipal Corporation Lucknow

PROFORMA FOR FRESH FILING

1. Category W.R.D.
2. Cognizable by Single Judge/Division Bench/Larger Bench
3. District Lucknow
4. Petitioner /Appellant/Applicant Nagar Nigam Municipal Corporation Lucknow
- Age : Gender: Mobile:
- E-Mail :
5. Respondent UP Pollution Control Board 2-ans
- Age : Gender: Mobile:
- E-Mail :
6. Petitioner's Advocate Name & Roll No. B/V 1081
7. Respondent's Advocate Name & Roll No. ESC
8. Notice No. (If any)
9. Court Fee Paid 100
10. No. of Affidavits attached 1 Affidavit
- CRIME DETAILS (If Any)**
11. Crime No. & Year X
12. Under Section X
13. Police Station & Crime District X
- Lower Court / High Court DETAILS (If Any)**
14. Lower / High Court Case No. details X
15. Lower / High court order date X
16. Lower / High Court order passed by X
- EXTRA PARTIES & ADVOCATES (Add additional sheet if required)**
17. Extra Parties (Petitioner)(Mob./email) X
18. Extra Parties (Respondent)(Mob./email) X
19. Extra Advocates (Pet)(With Roll No. X
20. Extra Advocates (Res)(With Roll No. X
- ACTS & SECTIONS (Mandatory)**
21. Title of Act involved (Center/State) X
22. Sections X
23. Title of Rule involved (Center/State) X
24. (i) Vires of Acts/Rule challenged (Yes/No) Act X
- Rule X
- (ii) Particulars of cases involving similar/Identical challenge X
25. Remarks (If any)

[Signature]
Advocate's name & signature

FOR STAMP REPORTER OFFICE USE ONLY

CNR No. (Unique ID)

Date of Reporting.....

Reporter

IN THE HON'BLE HIGH COURT OF JUDICATURE AT
ALLAHABAD, LUCKNOW BENCH, LUCKNOW

WRIT B _____ OF 2025

Municipal Corporation, Lucknow

..... Petitioner

Versus

Uttar Pradesh Pollution Control Board & Ors

.....Opposite Parties

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Lucknow

Dated: 1/8/25

Vaibhav
(Vaibhav Shukla)
Counsel for the Petitioner
Reg No - 22611/2022
AOR no - B/V 1081
Mob No. - 7275529807

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**IN THE HON'BLE HIGH COURT OF JUDICATURE AT
ALLAHABAD, LUCKNOW BENCH, LUCKNOW**

WRIT B _____ OF 2025

Municipal Corporation, Lucknow

..... Petitioner

Versus

Uttar Pradesh Pollution Control Board & Ors

.....Opposite Parties

DATES AND EVENTS

S.No	Dates	Events
1.	21.03.2017	The petitioner herein entered into a formal tripartite agreement with M/s Ecogreen Energy (Lucknow) Pvt. Ltd. The contract included obligations for the collection, transportation, processing, and disposal of municipal solid waste across the city of Lucknow. This agreement marked the beginning of a public-private arrangement aimed at systematizing waste management.
2.	03.09.2019 to 18.12.2019	The Uttar Pradesh Pollution Control Board (UPPCB) I.E Respondent No.1, based on inspections and site assessments, found M/s Ecogreen Energy in gross violation of their obligations under the agreement and environmental regulations. During this interval, the waste processing plant operated by Ecogreen was

Vaibhav

		reportedly inoperative and large volumes of unprocessed waste were found accumulating. Consequently, UPPCB imposed an environmental compensation of ₹1440.71 lakh on the contractor for non-compliance with Solid Waste Management Rules and for the harm caused to the environment.
3.	August 2020 Annexure-1	That the petitioner began regular written communication with Eco green Energy demanding that the company clear dues, address its waste backlog, and fulfill its contractually mandated obligations. These communications included repeated reminders and warnings about the financial and legal consequences of continued default.
4.	06.07.2023 Annexure-2	That the petitioner formally terminated the contract with M/s Ecogreen Energy and blacklisted the company. This decision was made following months of persistent failure by the contractor to comply with Solid Waste Management Rules and repeated refusals to deposit the imposed compensation. Additionally, the Corporation issued a demand for approximately ₹275.34 crore in damages due to Ecogreen's failure, citing contractual breaches and the resulting financial and environmental harm to the city.

Vaidhyan

5.	07.02.2024 Annexure-3	That the National Green Tribunal (NGT), Principal Bench, New Delhi passed a directive in OA 654/2022. In that order, the NGT instructed that all municipal waste generated within Lucknow Nagar Nigam be processed in its entirety and that no legacy waste should remain. The Tribunal emphasized full compliance with environmental norms and timely disposal of both current and backlog waste, which was faithfully implemented by petitioner through capacity expansions and operational restructuring.
6.	11.09.2024 Annexure-4	That the proceedings were held before the NGT in OA 607/2024 concerning plastic waste management. During these proceedings, the UPPCB made representations that only 99 tons per day (TPD) of municipal waste were being generated in Lucknow. This figure starkly contradicted the records of the Municipal Corporation, which showed an average generation of approximately 2000 TPD. The NGT did not impose any penalty but directed UPPCB to file a fresh status report within three weeks. Notably, the Municipal Corporation was impleaded as a respondent only on this date by way of para 7 of the NGT's order. The petitioner was unaware of the ongoing matter until then and therefore had no

Vaibhav

		opportunity to refute the incorrect data presented by UPPCB.
7.	15.11.2024 Annexure-5	The petitioner awarded new waste-processing contracts (e.g. M/s Horizon Solutions, M/s Bhumi Green Energy) and significantly expanded processing capacity at its Shivri facility.
8.	09.12.2024 Annexure-6	That UPPCB (Respondent no.1) issued a formal Show Cause Notice to the Municipal Commissioner of Lucknow proposing the imposition of environmental compensation. The notice accused the Municipal Corporation of failing to comply with Solid Waste Management Rules for the period beginning 01.01.2024. The notice did not schedule a hearing or invite oral submissions, but asked for a written explanation within a specified period.
9.	20.03.2025	That the site inspection was carried out by the petitioner, which was later referenced in their formal reply to the Show Cause Notice. The inspection revealed that the Shivri processing plant was actively handling large volumes of waste, with an operational capacity of 4000 TPD for legacy waste and 2100 TPD for fresh waste. This data was meant to substantiate the Corporation's claim of compliance with NGT directives and SWM Rules.

Vaibhav

10.	26.03.2025 Annexure-7	That the petitioner filed a detailed reply to the UPPCB's Show Cause Notice. The reply included evidence of compliance, data from the 20.03.2025 inspection, and arguments asserting that the Board had failed to offer an opportunity for a personal hearing, thereby violating principles of natural justice and due process.
11.	02.04.2025 Annexure-8	That UPPCB issued the impugned final order, confirming the Show Cause Notice and directing the Municipal Commissioner to deposit ₹59,99,20,000 (i.e. ₹59.99 crore) as environmental compensation. The order calculated this amount based on an assumed waste generation of 2395 TPD for the 340-day period between 01.01.2024 and 05.12.2024. The order directed that payment be made online within 15 days of its issuance, and did not address or refute the petitioner's detailed reply dated 26.03.2025.
12.	29.07.2025 Annexure-9	The petitioner wrote to the District Magistrate of Lucknow. In this communication, the petitioner reiterated its grievance against the UPPCB's penalty order, mentioned the prior blacklisting of the actual defaulter (Ecogreen), and claimed that the UPPCB's order was issued unilaterally and arbitrarily just ahead of the NGT's upcoming hearing. The letter

Vaibhav

		urged the District Magistrate to consider the proactive steps taken by the Corporation to address the environmental concerns
13.	/07/2025	Hence this petition.

Lucknow

Date: 1/8/25

Vaibhan
(Vaibhan Shukla)
Counsel for the Petitioner
AOR no. B/V 108/
Mob No. 7275 529807

IN THE HON'BLE HIGH COURT OF JUDICATURE AT
ALLAHABAD LUCKNOW BENCH LUCKNOW

WRIT B of 2025

1. Municipal Corporation, Lucknow through the Municipal
Commissioner, Lucknow

..... Petitioner

Versus

1. Uttar Pradesh Pollution Control Board,
through Chief Environment Officer, Circle-5



2. State of Uttar Pradesh
through Principal Secretary, Department of Environment,
Government of U.P.

3. District Magistrate, Lucknow, Lucknow Collectorate, Lucknow

4. ~~through~~ Additional District Magistrate, Environment,
Collectorate, Lucknow

.....Opposite Parties

APPLICATION FOR INTERIM RELIEF

The humble petitioners named above most respectfully begs to
state as under: -

That for the facts, reasons and circumstances stated in the
accompanying petition supported by an affidavit duly sworn by the
petitioner, it is most humbly and respectfully prayed that during the
pendency of the instant proceeding the operation and implementation
of the order dated passed by the opposite party no. 1 (Annexure

Vasishth

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No.) may kindly be stayed and to direct the Opposite Party No. 1 not
to take any coercive action.

Meanwhile an ad interim order may be passed to this effect.

Lucknow.

Dated 1/8/20

Vaibhav
(Vaibhav Shukla)
Counsel for Petitioner
For... B.I.V.I.O.O.
Mo - 7278329807

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IN THE HON'BLE HIGH COURT OF JUDICATURE AT
ALLAHABAD, LUCKNOW BENCH, LUCKNOW

WRIT B _____ OF 2025

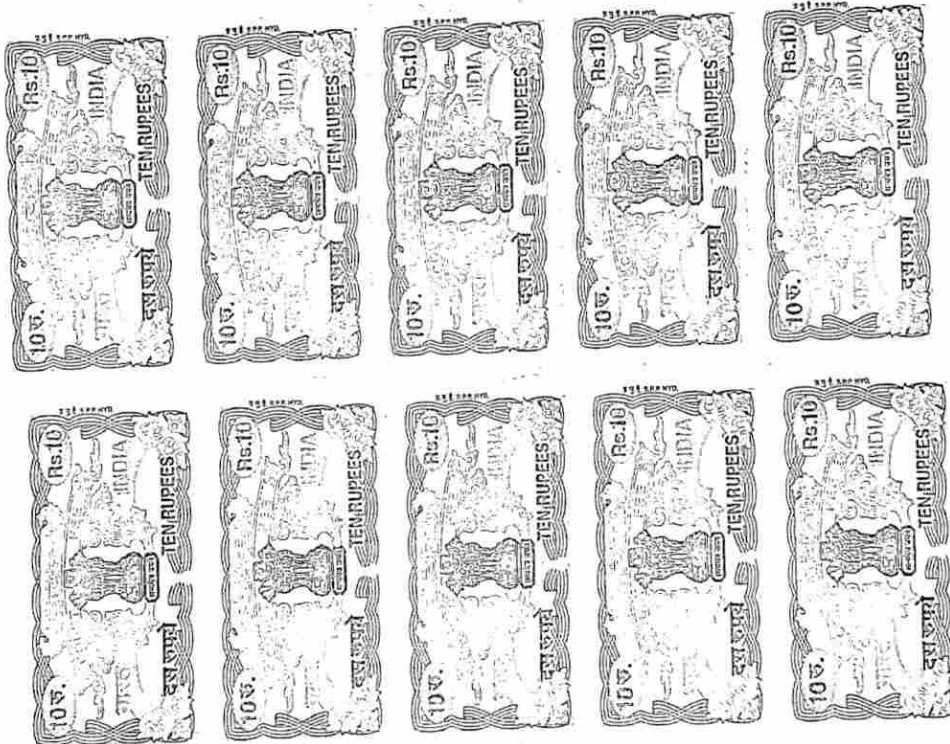
Municipal Corporation, Lucknow

..... Petitioner

Versus

Uttar Pradesh Pollution Control Board & Ors

.....Opposite Parties



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9-

IN THE HON'BLE HIGH COURT OF JUDICATURE AT
ALLAHABAD LUCKNOW BENCH LUCKNOW
WRIT B of 2025

1. Municipal Corporation, Lucknow through the Municipal Commissioner, Lucknow

..... Petitioner

Versus

1. Uttar Pradesh Pollution Control Board, C-12, Vibhuti Khand, Gomti Nagar, Lucknow - 226010 *through Principal Secretary*
 2. State of Uttar Pradesh, Department of Environment, Government of U.P.
 3. District Magistrate, Lucknow Collectorate, Lucknow
 4. *Addition District Magistrate Environment Collectorate, Lucknow* Opposite Parties

PETITION UNDER ARTICLE 226 OF THE CONSTITUTION
OF INDIA

To,

The Hon'ble Chief Justice and other companion of Judges.

1. That this is the first petition for the cause of action either before this Hon'ble Court or any other court, filed by the petitioner.
2. That the petitioner has not received a caveat petition from any of the Opposite Parties.
3. The petitioner is the duly constituted Municipal Corporation of Lucknow, responsible for solid waste management in the city. Respondent No.1 (UPPCB) is the statutory authority constituted



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under the Water (Prevention & Control of Pollution) Act, 1974, and empowered under the Environment (Protection) Act, 1986, to enforce environmental norms

4. That the instant petition is filed under Article 226 of the Constitution seeking judicial review of the impugned administrative order dated 02.04.2025 issued by Respondent No.1. The cause of action arose within the territorial jurisdiction of this Bench (Lucknow).
5. That the facts leading to the filing of the instant case are as hereunder:
6. The petitioner has been managing municipal solid waste in Lucknow under various contracts. Notably, a tripartite agreement (dated 21.03.2017) was entered with M/s Ecogreen Energy (Lucknow) Pvt. Ltd. for collection, transportation, processing and disposal of all waste in the city. During inspections in late 2019 and early 2020, the UPPCB's regional office found Ecogreen in gross non-compliance (waste piling up, plant inoperative). Consequently, the Board imposed an environmental compensation of Rs.1440.71 lakh on Ecogreen for 03.09.2019-18.12.2019. When Ecogreen failed to deposit that compensation or process waste, the petitioner repeatedly corresponded with them (letters of August 2020 onwards) demanding payment. Ultimately, due to continued default by Ecogreen (and its failure to comply with SWM Rules), the petitioner terminated Ecogreen's contract and blacklisted the firm on 06.07.2023. The



11-

termination notice also claimed ~Rs.275.34 crore for damages and losses caused by Ecogreen's failure. This shows that the responsibility for the waste backlog lay squarely with the defaulting contractor.

7. In the interregnum, the petitioner awarded new waste-processing contracts (e.g. M/s Horizon Solutions, M/s Bhumi Green Energy) and significantly expanded processing capacity at its Shivri facility. By March 2025, legacy waste was being cleared at 4000 TPD and fresh-waste units totaling 2100 TPD were fully commissioned. The petitioner kept UPPCB and the Hon'ble NGT informed through progress reports on these developments. In particular, on 07.02.2024 NGT (OA 654/2022) directed that all waste "generated within Lucknow Nagar Nigam is processed in totality ... and no legacy waste is created", which the petitioner has been diligently implementing.
8. On 11.09.2024, the Principal Bench of the NGT in OA 607/2024 (Plastic Waste case) noted discrepancies in reported waste figures. UPPCB's counsel told the NGT that municipal waste was only 99 TPD, whereas the petitioner's records indicated ~2000 TPD. The NGT did not direct any penalty on the petitioner; it merely asked UPPCB to submit a fresh report in three weeks. Only later was the petitioner impleaded as a Respondent by NGT order dated 11.09.2024 (para.7), but at that point the petitioner was unaware of the proceedings and could



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not correct UPPCB's figures. The UPPCB thus had a duty to place accurate data before the NGT.

9. On 09.12.2024, Respondent No.1 issued a Show Cause Notice (Annexure B) to the Municipal Commissioner proposing imposition of environmental compensation for alleged non-compliance with Solid Waste Rules from 01.01.2024. The petitioner submitted a detailed reply on 26.03.2025, incorporating facts from a site inspection on 20.03.2025: actual waste processed, fresh unit capacities, etc. However, Respondent No.1 never granted a personal hearing. In fact, as the petitioner's letter dated 8 July 2025 (Annexure D) states, despite this reply "Regrettably... submissions appear not to have been duly considered, nor was an opportunity for a personal hearing afforded prior to the imposition of the penalty", in flat violation of fair procedure.
10. Notwithstanding the above, Respondent No.1, by letter H-26524/C-5/MSW-1/25 dated 02.04.2025, confirmed the Show Cause Notice and directed the Commissioner to pay Rs.59,99,20,000 (Rs.5999.20 lakh) as environmental compensation for 340 days (01.01.2024-05.12.2024). The order even prescribes online payment within 15 days. The Board's own calculation assumed 2395 TPD waste generation, whereas the petitioner's records (and plant data) showed only ~1986.45 TPD on average for 2024. In short, the compensation was computed on an "imaginary" excess waste figure. Immediately after the



impugned order, the petitioner sought review/recall. By letter dated & July 2025 (Annexure D), the petitioner urged UPPCB that the penalty violates NGT's directives, ignores its March 2025 reply and imposed a baseless, premature penalty. By letter dated 29.07.2025 (Annexure E) to the District Magistrate, the petitioner highlighted that it had blacklisted Ecogreen (the actual defaulter) on 06.07.2023 and provided detailed evidence of its remedial actions, yet UPPCB "has taken a hasty unilateral decision... in view of the date of hearing scheduled by Hon'ble NGT" and imposed Rs.5999.20 lakh. These communications went unheeded, forcing the present petition.

11. That having no alternate and efficacious remedy available with the petitioner, the petitioner prefers the instant writ petition on the following amongst the other grounds

GROUND

The impugned order dated 02.04.2025 (Annexure-8) is patently unlawful, and is vitiated on multiple grounds, inter alia:

- A. Because the petitioner was never afforded any hearing or personal hearing before the final penalty was imposed. This is a fundamental breach of the rule "audi alteram partem" – no person may be condemned unheard. As the petitioner's own submissions of 26.03.2025 point out, the Board "has not given an opportunity for a personal hearing". The NGT itself has held that any order imposing environmental compensation must be

Verma

passed only after giving the violator a reasonable opportunity to reply and be heard. Similarly, the Supreme Court has repeatedly underscored that administrative penalties must respect the duty to hear, warning that failure to give notice or hearing before a "heavy penalty" is a "fundamental lapse in procedural fairness". Here, Respondent No.1 granted no hearing at all, thus flagrantly violating basic principles of fair play and natural justice.

B. Because the impugned penalty is vitiated by deliberate factual inaccuracies and mala fide conduct. UPPCB falsely reported to the NGT on 11.09.2024 that Lucknow's waste generation was merely 99 TPD—a figure irreconcilable with the Bhumi Concession Agreement's contracted capacity of 2000 TPD (Clause 3.1.1). The Board then compounded this distortion by imposing penalties based on an imaginary 2395 TPD figure, willfully ignoring the Petitioner's verified 2024 processing average of ~1986.45 TPD (Clause 9.1), corroborated by digitized weighbridge records mandated under the Agreement (Clause 10.1.6.1). This pattern of misrepresentation—suppressing true data before the NGT while inventing inflated metrics for penalties—demonstrates institutional bad faith and violates Article 14.

C. Because the penalty of ₹59.99 Crores is grossly disproportionate and punitive, as it penalizes the Petitioner for past contractor failures despite demonstrable remediation. While UPPCB targets LMC for alleged 2024 defaults, it ignores: (i) the Bhumi plant's

Vaibhav

operational success in clearing legacy waste at 4000 TPD by March 2025; (ii) strict adherence to NGT's 07.02.2024 directives ensuring zero legacy waste; and (iii) contractual compliance with the Bhumi Agreement's $\geq 90\%$ processing efficiency requirement (Clause 9.5, Schedule 2). Punishing LMC for historical issues—after terminating the actual defaulter (Ecogreen) and commissioning new plants—is perverse and offends the proportionality doctrine under *Environmental Defence Fund v. Union of India* (2020). B

D. Because enforcing the penalty would cripple essential public services by draining funds critical for ongoing waste management. The Bhumi Agreement obligates LMC to fund: (i) 3-year O&M costs (Clause 10.1), including inflation-linked escalations for diesel/labour; (ii) environmental safeguards like leachate control (Clause 14.9); and (iii) penalty risks for plant non-compliance (Schedule 3). Diverting ₹60 Crores to UPPCB would breach these commitments, jeopardizing the Shivari plant's operations and exposing Lucknow to renewed waste crises. Such irreparable harm to public welfare—for a penalty untethered to proven environmental damage—renders the order constitutionally untenable under *State of Punjab v. Ram Lubhaya Bagga* (1998).

E. Because order is founded on egregiously incorrect facts. UPPCB itself had furnished the NGT with a waste-generation figure of 99 TPD (which would have made any penalty absurdly

Vaibhav

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basis (the SW Rules 2016 contain no express EC provision) renders the action ultra vires. The impugned order is thus not only unsupported by law but in direct conflict with the limits of the Board's power.

G. Because the impugned order dated 02.04.2025 is without jurisdiction and liable to be quashed, in view of the authoritative pronouncement of this Hon'ble Court in *Suez India Pvt. Ltd. v. U.P. Pollution Control Board*, Writ-C No. 4816 of 2024, decided on 17.07.2025, wherein it has been categorically held that the Uttar Pradesh Pollution Control Board (UPPCB) has no independent statutory authority to impose or recover environmental compensation, and that such power lies exclusively with the National Green Tribunal (NGT) under Section 15 of the NGT Act, 2010. This Hon'ble Court further held that even if the NGT passes general directions, it cannot delegate its adjudicatory function to the Board. The present order suffers from the same infirmities, being passed unilaterally by UPPCB without any adjudication by the NGT, and is therefore ultra vires, void, and constitutionally untenable. The penalty imposed must be struck down on the same legal footing.

H. Because even if the Board had jurisdiction, the penalty is grossly disproportionate to any proven harm or fault. The compensation is calculated on an inflated basis (erroneous 2395 TPD vs actual ~1986.45 TPD) and amounts to nearly Rs.60 Crores – a sum utterly out of scale for the purported default. The Supreme Court

Vaibhav

has cautioned that environmental penalties must bear a reasonable nexus to the violation and not be arbitrary or punitive. In Benzo Chem Ind. Ltd. v. NGT (2024), the Court struck down an NGT fine because it was linked arbitrarily to the company's revenue, underscoring that penalties must be "grounded in substantive evidence of violations and proportionality, rather than... arbitrary metrics". Similarly here, the Board's methodology (essentially charging the Corporation for a contractor's default) is "totally unknown to the principles of law" and fails any test of proportionality. The petitioner's substantial efforts to clear waste (deploying new contractors, raising capacity to 2100 TPD for fresh waste by Mar 2025, and fully processing legacy waste) have been ignored. A punitive Rs.59.99 Cr fine on a public body for circumstances largely beyond its control is completely unwarranted and arbitrary.

- I. Because imposition of such an enormous penalty would cause irreparable harm to the petitioner and the public services it provides. The petitioner is already under heavy financial strain, with outstanding dues of over Rs.1586 Crores to the State. As its letter explains, adding a Rs.5999.20 lakh charge would "place an unsustainable financial strain on the LMC" and cripple its ability to provide essential services. The Board itself acknowledged no immediate necessity for the penalty (it could have been recovered from Ecogreen, which the petitioner has already blacklisted). To enforce this penalty now would drain civic funds

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and jeopardize waste management for the city. This inequitable result—imposing the fallout of a contractor's failure on the Corporation—offends the rule of reason and cannot stand. Courts have recognized that penalizing a public authority without regard to its capacity or equity of blame is oppressive.

In view of the foregoing, the impugned order dated 02.04.2025 is arbitrary, procedurally unfair and beyond the authority conferred on Respondent No.1. It violates the petitioner's right to fair procedure under Articles 14 and 21 of the Constitution and is liable to be quashed

PRAYER

1. To issue order, writ or direction in the nature of Certiorari quashing the impugned judgement and order dated 02/04/2025 (Annexure No.8.), passed by Opposite Party No. 1,
2. Issue any other order as may be deemed just and proper in the facts and circumstances of the case, in the interest of justice; and
3. Allow this Writ Petition with cost.

Lucknow
Dated:

Vaibhav
(Vaibhav Shukla)
Counsel for the Petitioner
AOR no - B/V 1081
Mob No. 7275529807



2708
ANNEXURE P/15

2025 INSC 923

REPORTABLE

IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NO(S). 757-760 OF 2013

DELHI POLLUTION CONTROL COMMITTEE ...APPELLANT(S)

VERSUS

LODHI PROPERTY CO. LTD. ETC. ...RESPONDENT(S)

WITH

CIVIL APPEAL NO(S). 1977-2011 OF 2013

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Signature Not Verified
Digitally signed by
KAPIL TANDON
Date: 2025.08.13
19:08:44 IST
Reason:

1. Introduction.

1. The Delhi Pollution Control Committee (DPCC)¹ is in appeal against the judgment of the Division Bench of the High Court holding that it is not empowered to levy compensatory damages in exercise of powers under Section 33A of the Water (Prevention and Control of Pollution) Act, 1974 and Section 31A of the Air (Prevention and Control of Pollution) Act, 1981² on the ground that such an action amounts to imposition of penalty provided for in Chapters VII and VI of the respective Acts, and as such, procedure contemplated thereunder will be the only method for imposing and collecting compensatory damage.

2. Having considered the principles that govern Indian environmental laws, we have held that the environmental regulators, the Pollution Control Boards exercising powers under the Water and Air Acts, can impose and collect restitutionary or compensatory damages in the form of fixed sum of monies or require furnishing of bank guarantees as an *ex-ante* measure to prevent potential environmental damage. These powers are

¹ DPCC is a regulatory body in the National Capital Territory of Delhi, established as a 'State Board'. These Boards are constituted under section 4 of the Water Act and under section 4 or section 5 of the Air Act, and exercise powers granted under section 33A of the Water Act and section 31A of the Air Act. Our interpretation of section 33A and 31A herein will apply to any such body established under said Acts.

² Hereinafter referred to as the Water Act and Air Act respectively.

incidental and ancillary to the empowerment under Sections 33A and 31A of the Water and Air Acts. At the same time, we have directed that the powers must be exercised as per procedure laid down by subordinate legislation incorporating necessary principles of natural justice, transparency and certainty.

2. Facts.

3. It is the case of the Delhi Pollution Control Committee that pursuant to the directions of the Ministry of Environment, Forest and Climate Change (MoEFCC) to take appropriate action against certain entities operating in violation of the environmental norms, show cause notices were issued for violation of Section 25 of the Water Act and Sections 21 and 22 of the Air Act. These entities were either residential complexes, commercial complexes or shopping malls. The show cause notices were issued on the ground that they proceeded with construction and in fact, were operating without obtaining the mandatory "consent to establish" and "consent to operate" under Section 25 of the Water Act and Section 21 of the Air Act. The show cause notices were challenged by way of 38 writ petitions before the Delhi High Court. The challenge culminated in the judgement of a single judge dated 30.09.2010 in

the case of *Splendor Landbase Ltd. v. DPCC*³. The learned single judge considered the question as to whether a State Board can levy environmental damages in the form of fixed sums of money or require an entity to furnish a bank guarantee as a condition for grant of consent under Section 33A of Water Act and/or Section 31A of Air Act. Similar writ petitions were considered and decided by another single judge bench in *Bharti Realty Ltd. v. DPCC* and *Anush Finlease and Construction v. DPCC* on 20.07.2011 and 15.09.2011 and were disposed of in terms of the decision in *Splendor Landbase Ltd. v. DPCC*. The reasoning adopted in the judgement and orders passed by the Single Judges are as follows.

3. Single Judge's Judgement and Orders.

4. In *Splendor Landbase Ltd. v. DPCC*⁴, the ld. single judge by his judgement dated 30.09.2010 dealt with two major issues – firstly, whether proprietors of properties over 20,000 square meters are required to obtain *consent to establish* and *consent to operate* under Water Act and Air Act independently, despite obtaining EIA Clearance from the Ministry; and secondly, whether Boards can levy penalties, fines, environmental damages in form

³ 2012 (195) DLT 177.

⁴ Hereinafter referred to as *Splendor*.

of fixed sums of monies or call for bank guaranties as a condition to grant consent under Water and Air Acts? While the first question was answered in the affirmative, the second was answered in the negative.

4.1 It was held that the power to levy penalty is in the nature of a penal power and as such a penalty cannot be imposed without there being an enabling statutory power. For this reason, the single judge held that Board has no power to levy penalty or damage, even on the basis of the general powers under Sections 31A or 33A of the Acts. The learned Judge criticized the monetary demand as a pre-condition for grant of consent under the Acts on the ground that it has no statutory backing.

4.2 In the other batch of cases i.e. in *Bharti Realty Ltd. v. DPCC* and *Anush Finlease and Construction Ltd. v. DPCC*, decided on 12.07.2011 and 15.09.2011, the learned Single Judge was constrained to enquire into the matter in detail as writ appeals against the judgement in *Splendor* were already pending before a Division Bench. Therefore, the Single Judge allowed the writ petitions following the decision in *Splendor* and holding that the Board has no power to impose and collect compensatory damages. In these cases, the learned Judge also directed refund of the

amounts collected. However, no interest was granted to the respondents as they chose to comply with the demand instead of challenging the same at the relevant point in time.

4. Impugned Order of the Division Bench.

5. The decisions of the single judges were challenged by the appellant before the Division Bench of the High Court. By the judgement impugned before us, the Division Bench upheld the findings of the Single Judge in *Splendor* that the power to issue directions under Sections 33A and 31A under the two Acts does not confer the power to levy ‘penalty’. The High Court further observed that under Chapter VII and Chapter VI of the Water and Air Acts penalties can be levied only by courts and that too after taking cognizance of offences specified under the two Acts. Provided that the procedure so prescribed under the statute has to be followed mandatorily, the Division Bench held that the appellant would not be entitled to impose compensation or direct deposit of bank guarantees. The relevant portion of the Division Bench of the High Court is as follows –

“37. We concur with the reasoning of the learned Single Judge in paras 58 to 64 of the impugned decision and thus do not elaborate any further, but would additionally highlight that, the power to issue directions under Section 33A of the Water Act and the power to issue directions under Section 31A of the

Air Act, on their plain language, does not confer the power to levy any penalty. We would further highlight that under Chapter VII of the Water Act and under Chapter VI of the Air Act penalties and procedure to levy the same have been set out. A perusal of the provisions under the Water Act would reveal that penalties can be levied as per procedure prescribed and only Courts can take cognizance of offences under the Act and levy penalties, whether by way of imprisonment or fine. Similar is the position under the Air Act. The legislature having enacted specific provisions for levy of penalties and procedures to be followed has specifically made the offences cognizable by Courts and the power to levy penalties under both Acts has been vested in the Courts. The role of the Pollution Control Boards is to initiate proceedings before the Court of Competent jurisdiction and no more.

40. The language of Sub-Section 5 of Section 25 of the Water Act makes it plain clear that the only solution to a situation of a building being constructed to establish an industry, operation or process without obtaining prior consent of the State Pollution Control Board is the power of the Board to serve upon the person concerned a notice imposing such conditions as might have been imposed on an application, seeking prior consent and we find that the learned Single Judge has correctly so opined and has rightly issued the direction that the only way out, pertaining to the Water Act is to permit DPCC to inspect the shopping malls and the shopping commercial complexes and if it is found that pertaining to discharge of sewage from these buildings any steps are required to prevent water pollution DPCC would be authorized to issue notices requiring the owner of the building to take steps in terms of the notice issued. Pertaining to the Air Act notwithstanding there being no similar provision, but the concept of a post decisional hearing may be made applicable with the modification that no hearing would be required inasmuch as there is no decision, but DPCC should be empowered to inspect the shopping malls and the shopping, commercial complexes and pertaining to air pollution, if the owners of the buildings do not take corrective action, DPCC would always have the power to file criminal complaints before the Courts of Competent Jurisdiction, which Courts would alone have the power to impose fine and additionally impose sentence of imprisonment upon the offending persons.

42. In a few cases, we find that since DPCC was not permitting the buildings to be occupied, under protest, the owners paid the penalty to DPCC and have immediately approached the Court seeking refund and the same has been ordered for the reason neither under the Water Act nor under the Air Act there exists any power in DPCC to levy penalty or impose conditions

of furnishing bank guarantee. The decision of the learned Single Judge is correct in directing the bank guarantees to be discharged and penalties levied to be refunded for the reason the said act of DPCC is ultra-vires its power under the two statutes and the levy of penalty is without any authority of law. In the decision reported as 1997 [5] SCC 535 Mafatlal Industries Ltd. & Ors. Vs UOI & Ors., under writ jurisdiction refund can be directed where the levy is without jurisdiction and the same would include a penalty levied without any jurisdiction. In the instant case the penalty levied is unconstitutional being not sanctioned by any power vested in DPCC either under the Water Act or the Air Act. The impugned decisions where penalty levied has been directed to be refunded are upheld."

5. Submissions.

6. Mr. Pradeep Mishra appearing on behalf of the appellant DPCC submitted that the High Court erred in holding that the State Boards are not empowered to impose environmental damages under Sections 33A and 31A of Water and Air Acts. He has argued that the application of the principle of *Polluter Pays* is distinct from the requirement of authority of law to impose tax or penalty.

7. We have requested Mr. Ninad Laud, learned counsel to assist us in the matter. He has gracefully accepted and has eminently assisted the Court. He has submitted that as per broad scheme of the Acts and also the statement of objects and reasons, State Boards are empowered to act on their own while enforcing Sections 25 and 26 and also while issuing directions under Sections 33A and 31A. However, when faced with non-compliances, recourse to

judicial process is contemplated under Sections 49 and 43 of Water and Air Acts respectively. Further, neither Rule 34 of Water (Prevention & Control of Pollution) Rules 1975 nor Rule 20A of Air (Prevention & Control of Pollution) Rules 1983, while providing a mechanism to administer Section 33A and Section 31A, contemplate monetary penalties. Countering the submission of Mr. Pradeep Misra on the principle of *Polluter Pays* to encourage reading the power to impose and collect environmental damages under Sections 33A and 31A of the respective Acts, he would submit such an approach is impermissible as the said power is specifically and separately provided under Chapters VII and VI therein. Relying on the decision of this Court in *MC Mehta v. Kamal Nath*⁵, he would submit, after considering the scheme of penal provisions under Water Act, Air Act and Environment (Protection) Act 1986, the Supreme Court held that penalties under the Acts befall a person only after finding of guilt upon trial by a court of law. Referring to the legitimacy of State Board's action demanding bank guarantees to secure compliance with conditions, he would submit that no penalty, other than that contemplated in the

⁵ (2000) 6 SCC 213, para 13-17.

statute or statutory scheme can be imposed.⁶ We have also heard Mr. Pinaki Misra, Senior Advocate and other learned counsel and they have strongly supported the decision of the Division Bench.

7.1 Counsel for M/s Laxmi Buildtech Pvt Ltd⁷ has submitted that they have neither violated nor acted in breach of any provision of environmental laws and therefore they cannot be subjected to any penalty or criminal prosecution. Counsel for other respondents further submitted that they have deemed consent as well as EIA clearance from the Ministry. They have also submitted that imposition and collection of damages by the State Boards is outside the powers vested in them under the Water and Air Acts.

7.2 Counsel for M/s Bharti Realty Ltd has submitted that it is a settled principle of law that if a statute provides for a thing to be done in a particular manner, then it has to be done in that manner and no other.⁸ This principle, according to the learned counsel, squarely applies to the present case as Chapter VII and Chapter VI of the Water and Air Acts have a prescribed procedure to be followed before imposing penalties. It is further argued that the

⁶ *State of MP v. Centre for Environment Protection Research & Development*, (2020) 9 SCC 781.

⁷ Civil Appeal No. 2001 of 2013.

⁸ *Chandra Kishore Jha v. Mahavir Prasad & Ors*, (1999) 8 SCC 266.

role of any State Board is in the nature of a complainant and not that of an adjudicatory authority. In this vein, it is submitted that any other interpretation would render the chapter on 'Penalties and Procedures' nugatory and otiose. It is also submitted that the power to give directions under Sections 33A and 31A of the Water and Air Acts is "subject to provisions of this Act". Written submissions also refer to the recent amendments to the Water and Air Acts, empowering an Adjudicating Officer, not below the rank of Joint Secretary of Government of India or Secretary to State Government, for imposing penalties for contravention of provisions of the Acts.

6. Issue.

8. The core question in these appeals is - whether the regulatory boards can, in exercise of powers under Section 33A of the Water Act and Section 31A of the Air Act, impose and collect as restitutionary and compensatory damages fixed sums of monies or require furnishing bank guarantees as an *ex-ante* measure towards potential environmental damage?

7. Existing Legal Regime for Pollution Control in India.

9. Under the Water Act and the Air Act, the State Boards have a broad statutory mandate to prevent, control and abate water pollution and air pollution. Under Section 17 of the Water Act, the State Boards are to shoulder enormous responsibilities and their functions are reproduced herein for ready reference -

“Section 17. Functions of State Board – (1) Subject to the provisions of this Act, the functions of a State Board shall be—
(a) to plan a comprehensive programme for the prevention, control or abatement of pollution of streams and wells in the State and to secure the execution thereof;

(b) to advise the State Government on any matter concerning the prevention, control or abatement of water pollution;

(c) to collect and disseminate information relating to water pollution and the prevention, control or abatement thereof;

(d) to encourage, conduct and participate in investigations and research relating to problems of water pollution and prevention, control or abatement of water pollution;

(e) to collaborate with the Central Board in organising the training of persons engaged or to be engaged in programmes relating to prevention, control or abatement of water pollution and to organise mass education programmes relating thereto;

(f) to inspect sewage or trade effluents, works and plants for the treatment of sewage and trade effluents and to review plans, specifications or other data relating to plants set up for the treatment of water, works for the purification thereof and the system for the disposal of sewage or trade effluents or in connection with the grant of any consent as required by this Act;

(g) to lay down, modify or annul effluent standards for the sewage and trade effluents and for the quality of receiving waters (not being water in an inter-State stream) resulting from the discharge of effluents and to classify waters of the State;

(h) to evolve economical and reliable methods of treatment of sewage and trade effluents, having regard to the peculiar conditions of soils, climate and water resources of different regions and more especially the prevailing flow characteristics of water in streams and wells which render it impossible to attain even the minimum degree of dilution;

- (i) to evolve methods of utilisation of sewage and suitable trade effluents in agriculture;
- (j) to evolve efficient methods of disposal of sewage and trade effluents on land, as are necessary on account of the predominant conditions of scant stream flows that do not provide for major part of the year the minimum degree of dilution;
- (k) to lay down standards of treatment of sewage and trade effluents to be discharged into any particular stream taking into account the minimum fair weather dilution available in that stream and the tolerance limits of pollution permissible in the water of the stream, after the discharge of such effluents;
- (l) to make, vary or revoke any order—
 - (i) for the prevention, control or abatement of discharges of waste into streams or wells;
 - (ii) requiring any person concerned to construct new systems for the disposal of sewage and trade effluents or to modify, alter or extend any such existing system or adopt such remedial measures as are necessary to prevent, control or abate water pollution;
- (m) to lay down effluent standards to be complied with by persons while causing discharge of sewage or sullage or both and to lay down, modify or annul effluent standards for the sewage and trade effluents;
- (n) to advise the State Government with respect to the location of any industry the carrying on of which is likely to pollute a stream or well;
- (o) to perform such other functions as may be prescribed or as may, from time to time, be entrusted to it by the Central Board or the State Government.
- (2) The Board may establish or recognize a laboratory or laboratories to enable the Board to perform its functions under this section efficiently, including the analysis of samples of water from any stream or well or of samples of any sewage or trade effluents.”

10. Section 17 of the Air Act⁹, substantially similar to its equivalent under the Water Act, also indicates the crucial

⁹ Section 17 of Air Act states –

17. Functions of State Boards.— (1) Subject to the provisions of this Act, and without prejudice to the performance of its functions, if any, under the Water (Prevention and Control of Pollution) Act, 1974, the functions of a State Board shall be—

- (a) to plan a comprehensive programme for the prevention, control or abatement of air pollution and to secure the execution thereof;
- (b) to advise the State Government on any matter concerning the prevention, control or abatement relating to air pollution;

responsibilities of the State Boards in discharge of their mandate. Chapter V of the Water Act and Chapter IV of the Air Act include provisions that prescribe the regulatory powers of the State Boards. These powers include the power to issue, modify or withdraw consent¹⁰, power to obtain information¹¹, power of entry and inspection¹² and power to take samples¹³.

8. Insertion of Sections 33A & 31A in Water and Air Acts.

11. In 1988, both Acts were amended. Notably, through amendments the State Boards were further empowered to give

(c) to collect and disseminate information relating to air pollution;

(d) to collaborate with the Central Board in organising the training of persons engaged or to be engaged in programmes relating to prevention, control or abatement of air pollution and to organise a mass-education programme relating thereto;

(e) to inspect, at all reasonable times, any control equipment, industrial plant or manufacturing process and to give, by order, such directions to such persons as it may consider necessary to take steps for the prevention, control or abatement of air pollution;

(f) to inspect air pollution control areas at such intervals as it may think necessary, assess the quality of air therein and take steps for the prevention, control or abatement of air pollution in such areas;

(g) to lay down, in consultation with the Central Board and having regard to the standards for the quality of air laid down by the Central Board, standards for emission of air pollutants into the atmosphere from industrial plants and automobiles or for the discharge of any air pollutant into the atmosphere from any other source whatsoever not being a ship or an aircraft: Provided that different standards for emission may be laid down under this clause for different industrial plants having regard to the quantity and composition of emission of air pollutants into the atmosphere from such industrial plants;

(h) to advise the State Government with respect to the suitability of any premises or location for carrying on any industry which is likely to cause air pollution;

(i) to perform such other functions as may be prescribed or as may, from time to time, be entrusted to it by the Central Board or the State Government;

(j) to do such other things and to perform such other acts as it may think necessary for the proper discharge of its functions and generally for the purpose of carrying into effect the purposes of this Act.

(2) A State Board may establish or recognise a laboratory or laboratories to enable the State Board to perform its functions under this section efficiently.

¹⁰ Sections 25, 27 of Water Act and Section 21 of Air Act

¹¹ Section 20 of Water Act and Section 25 of Air Act

¹² Section 23 of Water Act and Section 24 of Air Act

¹³ Section 21 of Water Act and Section 26 of Air Act

directions under Section 33A of the Water Act and Section 31A¹⁴ of the Air Act. These two provisions are identically worded. Section 33A of the Water Act is as under;

“Section 33A. Power to give directions.—Notwithstanding anything contained in any other law, but subject to the provisions of this Act, and to any directions that the Central Government may give in this behalf, a Board may, in the exercise of its powers and performance of its functions under this Act, issue any directions in writing to any person, officer or authority, and such person, officer or authority shall be bound to comply with such directions.

Explanation.—For the avoidance of doubts, it is hereby declared that the power to issue directions under this section includes the power to direct—

- (a) the closure, prohibition or regulation of any industry, operation or process; or
- (b) the stoppage or regulation of supply of electricity, water or any other service.”

12. The directions contemplated under Sections 33A and 31A of the Water and Air Acts must be in furtherance of the powers and functions of the Boards and they must be in writing. These provisions, declares that the power to issue directions will include the power to direct closure, prohibition or regulation of any

¹⁴ Section 31A of the Air Act states –

31A. Power to give directions.—Notwithstanding anything contained in any other law, but subject to the provisions of this Act, and to any directions that the Central Government may give in this behalf, a Board may, in the exercise of its powers and performance of its functions under this Act, issue any directions in writing to any person, officer or authority, and such person, officer or authority shall be bound to comply with such directions.

Explanation.—For the avoidance of doubts, it is hereby declared that the power to issue directions under this section includes the power to direct—

- (a) the closure, prohibition or regulation of any industry, operation or process; or
- (b) the stoppage or regulation of supply of electricity, water or any other service.

industry, operation or process. Further, this power extends to directing the stoppage or regulation of supply of electricity, water or any other service. The power to give directions has been worded broadly, and it allows the Boards significant flexibility in deciding the nature of directions. The legislative intention of granting these powers through the 1988 amendment can be inferred from the Statement of Objects and Reasons of the Water Act, which reads as follows –

“2. The Water Act is implemented by the Central and State Governments and the Central and State Pollution Control Boards. Over the past few years, the implementing agencies have experienced some more administrative and practical difficulties in effectively implementing the provisions of the Act. The ways and means to remove these difficulties have been thoroughly examined in consultation with the implementing agencies. Taking into account the views expressed, it is proposed to amend certain provisions of the Act in order to remove such difficulties....

3. The Bill, inter alia, seeks to make the following amendments in the Act, namely:—

....

(iv) in order to effectively prevent water pollution, the penal provisions of the Act are proposed to be made stricter and bring them at par with the punishments prescribed in the Air (Prevention and Control of Pollution) Act, 1981 as amended by Act 47 of 1987;

....

(vi) it is proposed to empower the Boards to give directions to any person, officer or authority including the power to direct closure or regulation of offending industry, operation or process or stoppage or regulation of supply of services such as water and electricity;”

13. Similar objective is expressed for the amendment introduced in the Air Act.¹⁵

14. An appeal against directions issued under Section 33A of the Water Act by the State Board can be filed before the National Green Tribunal under Section 33B, introduced in 2010¹⁶. Unlike the Water Act there is no specific Appeal provision against directions issued under Section 31A of the Air Act. This asymmetry must be addressed legislatively.

15. Offences and penalties under the two Acts, and the related procedures, are covered in Chapter VII of the Water Act and Chapter VI of the Air Act. These chapters have undergone significant and substantial amendments. Prior to the amendments, the two Acts stipulated penalties in the form of

¹⁵ Statement of Objects and Reasons for Air Act states, "2. The Air Act is implemented by the Central and State Governments and the Central and State Boards. Over the past few years, the implementing agencies have experienced some administrative and practical difficulties in effectively implementing the provisions of this Act and have brought these to the notice of Government. The ways and means to remove these difficulties have been thoroughly examined in consultation with the concerned Central Government departments, the State Governments and the Central and State Boards. Taking into account the views expressed, the Government have decided to make certain amendments to the Act in order to remove such difficulties. 3. The Bill, inter alia, seeks to make the following amendments in the Act, namely—

....
iv) In order to prevent effectively air pollution, the punishments provided in the Act are proposed to be made stricter.

....
(vii) It is proposed to empower the Boards to give directions to any person, officer or authority including the power to direct closure or regulation of offending establishments or stoppage or regulation of supply of services such as, water and electricity. (viii) It is proposed to empower the Boards to approach courts to obtain orders restraining any person from causing air pollution."

¹⁶ Act 19 of 2010.

imprisonment, monetary fine or both for offences under the statute. Courts could only take cognizance of an offence if a complaint was filed by a Board or any officer authorized by it, or by any person who had given notice of the alleged offence and of his intention to make a complaint. No court inferior to that of a Metropolitan Magistrate or a Judicial magistrate of the first class can try an offence punishable under the two Acts. Be that as it may, for the present purpose we have to examine and interpret Sections 33A and 31A of the Water and Air Acts.

9. Interpretation of and for Environmental Institutions.

16. Our constitutionalism bears the hallmark of an expansive interpretation of fundamental rights. But such creative expansion is only a job half done if the depth of the remedies, consequent upon infringement, remain shallow. In other words, remedial jurisprudence must keep pace with expanding rights and regulatory challenges. It is not sufficient that courts adopt injunctory, mandatory and compensatory remedies, but our regulators also must be empowered in that regard. However, the legislative grammar must be elastic for us to infuse the regulators with power to fashion different remedies. This infusion must also be tempered with the necessary guidelines and parameters of

exercise of remedial powers, failing which such infusion would aid arbitrary use. Our firm view is that remedial powers or restitutionary directives are a necessary concomitant of both the fundamental rights of citizens who suffer environmental wrongs and an equal concomitant of the duties of a statutory regulator, which are informed by Part IV A of the constitution. To that extent, the functions and powers of a regulator must be inspired by the obligation in Part IV A and Article 48 A. The State's '*endeavour to protect and improve the environment*' will be partial, if it does not encompass a duty to retribute.

17. Of all the duties imposed under Article 51A, the obligation to conserve and protect water and air, is perhaps the most significant, amidst our climate change crisis. The Water Act and the Air Act institutionalised all efforts and actions that need to be taken to protect air that we breathe and water that we consume by creating the Pollution Control Boards. These Boards functioning as our environment regulators are expected to act with *institutional foresight* by evolving necessary policy perspectives and action plans. Working with perpetual seal and succession, they are to develop and retain *institutional memory* so that they can act on the basis of the experience, data and information that they would have

gathered and processed. *Institutional expertise* is critical, and these bodies are to employ human resource which have domain expertise and talent. These bodies are intended to maintain *institutional integrity* by taking independent and objective decisions without governmental or industrial control. These values flow naturally if there is *institutional transparency and accountability*. It is in this perspective that we need to interpret Section 33A of the Water Act and 31A of the Air Act.

10. Duty to Restitute v. Power to Punish and Penalise.

18. There is a distinction between an action for environmental damages for restitution or remediation and imposition of penalties or fines levied at the culmination of a punitive action. This Court in *M.C. Mehta* (supra), while referring to the provisions of the Water Act, Air Act and the Environment Protection Act observed –

“17. All the three Acts, referred to above, also contemplate the taking of the cognizance of the offences by the court. Thus, a person guilty of contravention of provisions of any of the three Acts which constitutes an offence has to be prosecuted for such offence and in case the offence is found proved then alone can he be punished with imprisonment and fine or both. The sine qua non for punishment of imprisonment and fine is a fair trial in a competent court. The punishment of imprisonment or fine can be imposed only after the person is found guilty.”

“24. Pollution is a civil wrong. By its very nature, it is a tort committed against the community as a whole. A person, therefore, who is guilty of causing pollution has to pay

damages (compensation) for restoration of the environment and ecology. He has also to pay damages to those who have suffered loss on account of the act of the offender...."

19. Therefore, Indian law distinguishes between the imposition of a monetary penalty or fine, which constitutes punitive action following a determination of guilt after adherence to the statutorily prescribed procedure, and the payment of damages for restitution or remediation as compensatory relief.

20. In this context, it is important to turn to one of the key principles of Indian environmental law – the *Polluter Pays* principle. This principle has been a part of Indian jurisprudence since 1996. In *Indian Council for Enviro-Legal Action v. Union of India*¹⁷, this Court held that according to the *Polluter Pays* principle the responsibility for repairing the damage is that of the offending industry. The Court further held that the powers of the Central Government to issue directions under Section 5 read with Section 3 of the Environment Protection Act include the power to impose costs for remedial measures -

"60. ... Section 3 of the Environment (Protection) Act, 1986 expressly empowers the Central Government (or its delegate, as the case may be) to "take all such measures as it deems necessary or expedient for the purpose of protecting and improving the quality of environment...". Section 5 clothes the Central Government (or its delegate) with the power to issue

¹⁷ (1996) 3 SCC 212

directions for achieving the objects of the Act. Read with the wide definition of 'environment' in Section 2(a), Sections 3 and 5 clothe the Central Government with all such powers as are "necessary or expedient for the purpose of protecting and improving the quality of the environment". The Central Government is empowered to take all measures and issue all such directions as are called for for the above purpose. In the present case, the said powers will include giving directions for the removal of sludge, for undertaking remedial measures and also the power to impose the cost of remedial measures on the offending industry and utilise the amount so recovered for carrying out remedial measures. This Court can certainly give directions to the Central Government/its delegate to take all such measures, if in a given case this Court finds that such directions are warranted. ...

67. The question of liability of the respondents to defray the costs of remedial measures can also be looked into from another angle, which has now come to be accepted universally as a sound principle, viz., the "Polluter Pays" principle. ...Thus, according to this principle, the responsibility for repairing the damage is that of the offending industry. Sections 3 and 5 empower the Central Government to give directions and take measures for giving effect to this principle. In all the circumstances of the case, we think it appropriate that the task of determining the amount required for carrying out the remedial measures, its recovery/realisation and the task of undertaking the remedial measures is placed upon the Central Government in the light of the provisions of the Environment (Protection) Act, 1986. It is, of course, open to the Central Government to take the help and assistance of State Government, RPCB or such other agency or authority, as they think fit."

(emphasis added)

21. Subsequently, the Court in *Vellore Citizens' Welfare Forum v. Union of India*¹⁸, has held that the liability for environmental damage includes both a compensatory aspect and a restorative or remedial aspect-

"12. ... The "Polluter Pays Principle" as interpreted by this Court means that the absolute liability for harm to the

¹⁸ (1996) 5 SCC 647

environment extends not only to compensate the victims of pollution but also the cost of restoring the environmental degradation. Remediation of the damaged environment is part of the process of "Sustainable Development" and as such the polluter is liable to pay the cost to the individual sufferers as well as the cost of reversing the damaged ecology."

(emphasis added)

22. Application of the *Polluter Pays* principle not only includes payment for restoring the damaged environment, taking remedial action to deal with the damage and compensating for the direct harm caused, but also for avoiding pollution. In *Research Foundation for Science (18) v. Union of India*¹⁹, this Court held -

"29. The polluter-pays principle basically means that the producer of goods or other items should be responsible for the cost of preventing or dealing with any pollution that the process causes. This includes environmental cost as well as direct cost to the people or property, it also covers cost incurred in avoiding pollution and not just those related to remedying any damage. It will include full environmental cost and not just those which are immediately tangible. The principle also does not mean that the polluter can pollute and pay for it. The nature and extent of cost and the circumstances in which the principle will apply may differ from case to case."

(emphasis added)

23. The Court further held that the observations of the Court in *Deepak Nitrite Ltd. v. State of Gujarat*²⁰ that "mere violation of the law in not observing the norms would result in degradation of environment would not be correct" were confined to the facts of that

¹⁹ (2005) 13 SCC 186.

²⁰ (2004) 6 SCC 402

case. The Court clarified that the actual degradation of the environment is not a necessary condition for the application of polluter pays principle, as long as the offending activities have the potential of degrading the environment -

“30...The decision also cannot be said to have laid down a proposition that in the absence of actual degradation of environment by the offending activities, the payment for repair on application of the polluter-pays principle cannot be ordered. The said case is not relevant for considering cases like the present one where offending activities have the potential of degrading the environment. In any case, in the present case, the point simply is about the payments to be made for the expenditure to be incurred for the destruction of imported hazardous waste and amount spent for conducting tests for determining whether it is such a waste or not...”

(emphasis added)

24. The distinction between a punitive action and a direction to pay environmental damages was made by the National Green Tribunal in *State Pollution Control Board, Odisha v M/s Swastik Ispat Pvt Ltd and Others*²¹. The Tribunal in this case was considering the legality of forfeiture of bank guarantees in case a defaulting industry did not comply with the regulatory conditions within the stipulated timeframe. The Tribunal expressly considered the opinion of the High Court in the impugned judgment before us today and held -

“45. It is evident from the above facts and the reasoning that there was actual levy of penalty or damages by the DPCC and

²¹ 2014 SCC OnLine NGT 13.

it was in consequence of such imposition of penalty/damages that the Units were called upon to furnish bank guarantees for granting of consent. In other words, bank guarantee was required to be furnished in furtherance to the imposition of a penalty or damages in that case. It was not an act de hors the imposition of penalty and had the element of punitive action. In the present case, it is not a consequence of a punitive or penal action but is in exercise of the powers vested in the Board in relation to recalling the conditions of consent and ensuring their implementation while also making compensatory provision for remedying the apprehended wrong to the environment. In the cases in hand, the Board has not imposed any penalty upon the units but has granted consent to them on certain conditions, none of which is punitive. They squarely fall within the power of the Board to prevent and control pollution in consonance with the scheme of the Acts concerned. Thus, on facts, the judgments of the High Court in *Splendor* (supra) do not have any application to the present case. In any case, we are of the considered view that asking for a bank guarantee as an interim measure for due performance of the conditions of the consent order being compensatory in nature, is not punitive.

46. We have already noticed above that there is a clear distinction between a penal and a compensatory provision. In such matters, the paramount question that would normally fall for determination before a court or tribunal would be whether the action contemplated is penal or compensatory. This issue shall have to be decided with reference to the facts of the case, the provisions of the law applicable and the intent of the authority concerned. Once it falls in the 'compensatory' field, then it will necessarily be beyond the purview of penalty...." (emphasis added)

25. In *Swastik Ispat*, the Green Tribunal correctly interpreted Sections 33A and 31A of the Water and Air Acts. The judgment of the High Court in *Splendor* had not yet been taken up or considered by this Court at that time, the Tribunal had to distinguish the facts of *Splendor* to arrive at its own conclusion. In view of our reasoning and interpretation of Sections 33A and 31A

of the Water and Air Acts, we have no hesitation to hold that the Green Tribunal is correct in its approach.

26. More recently, in *T.N. Godavarman Thirumulpad, In Re v. Union of India*²², this Court while considering the issue of illegal construction in the Corbett Tiger Reserve drew the distinction between action against persons violating the law and measures for restoration of the environmental damage. The Court held -

“173. ... However, the principle of restoration of damaged ecosystem would require the States to promote the recovery of threatened species. We are of the considered view that the States would be required to take steps for the identification and effective implementation of active restoration measures that are localised to the particular ecosystem that was damaged. The focus has to be on restoration of the ecosystem as close and similar as possible to the specific one that was damaged.

175. We find that, bringing the culprits to face the proceedings is a different matter and restoration of the damage already done is a different matter. We are of the considered view that the State cannot run away from its responsibilities to restore the damage done to the forest. The State, apart from preventing such acts in the future, should take immediate steps for restoration of the damage already done; undertake an exercise for determining the valuation of the damage done and recover it from the persons found responsible for causing such a damage.”

(emphasis added)

11. Principles.

27. Based on a review of precedents on this issue, the following legal position emerges –

²² (2025) 2 SCC 641

- I. There is a distinction between a direction for payment of restitutionary and compensatory damages as a remedial measure for environmental damage or as an *ex-ante* measure towards potential environmental damage on the one hand; and a punitive action of fine or imprisonment for violations under Chapters VII of the Water Act and VI of the Air Act on the other hand.
- II. If directions in furtherance of restitutionary and compensatory measures are issued, these are not to be considered as punitive in nature. Punitive action can only be taken through the procedure prescribed in the statute for example under chapters VII and VI of the Water and Air Acts respectively.
- III. Indian environmental law has assimilated²³ the principle of *Polluter Pays* and there is also a statutory incorporation of this principle in our laws.²⁴ The invocation of this principle is triggered in the situations²⁵; i) when an established threshold or prescribed requirement is exceeded or

²³ Indian Council for Enviro-Legal Action (supra n.12); Vellore (supra n 13).

²⁴ **Section 20. Tribunal to apply certain principles.** The Tribunal shall, while passing any order or decision or award, apply the principles of sustainable development, the precautionary principle and the polluter pays principle.

²⁵ Loveleen Bhullar, 'The Polluter Pays Principle: Scope and Limits of Judicial Decisions'; in Shibani Ghosh (ed.), *Indian Environmental Law* (Orient BlackSwan 2019).

breached, and it does result in environmental damage, ii) when an established threshold or prescribed requirement is not exceeded or breached, nevertheless the act in question results in environmental damage and also iii) when a potential risk or a likely adverse impact to the environment is anticipated, irrespective of whether or not prescribed thresholds or requirements are exceeded or breached.

IV. Environmental regulators have a compelling duty to adopt and apply preventive measures irrespective of actual environmental damage. *Ex-ante* action shall be taken by these regulators and for this purpose a certain measure in exercise of powers under Sections 33A and 31A of the Water and Air Acts is necessary.

V. The powers of the Boards under Sections 33A and 31A of the Water and Air Acts are identical to that of Section 5 of the Environment Protection Act. Under Section 5, the Central Government or its delegate has the power to issue directions to the polluting industry to pay certain amounts and utilise the said fund for carrying out remedial measures. The Boards are empowered to take similar actions under Sections 33A and 31A of the Acts.

28. Having considered the principles that govern our environmental laws and on interpretation of Sections 33A and 31A of the Water and Air Acts, we are of the opinion that that the Division Bench of the High Court was not correct in restrictively reading powers of the Boards. We are of the opinion that these regulators in exercise of these powers can impose and collect, as restitutionary or compensatory damages fixed sum of monies or require furnishing bank guarantees as an *ex-ante* measure towards potential or actual environmental damage.

29. There is no doubt that Section 33A of the Water Act and Section 31A of the Air Act give the State Boards powers to issue necessary directions for environmental restoration, remediation and compensation and for the payment of costs for the same. The National Green Tribunal's judgment in *Swastik Ispat* correctly identified the Boards powers to issue directions for payment of environmental damages under Section 33A of the Water Act and the Section 31A of the Air Act. A restrictive interpretation which fails to differentiate between environmental damages and punitive action significantly encumbers the Boards ability to discharge its duties.

30. The Board's powers under Section 33A of the Water Act and Section 31A of the Air Act have to be read in light of the legal position on the application of *Polluter Pays* principle as formulated and explained. This means that State Board cannot impose environmental damages in case of every contravention or offence under the Water Act and Air Act. It is only when the State Board has made a determination that some form of environmental damage or harm has been caused by the erring entity, or the same is so imminent, that the State Board must initiate action under Section 33A of the Water Act and Section 31A of the Air Act.

31. At this stage, we must also take note of the recent 2024 amendments²⁶ to the Water and Air Acts. Two major changes relevant for our consideration are that of decriminalisation²⁷ and introduction of the office of "Adjudicatory Officer"²⁸. Even after the

²⁶ The Water (Prevention and Control of Pollution) Amendment Act, 2024, Jan Vishwas (Amendment of Provisions) Act, 2023.

²⁷ Section 41 in the erstwhile Water Act has been substituted by sections 41 and 41A, whereby contravention of directions issued under section 20 (for obtaining information), 32 (for imposing emergency measures in case of pollution), 33 (for restraining apprehended pollution) or 33A would now be punishable by penalty alone; thereby replacing the earlier penal framework comprising of imprisonment *and* fine. Similar amendments done for section 42 (penalty for certain acts), section 43 for contravention of directions under section 24 (prohibiting use of stream or well), section 44 (prohibiting alteration of meter, etc.), and section 45A (residuary). Correspondingly, under the Air Act criminal liability under section 37 for contravention of directions under section 22 (restricting emission beyond standards) or section 31A has been restricted to fine alone. Similar amendments have been brought in section 38 and 39 (residuary). Punishment for imprisonment has been retained only for violation of section 21 and failure to pay penalty or additional penalty under section 39D.

²⁸ In the Water Act, section 45B puts in place a new office by the title of 'Adjudicating Officer', who would be an officer not below the rank of Joint Secretary to the Centre or Secretary to the State, appointed by the Central Government. Adjudicating Officer is empowered to inquire

amendments, in our opinion, there is no conflict between the powers of the State Boards to direct payment of environmental damages under Sections 33A and 31A of the Water and Air Acts and the powers of the Adjudicating Officer to impose penalties under Chapter VII of the Water Act and Chapter VI of the Air Act. The decriminalization of offences under these Chapters has not removed the punitive nature of actions that can be taken under them. There remains a clear distinction between the nature of directions that the State Boards can issue under Sections 33A and 31A of the Water and Air Acts for payment of environmental damage and the determination by Adjudicating Officers. The former is compensatory in nature and will be resorted to when remedial measures are being undertaken to restore the degraded environment or pollution caused. The latter is a penalty for an offence under the law and is imposed with the objective of punishing the offender. This penalty collected here will not be specifically directed towards the restoration of the degraded environment (for instance, to decontaminate a pond that has been

and impose penalties under sections 41, 41A, 42, 43, 44, 45A and 48. Appeal against such imposition lies before the National Green Tribunal as per section 45C. The Adjudicating Officer is further empowered to file a complaint for cognizance under section 49. Corresponding additions have been made under the Air Act as well under sections 39A (Adjudicating Officer), 39B (Appeal to NGT) and 43 (Cognizance of offences).

polluted due to discharge of untreated sewage). It will be deposited in the Environmental Protection Fund that is to be set up under Section 16 of the Environment (Protection) Act. According to Section 16(3) of the EP Act, the Fund shall be used for, (a) the promotion of awareness, education and research for the protection of environment; (b) the expenses for achieving the objects and for purposes of the Air (Prevention and Control of Pollution) Act, 1981(14 of 1981) and under this Act; and (c) such other purposes, as may be prescribed.

A. Board's Responsibility to Choose Appropriate Course of Action.

32. Given their broad statutory mandate and the significant duty towards public health and environmental protection the Boards must have the power and distinction to decide the appropriate action against a polluting entity. It is essential that the Boards function effectively and efficiently by adopting such measures as is necessary in a given situation. The Boards can decide whether a polluting entity needs to be punished by imposition of penalty or if the situation demands immediate restoration of the environmental damage by the polluter or both.

B. Powers Must Be Guided by Transparency and Non-Arbitrariness.

33. While we hold that the Boards have the power to direct the payment of environmental damages, we make it clear that this power must always be guided by two overarching principles. First, that the power cannot be exercised in an arbitrary manner; and second, the process of exercising this power must be infused with transparency.

34. This Court has underscored the importance of strong institutional frameworks in environmental governance that are effective, accountable and transparent. In *Bengaluru Development Authority v. Sudhakar Hegde*²⁹, this Court held -

“95. The protection of the environment is premised not only on the active role of courts, but also on robust institutional frameworks within which every stakeholder complies with its duty to ensure sustainable development. A framework of environmental governance committed to the rule of law requires a regime which has effective, accountable and transparent institutions. Equally important is responsive, inclusive, participatory and representative decision-making. Environmental governance is founded on the rule of law and emerges from the values of our Constitution. Where the health of the environment is key to preserving the right to life as a constitutionally recognised value under Article 21 of the Constitution, proper structures for environmental decision-making find expression in the guarantee against arbitrary action and the affirmative duty of fair treatment under Article 14 of the Constitution. Sustainable development is premised not merely on the redressal of the failure of democratic institutions in the protection of the environment, but ensuring that such failures do not take place.”

(emphasis added)

²⁹ (2020) 15 SCC 63

35. To ensure that the Boards impose restitutionary and the compensatory environmental damages in a fair transparent, non-arbitrary manner, with procedural certainty, necessary subordinate legislation in the form of rules and regulations must be notified. This shall include methods by which environmental damage is determined, and the consequent quantum of damages are assessed. They may also incorporate certain basic principles of natural justice for fairness in action. At present environmental damages are being levied by the Boards on the basis of certain guidelines issued by the Central Pollution Control Board in its document "*General framework for imposing environmental damage compensation*" issue in December, 2022. These guidelines seem to have been issued pursuant to the directions of the NGT.³⁰ It is important that these guidelines are reviewed thoroughly and issued in the form of Rules and Regulations. This will enable declaration of a law that applies and ensures its recognition and easy implementation.

36. These Rules must also create enabling framework for citizens to file complaints about environmental damage. Public participation in environmental protection has assumed great

³⁰ Pursuant to the NGT in its order in O.A. No. 606/2018 dated 24.04.2019.

importance with climate change threatening to drastically disrupt our way of living. Boards, being the first line of defence against polluting activities, must provide easy accessibility and encourage public participation in their function and decision making.

37. While we have reversed the decision of the High Court on the principle of law and hold that the environmental regulators, the Pollution Control Boards, can impose and collect as restitutionary and compensatory damages fixed sums of monies or require furnishing bank guarantees as an *ex-ante* measure towards potential environmental damage in exercise of powers under Sections 33A and 31A of the Water and Air Acts, we issue the following consequential directions.

38. In view of the fact that the show cause notices in these cases relate to the year 2006 and those show cause notices were set-aside by the Single as well as by the Division Benches of the High Court, we are of the opinion that no purpose will be served in reviving the said show cause notices at this point of time. In the facts and circumstances of the case while we allow the appeal on the principle of law there shall not be any consequential direction for reviving the show cause notices which have been set-aside concurrently by the Single as well as by the Division Bench of the

High Court. If certain amounts have been collected on the basis of the said show cause notices they shall be returned by DPCC within a period of six weeks from the date of this order, and if amounts are not deposited or collected the appellant, DPCC shall not take any further action.

39. For the reasons stated above:

(a) we allow these appeals and set aside the judgement and order dated 23.01.2012, passed by the Division Bench of the High Court of Delhi to the extent of declaration of law but direct that the show cause notices that have been set aside by the High Court shall not be revived.

(b) we direct that the Pollution Control Boards can impose and collect as restitutionary and compensatory damages fixed sums of monies or require furnishing bank guarantees as an *ex-ante* measure towards potential environmental damage in exercise of powers under Sections 33A and 31A of the Water and Air Acts.

(c) it is further directed that the power to impose or collect restitutionary or compensatory damages or the requirement to furnish bank guarantees as an *ex-ante* measure under Sections 33A and 31A of the Water and Air Acts shall be enforced only after

detailing the principle and procedure incorporating basic principles of natural justice in the subordinate legislation.

.....J.
[PAMIDIGHANTAM SRI NARASIMHA]

.....J.
[MANOJ MISRA]

**NEW DELHI;
AUGUST 04, 2025**

IN THE SUPREME COURT OF INDIA
(Order XVI Rule 4(1) (a))
[CIVIL APPELLATE JURISDICTION]
(Under Article 136 of the Constitution of India)
SPECIAL LEAVE PETITION (CIVIL) NO. OF 2025

IN THE MATTER OF:-

LUCKNOW MUNICIPAL
CORPORATION

...PETITIONER

VERSUS

UTTAR PRADESH POLLUTION
CONTROL BOARD

...RESPONDENTS

APPLICATION SEEKING PERMISSION TO FILE ADDITIONAL
DOCUMENTS ON RECORD

To,

Hon'ble the Chief Justice of India and his companion Judges of the
Supreme Court of India

The humble application of the
Petitioner named above

MOST RESPECTFULLY SHEWETH:

1. That the petitioner has filed the accompanying Petition seeking Special Leave to Appeal against Judgment and Final Order dated 21/08/2025 passed by the High Court of Judicature at Allahabad, Lucknow Bench in WRIT – C No. – 7723 of 2025

2746

2. That the Petitioner have fully n set out the facts and circumstances leading to the filing of this SLP before this Hon'ble Court and refer to and rely upon the same for the purpose of hearing of this application.
3. That the Petitioner desire to produce the following document, which the Petitioner could not file the along with the SLP as they were not part of the records. However, since they are germane to the issue and unimpeachable in quality, they are, therefore, required to be considered:
 - (i) **True copy of the order dated 26.08.2025 in Civil Misc. Arbitration Application No. 88 of 2023 is attached herewith and marked as Annexure-P/16. Page no. 914-916**
 - (ii) **True copy of the records and photographs of improved processing performance from October 2025 is attached herewith and marked as Annexure-P/17. Page no. 917-970**
4. The Petitioner craves leave of this Hon'ble Court to permit them to rely on the aforementioned document during the course of hearing. Hence, in the interest of justice, it is necessary to take the Additional Document on record. Therefore, in view of the circumstances stated herein above the Petitioner deserve to be permitted to produce the additional document, which are important for the disposal of the present SLP.

5. That the application is made bonafide and accordingly the Petitioner pray that the aforementioned document may be taken on record and the Petitioner may be permitted to refer to and rely upon the same.

PRAYER

- (a) Permit the Petitioner to file additional document in the aforesaid Special Leave Petition; and/or
- (b) Pass such other Order/Orders as this Hon'ble Court may deem fit and proper in the facts and circumstances of the case.

FOR WHICH ACT OF KINDNESS, THE PETITIONER SHALL, AS IN DUTY BOUND,
EVER PRAY.

FILED BY:



[JAYDIPATI]

Filed on: 15/12/2025

New Delhi

ADVOCATE FOR THE PETITIONER



HIGH COURT OF JUDICATURE AT ALLAHABAD
LUCKNOW
CIVIL MISC. ARBITRATION APPLICATION No. - 88 of 2023

M/S Ecogreen Energy Lucknow Private Limited
Thru. Addl. Director Amber Chaturvedi

.....Applicant(s)

Versus

Lucknow Municipal Corporation Thru. Municipal
Commissioner And Ors.

.....Opposite
Party(s)

Counsel for Applicant(s)

: Ashish Chaturvedi

Counsel for Opposite Party(s)

: Namit Sharma

Court No. - 7

HON'BLE JASPREET SINGH, J.

1. Heard Shri Ashish Chaturvedi, learned counsel for the petitioner and Shri Namit Sharma, learned counsel for the respondents.

2. The instant petition has been preferred under Section 11(6) of the Arbitration and Conciliation Act, 1996 (for short, 'the Act of 1996') for appointment of a sole Arbitrator.

3. The submission of the learned counsel for the petitioner is that a concessionaire agreement was entered between the parties on 23.10.2010. Even prior thereto, an agreement was entered between the parties where it was agreed that all the terms and conditions of the earlier agreement would be made applicable on the instant agreement dated 23.10.2010.

4. It is further urged that in terms thereof, the parties had agreed that in case of any dispute arising between the parties, the same would be referred for arbitration. The details thereof are made in Article 14 which relates to a dispute resolution mechanism. So far as the arbitration procedure is concerned, the same is the subject matter of Clause 14.2.

5. The contention of the learned counsel for the petitioner is that

6. The petitioner, by means of the notice dated 30.09.2023, in terms of the dispute resolution mechanism had invoked the good offices of the respondents for an amicable settlement, however even that did not evoke any response. Thereafter, the petitioner by means of the notice dated 07.10.2023 invoked the arbitration clause and also suggested the name of a former Judge of this Hon'ble Court to act as an Arbitrator.

7. It is stated that even the said letter dated 07.10.2023 calling upon the respondents to participate in formation of Arbitral Tribunal did not evoke any reply and thereafter the petitioner has approached this Court by filing the instant petition on 24.11.2023.

8. It is further urged that the respondents while filing its counter affidavit in Para-11 had stated that they allegedly appointed an Arbitrator on 28.12.2023 and since they could not get the consent from the said proposed Arbitrator, they renominated another Arbitrator on 12.03.2024.

9. It is submitted that there was no occasion for the respondents to have appointed or nominated their Arbitrator once the petition had been filed before this Court on 24.11.2023 as the period of 30 days of calling upon the respondents to participate in formation of Arbitral Tribunal had lapsed and the petition had been filed in the Court. In such circumstances, it is only the Court, who can appoint a sole Arbitrator.

10. Shri Namit Sharma, learned counsel for the respondents has vehemently urged that insofar as the claims of the petitioner are concerned they are disputed. Moreover, the manner in which the arbitration clause has been invoked and the petition has been filed is de hors the agreed procedure. In such circumstances, the petition deserves to be dismissed.

11. The Court heard learned counsel for the parties and also perused the material on record.

12. Apparently, insofar as consideration of an application under Section

claims are live claims and not stale (iv) an the parties are before correct jurisdictional High Court.

13. Testing the material before this Court on the basis of the afore parameters, this Court finds that the arbitration clause is not disputed far as the invocation is concerned, as per the Clause 14.2, the petitioner had invoked the good offices of the respondents for an amicable settlement, which did not materialize and it was followed by a notice dated 07.10.2023. Even the said notice was not replied and thereafter petitioner had filed the instant petition on 24.11.2023.

14. This Court taking note of the aforesaid had passed an order calling upon the respondents vide order dated 29.11.2023. In such circumstances apparently, any exercise undertaken by the respondents to nominate an Arbitrator on two separate occasions does not come their aid as the instant petition had been filed, and once after the lapse of the period of terms under Section 21 of the Act of 1996 and the petition having been filed, the respondents cease to have any authority to nominate an Arbitrator.

15. In view of the aforesaid, this Court is satisfied that it is a fit case being referred to an Arbitrator.

16. Accordingly, this Court proposes the name of **Hon'ble Mr. Justice K.S. Rakhra**, a former Judge of this Court, resident of 2/146 1 Vishesh Khand, Gomti Nagar, Lucknow, Mobile No.941521596 9415011869 to act as an Arbitrator.

17. Learned counsel for the petitioner shall provide a complete set of the paper-book to the office of this Court to be forwarded to the proposed Arbitrator to seek his consent in terms of Section 12(5) of the Act, 1996.

18. List on 17.09.2025.

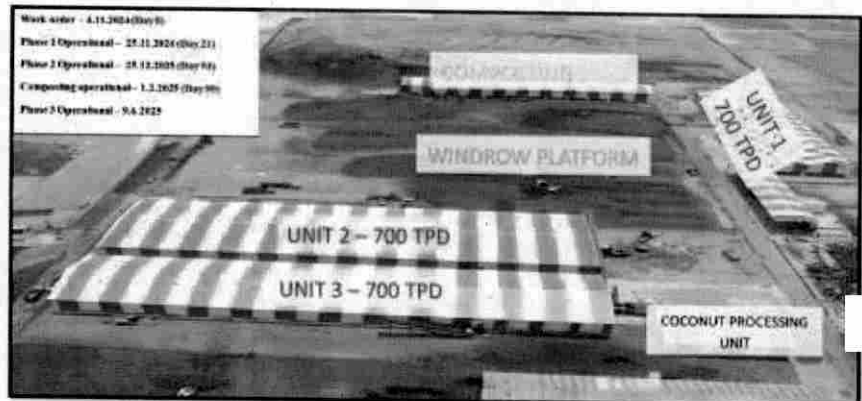
Fresh Waste Processing Status

The tender for processing fresh Municipal Solid Waste (MSW) has been awarded to M/S Bhumi Green Energy. The company has established a total processing capacity of 2100 TPD, which effectively manages the approximately 2000 TPD of fresh MSW currently generated by the Lucknow Municipal Corporation (LMC). This new system marks a significant upgrade in waste management technology. The company uses an effective windrow composting technology to process wet waste, converting organic material into compost. Dry waste is segregated, and the Refuse-Derived Fuel (RDF) is sent to cement factories. For specific waste streams, a separate setup has been installed to process coconut shells into coir and coco peat. The company is also in the process of setting up plastic pallet-making machines for plastic waste, which will be used in road construction as a substitute for 5-6% of bitumen. However, this setup is currently on hold due to space constraints. Additionally, non-recyclable but combustible waste is incinerated in a specialized "blackhole machine" at temperatures above 600°C. Finally, inert materials, which constitute approximately 5-7% of the total waste, are sent to a sanitary landfill for final disposal.

Furthermore, LMC has successfully inaugurated a new sanitary landfill in Shivri. This facility, constructed to meet all Central Pollution Control Board (CPCB) guidelines, offers a secure and environmentally responsible solution for the city's inert and residual waste disposal. This new sanitary landfill is designed to meet the city's disposal requirements for the next five years.



MARCH 2024



October 2025

Lucknow becomes UP's 1st 'zero fresh waste dump city'

With the launch of its third fresh waste processing plant at Shivri West, Lucknow has become the first city in Uttar Pradesh to achieve 100% processing of daily waste, officially earning the status of a 'zero fresh waste dump' city, reports Vivek Chauhan. The newly inaugurated facility has the capacity to handle 700 metric tons of fresh waste daily. **P 2**

Lucknow becomes UP's 1st 'zero fresh waste dump' city

Launch Of Shivri West Plant Boosts Capacity To 2K MT

Work Chauhan

Lucknow: With the launch of its third fresh waste processing plant at Shivri West, Lucknow has become the first city in Uttar Pradesh to achieve 100% processing of daily waste, officially earning the status of a 'zero fresh waste dump' city, reports Vivek Chauhan.

The newly inaugurated facility has the capacity to handle 700 metric tons of fresh waste daily, bringing the city's total processing capacity to 2,000 metric tons per day.

The existing daily waste processing capacity of 1,300 metric tons was augmented by the new plant, which is owned and operated by Shivri West. The new plant is a 10-acre facility with a capacity of 700 metric tons per day. It is the first of its kind in the city and is expected to be a model for other cities in the state.

WASTE PROCESSING IN CITY

City generates approximately 2,000 metric tons of waste every day. The waste is collected by the city's waste management department and is then processed at the Shivri West plant. The plant is a 10-acre facility with a capacity of 700 metric tons per day. It is the first of its kind in the city and is expected to be a model for other cities in the state.

WASTE COLLECTION & SEGREGATION
All collected waste is segregated into two main categories: Organic waste (around 60%) and Inorganic waste (around 40%). Organic waste is processed at the Shivri West plant, while inorganic waste is sent to a sanitary landfill.

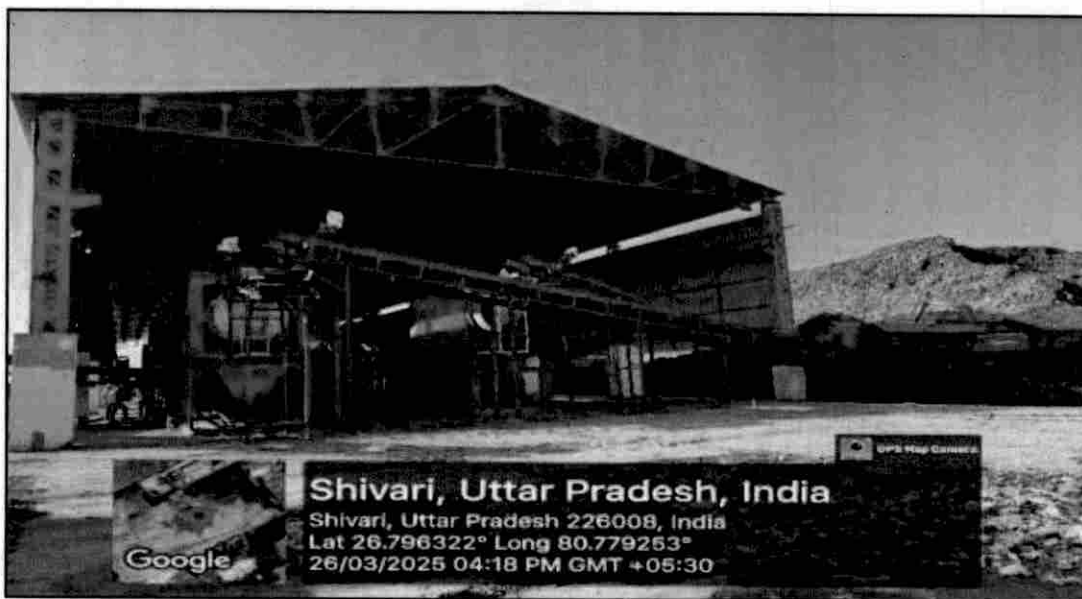
Next is Waste-to-Energy Plant: Minister

The LMC is also preparing to establish a waste-to-energy plant at Shivri West. The plant is a 10-acre facility with a capacity of 700 metric tons per day. It is the first of its kind in the city and is expected to be a model for other cities in the state. The plant is expected to be completed by 2026.

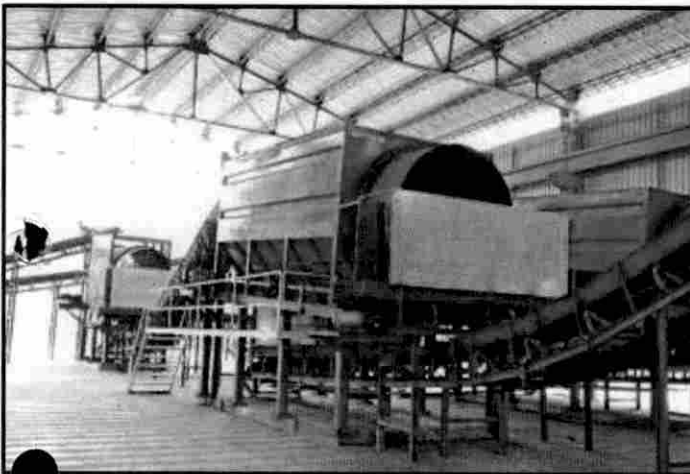
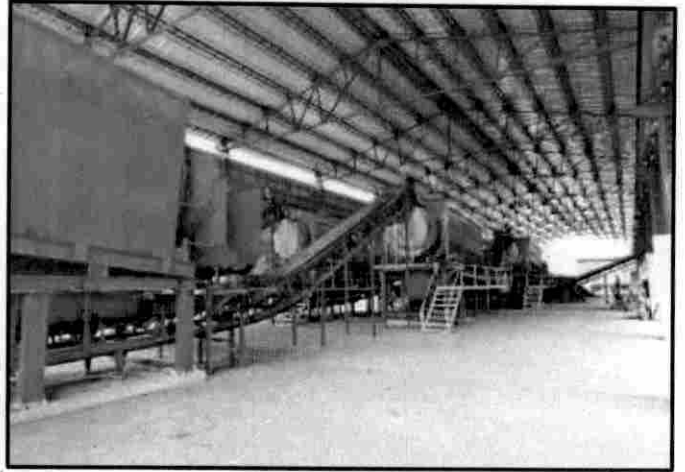
2752

BHUMI GREEN ENERGY UNIT 10 LUCKNOW.														
SOLID WASTE PLANT SHEVERI PANKHEDA LUCKNOW 226101.														
DATE	MSW Trip	LEGACY MSW RECEIVE AFTER STABILIZATION	Total Processed	Unit-I Processed	Unit-II Processed	PRODUCTION					DISPATCH/DISPOSAL			
						Moisture loss (18%)	C&D Inert (18.5%)	(6 MM TO 22MM) COARSE FRACTION (41%)	GOOD EARTH (6MM) (5%)	PRODUCTION RDF (17.5%)	C&D INERT	(6 MM TO 22MM) COARSE FRACTION	GOOD EARTH (Less 6MM)	RDF DISPATCH
01.10.2025	133	1952.68	1790.00	920.00	870.00	322.20	331.15	733.90	89.50	313.25	387.00	560.00	78.11	364.41
02.10.2025	104	1501.43	1600.00	820.00	780.00	288.00	296.00	656.00	80.00	280.00	215.00	520.00	29.88	482.14
03.10.2025	152	2225.68	2010.00	980.00	1030.00	361.80	371.85	824.10	100.50	351.75	580.50	500.00	105.36	634.18
04.10.2025	157	2320.93	2380.00	1220.00	1160.00	428.40	440.30	975.80	119.00	416.50	365.50	560.00	54.11	327.09
05.10.2025	171	2445.06	2450.00	1260.00	1190.00	441.00	453.25	1004.50	122.50	428.75	215.00	940.00	113.10	480.38
06.10.2025	151	2114.88	1950.00	1020.00	930.00	351.00	360.75	799.50	97.50	341.25	516.00	600.00	54.88	482.10
07.10.2025	160	2336.79	2490.00	1260.00	1230.00	448.20	460.65	1020.90	124.50	435.75	473.00	740.00	22.75	583.62
08.10.2025	140	2148.75	2150.00	1120.00	1030.00	387.00	397.75	881.50	107.50	376.25	860.00	620.00	50.38	455.86
09.10.2025	123	1979.01	2240.00	1130.00	1110.00	403.20	414.40	918.40	112.00	392.00	559.00	660.00	141.59	388.94
10.10.2025	146	2258.42	2230.00	1220.00	1010.00	401.40	412.55	914.30	111.50	390.25	387.00	680.00	51.32	271.75
11.10.2025	146	2131.41	2300.00	1320.00	980.00	414.00	425.50	943.00	115.00	402.50	537.50	380.00	82.01	406.14
12.10.2025	144	2157.32	1190.00	660.00	530.00	214.20	220.15	487.90	59.50	208.25	494.50	800.00	26.59	442.86
13.10.2025	87	1230.24	1450.00	830.00	620.00	261.00	268.25	594.50	72.50	253.75	322.50	1080.00	76.11	286.22
14.10.2025	67	972.25	1030.00	1030.00	0.00	185.40	190.55	422.30	51.50	180.25	516.00	1140.00	82.06	312.08
15.10.2025	36	504.64	1130.00	1130.00	0.00	203.40	209.85	463.30	56.50	197.75	709.50	900.00	83.36	201.59
16.10.2025	46	636.08	830.00	830.00	0.00	149.40	153.55	340.30	41.50	145.25	709.50	1080.00	55.46	117.52
17.10.2025	106	1437.07	1510.00	890.00	620.00	271.80	279.35	619.10	75.50	264.25	473.00	720.00	83.10	113.66
18.10.2025	175	2446.53	1980.00	1020.00	960.00	356.40	366.30	811.80	99.00	346.50	516.00	820.00	85.02	236.01
19.10.2025	135	1857.60	2030.00	1050.00	980.00	365.40	375.55	832.30	101.50	355.25	494.50	560.00	114.67	220.48
20.10.2025	80	1089.74	1000.00	520.00	480.00	180.00	185.00	410.00	50.00	175.00	258.00	380.00	0.00	0.00
21.10.2025	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
22.10.2025	54	806.96	1110.00	590.00	530.00	199.80	205.35	455.10	55.50	194.25	408.50	480.00	53.33	154.54
23.10.2025	121	1675.51	1530.00	820.00	710.00	275.40	283.05	627.30	76.50	267.75	451.50	640.00	0.00	429.22
24.10.2025	128	1876.04	1890.00	1020.00	870.00	340.20	349.65	774.90	94.50	330.75	258.00	760.00	25.24	424.61
25.10.2025	127	1613.02	1650.00	730.00	920.00	297.00	305.25	676.50	82.50	288.75	623.50	900.00	72.52	445.19
26.10.2025	91	1104.79	1350.00	560.00	790.00	243.00	249.75	553.50	67.50	236.25	623.50	920.00	137.64	245.34
27.10.2025	129	1720.38	1630.00	680.00	950.00	293.40	301.55	668.30	81.50	285.25	860.00	1000.00	108.68	295.98
28.10.2025	122	1653.50	1480.00	560.00	920.00	266.40	273.80	606.80	74.00	259.00	451.50	1960.00	175.85	166.69
29.10.2025	139	2109.36	2060.00	1050.00	1010.00	370.80	381.10	844.00	103.00	360.50	860.00	1400.00	173.69	429.08
30.10.2025	76	1106.57	1050.00	530.00	520.00	189.00	194.25	430.50	52.50	193.75	623.50	740.00	56.99	282.67

Fresh Waste Processing Plant

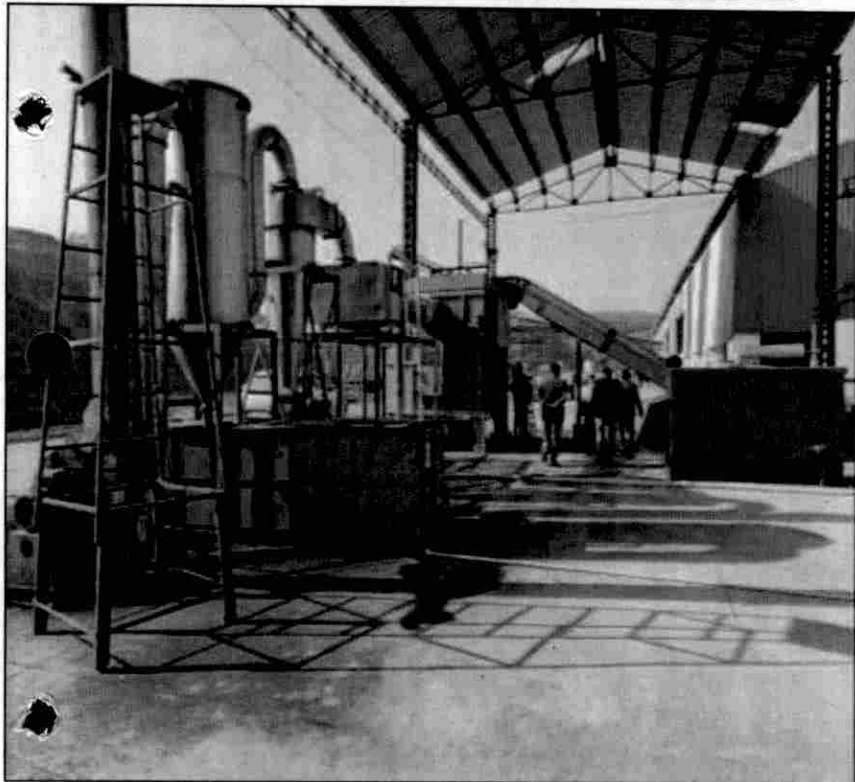


Windrows
formation

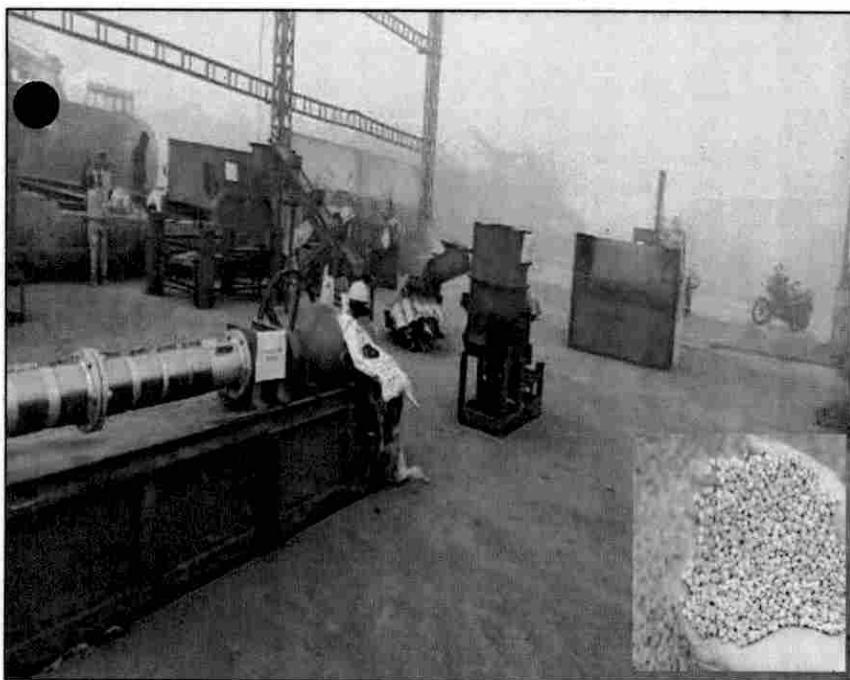
Composting UnitCompost Packaging

Other Plants installed at Shivari

Hazardous Waste/Reject Disposal Plant

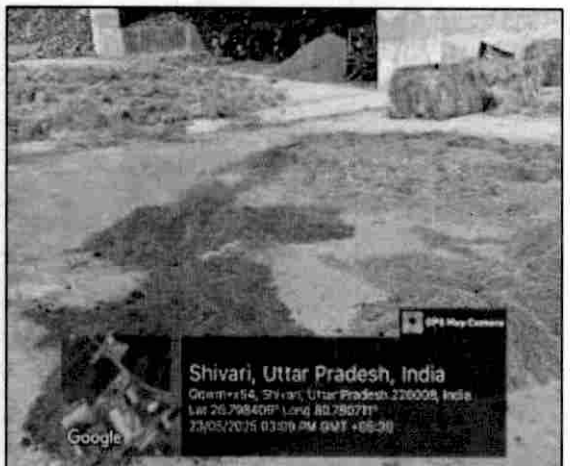
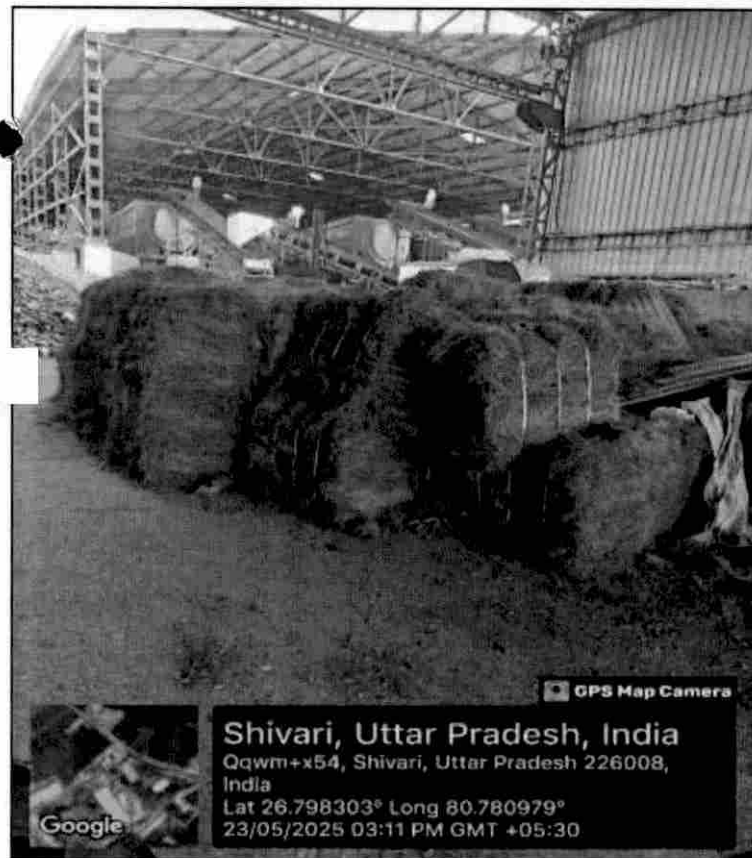


- Avg. 5 TPD Dry waste Burn per day
- Based on Plasma Technology

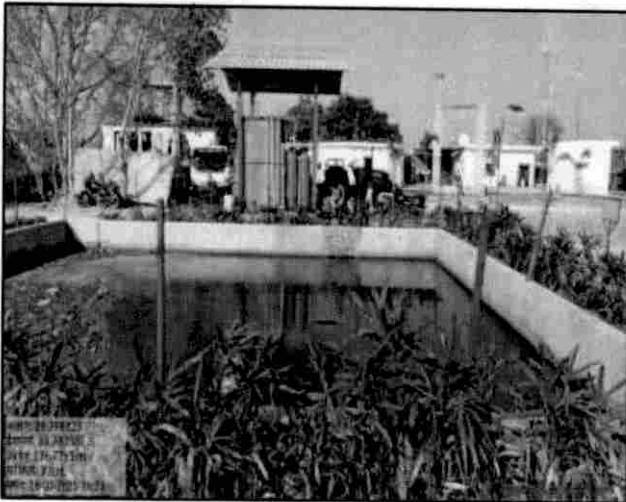


Plastics Pallet
Manufacturing
Machine

Manufacturing of Rope and Cocopeat from Coconut Shell- New Initiative



Leachate Treatment Plant



Aeration Tank



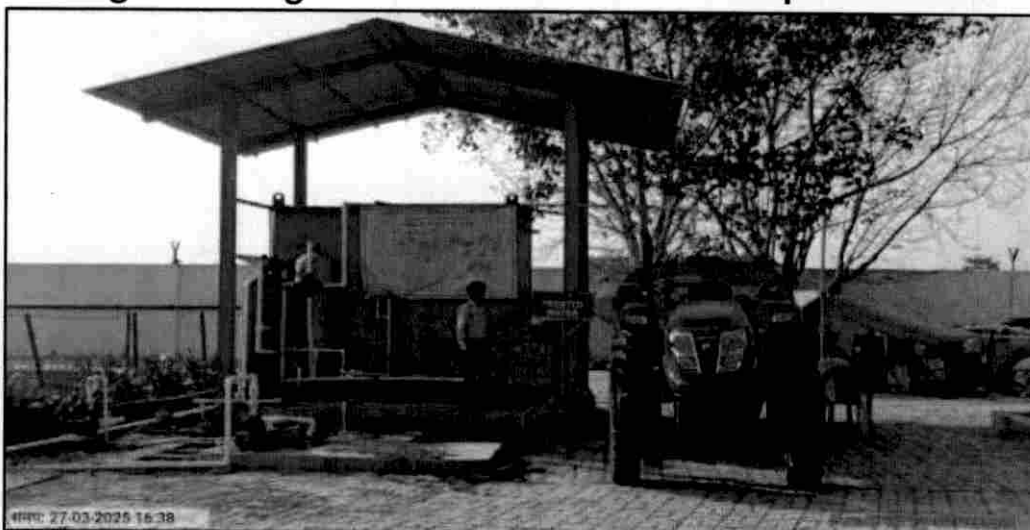
Chemical Mixing



Settling and Sludge Tank



Pump and Blower



Carbon Filter and Clear Water Tank

Sanitary Landfill

Term and Conditions of authorisation.

- I shall comply with the provisions of the Fertilizer (Control) Order, 1985 and the notifications issued thereunder for the time being in force.
- I shall from time to time report to the Notified Authority and inform about change in the premises of sale depot and godowns attached to sale depot.
- I shall also submit in time all the returns as may be prescribed by the State Government.
- I shall not sell fertilizers for industrial use
- I shall file a separate Memorandum of Intimation for, where the storage point is located outside the area jurisdiction of the Notified Authority where the sale depot is located.
- I shall file a separate MOI for each place when the business of selling fertilizers is intended to be carried on at more than one place.
- I shall file separate MOI if I carry on the business of fertilizers both as retail and wholesale dealer.
- I confirm that my previous certificate of Registration or Authorisation is not under Suspension or Cancellation or debarred from selling of fertilizers.

Declaration

- (a) I/We declare that the information given above is true to the best of my/our knowledge and belief and no part thereof is false or no material information has been concealed.
- (b) Declared that the fertilisers mentioned above will be supplied conforming to the standards laid down under the Fertiliser (Control) Order, 1985 and, as the case may be, grades/ formulations (of mixtures of fertilisers) notified by the Central/State Government and packed and marked in container as provided under clause 21 of the Fertiliser (Control) Order, 1985

Date : 09/06/2025

Place : Krishi Bhawan Lucknow

Signature of Applicant

BHUMI GREEN ENERGY

4 MM CITY COMPOST

SR NO.	DATE	TRIP	SLIP NO.	VEHICLE NO.	GROSS WEIGHT	TYRE WT.	NET WT.	PARTY NAME	AREA NAME
1	01/10/2025	1	1838	UP.32.WN.5572	40.380	12.740	27.640	HIMANSHU YADAV	BANTHARA
2	02/10/2025	1	1898	UP.32.WN.5573	33.160	12.660	20.500	PK NAVRATNA AGRITECH PVT LTD	BAKSI KA TALAB
3	02/10/2025	1	1900	UP.32.ZN.0297	43.480	14.100	29.380	MANISH	KHURUMPUR
4	03/10/2025	1	1957	UP.32.ZN.0301	43.700	14.170	29.530	RINKU	BEHTA
5	03/10/2025	1	1958	UP.32.WN.5573	38.010	12.800	25.210	MANGAL SINGH	BACHHILAN KHEDA
6	03/10/2025	1	1967	UP.32.WN.5572	38.580	12.750	25.830	GAURAV	DUBAGGA
7	04/10/2025	1	2005	UP.32.WN.5573	39.040	12.780	26.260	BHOLA	MATARIA
8	05/10/2025	1	2082	UP.32.WN.5572	41.460	12.770	28.690	HIMANSHU YADAV	BANTHARA
9	05/10/2025	1	2079	UP.32.ZN.0299	45.800	14.050	31.750	GYA PRASAD	MALHIBAD
10	5/10/2025	1	2062	UP.32.WN.5573	38.400	12.480	25.920	MANISH	KHURUMPUR
11	06/10/2025	1	2143	UP.32.WN.5573	39.730	12.730	27.000	RINKU	BEHTA
12	06/10/2025	1	2144	UP.32.WN.5572	40.230	12.760	27.470	RAJKUMAR YADAV	BAKSHI TALAB
13	07/10/2025	1	2228	UP.32.WN.5573	38.470	12.630	25.840	HIMANSHU YADAV	BANTHARA
14	07/10/2025	1	2229	UP.32.WN.5572	39.830	12.760	27.070	MANGAL SINGH	BACHHILAN KHEDA
15	08/10/2025	1	2295	UP.32.WN.5573	39.130	12.660	26.470	BHOLA	MATARIA
16	08/10/2025	1	2296	UP.32.WN.5572	37.820	12.710	25.110	RINKU	BEHTA
17	08/10/2025	1	2315	UP.32.WN.5573	37.440	12.660	24.780	MD WAKIL	IBRAHIMPUR
18	09/10/2025	1	14022	UP.32.WN.5572	39.370	12.810	26.560	GYA PRASAD	MALHIBAD
19	09/10/2025	1	14023	UP.32.WN.5573	38.320	12.630	25.690	BHOLA	MATARIA
20	09/10/2025	1	14034	UP.32.WN.5573	38.710	12.640	26.070	GAURAV	DUBAGGA
21	09/10/2025	1	14035	UP.32.WN.5572	38.580	12.790	25.790	MANISH	KHURUMPUR
22	10/10/2025	0					0.000		
23	11/10/2025	1	14192	UP.32.ZN.0297	43.460	14.150	29.310	MD WAKIL	IBRAHIMPUR
24	11/10/2025	1	14193	UP.32.ZN.0301	42.320	14.200	28.120	RAJKUMAR YADAV	BAKSHI TALAB
25	11/10/2025	1	14194	UP.32.ZN.0299	40.650	14.160	26.490	BHOLA	MATARIA
26	11/10/2025	1	14195	UP.32.WN.5572	38.440	12.780	25.660	MUKESH KUMAR YADAV	PAHARPUR
27	12/10/2025	1	14269	UP.32.ZN.0301	40.020	14.120	25.900	MANISH	KHURUMPUR
28	12/10/2025	1	14270	UP.32.ZN.0299	41.080	14.130	26.950	MANGAL SINGH	BACHHILAN KHEDA
29	12/10/2025	1	14271	UP.32.ZN.0298	41.200	14.220	26.980	GAURAV	DUBAGGA
30	12/10/2025	1	14268	UP.32.ZN.0297	41.970	14.070	27.900	BHOLA	MATARIA
31	13/10/2025	1	14353	UP.32.ZN.0301	43.460	14.040	29.420	ASHISH KUMAR YADAV	AGRA EXPRESSWAY
32	14/10/2025	0					0.000		
33	15/10/2025	1	14493	UP.32.ZN.0297	43.920	14.010	29.910	MANGAL SINGH	BACHHILAN KHEDA

BHUMI GREEN ENERGY

4 MM CITY COMPOST

SR NO.	DATE	TRIP	SLIP NO.	VEHICLE NO.	GROSS WEIGHT	TYRE WT.	NET WT.	PARTY NAME	AREA NAME
34	15/10/2025	1	14479	UP.32.ZN.0301	42.890	14.080	28.810	BHOLA	MATARIA
35	16/10/2025	1	14539	UP.32.ZN.0301	43.710	13.970	29.740	GAURAV	DUBAGGA
36	16/10/2025	1	14540	UP.32.ZN.0297	43.120	14.000	29.120	RAMKISHOR	DUBAGGA
37	16/10/2025	1	14556	UP.32.ZN.0297	43.980	14.020	29.960	MANISH	KHURUMPUR
38	17/10/2025	1	14625	UP.32.ZN.0301	43.400	14.080	29.320	BHOLA	MATARIA
	17/10/2025	1	14624	UP.32.ZN.0297	44.670	14.010	30.660	GAURAV	DUBAGGA
40	18/10/2025	1	14698	UP.32.ZN.0297	35.490	14.030	21.460	PK NAVRATNA AGRITECH PVT LTD	BAKSI KA TALAB
41	19/10/2025	1	14774	UP.32.WN.5573	36.820	12.500	24.320	MANGAL SINGH	BACHILAN KHEDA
42	19/10/2025	1	14775	UP.32.WN.5572	37.370	12.530	24.840	BHOLA	MATARIA
43	19/10/2025	1	14777	UP.32.WN.5573	36.060	12.510	23.550	ASHISH KUMAR YADAV	AGRA EXPRESSWAY
44	19/10/2025	1	14780	UP.32.WN.5572	36.250	12.570	23.680	GAURAV	DUBAGGA
45	20/10/2025	0					0.000		
46	21/10/2025	0					0.000		
47	22/10/2025	1	14816	UP.32.WN.5573	36.970	12.600	24.370	MANGAL SINGH	BACHILAN KHEDA
48	23/10/2025	0					0.000		
49	24/10/2025	0					0.000		
50	25/10/2025	1	15033	UP.32.ZN.0297	42.880	14.010	28.870	RAJKUMAR YADAV	BAKSHI TALAB
51	25/10/2025	1	15007	UP.32.WN.5573	36.500	12.610	23.890	BHOLA	MATARIA
52	25/10/2025	1	15028	UP.32.ZN.0301	43.640	13.960	29.680	GAURAV	DUBAGGA
53	25/10/2025	1	15035	UP.32.WN.5572	39.140	12.890	26.250	MANISH	KHURUMPUR
54	26/10/2025	1	15110	UP.32.ZN.0297	41.960	14.050	27.910	SANDEEP SHARMA	FATEHGANJ
55	26/10/2025	1	15099	UP.32.WN.5573	37.150	12.590	24.560	GAURAV	DUBAGGA
56	26/10/2025	1	15075	UP.32.ZN.0297	40.630	13.960	26.670	BHOLA	MATARIA
57	26/10/2025	1	15078	UP.32.ZN.0299	40.720	13.960	26.760	MUKESH KUMAR YADAV	PAHARPUR
58	26/10/2025	1	15079	UP.32.WN.5572	38.700	12.770	25.930	MANGAL SINGH	BACHILAN KHEDA
59	26/10/2025	1	15080	UP.32.WN.5573	38.650	12.590	26.060	SANDEEP SHARMA	FATEHGANJ
60	26/10/2025	1	15086	UP.32.NN.3673	21.180	10.250	10.930	BHOLA	MATARIA
61	26/10/2025	1	15105	UP.32.ZN.0298	41.850	14.100	27.750	SHOBHIT SRIVASTAVA	BAKSHI TALAB
62	27/10/2025	1	15162	UP.32.WN.5573	33.830	12.570	21.260	BHOLA	MATARIA
63	27/10/2025	1	15161	UP.32.WN.5572	33.790	12.660	21.130	GAURAV	DUBAGGA
64	27/10/2025	1	15182	UP.32.ZN.0298	43.340	13.980	29.360	MANISH	KHURUMPUR
65	27/10/2025	1	15178	UP.32.ZN.0297	42.860	13.990	28.870	MANGAL SINGH	BACHILAN KHEDA
66	28/10/2025	1	15220	UP.32.WN.5572	38.390	12.650	25.740	BHOLA	MATARIA

BHUMI GREEN ENERGY

4 MM CITY COMPOST

SR NO.	DATE	TRIP	SLIP NO.	VEHICLE NO.	GROSS WEIGHT	TYRE WT.	NET WT.	PARTY NAME	AREA NAME
67	28/10/2025	1	15221	UP.32.ZN.0299	40.940	13.920	27.020	MD WAKIL	IBRAHIMPUR
68	28/10/2025	1	15222	UP.32.ZN.0297	42.950	13.910	29.040	MANISH	KHURUMPUR
69	28/10/2025	1	15223	UP.32.ZN.0301	41.180	13.970	27.210	GAURAV	DUBAGGA
70	29/10/2025	1	15295	UP.32.WN.5572	35.770	12.830	22.940	RINKU	BEHTA
71	29/10/2025	1	15296	UP.32.WN.5573	37.720	12.640	25.080	BHOLA	MATARIA
72	29/10/2025	1	15302	UP.32.ZN.0297	40.240	14.160	26.080	GOLAR SINGH	MOHAN
73	29/10/2025	1	15315	UP.32.ZN.0299	42.050	14.020	28.030	MANGAL SINGH	BACHILAN KHEDA
74	30/10/2025	1	15389	UP.32.WN.5573	38.410	12.670	25.740	MANISH	KHURUMPUR
75	31/10/2025	1	15388	UP.32.ZN.0299	42.810	14.000	28.810	BHOLA	MATARIA
76	31/10/2025	1	15443	UP.32.ZN.0301	44.080	14.330	29.750	MD WAKIL	IBRAHIMPUR
77	31/10/2025	1	15446	UP.32.WN.5573	38.860	12.680	26.180	MANGAL SINGH	BACHILAN KHEDA
78	31/10/2025	1	15449	UP.32.WN.5573	40.990	12.680	28.310	BHOLA	MATARIA
79	31/10/2025	1	15447	UP.32.WN.5572	40.480	12.890	27.590	GAURAV	DUBAGGA
TOTAL		73					1938.43		





MEENU PAPER MILLS PRIVATE LIMITED

Receipt & Processing / Utilization Certificate

This is certified that we have received the 24.030 MT RDF (Refuse derived fuel) supplied from M/S Biota Saviour Private Limited situated at B 28 Radha Garden, Mawana Road, Meerut-250001 through BHUMI GREEN ENERGY This material has been lifted from Solid Waste Plant, Shiveri, Pankheda Lucknow-226101 at our waste to energy plant, through our supplier M/s S. J. COAL, 19B/3, NEW MANDI MUZAFFARNAGAR-251001, at our plant situated at 9.5 KM. bhopa Road, Muzaffarnagar-251001 (U.P.)

The received RDF (Refused derived fuel) has been / will be used in our boiler as per guidelines issued by of Pollution Control Board.

Detail of RDF received are as under:

S.No.	Date	Challan No.	Vehicle No.	Received Weight (M.T.)
1	30.09.2025	DCU10F2526/94769	UP17AT-5695	24.030
			TOTAL QTY. MT.	24.030

THANKING YOU,

For MEENU PAPER MILLS PVT-LTD

(Authorized Sign.)

Date:- 28.10.2025



Solid Waste Plant, Shiveri, Pankheda Lucknow-226101

REGD. OFFICE & WORKS : 9.5 KM. BHOPA ROAD, MUZAFFARNAGAR-251 001 (U.P.) INDIA

+91-7055300047

meenupaper@gmail.com

www.meenupaper.com



Acknowledgement of Material Receipt

Certificate: SDCW/23/25-26

Date: 13.10.2025

This is to certify that we have received the following quantities of **Sorted MSW/ Plastic Waste** sent by M/s. **Bhumi Green Energy**, collected from site of **Lucknow Municipal Corporation, Shivari, Lucknow, Uttar Pradesh** as declared by M/s. **Bhumi Green Energy** in our Cement Kiln during the period **1st November 2024 to 30th September 2025**.

The quantity mentioned is not issued to any other entity.

This certificate is not valid for any EPR benefit

This document is for submission to **Lucknow Municipal corporation, Uttar Pradesh** only.

Quantity (Tons): 26.187.80 MT

Receipt details for the period **1st November 2024 to 30th September 2025** for location **Lucknow – Uttar Pradesh** as declared by the client.



**Authorized Signatory
From Ultratech Cement Ltd.
(Unit: Sidhi Cement Works)**



**UltraTech Cement Limited
(Unit : Sidhi Cement Works)**

Jaypee Vihar, Village-Majhigawan, P.O. Bharatpur, Tehsil - Rampur Naikin, Distt. Sidhi (M.P.) - 486 776

Tel. : +91-7802-276701-276710 | W : www.ultratechcement.com

Registered Office : 'B' Wing, Ahura Centre, 2nd Floor, Mahakali Caves Road, Andheri (East), Mumbai - 400 093

Tel. : +91-22-66917800 | CIN : L26940MH2000PLC128420

2765



UTTAR PRADESH POLLUTION CONTROL BOARD

Building. No TC-12V Vibhuti Khand, Gomti Nagar, Lucknow-226010

Phone:0522-2720828,2720831, Fax:0522-2720764, Email: info@uppcb.com, Website: www.uppcb.com

Validity Period :10/05/2025 To 09/05/2030

Category : RED

Application Id : 31174694

Ref No. -

Dated:- 10/05/2025

237066/UPPCB/Lucknow(UPPCBRO)/CTE/LUCKNOW/2025

To ,

Shri SANJEEV PRADHAN
M/s LUCKNOW MUNICIPAL CORPORATION
Shivari village Lucknow Uttar Pradesh,LUCKNOW,
LUCKNOW

Sub : **Consent to Establish for New Unit/Expansion/Diversification under the provisions of Water (Prevention and control of pollution) Act, 1974 as amended and Air (Prevention and control of Pollution) Act, 1981 as amended.**

Please refer to your Application Form No.- 31174694 dated - 03/04/2025. After examining the application with respect to pollution angle, Consent to Establish (CTE) is granted subject to the compliance of following conditions :

1. Consent to Establish is being issued for following specific details :

A- Site along with geo-coordinates :

B- Main Raw Material :

Main Raw Material Details		
Name of Raw Material	Raw Material Unit Name	Raw Material Quantity
Municipal solid waste	Metric Tonnes/Day	2600

C- Product with capacity :

Product Detail	
Name of Product	Product Quantity
compost	6000

D- By-Product if any with capacity :

By Product Detail			
Name of By Product	Unit Name	Licence Product Capacity	Install Product Capacity
RDS	Metric Tonnes/Day	400	700

2. Water Requirement (in KLD) and its Source :

Source of Water Details		
Source Type	Name of Source	Quantity (KL/D)

3. Quantity of effluent (In KLD) :

Effluent Details	
Source Consumption	Quantity (KL/D)

4. Fuel used in the equipment/machinery Name and Quantity (per day) :

Fuel Consumption Details		
Fuel	Consumption(tpd/kld)	Use

5. For any change in above mentioned parameters, it will be mandatory to obtain Consent to Establish again. No further expansion or modification in the plant shall be carried out without prior approval of U.P. Pollution Control Board.

For any change in above mentioned parameters, it will be mandatory to obtain Consent to Establish again. No further expansion or modification in the plant shall be carried out without prior approval of U.P. Pollution Control Board.

2. You are directed to furnish the progress of Establishment of plant and machinery, green belt, Effluent Treatment Plant and Air pollution control devices, by 10th day of completion of subsequent quarter in the Board.
3. Copy of the work order/purchase order, regarding instruction and supply of proposed Effluent Treatment Plant/Sewerage Treatment Plant /Air Pollution control System shall be submitted by the industry till 09/05/2030 to the Board.
4. Industry will not start its operation, unless CTO is obtained under water (Prevention and control of Pollution) Act, 1974 and Air (Prevention and control of Pollution) Act, 1981 from the Board.
5. It is mandatory to submit Air and Water consent Application, complete in all respect, four months before start of operation, to the U.P. Pollution Control Board.
6. Legal action under water (Prevention and control of Pollution) Act, 1974 and Air (Prevention and Control of Pollution) Act, 1981 may be initiated against the industry With out any prior information, in case of non compliance of above conditions.

Specific Conditions:

1. This CTE is valid for M/s Lucknow Municipal Corporation for scientific treatment of Municipal Solid Waste from 1200 MT/day to 2600 MT/day in the existing site at Village-Shivari, Lucknow.
2. The Industry shall comply with various provisions of The Hazardous and Other Wastes (Management and Trans boundary movement) Rules, 2016.
3. The Project Proponent shall ensure to establish Miyawaki forest, as per the GO no. 1011/81-7-2021-09(writ)/2016 dated 13.10.2021 of Deptt. of Environment, forest and Climate Change.
4. The Industry shall ensure that no generation of Effluent being done. If effluent is generated then Unit has to install Effluent Treatment Plant (ETP) of adequate capacity for the treatment of industrial effluent generated in the production capacity. The industry should ensure the operation of the ETP in such a manner that it confirm the standards lay down under the notification issued by MOEF&CC vide GSR 978 (E) dated 10/10/2016.
5. Under the Noise Pollution (Regulation and Control) Rule 2000, the industry shall take adequate measures for control of noise from its own sources within the premises so as to maintain ambient air quality standards in respect of noise to less than 75 dB(A) during day time and 70 dB(A).
6. The Industry shall abide by directions given by Hon'ble Supreme Court, High Court, National Green Tribunals, Central Pollution Control Board and Uttar Pradesh Pollution Control Board for protection and safeguard of environment from time to time.
7. Prior to abstraction, project shall obtain a No Objection Certificate from Central Ground Water Authority before abstraction of ground water. The Unit shall install Piezometer for measurement of ground water level and the data generated from Piezometer will be provided to the SPCB and CPCB on monthly basis.
8. The industry shall provide adequate arrangement for fighting the accidental leakages/discharge of any air pollutant/gas/liquid from the vessel, machinery etc. which are likely to cause fire hazard including environmental pollution.
9. The industry shall adhere to general standards terms and conditions of Water/Air Acts and compliance of Environment standards as per Environment (protection) Act 1986.
10. In case of violation of above mentioned conditions or any public complaint the consent shall be withdrawn in accordance with law.
11. Noise and emission level from the DG sets installed of 350 KVA and 250 KVA capacities shall remain within the prescribed norms and the stacks and acoustic enclosure shall be properly maintained according to the prescribed norms.
12. The industry shall only use LPG/HSD only for the use of DG set as fuel no other fuel is allowed in industrial process.
13. The Industry will submit the License of the concerned Department as applicable within 01 Months.
14. The Industry shall submit first compliance report with respect to conditions imposed within 30 days of issue of this permission.
15. The proponent shall obtain Consents for Operation from UPPCB, as required Under Section 25/26 of the Water (P & C of P) Act 1974 and under Section 21/22 of the Air (P&C of P) Act 1981 before commencement of the activity including trial production.
16. All other wastes such as iron filings, waste oils, transformer oils, batteries & other E-Waste should be recycled using registered vendors.
17. The incoming organic waste at site shall be stored properly prior to further processing. To the extent possible, the waste storage area should be covered. If, such storage is done in an open area, it shall be provided with impermeable base with facility for collection of leachate and surface water run-off into lined drains leading to a leachate treatment and disposal facility. Necessary precaution shall be taken to minimize nuisance of odour, flies, rodents, bird menace and fire hazard.

18. The project shall comply with the provisions of Construction and Demolition Waste Management Rules, 2016.

19. Leachate discharge/usage should be done in such a way that the situation of water logging does not arise and the zero discharge shall be achieved by reusing it for spray on wind rows and other purposes.

20. The daily logbook record of the Liquid manure produced by the unit shall be maintained.

21. Plants use following types of scrubbers:

(a) Iron chelating based for H₂S removal.

i. All Waste streams coming from plant should be suitably treated & recycled/reused. In no case, Effluent enters water body.

(b) PSA for CO₂ removal

ii. Height of exhaust gas chimney to be raised to 3m above the roof at least.

(C) Water scrubber for CO₂ and H₂S removal.

iii. Effluent generated which is high in acids should be neutralized by using suitable method & then disposed off after meeting the notified effluent discharge norm.

22. Solid manure may be converted to PROM (Phosphate Rich Organic Manure) organic Potash fertilizer, Organic silica fertilizer Etc.

23. The industry shall submit a bank guarantee of Rs. 1,00,000/- in favor of the Board incorporating the condition no. 01 to 22 within 15 days for ensuring the compliance of conditions.

Please note that consent to Establish will be revoked, in case of, non compliance of any of the above mentioned conditions. Board reserves its right for amendment or cancellation of any of the conditions specified above. Industry is directed to submit its first compliance report regarding above mentioned specific and general conditions till 10/06/2025 in this office. Ensure to submit the regular compliance report otherwise this Consent to Establish will be revoked.

Rajendra Singh
Chief Environmental Officer,
Circle-5 UPPCB

Digitally signed by
Rajendra Singh
Date: 2025.05.30
10:20:02 +05'30'

Dated:- 10/05/2025

Copy To -

Regional Officer, UPPCB, Lucknow.

Rajendra Singh
Chief Environmental Officer,
Circle-5 UPPCB

Digitally signed by
Rajendra Singh
Date: 2025.05.30



मिशन LIFE - पर्यावरण के लिए जीवन शैली

(Lifestyle For Environment)

जनसहभागिता का सन्देश



- स्वच्छता - देशसेवा में अपने परिवेश की स्वच्छता हेतु अपना सक्रिय योगदान सुनिश्चित करें
- संकल्प लें - एकल उपयोग प्लास्टिक उत्पाद जैसे कप, तश्तरी, चम्मच, स्ट्रॉ, ईयरबड्स आदि का उपयोग न हो एवं पर्यावरण अनुकूल विकल्पों जैसे कागज/पत्तों से बने दोने या कटलरी को प्राथमिकता दी जाय ।
- एकल उपयोग प्लास्टिक उत्पाद के प्रयोग को रोकने एवं प्लास्टिक बैग के बजाय कपड़े के थैले का उपयोग करने मात्र से 375 मिलियन टन ठोस (प्लास्टिक) कचरे का उत्सर्जन बचाया जा सकता है
- चक्रीय अर्थव्यवस्था (सर्कुलर इकोनॉमी) का समुचित कार्यान्वयन वर्ष 2030 तक लगभग 14 लाख करोड़ रुपये की अतिरिक्त बचत उत्पन्न कर सकता है। वेस्ट /अपशिष्ट फेंकने के पूर्व सोचें, ये किसी का संसाधन तो नहीं ...?
- अनुपयोगी इलेक्ट्रिक / इलेक्ट्रॉनिक उत्पाद को कचरे में फेंकने से रुकें। इसके उपयुक्त निस्तारण हेतु इसे प्राधिकृत ई - वेस्ट रीसाइकलर को दें। प्राधिकृत ई-रीसाइकिलिंग इकाई में अनुपयोगी इलेक्ट्रिक / इलेक्ट्रॉनिक उत्पाद को देने मात्र से 0.75 मिलियन टन तक ई-कचरे का पुनर्चक्रण किया जा सकता है एवं ई-कचरे के विषम पर्यावरणीय दुष्प्रभाव से बचा जा सकता है
- बाहर जाते समय - सोचें कि क्या आपको वास्तव में परिवहन की आवश्यकता है - वह भी क्या व्यक्तिगत रूप से ? छोटी दूरी के लिए पैदल चलना पसंद करें, अथवा सम्भव हो तो कार पूल के रूप में संसाधन को साझा करें अथवा सार्वजनिक परिवहन पर विचार करें
- घरेलू स्तर पर कम से कम ठोस अपशिष्ट का उत्सर्जन करें और इनका प्रथाङ्कीकरण करें
- उपयोगी शेष खाद्य सामग्री आपके स्वयं प्रयास अथवा निकटस्थ सक्रिय स्वयं सेवी संस्थाओं की सहायता से समाज के वंचित वर्ग तक पहुंचाई जा सकती है। वहीं अनुपयोगी भोजन /खाद्य सामग्री को कंपोस्ट (वर्मी कम्पोस्ट) करने से 15 अरब टन भोजन को नष्ट होने से बचाया जा सकता है
- ध्यान रखें - उपयुक्त नल और शावर के उपयोग से पानी की खपत को 30 - 40% तक कम किया जा सकता है। एवं उपयोग में न होने पर नलों को बंद रखने मात्र से 9 ट्रिलियन लीटर पानी बचाया जा सकता है
- ट्रेफिक लाइट/रेलवे क्रॉसिंग पर कार/स्कूटर के इंजन बंद करने मात्र से 22.5 बिलियन kWh तक ऊर्जा की बचत हो सकती है
- परम्परागत बल्ब के स्थान पर CFL का उपयोग बिजली की खपत में प्रभावी कमी लाते हैं। उपयोग में न होने पर बिजली उपकरणों को बंद करें। स्टार रेटेड विद्युत उपकरणों के उपयोग को प्राथमिकता दें

हमारे द्वारा अपनी जीवन शैली की प्राथमिकताओं का उचित और पर्यावरण अनुकूल पुनर्निर्धारण समाज और पर्यावरण के प्रति हमारा दायित्व है।

Mission Life – Lifestyle for the Environment
(Lifestyle For Environment)

A message of public participation

- Cleanliness- Ensure your active contribution towards cleanliness of your surroundings in the service of the nation.
- Take a pledge – single-use plastic products like cups, saucers, spoons, straws, earbuds, etc should not be used and environment -friendly alternatives like plates or cutlery made of paper/leaf should be given priority.
- Simply stopping the use of single -use plastic products and using cloth bags instead of plastic bags can save 375 million tonnes of solid (plastic) waste emissions.
- Proper implementation of the circular economy could generate additional savings of approximately 14 lakh crores by 2030. Before throwing away waste, think about whether it is someone's resources...?
- Stop throwing away unused electrical/electronic products. Return them to an authorized e- waste recycler for proper disposal. Simply returning unused electrical/electronic products to an authorized e-recycling facility can recycle up to 0.75 million tons of e-waste and prevent the devastating environmental impacts of e-waste.
- When going out-consider whether you really need transportation, especially in person. For short distances, consider walking, or if possible, share resources by carpooling or taking public transportation.
- Minimize solid waste generation at household level and recycle it.
- Useful leftover food can be distributed to underprivileged sections of society through your own efforts or with the help of active voluntary organisation nearby. Meanwhile, composting (vermicomposting) unused food and food items can save 15 billion tons of food from being wasted.
- Keep in mind: Using appropriate taps and showers can reduce water consumption by 30-40% and simply closing taps when not in use can save 9 trillion Liters of water.
- Simply switching off car/scooter engines at traffic lights/ railway crossings can save up to 22.5 billion kwh of energy.
- Using CFLs instead of conventional bulbs effectively reduces electricity consumption. Switch off electrical appliances when not in use. Prefer using star-rated electrical appliances.

Our re-orientation of our lifestyle priorities to a just and eco-friendly one is a great way to protect society and the environment. It is our responsibility.



Uttar Pradesh Pollution Control Board

Building. No TC-12V Vibhuti Khand, Gomti Nagar, Lucknow-226010

Phone:0522-2720828,2720831, Fax:0522-2720764, Email: info@uppcb.in, Website: www.uppcb.com

Category : BLUE

Application Id : 32411027

242761/UPPCB/Lucknow(UPPCBRO)/CTO/both/LUCKNOW/2025

Date: 24/07/2025

To,

M/s

LUCKNOW MUNICIPAL CORPORATION

Villag Shivari, Lucknow Uttar Pradesh,LUCKNOW,

Consolidated Consent to Operate and Authorisation hereinafter referred to as the CCA (Consolidated Consent & authorization) (Fresh) under Section-25 of the Water (Prevention & Control of Pollution) Act, 1974 and under Section-21 of the Air (Prevention & Control of Pollution) Act, 1981 and Authorization under Rule-6(2) of the Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016 notified under Environment (Protection) Act, 1986 as applicable (to be referred hereinafter as Water Act, Air Act and HW Rules respectively).

CCA is hereby granted to LUCKNOW MUNICIPAL CORPORATION located at Villag Shivari, Lucknow Uttar Pradesh,LUCKNOW,. subject to the provisions of the Water Act, Air Act and Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016 and the orders that may be made further and subject to following terms and conditions :-

1. This CCA LUCKNOW MUNICIPAL CORPORATION granted for the period from 24/07/2025 to 31/12/2025 and valid for manufacturing of following products.

S No	Product	Quantity	Unit
1	Treatment and Disposal of Municipal Solid Waste	2600	Metric Tonnes/Day

2. Conditions under Water(Prevention and Control of Pollution) Act -1974 as amended :-

(i) The daily quantity of effluent discharge (KLD) :-

Kind of Effluent	Quantity(KLD)	Treatment facility	Discharge point
Domestic	0.5	Septic Tank	Horticulture

(ii) Trade Effluent Treatment and Disposal :-The applicant shall operate Effluent Treatment Plant consisting of primary/secondary and tertiary treatment as is required with reference to influent quantity and quality.

In case of stoppage of functioning of ETP, production has to be stopped immediately and this Board has to be intimated by fax/phone/email with a report in this regard to be dispatched immediately.

(iii) The treated effluent shall be recycled to the maximum extent and should be reused within the premises for gardening etc. Quality of the treated effluent shall meet to the following general and specific standards as prescribed under Environment (Protection) Rules, 1986 and applicable to the unit from time-to-time :-

Industrial Effluent Quality Standard

2772

S.No.	Parameter	Standard
1	pH	5.5-8.5
2	TSS	100 mg/l
3	BOD	30 mg/l
4	COD	250 mg/l
5	Oil and Grease	10 mg/l

(iv) Sewage Treatment and Disposal :- The applicant shall provide comprehensive STP as is required with reference to influent quantity and quality. In case of stoppage of functioning of STP, production has to be stopped immediately and this Board has to be intimated by fax/phone/email with a report in this regard to be dispatched immediately.

(v) The treated sewage shall be reused in gardening as far as possible. The STP shall be maintained continuously so as to achieve the quality of the treated sewage to the following standards.

S No.	Parameters	Standards
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3. Conditions under Air (Prevention and Control of Pollution) Act -1981 as amended :-

i) The applicant shall use following fuel and install a comprehensive control system consisting of control equipment as required with reference to generation of emissions and operate and maintain the same continuously so as to achieve the level of pollutants to the following standards.

Air Pollution Source Details

S No.	Air Pollution Source	Type of fuel	Stack no	Control Device	Height of Stack
1	250 KVA DG set	Diesel	1	Particulate Matter	As per norms
2	350 KVA DG set	Diesel	1	Particulate Matter	As per norms

Emission Quality Standards

S No.	Stack no	Parameters	Standards
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In case of stoppage of functioning of air pollution control equipment, production has to be stopped immediately and this Board has to be intimated by fax/phone/email with a report in this regard to be dispatched immediately

(ii) The unit will not use any type of restricted fuel.

iii) Noise from the D.G. Set and other source(s) should be controlled by providing an acoustic enclosure as is required for meeting the ambient noise standards for night and day time as prescribed for respective areas/zones (Industrial, Commercial, Residential, Silence) which are as follows :-

Day time : from 6.00 a.m. to 10.00 p.m., Night time: from 10.00 p.m. to 6.00 a.m.

Standards for Noise level in db(A) Leq	Industrial Area		Commercial Area		Residential Area		Silence Zone	
	Day Time	Night Time	Day Time	Night Time	Day Time	Night Time	Day Time	Night Time
	75	70	65	55	55	45	50	40

4. Conditions under Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016 :-

The Factory Manager of M/s LUCKNOW MUNICIPAL CORPORATION. is hereby granted an authorization to operate a facility for collection and storage of Hazardous wastes. The authorization is granted to operate a facility for generation, collection and storage of hazardous wastes within factory premises for following category of wastes:-

S.No.	Category of Hazardous Waste as per the Schedules I, II and III of these rules	Authorised mode of disposal or recycling or utilisation or co-processing, etc.	Quantity(ton/annum)
-------	---	--	---------------------

The authorization shall be in force and shall be valid upto 31/12/2025. The authorization is subject to the conditions stated below and such conditions as may be specified in the rules for the time being in force under Environment (Protection) Act, 1986.

Terms and conditions of Hazardous Waste authorization :-

- (i) The authorization shall comply with the provisions of the Environment (Protection) Act, 1986, and the rules made there under.
- (ii) The authorization and its renewal shall be produced for inspection at the request of an officer authorized by the SPCB.
- (iii) The person authorized shall not rent, lend, sell, transfer or otherwise transport the hazardous wastes without obtaining prior permission of the SPCB.
- (iv) Any unauthorized changes in personnel, equipment as working conditions as mentioned in the application by the person authorized shall constitute a breach of his authorization.
- (v) It is the duty of the authorized person to take prior permission of the SPCB to close down the facility.
- (vi) An application for the renewal of an authorization shall be made as laid down under these rules.
- (vii) The unit shall comply with any other conditions specified in the guidelines issued by the MoEF or CPCB/SPCB from time to time.
- (viii) The authorization is valid for temporary storage of Hazardous Waste within premises only.
- (ix) The authorized agency shall ensure that on-line data with regard to quantity and nature of hazardous chemicals being used in the plant as well as air emission and waste generated within premises is displayed on Display Board of size 6x4 feet outside the main factory gate within premises
- (x) It is duty of the authorized person to take prior permission of this Board to close and cleanup the facility for treatment, storage and disposal of hazardous waste.
- (xi) The applicant shall maintain record of hazardous waste in Form-3 and shall submit annual return Form-4 on or before the 30th day of June following to the financial year to which that return relates.
- (xii) In no case any hazardous waste shall be disposed off on land, in any drain, or into any water stream. All spillage must also be safely collected and stored.
- (xiii) Before the hazardous waste is stored or dumped in the facility, applicant must conduct a detailed physical and chemical analysis of hazardous waste sample and report to the Board.
- (xiv) Dried hazardous sludge from the process in the plant shall be stored in double lined HDPE pit constructed with R.C.C. or such material which does not react with the waste contained in it.
- (xv) The storage area should be fenced properly and Sign/Notice Board indicating 'Danger' and 'Hazardous' shall be displayed at appropriate position both in Hindi and English.
- (xvi) The industry shall store non-ferrous metal waste, used oil/spent oil waste in sealed drums placed on impervious floor under covered shed. Hazardous waste if required shall be sold only to Registered Recyclers/Re-processors.
- (xvii) In case of any transportation of hazardous waste, the details in Form-10 of the Hazardous and Other Wastes Rules, 2016 shall be submitted to the Board.

5. Essential documents to be submitted by the Industry/Unit as Applicable:-

- (i) Annual return in Form-4 and Waste Disposal Manifest in Form-10 under Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016 and Third Party Audit Report.
 - (ii) Environment Statement in Form-V of Environment (Protection) Rules, 1986.
 - (iii) Quarterly compliance report of the CCA, photograph of ETP/APCs/Waste Storage Area.
6. Competent Authority reserves the right to change/modify/add any time any condition of this CCA.
7. Unit has to comply with the following specific & general conditions. Non compliance of any provision of this CCA and provisions of the Water Act, Air Act and Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016 will results in legal action under the aforesaid Acts and Rules.
8. In compliance to the G.O 1011/81-7-2021-09 (Writ)/2016 dated.13.10.2021 issued by Department of Environment, Forest and Climate Change, Uttar Pradesh. You are directed to develop Miyawaki Forest as per the SOP available at URL:-<http://www.upecp.in/TrainingSession.aspx> for ensuring timely compliance of this direction, you are hereby directed to submit a bank guarantee with minimum validity of one year of the amount equivalent to the sum of initial consent fees (Air and Water) or Rs. 50,000/- (Rs. Fifty Thousand Only) whichever is more, within 30 days from the date of issuance of this certificate. In case of non-compliance of this direction, your consent will be revoked by the Board.
9. If the unit uses the ground water and requires the permission from SGWA/CGWA for water abstraction the industry will have to obtain No objection certificate for abstraction of ground water. It will be the responsibility of the industry to comply with the various conditions of the NOC obtained from the competent authority and submit to the Board, within 3 months time failing which CTO will be revoked.

General Conditions:-

1. The applicant shall get analysed the samples of effluent/emission/hazardous wastes at least once in a three month from the laboratory recognized by the MoEF and shall report to the UPPCB.
2. The applicant shall however, not without the prior consent of the Board bring into use any new or altered outlet for the discharge of effluent or gases emission or sewage waste from the unit.
3. Treated Industrial waste water and domestic waste water shall be disposed jointly at one disposal point. The applicant shall provide discharge measurement equipment at final disposal point.
4. The applicant shall strictly comply with conditions of this CCA and submit compliance report of stipulated conditions within 30 days of receipt of this CCA. If at any point of time, it is found that the industry is not complying with stipulated conditions or any further direction/instruction issued by the Board, legal action will be initiated against the applicant.
5. The applicant shall maintain good house keeping. All valves/pipes/sewer/drains etc. must be leak-proof
6. The industry shall provide uninterrupted entry to the STP/ETP inlet and outlet points, Air Pollution Control equipment and stack for smooth sampling/monitoring of efficiency of pollution control systems.
7. The industry shall provide Inspection Book at the time of inspection to the Board's officials.
8. Whenever due to any accident or other unforeseen act or event, such emission occurs or is apprehended to occur in excess of standards laid down, such information shall be reported to the Board's offices and all other concerned offices. In case of failure of pollution control equipment, the production process connected to it shall be stopped with immediate effect.
9. The industry shall operate in a manner so that all emissions be emitted through designated chimney/stack only.
10. In case of any damage to the agriculture productivity, human habitation etc. by the operation of industry, it shall be imperative to stop production in the industry with immediate effect and such information shall be reported to Board's offices. The industry shall be liable to pay compensation also in such cases as decided by the Competent Authority.
11. The applicant shall apply before the 60 days of expiry of CCA or any change in production types/ production capacity/manufacturing process/capacity enhancement etc. or any change in effluent discharge point or emission point

12. The Board reserves the right to revoke/add/modify any stipulated condition issued along with CCA, as may be necessary.

Specific Conditions:-

1. This consent is valid for the Treatment and Disposal of MSW- 2600 TPD by scientific method.
2. Collection, Segregation, Transportation, Treatment and Disposal of Municipal Solid Waste shall be done as per the provisions of Solid Waste Management Rules, 2016.
3. Organic Waste & inorganic Waste will be segregated from MSW & Polythene & other solid waste composting.
4. Proper Disposal of Solid Waste should be ensured such that it does not pollute the underground water or any other water source.
5. For disposal of Plastic Waste, provision of Plastic Waste Management Rules, 2016 shall be complied with.
6. The unit shall strictly comply with the Hazardous & other Waste (Management & Transboundary movement) Rules, 2016.
7. The unit shall ensure to install complete Effluent Treatment Plant (Leachate Treatment) within time bound.
8. The unit shall maintain and operate the ETP and the treated effluent shall be sprinkled in the compost yard. No effluent shall be discharged outside from the premises.
9. The unit shall ensure to dispose all Legacy waste within 06 months.
10. Leachate discharge/usage should be done in such a way that the situation of water logging does not arise and the zero discharge shall be achieved by reusing it for spray on wind rows and other purposes.
11. Noise and emission level from the DG sets installed of 350 KVA and 250 KVA capacities shall remain within the prescribed norms and the stacks and acoustic enclosure shall be properly maintained according to the prescribed norms.
12. Maintain logbook for electric meter reading to record daily electric usage by Effluent Treatment Plant and send logbook details to the Board on monthly basis.
13. The industry shall obtain CGWA permission, as per applicable rules, prior to withdrawal of ground water within 03 months and submit its copy to the Board.
14. The Orders issued by Hon'ble Courts/Hon'ble NGT, MoEF & CC, Central Pollution Control Board, U.P. Pollution Control Board, shall be complied with.
15. All other wastes such as iron filings, waste oils, transformer oils, batteries & other E-Waste should be recycled using registered vendors.

16. The incoming organic waste at site shall be stored properly prior to further processing. To the extent possible, the waste storage area should be covered. If, such storage is done in an open area, it shall be provided with impermeable base with facility for collection of leachate and surface water run-off into lined drains leading to a leachate treatment and disposal facility. Necessary precaution shall be taken to minimize nuisance of odour, flies, rodents, bird menace and fire hazard.

17. Leachate discharge/usage should be done in such a way that the situation of water logging does not arise and the zero discharge shall be achieved by reusing it for spray on wind rows and other purposes.

18. The daily logbook record of the Liquid manure produced by the unit shall be maintained.

19. Plants use following types of scrubbers:

(a) Iron chelating based for H₂S removal.

i. All Waste streams coming from plant should be suitably treated & recycled/reused. In no case, Effluent enters water body.

(b) PSA for CO₂ removal

ii. Height of exhaust gas chimney to be raised to 3m above the roof at least.

(C) Water scrubber for CO₂ and H₂S removal.

iii. Effluent generated which is high in acids should be neutralized by using suitable method & then disposed off after meeting the notified effluent discharge norm.

20. Solid manure may be converted to PROM (Phosphate Rich Organic Manure) organic Potash fertilizer, Organic silica fertilizer Etc.

21. The industry shall submit the latest copy of Audited Balance Sheet/C.A. Certificate (Fixed Assets+ Current Assets - Current Liabilities) so that the Consent fee payable by the industry may be verified.

22. The unit shall ensure to establish Miyawaki forest, as per the GO no. 1011/81-7-2021-09(writ)/2016 dated 13.10.2021 of Deptt. of Environment, forest and Climate Change.

23. If closure order is issued by CPCB or UPPCB against any defaulting unit, then CTO issued earlier will remain suspended during the closure period and after ensuring the compliance and after revocation of closure order, the CTO will automatically be effective from the date of issuance of closure order revocation, with additional conditions mentioned in the closure revocation order.

ATULESH YADAV Digitally signed by ATULESH YADAV
Date: 2025.08.01 19:50:52 +05'30'
**Chief Environmental Officer,
Circle-5, UPPCB.**

Copy to:

Regional Officer, UPPCB, Lucknow.

ATULESH YADAV Digitally signed by ATULESH YADAV
Date: 2025.08.01 19:51:01 +05'30'
**Chief Environmental Officer,
Circle-5, UPPCB.**



मिशन LiFE - पर्यावरण के लिए जीवन शैली
(Lifestyle For Environment)
जनसहभागिता का सन्देश



- स्वच्छता – देशसेवा में अपने परिवेश की स्वच्छता हेतु अपना सक्रिय योगदान सुनिश्चित करें
- संकल्प लें -एकल उपयोग प्लास्टिक उत्पाद जैसे कप, तश्तरी, चम्मच, स्ट्रॉ, ईयरबड्स आदि का उपयोग न हो एवं पर्यावरण अनुकूल विकल्पों जैसे कागज/पत्तों से बने दोने या कटलरी को प्राथमिकता दी जाय ।
- एकल उपयोग प्लास्टिक उत्पाद के प्रयोग को रोकने एवं प्लास्टिक बैग के बजाय कपड़े के थैले का उपयोग करने मात्र से 375 मिलियन टन ठोस (प्लास्टिक) कचरे का उत्सर्जन बचाया जा सकता है
- चक्रीय अर्थव्यवस्था (सर्कुलर इकोनॉमी) का समुचित कार्यान्वयन वर्ष 2030 तक लगभग 14 लाख करोड़ रुपये की अतिरिक्त बचत उत्पन्न कर सकता है। वेस्ट /अपशिष्ट फेंकने के पूर्व सोचें, ये किसी का संसाधन तो नहीं ...?
- अनुपयोगी इलेक्ट्रिक / इलेक्ट्रॉनिक उत्पाद को कचरे में फेंकने से रकें। इसके उपयुक्त निस्तारण हेतु इसे प्राधिकृत ई – वेस्ट रीसाइकलर को दें। प्राधिकृत ई-रीसाइकलिंग डकाई में अनुपयोगी इलेक्ट्रिक / इलेक्ट्रॉनिक उत्पाद को देने मात्र से 0.75 मिलियन टन तक ई-कचरे का पुनर्चक्रण किया जा सकता है एवं ई-कचरे के विषम पर्यावरणीय दुष्प्रभाव से बचा जा सकता है
- बाहर जाते समय - सोचें कि क्या आपको वास्तव में परिवहन की आवश्यकता है - वह भी क्या व्यक्तिगत रूप से ? छोटी दूरी के लिए पैदल चलना पसंद करें, अथवा सम्भव हो तो कार पूल के रूप में संसाधन को साझा करें अथवा सार्वजनिक परिवहन पर विचार करें
- घरेलू स्तर पर कम से कम ठोस अपशिष्ट का उत्सर्जन करें और इनका प्रथाकीकरण करें
- उपयोगी शेष खाद्य सामग्री आपके स्वयं प्रयास अथवा निकटस्थ सक्रिय स्वयं सेवी संस्थाओं की सहायता से समाज के वंचित वर्ग तक पहुंचाई जा सकती है। वहीं अनुपयोगी भोजन /खाद्य सामग्री को कंपोस्ट (वर्मी कम्पोस्ट) करने से 15 अरब टन भोजन को नष्ट होने से बचाया जा सकता है
- ध्यान रखें - उपयुक्त तल और शावर के उपयोग से पानी की खपत को 30 - 40% तक कम किया जा सकता है। एवं उपयोग में न होने पर नलों को बंद रखने मात्र से 9 ट्रिलियन लीटर पानी बचाया जा सकता है
- ट्रैफिक लाइट/रेलवे क्रॉसिंग पर कार/स्कूटर के इंजन बंद करने मात्र से 22.5 बिलियन kWh तक ऊर्जा की बचत हो सकती है
- परम्परागत बल्ब के स्थान पर CFL का उपयोग बिजली की खपत में प्रभावी कमी लाते हैं। उपयोग में न होने पर बिजली उपकरणों को बंद करें। स्टार रेटेड विद्युत उपकरणों के उपयोग को प्राथमिकता दें

हमारे द्वारा अपनी जीवन शैली की प्राथमिकताओं का उचित और पर्यावरण अनुकूल पुनर्निर्धारण समाज और पर्यावरण के प्रति हमारा दायित्व है।

Mission Life – Lifestyle for the Environment
(Lifestyle For Environment)

A message of public participation

- Cleanliness- Ensure your active contribution towards cleanliness of your surroundings in the service of the nation.
 - Take a pledge – single-use plastic products like cups, saucers, spoons, straws, earbuds, etc should not be used and environment -friendly alternatives like plates or cutlery made of paper/leaf should be given priority.
 - Simply stopping the use of single -use plastic products and using cloth bags instead of plastic bags can save 375 million tonnes of solid (plastic) waste emissions.
 - Proper implementation of the circular economy could generate additional savings of approximately 14 lakh crores by 2030. Before throwing away waste, think about whether it is someone's resources...?
 - Stop throwing away unused electrical/electronic products. Return them to an authorized e- waste recycler for proper disposal. Simply returning unused electrical/electronic products to an authorized e-recycling facility can recycle up to 0.75 million tons of e-waste and prevent the devastating environmental impacts of e-waste.
 - When going out-consider whether you really need transportation, especially in person. For short distances, consider walking, or if possible, share resources by carpooling or taking public transportation.
 - Minimize solid waste generation at household level and recycle it.
 - Useful leftover food can be distributed to underprivileged sections of society through your own efforts or with the help of active voluntary organisation nearby. Meanwhile, composting (vermicomposting) unused food and food items can save 15 billion tons of food from being wasted.
 - Keep in mind: Using appropriate taps and showers can reduce water consumption by 30-40% and simply closing taps when not in use can save 9 trillion Liters of water.
 - Simply switching off car/scooter engines at traffic lights/ railway crossings can save up to 22.5 billion kwh of energy.
 - Using CFLs instead of conventional bulbs effectively reduces electricity consumption. Switch off electrical appliances when not in use. Prefer using star-rated electrical appliances.
- Our re-orientation of our lifestyle priorities to a just and eco-friendly one is a great way to protect society and the environment. It is our responsibility.

Annexure 2 - 300 TPD Bio-CNG Plant and 150 TPD Bio-CBG Plant Status Report

This project, with a capacity of 300 tons per day (TPD), is expected to divert approximately 0.94 lakh tons of organic waste from landfills annually. The plant will produce about 12.5 TPD of Bio-CNG and 50 tons of fermented organic manure daily, leading to an annual reduction of over 0.625 lakh tons of carbon dioxide and other greenhouse gases. This initiative is a significant step toward the nation's decarbonization goals and is projected to create more than 250 direct and indirect jobs.

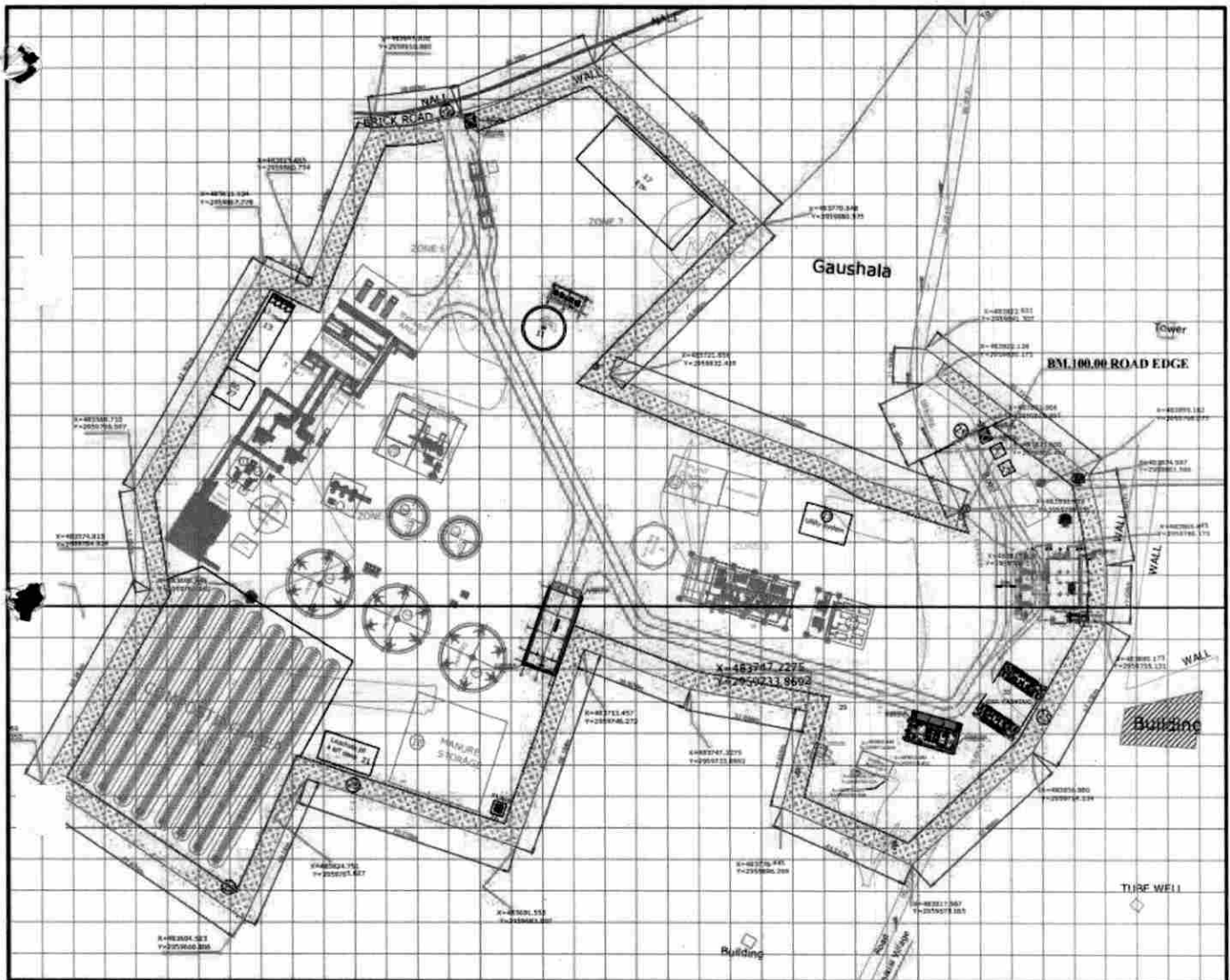
M/S EverEnviro Resource Management Pvt. Ltd. is developing the 300 TPD Bio-CNG plant at Nadarganj, Amausi, for processing segregated wet waste. While civil works are complete, machinery installation is currently underway. The company has revised the project's commercial operations start date to March 2026, citing financial constraints for the delay.

In a related development, a partnership with M/S Jay Bharat Maruti Enviro Bioenergy Lucknow Pvt. Ltd. has been formed to build a separate 150 TPD Bio-CBG plant. This facility will produce 10 TPD of gas using a feedstock of cow dung, pottery waste, napier grass, and wet mandi waste. The project's initial site at a shooting range in Sarojini Nagar had to be relocated due to local conflicts. The Lucknow Municipal Corporation (LMC) has since provided a new land allocation, and a new lease agreement and land handover have been finalized, allowing the project to move forward.

S.No.	Project Development Operation	Status
1	Topographical Survey of the Site	Completed
2	Consent to Establish	CTE Received
3	Boundary Wall Construction	Completed
4	Internal Roads and Administration/ Utility Buildings	Design finalized, vendor onboarding under progress
5	Geotechnical Investigation	Completed
1	Basic Design Engineering	Completed
2	Detailed Design Engineering	Completed
3	Anaerobic Digesters	Excavation work started
4	Plant Main Gate	Completed
5	Admin Building Work	Completed
6	Workshop Building	Completed
7	Canteen Building	Completed
8	Gas Upgradation System	Design Engineering done
9	Sampling and Testing of Organic Waste from Lucknow City	Ongoing
10	TEPC Vendor	Deployed
11	PEB Building	Structural design finalised & work in progress.

300TPD Bio-CNG Project Update

Bio CNG Plant Layout



2781

945

Current Progress Photographs





To,
Shri Inderjeet Singh, IAS
Municipal Commissioner
Lucknow Nagar Nigam (LNN),
Trilok Nath Road,
Lucknow - 226001, Uttar Pradesh

Subject: 300 TPD Bio-CNG (CBG) Project based on Organic Fraction of Solid Waste (Wet Waste): Current Status, Completion Timelines and Support Requested

Dear Sir,

As you are aware, EverEnviro Resource Management Private Limited, a leading Resource Management Company working in facets of organic waste/residue to CBG, construction & demolition waste and waste to electricity, is setting up large number of CBG Plants using Organic Fraction of Solid Waste (OFSW), Paddy Straw and Press Mud on Pan India basis.

We would like to mention EverEnviro's firm commitment towards creating a positive climate impact through its CBG Business as these projects aim towards reducing greenhouse gas emissions and environmental impact by effective carbon abatement, which is at the core of EverEnviro vision & mission. Moreover, CBG projects produce environmentally and economically sustainable products which go back into the value chain, hence developing circular economy that tackles climate change and other national as well as global challenges like biodiversity loss, waste, pollution, resource loss and scarcity of jobs.

Till date, we have successfully commissioned and are operating 5 nos. CBG Plants as per details given below:

- Indore : Processing of ~2 lac tons of organic waste annually (avg. of 14.9 TPD against design capacity of 15.3 TPD in November 2024 - 97% PLF)
- Sangrur & Patiala : Collectively, preventing stubble burning and creating value from ~1 lac tons of Paddy Straw annually
- Saharipur & Kumbhari : Collectively, processing 1.75 lac tons of Press Mud annually

Being a CBG segment leader and having set-up CBG plants based on all three major feedstock, EverEnviro has been able to create a dynamic knowledge repository on selection of right technology, end to end feedstock management, operations & maintenance of plant & machines, production of CBG with more than 90% methane content & production of FOM/FOM meeting FCO standards and process rejects management etc. which is being implemented in all under construction CBG Plants in Uttar Pradesh, including Lucknow.

EverEnviro had set-up and is operating Asia's largest 550 TPD CBG Plant at Indore, inaugurated by Shri Narendra Modi Ji, Hon'ble Prime Minister on 19th February 2022.

EverEnviro Resource Management Private Limited
Corporate Office:
5A Building, 2nd Floor, DLF Cyber City Phase 3, Sector 24, Gurgaon, Haryana - 122002
CN: 03710064022971330211



Since the plant started operations in May 2022, the presence of sand & silt (~5TPD) and indigestible organic content (long fibres, coconut shells, etc. to the tune of 10-15% of input) in the incoming waste have led to various technology, design and process interventions as well as improvement initiatives being implemented at the plant by EverEnviro.

It took us a 2-year long learning phase at 550 TPD Indore CBG Plant where in EverEnviro has invested 130% of envisaged capital investment (30% after commissioning of the plant in May 2022) to reach a stage where we have finalized the best suited technology to replicate the same at Lucknow, UP.

Hence, it is hereby again stressed that EverEnviro is 100% committed towards completing the ongoing CBG project at Lucknow within the new timelines mentioned in the attached annexure. The same has also been communicated to Ministry of Housing & Urban Affairs, Govt. of India. Hence, an approval from your good office is sought in this regard on the attached timelines.

We look forward to continued support from Lucknow Nagar Nigam in developing the 300 TPD CBG Project as a sustainable solution for managing organic waste generated in Lucknow City.

With Warm Regards

Mahesh Girdhar
MD & CEO
Mail: Mahesh.girdhar@everenviro.com



Annexure-I

Project - Lucknow CBG

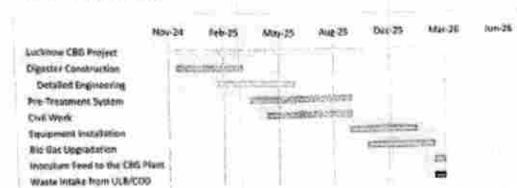


Figure 1 Project Development Schedule for Lucknow CBG Project

Current Project Status

- Phase I including ancillary buildings & utilities: 100% Complete
- Phase II including project components such as pre-processing set-up, digesters, gas upgradation system, etc. - Digester construction work initiated in Nov. 2024
- Project COD (start of waste intake from LNN) - March 2025

Support requested from ULB

- Improvement in the current segregation levels is required from LNN to enable the CBG Plant to operate at design capacity.
- Construction of motorable approach road upto plant gate (as per Clause 6.2 of the Concession Agreement signed with Lucknow Nagar Nigam dated 25.11.2022) - due to absence of a motorable approach road, laden large trucks (heavy machinery and civil construction material) cannot reach the site
- Relocation of village road passing through site
- Permanent power supply upto plant gate to support heavy construction activities in Phase-II (as per Clause 6.2 of the Concession Agreement signed with Lucknow Nagar Nigam dated 25.11.2022)
- Water supply and drainage & sewer line installation (as per Clause 6.2 of the Concession Agreement signed with Lucknow Nagar Nigam dated 25.11.2022)

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CN: 03710064022971330211

बायो सीएनजी प्लांट का जल्द शुरू होगा निर्माण

सरोजनीनगर में राज्यपाल करेंगी शिलान्यास, मंडलायुक्त ने किया मौके का दौरा

माई सिटी रिपोर्टर

लखनऊ। शहर में गोबर, सब्जी मीडियों से निकलने वाले कचरे की समस्या अगले साल खत्म हो जाएगी। इसके लिए बायो सीएनजी प्लांट लगाया जाएगा। कंपनी पर लगने वाले प्लांट के लिए नगर निगम ने सरोजनीनगर क्षेत्र में जी कंपनी को जमीन आवंटित कर दी है।

13 महीने में प्लांट तैयार हो जाएगा। इसका शिलान्यास-भूमि पूजन राज्यपाल करेंगी। बुधवार को मंडलायुक्त रोशन जैकब ने मौके का निरीक्षण किया। इस दौरान नगर आयुक्त इंद्रजीत सिंह थे। अपर नगर आयुक्त डॉ. अरविंद राव ने बताया कि प्लांट में कान्हा उपवन के गोवंशों के गोबर से सीएनजी बनाई जाएगी।

कान्हा उपवन में करीब दस हजार गोवंश हैं। नगर निगम अयोध्या रोड पर मनोरथा गोशाला बना रहा है। इससे प्लांट को गोबर की कमी नहीं होगी। प्लांट पर करीब 100 करोड़ रुपये का खर्च आएगा। निजी कंपनी जेबीएम इसका खर्च उठाएगी। जो गोबर नगर निगम देगा उसका पैसा भी कंपनी देगी।



सरोजनीनगर में बायो सीएनजी प्लांट को लेकर मंडलायुक्त ने बुधवार को निरीक्षण किया। मोत : विभाग

गोवंशों के इलाज की व्यवस्था और मजबूत करें : मंडलायुक्त

लखनऊ। नादरगंज स्थित कान्हा उपवन (गोशाला) का मंडलायुक्त रोशन जैकब ने बुधवार को निरीक्षण किया और इसे आत्मनिर्भर बनाने का निर्देश दिया। नगर निगम अधिकारियों से गोवंशों का नियमित स्वास्थ्य परीक्षण कराने व बीमार पशुओं की चिकित्सकीय व्यवस्था को और सुदृढ़ करने के लिए कहा।

मंडलायुक्त ने कहा कि गोशाला की देखरेख में लापरवाही बर्दाश्त नहीं होगी। उन्होंने चारे की गुणवत्ता की समीक्षा की और निर्देश दिया कि

कान्हा उपवन का किया निरीक्षण

पशुओं को पोषणयुक्त चारा समय से उपलब्ध कराया जाए। हर गो आश्रय स्थल पर लॉक बुक बनाएं, जिसमें भूसा आदि का रिकॉर्ड रखा जाए।

मंडलायुक्त ने सभी बाड़ों का निरीक्षण किया। चारा मानकानुसार मिला। उन्होंने गोशाला से दूध, गोबर की बिक्री की जानकारी ली। निरीक्षण के दौरान नगर आयुक्त इंद्रजीत सिंह, अपर नगर आयुक्त पंकज श्रीवास्तव आदि थे।

~~29784~~

Construction of Bio-CNG plant will commence soon

The Governor will lay the foundation stone for the Bio CNG plant in Sarojini Nagar, and the Divisional Commissioner visited the site.

My city reporter

Lucknow: The city's problem of cow dung and vegetable market waste will be resolved next year. A bio-CNG plant will be installed. The Municipal Corporation has allotted land to a private company in the Sarojini Nagar area for the plant, which will be set up through a public-private partnership (PPP).

The plant will be ready in 13 months. The Governor will perform the foundation stone laying ceremony and perform the Ground breaking ceremony. The Divisional Commissioner inspected the bio-CNG plant in Sarojini Nagar on Wednesday. Divisional Commissioner Roshan Jacob inspected the site, accompanied by Municipal Commissioner Indrajit Singh. Commissioner Dr. Arvind Rao stated that the plant will produce CNG from the dung of cattle from Kanha Upvan.

There are approximately ten thousand cattle in Kanha Upvan. The Municipal Corporation is building a Manortha cowshed on Ayodhya Road. This will ensure the plant has dung storage. The plan will cause approximately Rs. 100 crore. The private company JBM will cover the cost. The company will also pay for the dung it provides to the Municipal Corporation

Arrangements for treatment of cattle should be strengthened: Divisional Commissioner

Lucknow. Divisional Commissioner Roshan Jacob inspected the Kanha Upvan (cowshed) in Nadarganj on Wednesday and directed it to become self-sufficient. He also asked municipal officials to conduct regular health check ups of cattle and strength medical for sick animals. He reviewed the quality of the fodder and directed that nutritious fodder should be made available to animals on time. Lock books should be maintained at every cow shelter, in every shelter in which records of straw and other items should be kept.

The Divisional Commissioner inspected all the enclosures and it was found to be up to standard. He inquired about the sale of milk and dung from the cowshed. Municipal Commissioner Indrajit Singh,

Additional Municipal Commissioner Pankaj Srivastava, and others were present during the inspection.

Annexure 4 -RDF Dispatch Summary Table

LEGACY WASRE RDF DISPATCH SUMMARY SHEET AS OF 30.10.2025			
SR NO.	FACTORY NAME	TRIP	QUANTITY
1	ACC LIMITED (Kymore)	1114	38141.83
2	AMBUJA CEMENTS LIMITED	8	277.90
3	BINDALS PAPERS MILLS LTD	2	73.93
4	BIOTA SAVIOUR PRIVATE	1	25.37
5	Birla Corporation LTD (Satna)	143	5369.11
6	CHAMUNDA PAPERS PVT LTD	2	57.89
7	CRYSTAL BALAJI INDUSTRIES PRIVATE LIMITED	22	690.84
8	Dalmia Cement Bharat Limited	2	75.91
9	DEV PRIYA PAPERS PVT LTD	11	411.91
10	DEV PRIYA PRODUCTS PVT LTD	5	178.78
11	ECOGATEWAY PRISM	21	767.34
12	ECOPRISM JOHNSON LIMITED (Satna)	631	22576.13
13	GARG DUPLEX & PAPER MILLS PVT LTD	576	19625.46
14	HEIDELBERG CEMENT INDIA LIMITED	100	3284.59
15	INDIAN AGRO ORGANICS	1	36.49
16	JK CEMENT LIMITED	442	15604.20
17	KK DUPLEX AND PAPER MILLS PVT LTD	7	243.08
18	KRISHNANCHAL PULP AND PVT LTD	91	2846.01
19	M/S BINDLAS DUPLEX LIMITED	620	21584.12
20	MAA SHEETLA VENTURES LIMITED	79	2598.84
21	MAHALAXMI CRAFTS PVT LTD	66	1960.59
22	MEENU PAPER MILLS PVT LTD	101	3382.02
23	MS SHAKTI KRAFT AND TISSUES	19	609.40
24	ORIENT BOARD & PAPERS MILLS PVT LTD	8	211.47
25	Papar Mill	25	874.83
26	PASWARA PAPERS LTD	2	56.94
27	Pepar Mill (Bilashpur)	130	4288.23
28	PRISM JOHNSON LIMITED (Satna)	650	23950.29
29	RAMASYAMA PAPERS PVT LTD	42	1324.53
30	SHAKUMBHRI PULP & PAPER MILLS LTD	52	1652.85
31	SHREE BHAGESHWARI PAPERS PVT LTD	53	1535.16
32	SIDDHESWARI INDUSTRIES PVT LTD	1	24.24
33	SIDDHESWARI PAPER UDYOG	299	10357.18
34	SIDHARTH PAPERS PVT LTD	232	8282.36
35	SIDHI CEMENT WORKS	50	1762.25
36	SILVERTON INDUSTRIES LTD	879	31317.39
37	SUCHI PAPER MILLS LTD	8	297.28
38	SUYASH KRAFT & PAPERS PVT LTD	114	4235.44
39	TEHRI PULP AND PAPER LTD	172	6150.09
40	ULTRATECH CEMENT LIMITED (Dalla)	1128	39353.71
41	DEVRESHI PAPERS PVT LTD	15	499.70
42	NEW BONAZA INDIA LTD	7	207.89
43	ALPANA PAPERS PVT LTD	2	71.72
44	SILVERTOAN PAPERS LIMITED	10	342.45
45	MARUTI PAPERS PVT LTD	4	154.23
46	VISHWANATH PAPER & BORDS PVT LTD	4	137.81
47	SHREE SIDHBALI PAPER MILL PRIVATE LTD	19	683.04
	GRAND TOTAL	7970	278192.77

FRESH WASTE RDF DISPATCH SUMMARY SHEET AS OF 30.10.2025			
S.No.	PLANT NAME	TRIP	QTY
1	ACC LIMITED (KYMOOR)	317	11156.81
2	ACC CEMENT JAMUL (CHHATTISGARH)	6.00	176.95
3	ACC LIMITED (CHANDRAPUR)	34	1069.32
4	AMBUJA CEMENT LTD (MARWA MUNDWA)	265	10385.58
5	BINDLAS DUPLUX LTD (MUZAFFARNAGAR)	2	55.94
6	KAILASHIDEVI PLUPS AND PAPER PRODUCTS	1	35.38
7	SUCHI PAPER MILLS	1	42.26
8	BIRLA CORPORATION LTD (SATNA)	133	5148.54
9	DEV PRIYA PRODUCTS (MEERUT)	2	55.49
10	JK CEMENT (PANNA)	337	11981.79
11	MAA SHEETLA VENTURES (KICCHA)	387	12762.99
12	MEENU PAPER MILLS (MUZAFFARNAGAR)	433	15433.44
13	PASWARA PAPER LTD (MEERUT)	13	337.70
14	PRISM JOHSON LTD (SATNA)	549	20838.06
15	RAMA SHYAMA PAPER MILL (BAREILLY)	363	11081.03
16	SHIDHESHWARI PAPER UDYOG (KASHIPUR)	1	37.39
17	SHREE BHAGESHWARI PAPER (MUZAFFARNAGAR)	1	25.29
18	SIDHI CEMENT WORKS (SIDHI)	737	26449.78
19	ULTRATECH CEMENT LTD (RAJASTHAN)	170	6905.32
20	UTRATECH CEMENT LTD (DALLA)	64	2067.44
21	UTRATECH CEMENT LTD (CHATTISHGARH)	4	129.37
22	NIMEBRIA WORKS	1	41.87
23	M/S TIRUPATIBAALAJI FIBERRS PVT LTD	1	25.96
24	REWA MSW ENERGY SOLUTIONS PVT LTD	13	485.66
25	HEIDELBERG CEMENT INDIA LIMITED	26	995.71
26	GENUS PAPER & BOARDS LTD.	10	357.53
27	SUYASH KRAFT AND PAPERS PVT LTD	1	34.00
	GRAND TOTAL	3872	138116.6

Annexure 5: Material Recovery Facilities

The Lucknow Municipal Corporation (LMC) currently operates eight Material Recovery Facilities (MRFs), with one additional large-scale facility under construction. All existing MRFs are fully equipped with operational machinery and are managed by the door-to-door waste collection companies: Lucknow Swacchata Abhiyan Pvt. Ltd. (LSAPL) and Lion Enviro Lucknow Pvt. Ltd. (LELPL).

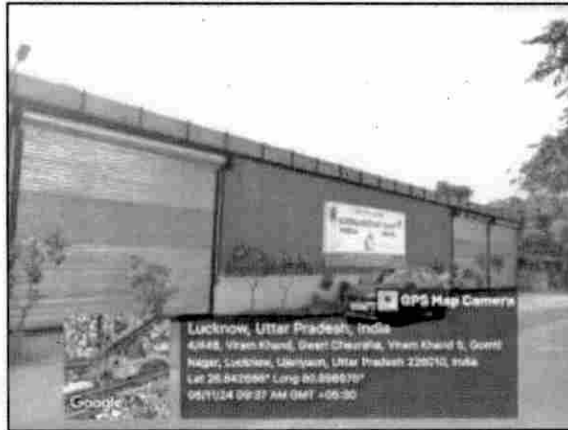
The LMC has successfully enhanced the capacity of all operational MRFs from 5 Tons Per Day (TPD) to 25 TPD. Based on current waste generation and this significantly improved processing capability, the LMC has determined that the existing MRF infrastructure is sufficient for the city's immediate needs. The Corporation will, however, continue to assess future requirements for additional facilities.

In addition to the MRF capacity enhancements, the LMC has successfully installed eight new Portable Compactor Transfer Stations (PCTS). Furthermore, 15 Refuse Compactors (RCs) are now actively deployed for efficient waste collection and transport across the city.

LSA MRF Tonnage Report MTD(Kgs) October-25						
Date	Zone-1	Zone-3	Zone-4	Zone-5	Zone-7	MTD (Kgs)
01-10-2025	244.5	498.7	728.3	0.0	0.0	1472
02-10-2025	287.5	481.5	757.2	0.0	0.0	1526
03-10-2025	298.2	417.8	904.0	0.0	0.0	1620
04-10-2025	255.4	402.9	0.0	0.0	0.0	658
05-10-2025	268.6	410.7	692.3	0.0	0.0	1372
06-10-2025	221.3	427.9	798.6	0.0	0.0	1448
07-10-2025	338.9	486.3	822.3	0.0	0.0	1648
08-10-2025	246.5	520.0	864.7	0.0	0.0	1631
09-10-2025	236.9	441.7	781.9	0.0	370.0	1831
10-10-2025	238.6	360.5	697.4	0.0	135.0	1432
11-10-2025	239.4	487.0	586.3	0.0	0.0	1313
12-10-2025	250.3	364.3	709.7	0.0	0.0	1324
13-10-2025	292.2	394.9	803.9	0.0	0.0	1491
14-10-2025	365.2	526.4	675.9	0.0	0.0	1568
15-10-2025	373.3	583.2	694.6	0.0	0.0	1651
16-10-2025	425.8	644.6	759.8	0.0	0.0	1830
17-10-2025	306.7	492.8	629.0	0.0	0.0	1429
18-10-2025	340.5	672.5	654.5	0.0	0.0	1668
19-10-2025	340.5	468.1	567.7	0.0	0.0	1376
20-10-2025	267.5	293.2	0.0	0.0	0.0	561
21-10-2025	128.7	234.0	252.9	0.0	0.0	616
22-10-2025	144.9	387.7	510.8	0.0	0.0	1043
23-10-2025	282.9	282.3	520.6	0.0	0.0	1086
24-10-2025	350.9	452.7	729.4	0.0	0.0	1533
25-10-2025	275.4	523.9	567.8	0.0	0.0	1367
26-10-2025	303.7	536.3	662.1	0.0	0.0	1502
27-10-2025	376.4	552.6	664.2	0.0	0.0	1593
28-10-2025	229.0	552.4	660.4	0.0	0.0	1442
29-10-2025	327.2	480.3	676.1	0.0	0.0	1484
30-10-2025	151.2	356.4	455.2	0.0	0.0	963
31-10-2025	232.5	606.6	752.0	0.0	315.0	1906
Achieve (MTD)	8641	14340	19580	0	820	43380
Current Daily Target	1280	1820	1650	1530	1590	7870
Target (MTD)	38400	54600	49500	45900	47700	236100
Shortfall Qty	29759	40260	29920	45900	46880	192720
Shortfall %	77%	74%	60%	100%	98%	82%
Revised Daily Target	31039	42080	31570	47430	48470	200590

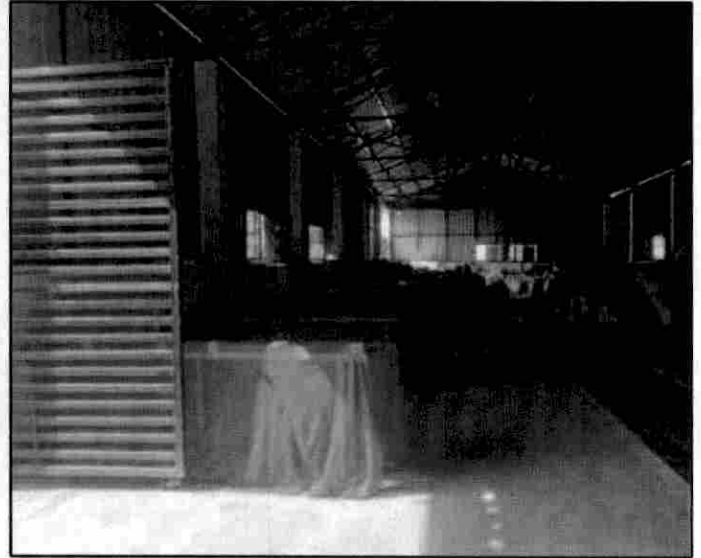
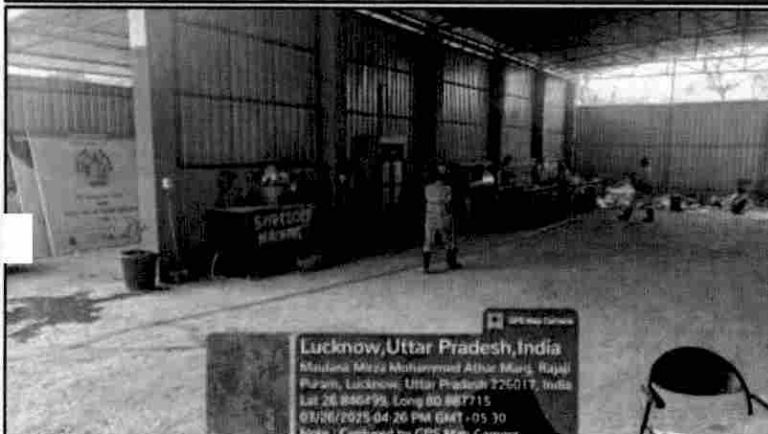
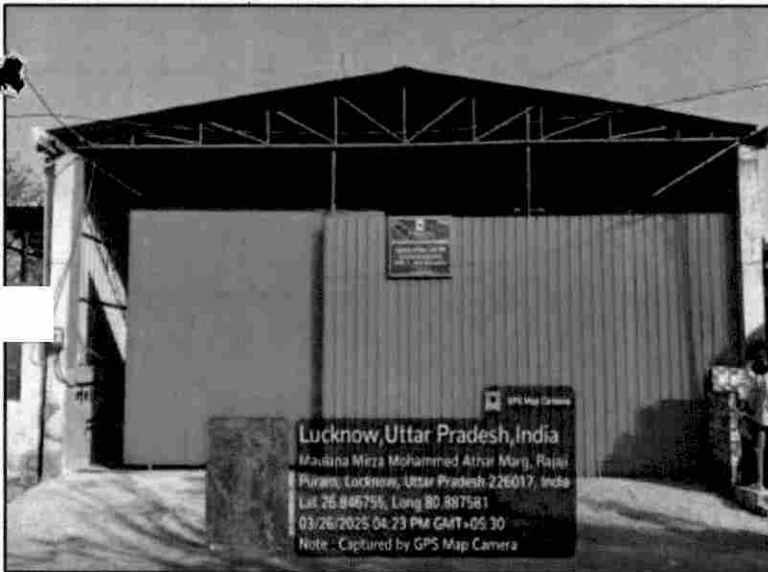
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Gwari, Zone-4

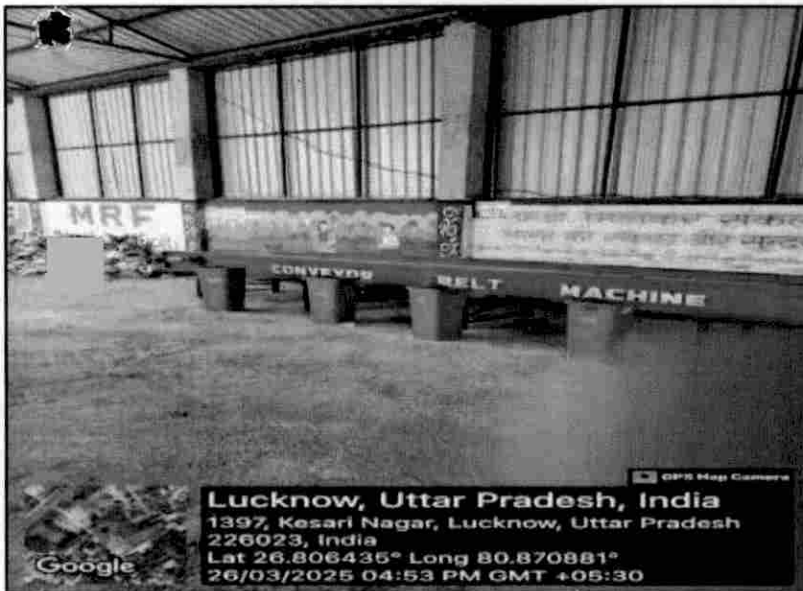
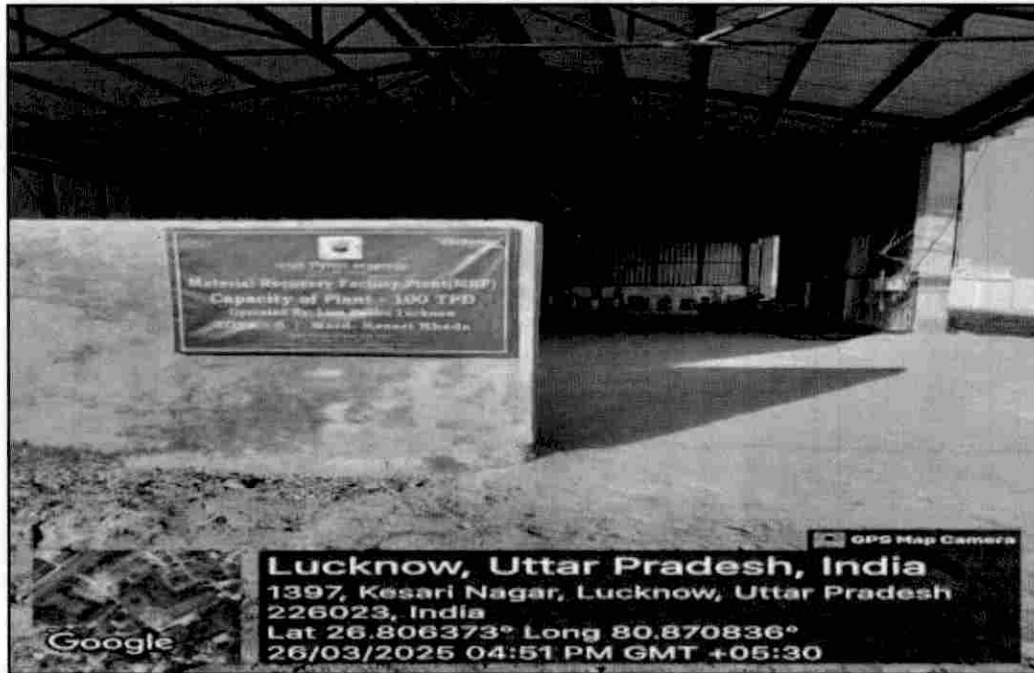
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Jankipuram, Zone-3Alitrang, Zone 2

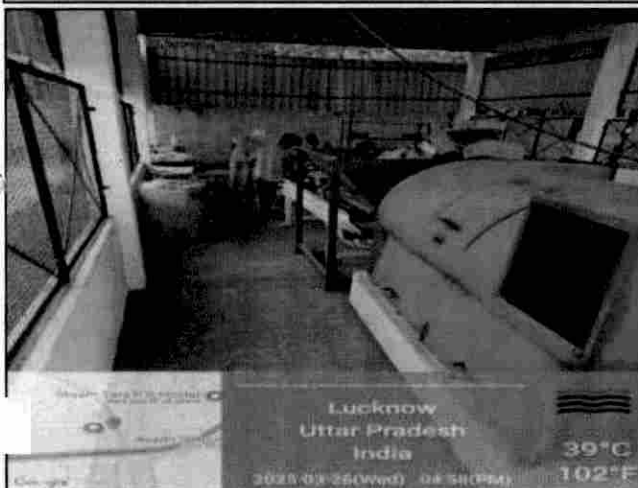
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Kesari Kheda, Zone 5

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VRINDAVAN SECTOR - 8C, Zone-8

Lucknow
Uttar Pradesh
India

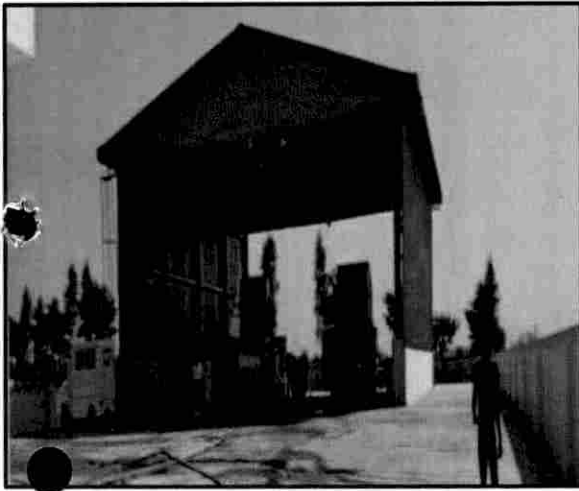
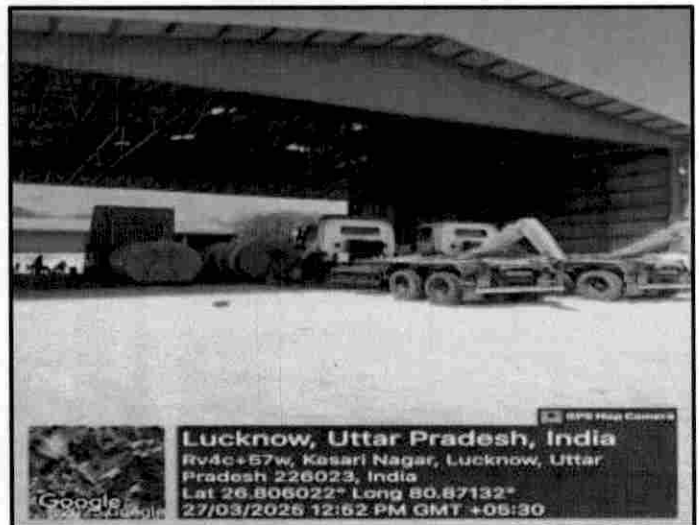
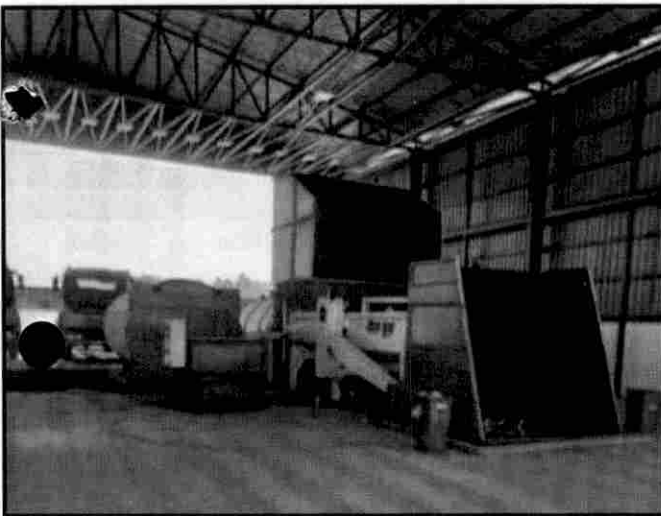
39°C
102°F

Lucknow
Uttar Pradesh
India

39°C
102°F

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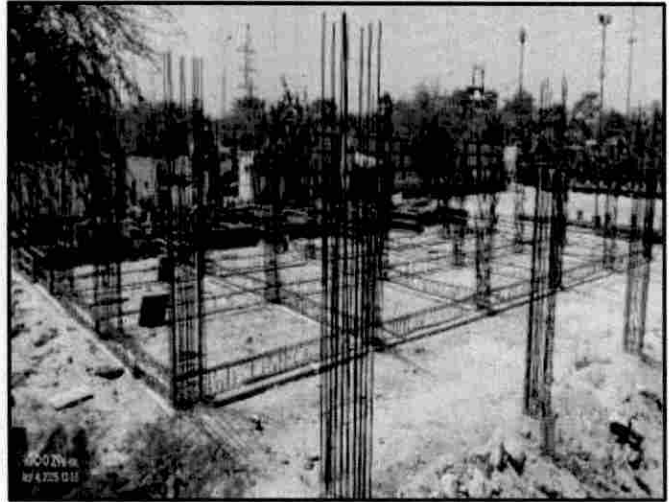
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Ghaila Fixed Compactor Transfer Station (FCTS)**Ganga Khera Fixed Compactor Transfer Station (FCTS)**

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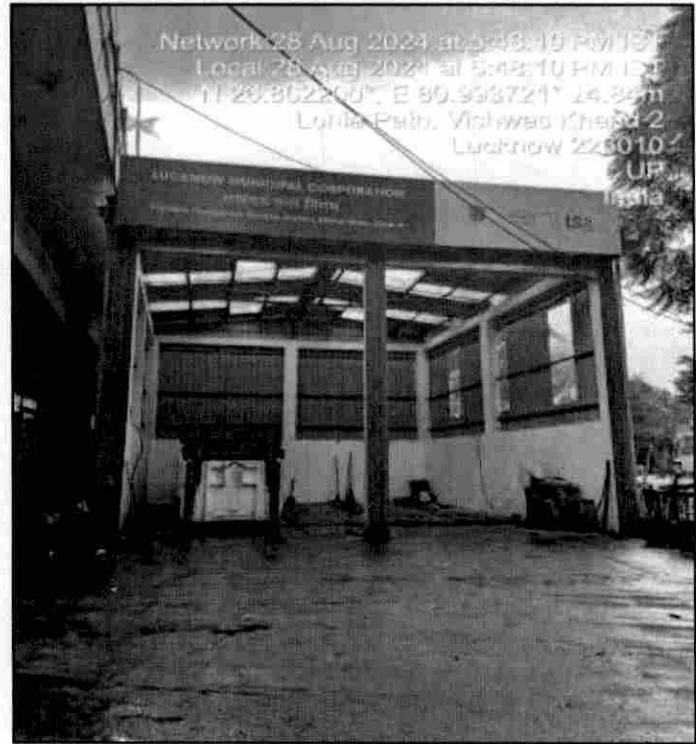
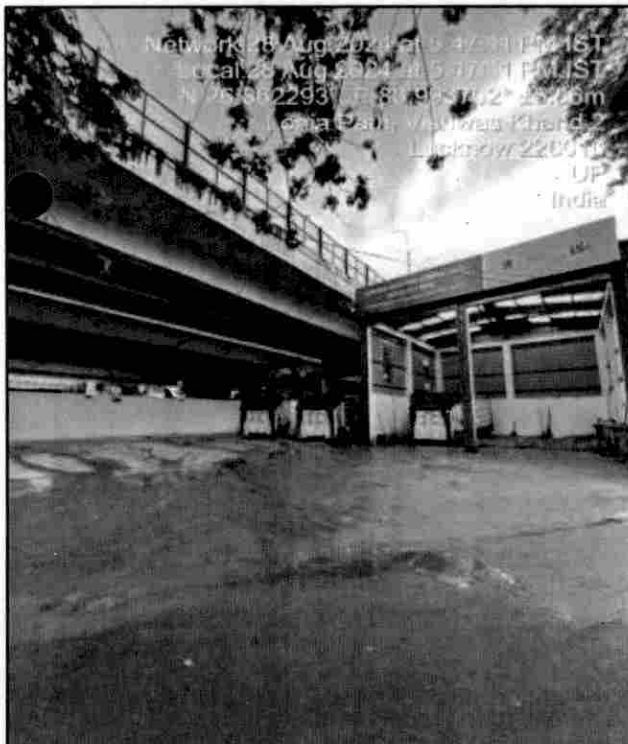
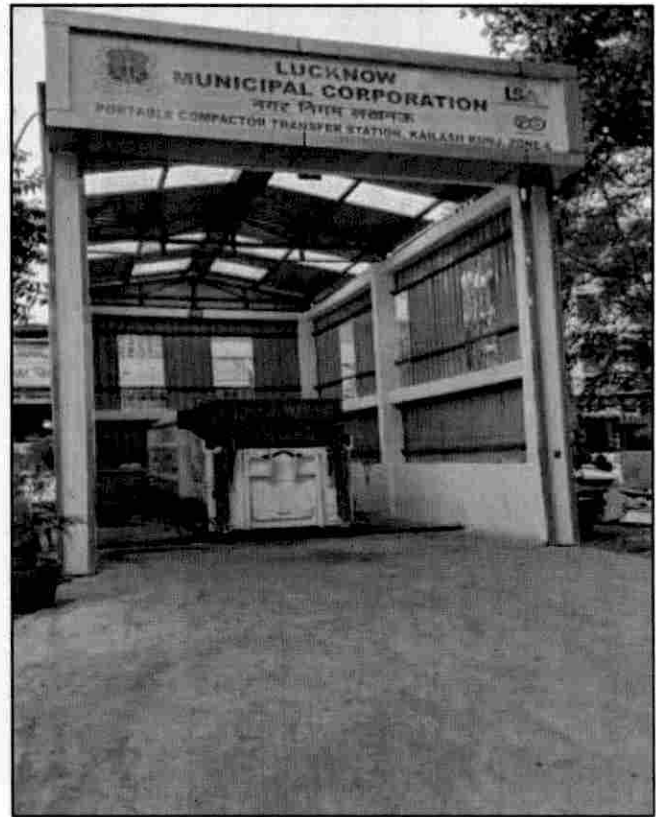
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Dayal Fixed Compactor Transfer Station (FCTS)



Bhaishora Fixed Compactor Transfer Station (FCTS)





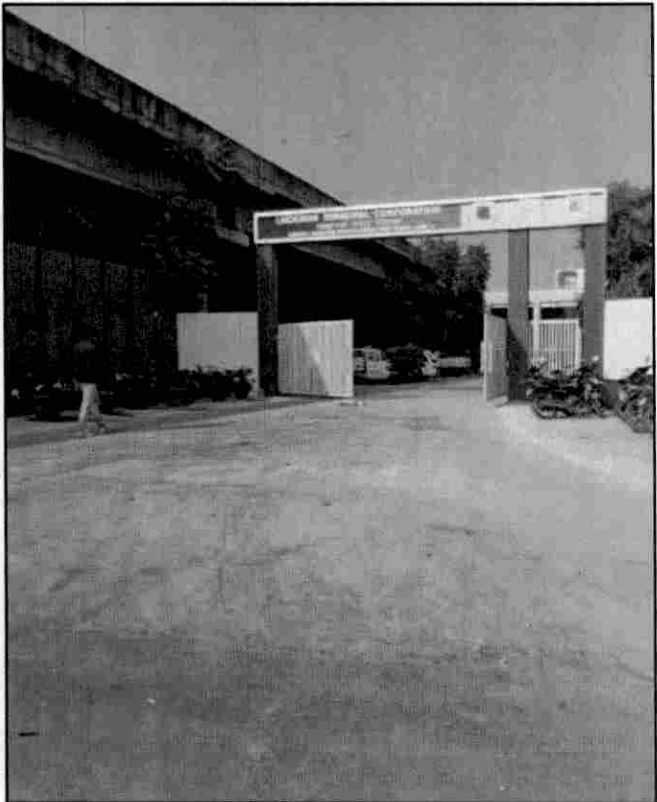
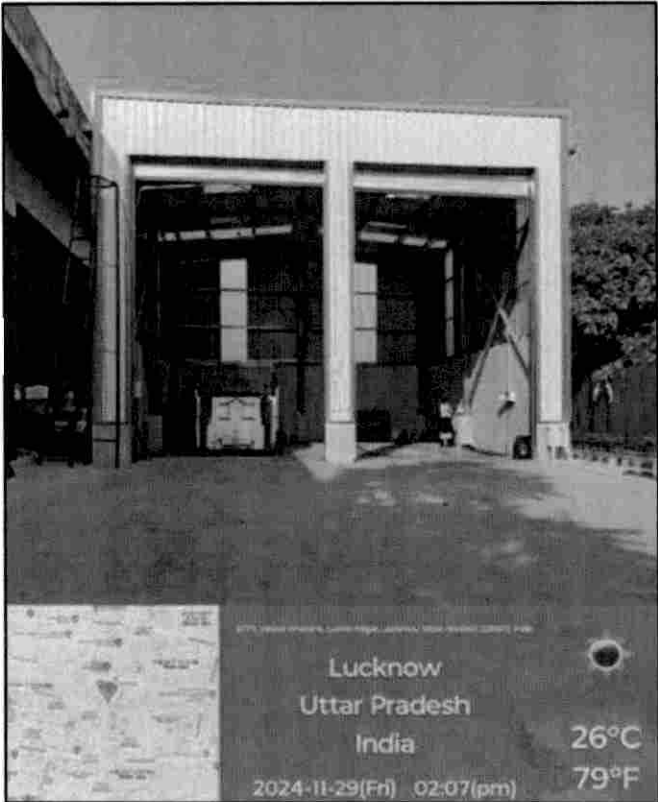
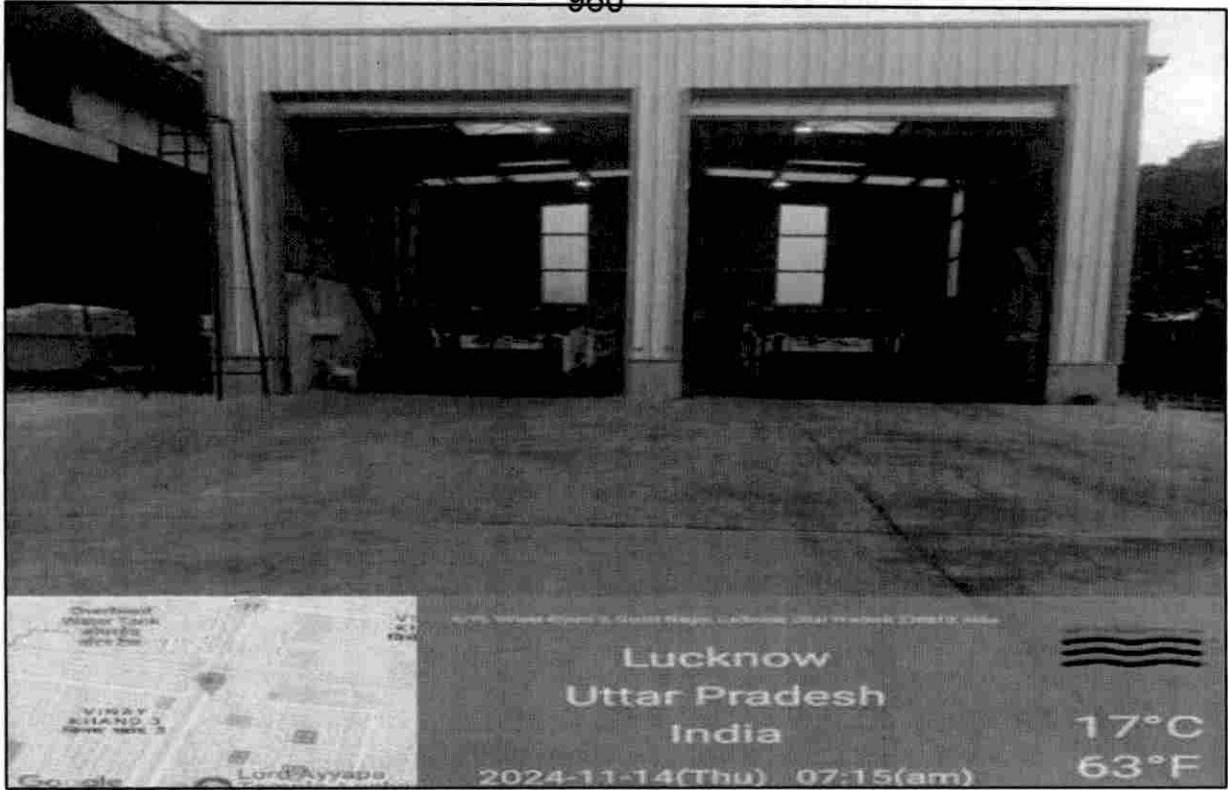
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Annexure 7- Plastic waste management rule 2016 5(b). Use non-recyclable plastic waste (5 to 6%-part replacement with bitumen) in road construction

Chief Minister's Green Road Infrastructure Development Urban (CM GRID) Scheme is promoting sustainable road construction by incorporating non-recyclable plastic waste into asphalt mixes. Following a state-level committee decision on May 3, 2024, mandating the replacement of 6-10% of bitumen with non-recyclable plastic waste in road construction projects, the Lucknow Municipal Corporation (LMC) has installed shredder machines at its Material Recovery Facility (MRF) centers. To date, the LMC has constructed approximately 2 kilometers of road using 9.6 tons of non-recyclable plastic waste, replacing 6% of bitumen. This includes roads in Bashiratganj-Ganeshganj (430m x 10m), Rajajipuram (500m x 10m), Motilal Nehru Nagar/Chandra Bhanu Gupta Nagar (400m x 7m), Mahanagar (400m x 7m), and Kanhaiya Madhopur-2 (350m x 10m). Additionally, new road construction projects under the CM GRID scheme have commenced following finalized tenders. Furthermore, the Lucknow Development Authority (LDA) has successfully implemented these guidelines, utilizing 6.36 tons of plastic waste to replace 8% of bitumen in the Surface Dressing Bituminous Concrete (SDBC) top surfacing of three roads in Gomti Nagar Vistar: Sector 7 (327m x 12m), Basant Kunj (700m x 7m), and Gomti Nagar Phase II (535m x 10.7m). These three road construction projects utilized approximately 6.36 tons of plastic waste.

Additionally, a tender for constructing a 16-kilometer road under the CM GRID scheme has been awarded. This project, which began in October 2025, will use approximately 50 tons of non-recyclable plastic waste (at 5-7% bitumen replacement).



**Non-recyclable plastic used
in Road construction**

Proposed Road Development under the CM GRID Scheme by LMC

क्र.सं.	नगर निगम	पैकेज सं०	अन्तर्निहित मार्ग	मार्ग की लम्बाई (कि.मी.)
1	2	3	4	5
1	लखनऊ	LKO/C MG/01	- कालिदास चौराहा से सिविल हॉस्पिटल होते हुए अटल चौक तक और डी.एस.ओ. चौराहा से लखनऊ विडिया घर तक - मंदिर मार्ग (गोले मार्केट से अलकापुरी तिराहा वाया चन्नी लाल चौराहा, कपूरथला और क्लासिक रेस्टोरेंट से आस्था हॉस्पिटल वाया महानगर बॉयज स्कूल) तक	5.28
2	लखनऊ	LKO/C MG/02	- यूनिवर्सिटी रोड से हनुमान सेतु घाट रोड वाया आरएलबी रोड चौराहा (कालाकांकर रोड) तक - भारतेंदु हरिश्चंद्र वार्ड के अंतर्गत पुरैनिया अलीगंज रोड से मामा रोड तक सुलभ शौचालय, सावित्री अपार्टमेंट और सावित्री अपार्टमेंट से कुर्सी रोड पेट्रोल पंप वाया जंगदना निदेशालय तक - ताड़ीखाना डिवाइडर रोड से घप्पू जनरल स्टोर होते हुए विंध्याचल चौराहा और विंध्याचल मंदिर से बाटी चोखा रेस्तरां तक	6.00
3	लखनऊ	LKO/C MG/03	- इग्नू रोड चौराहे से एलन हाउस स्कूल तक - रजनीखंड पावर हाउस से सैनिक ढाबा तक एवं रायबरेली मुख्य मार्ग तक	4.73

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Proposed Road Development under the CM GRID Scheme by LMC

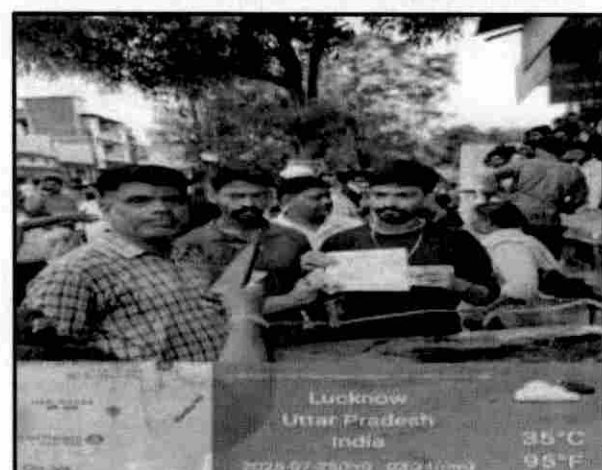
Sl. No.	Municipal Council	Package	Implicit Route	Length of Route
1.	Lucknow	LKO/C/MG/01	Kalidas Square From Atal Chowk via Civil Hospital and from DSO Square to Lucknow zoo via Mandir Marg (from Gol Market to Alkapuri tiraha via Channi Lal Square, Kapurthala and from classic restaurant to Astha Hospital via Mahanagar Boys School	5.28
2.	Lucknow	LKO/C/MG/02	University road to Hanuman Setu Dham road via RLB Road square (Kalakankar road) Under Bharatendu Harishchandra Ward Sulabh Toilet from Purania Aliganj Road to mama road Savitri Apartment and Savitri apartment to kursi road petrol pump via Jangadana Directorate From Tadikhana Divider Road via Pappu General Store to Vindhyachal Temple to Baati Chokha restaurant	6.00
3.	Lucknow	LKO/C/MG/03	From IGNOU road square to Allen House school From Rajnikhant Pier House to Sainik dhaba and Raebareli main road	4.73

Annexure 8 -Single Use Plastic Penalties

The Lucknow Municipal Corporation (LMC) has been proactive in its efforts to promote sustainable waste management practices. As part of this initiative, the LMC has been organizing awareness programs targeting concessionaires to educate them on proper waste disposal methods and the importance of reducing plastic usage.

Furthermore, the LMC has distributed eco-friendly alternatives to single-use plastic, such as cloth and paper bags, to street vendors and shopkeepers. This move encourages them to switch from plastic bags, thereby reducing plastic waste at its source.

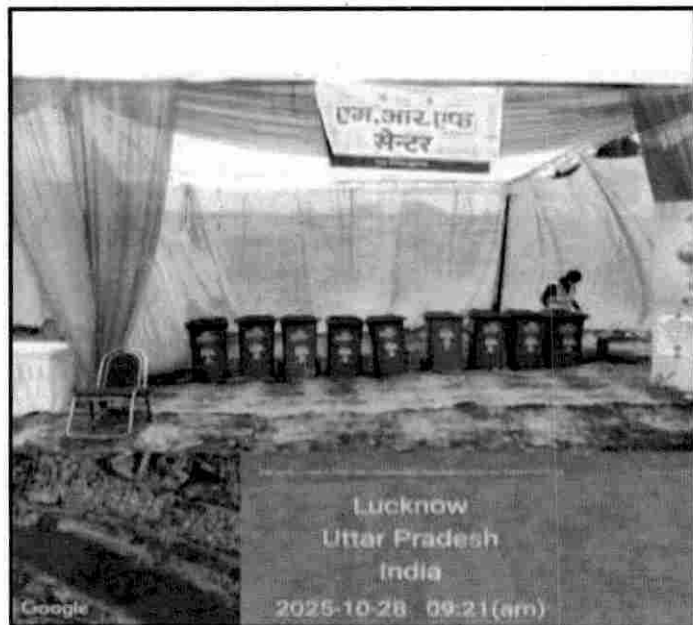
Between April and October 2025, LMC officers conducted inspections to ensure compliance with waste management regulations. These inspections resulted in the imposition of penalties totalling ₹ 26,41,290.00 on those found in violation. Additionally, the enforcement teams successfully seized 1,596 kg of single-use plastic, preventing it from entering the waste stream and potentially polluting the environment. These actions demonstrate the LMC's commitment to both educating the public and enforcing regulations to combat plastic pollution.





2802





-Single Use Plastic By Products

The Lucknow Municipal Corporation (LMC) has also partnered with M/S Shree Shyam Packaging to ensure the proper disposal of non-recyclable plastic seized from wholesalers, in accordance with the Plastic Waste Management Rules, 2016. This designated agency collects and shreds the seized plastic under LMC supervision. As per the agreement, M/S Shree Shyam Packaging is obligated to provide the LMC with products made from the collected plastic, equivalent to 50% of its weight. To date, M/S Shree Shyam Packaging has collected the entire 14,260 kg of seized plastic from all zones within the LMC. While the expected return of by-products was 7,130 kg (50% of the collected amount), the company has provided 3,380 kg of by-products derived from the collected plastic waste back to the LMC.



Ref. _____

Date. _____

प्रेषक,
श्री श्याम पैकेजिंग
117/30 ए, सर्वोदय नगर,
कानपुर नगर, उ० प्र०।

सेवा में,
पर्यावरण अभियन्ता,
नगर निगम, लखनऊ।

विषय- नगर निगम सीमा क्षेत्र में जब्त किये गये सिंगल यूज प्लास्टिक के निस्तारण के सम्बन्ध में।

महादेय,

सादर अवगत कराना है कि आपके पत्र सं० डी/748/प०अ०/24 दिनांक- 27/11/24 का अवलोकन करने का कष्ट करे। जिसमें आप द्वारा हमारी संस्था श्री श्याम पैकेजिंग को नगर निगम सीमा क्षेत्र में जब्त किये गये सिंगल यूज प्लास्टिक के निस्तारण हेतु अनुमति प्रदान की गयी थी।

उपर्युक्त के क्रम में अवगत कराना है कि हमारी संस्था श्री श्याम पैकेजिंग द्वारा नगर निगम, लखनऊ से 12385 किलो की सिंगल यूज प्लास्टिक के निस्तारण हेतु माल उठा कर उसका निस्तारण किया गया, जिससे कुसी, मजे, ट्री प्लान्टर, स्वीम डस्टबीन आदि वस्तुओं का निर्माण किया गया है, जिसमें से 3380 किलो के प्रदार्थ नगर निगम, लखनऊ में डिलीवर्ड कर दिये गये हैं।

Zone	Invoice No.	Date	Qty.	Vehicle No.	Material (50%)	Delivered date	Delivered Qty.
Zone - 4 Gwari	2	11/12/2024	1550	UP32VN1158	775	11/12/2024	475
Zone - 2 Aish bagh	3	20/12/24	365	UP32NN7097	182.5		-
Zone - 5 Chandan Nagar	4	23/12/24	1344	UP32JN9651	672		-
Zone - 5 Chandan Nagar	5	23/12/24	1376	UP32VN1158	688		-
Zone - 7 Indira Nagar	6	31/12/24	1400	UP32VN1158	700		-
Zone - 7 Indira Nagar	7	3/1/2025	1750	UP78GT9456	875	3/1/2025	605
Zone - 8 Bangla Bazar	8	7/1/2025	1375	UP32NN7097	687.5	10/2/2025	1080

Corporate Office : 117/30 A, Servo Day Nagar, Kanpur - 208005 & Factory : D1, D2 D3, Bangla Site 2, Kanpur Dehat, Uttar Pradesh - 208101

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English Translation of content in Hindi

Sender:

Shri Shyam Packaging
117/30A, Sarvodaya Nagar,
Kanpur Nagar, Uttar Pradesh

To,
Municipal Corporation, Lucknow.

Subject: Regarding disposal of single use plastic seized in the municipal corporation area.

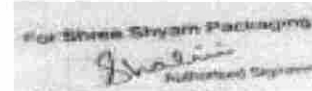
Sir,

We respectfully request you to review your letter No. D/748/PA/24 dated 27/11/2024, in which you granted permission to our organization, Shri Shyam Packaging, to dispose of the single-use plastic seized within the municipal limits.

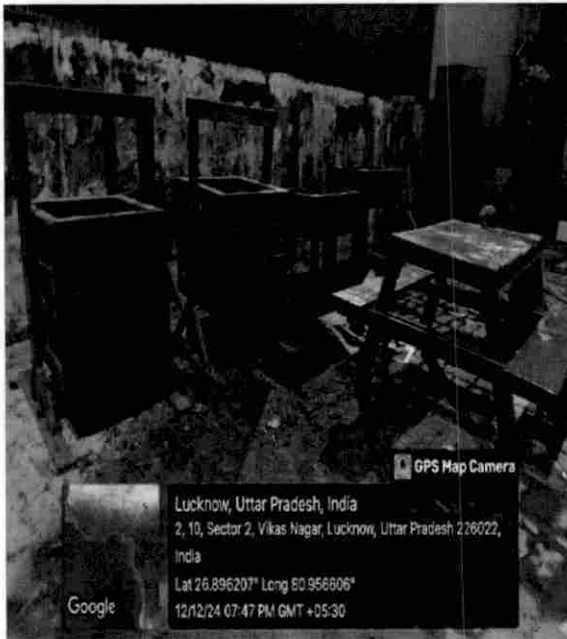
In connection with the above, it is to be informed that our organization Shri Shyam Packaging collected 12385 kg of single use plastic from Municipal Corporation, Lucknow for disposal and disposed of it, from which items like chairs, mats, tree planters, swing dustbins etc. were manufactured, out of which 3380 kg of material has been delivered to Municipal Corporation, Lucknow.

Zone - 8 Bangla Bazar	9	7/1/2025	1600	UP35AT6582	800		
Zone - 8 Bangla Bazar	10	7/1/2025	1625	UP32VN1158	812.5	13/01/25	1220
Zone - 8 Bangla Bazar	11	13/01/25	1875	UP77AT6137	937.5		-
			14260		7130		3380

कृपया उपर्युक्त से अवगत होने का कष्ट करें।



(श्री श्री श्याम पैकेजिंग)
117/130 ए. सर्वोदय नगर,
कानपुर नगर, उ०प्र०।



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Zone - 8 Bangla Bazar	9	7/1/2025	1600	UP35AT6582	800		
Zone - 8 Bangla Bazar	10	7/1/2025	1625	UP32VN1158	812.5	13/01/25	1220
Zone - 8 Bangla Bazar	11	13/01/25	1875	UP77AT6137	937.5		-
			14260		7130		3380

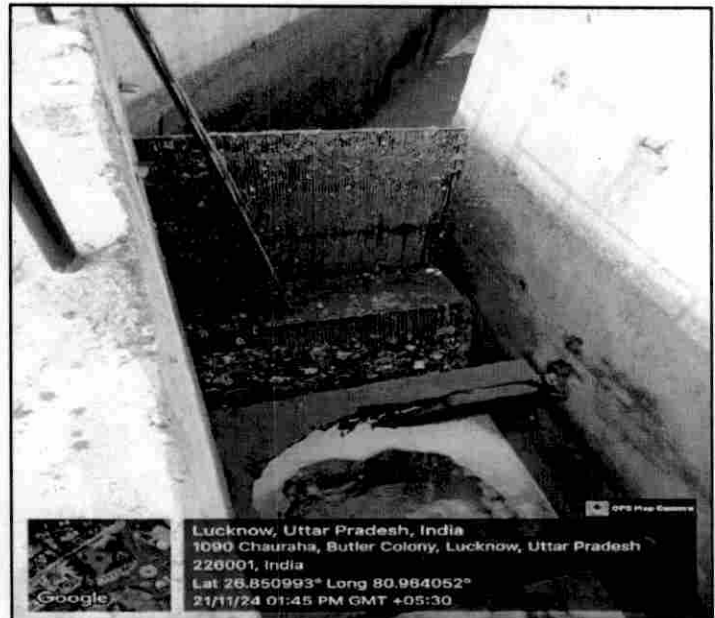
Please take note of the above

For Shree Shyam Packaging

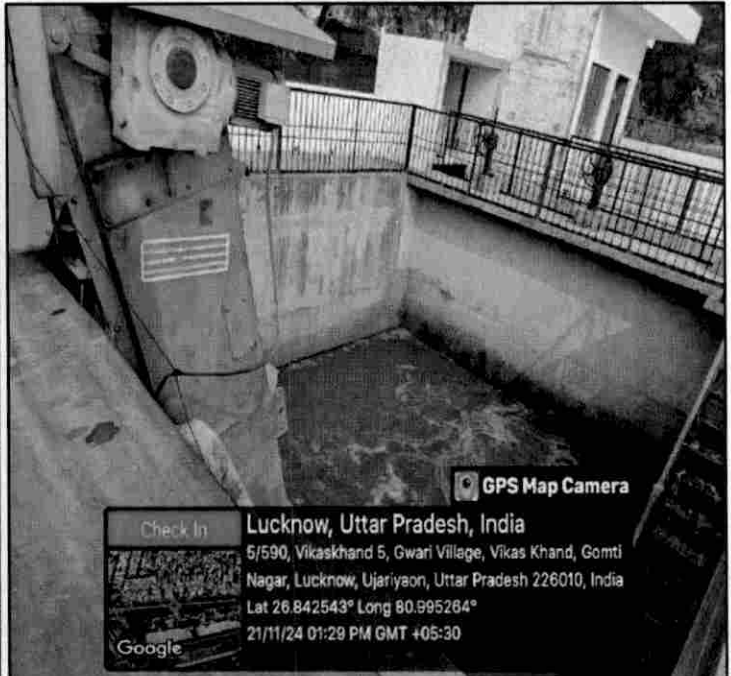
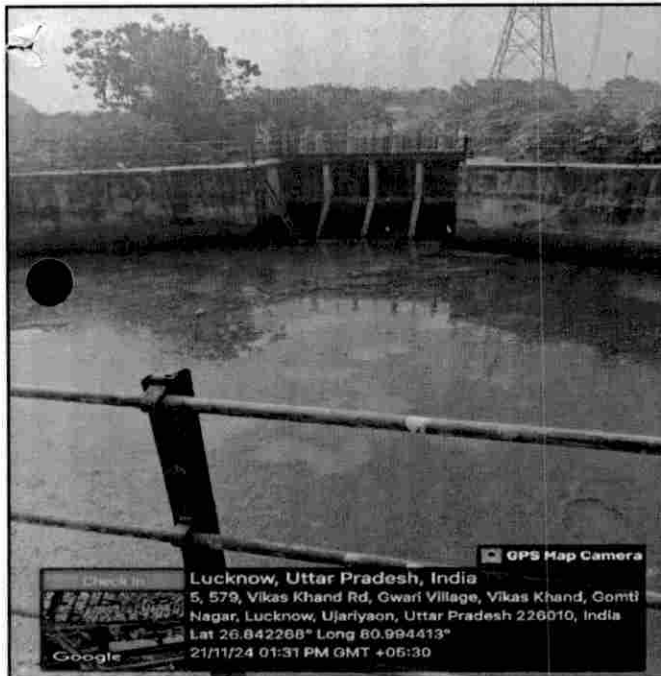
Shalini
Authorised Signatory

Shri Shyam Packaging
117/30A, Sarvodaya Nagar,
Kanpur Nagar, Uttar Pradesh

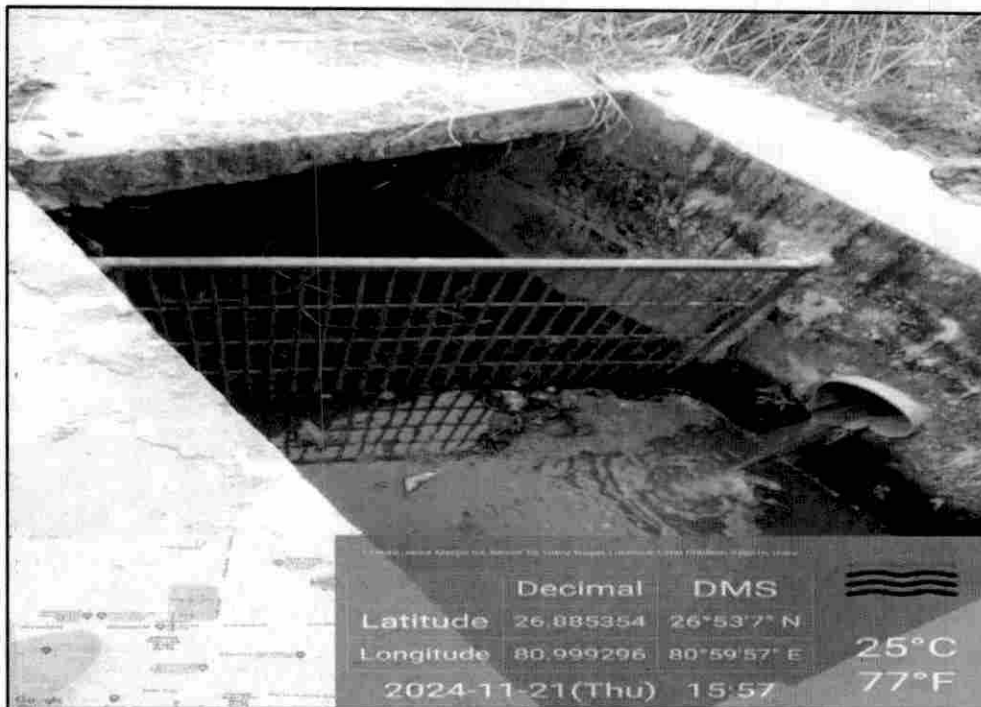
Iron Mesh For Plastic Waste Collection in Drains



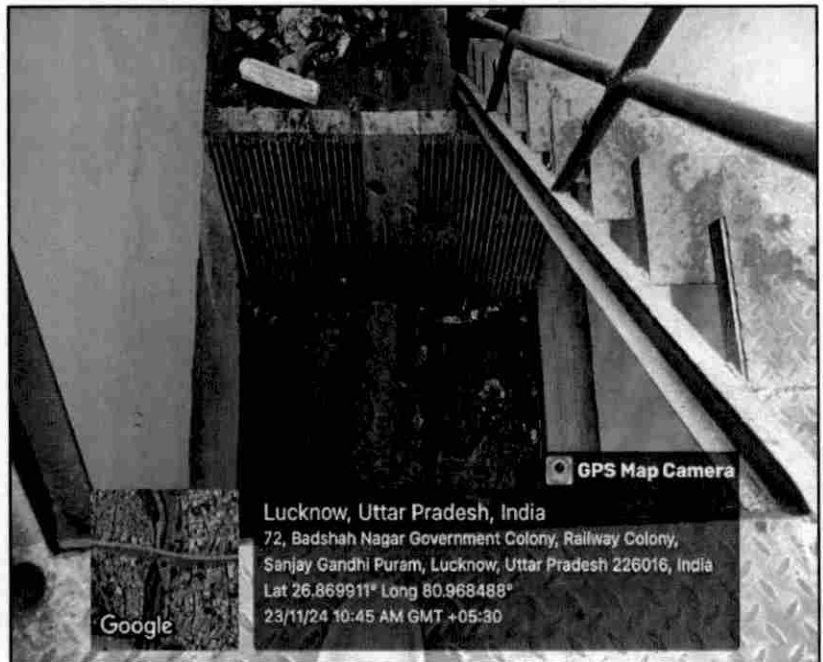
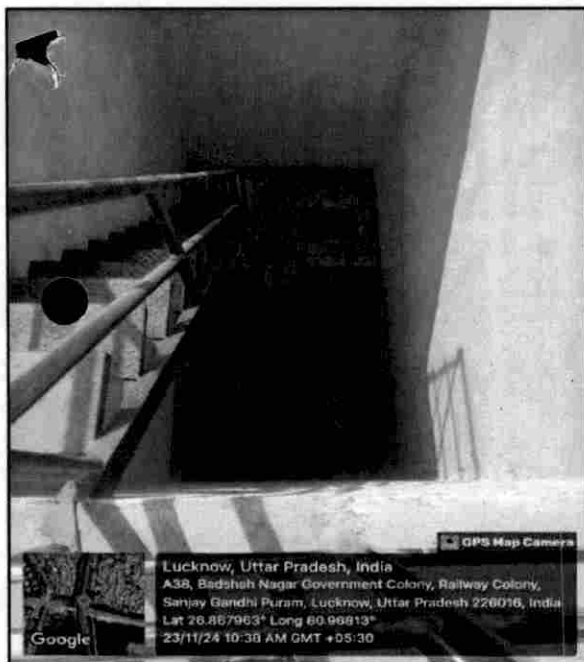
Jiamau, Pumping Station Mesh Filtration



Gwari, Pumping Station Mesh Filtration



Indra Nagar Near Jama Masjid Road, Nala Mesh Filtration



Badshah Nagar, Pumping Station Mesh Filtration

1. The petitioner is constrained to prefer the present Special Leave Petition is constrained to prefer this appeal against the impugned Judgment and Final order dated 21.08.2025 passed by the Hon'ble High Court of Judicature at Allahabad, Lucknow Bench, in Writ – C No. – 7723 of 2025 wherein and whereby the Hon'ble High Court has erroneously and in a mechanical manner dismissed the Writ Petition.

2. That the Petitioner applied for the certified copy of the impugned judgment and therefore could not arrange the certified copy of the impugned Judgment and Final order dated 21.08.2025 passed by the Hon'ble High Court of Judicature at Allahabad, Lucknow Bench, in Writ – C No. – 7723 of 2025.

PRAYER

In the light of the abovementioned facts and circumstances the petitioner humbly prays before this Hon'ble Court as under:-

- a) Exempt the petitioner from filing certified copy of the impugned Judgment and Final order dated 21.08.2025 passed by the Hon'ble High Court of Judicature at Allahabad, Lucknow Bench, in Writ – C No. – 7723 of 2025; and
- b) Pass any such further order(s) as this Hon'ble Court may deem fit and proper in the facts and circumstances of the case.

FILED BY:



[JAYDIP PATI]

ADVOCATE FOR THE PETITIONER
ADVOCATE-ON-RECORD

Code : 3796

DRAWN ON : 07.12.2025

FILED ON: 15.12.2025

IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION
I.A NO. OF 2025

IN
SPECIAL LEAVE PETITION (C) No. Of 2025

IN THE MATTER OF:-

MUNICIPAL CORPORATION LUCKNOW

...PETITIONER

VERSUS

UTTAR PRADESH POLLUTION CONTROL BOARD
& ORS

...RESPONDENT

APPLICATION SEEKING EXEMPTION FROM FILING OFFICIAL
TRANSLATION OF ANNEXURES

TO,
THE HON'BLE THE CHIEF JUSTICE OF INDIA AND HIS COMPANION
JUDGES OF SUPREME COURT OF INDIA.

HUMBLE APPLICATION ON BEHALF OF
THE APPLICANT ABOVE-NAMED

MOST RESPECTFULLY SHOWETH:

1. That the petitioner has filed the accompanying Petition seeking Special Leave to Appeal against Judgment and Final Order dated 21/08/2025 passed by the High Court of Judicature at Allahabad, Lucknow Bench in WRIT – C No. – 7723 of 2025
2. That all the facts stated in the Special Leave Petition in details and the same are not repeated herein for the sake of brevity. The Petitioner craves leave and permission of this Hon'ble Court to refer and rely upon the contents of the accompanying Special Leave Petition at the time of hearing of this Application also.

3. That the annexure P-2, P-4, P-8, P-10, & P-13 being filed with the present petition are originally in vernacular language i.e., Hindi and due to paucity of time, the same has been translated into English by a practicing advocate of this Hon'ble Court. The translation is true English version of the respective originals.
4. That therefore it is not only proper but in the interest of justice for the same to be taken on record.
5. That the present application is being filed bona fide and in the interested of justice.

PRAYER

It is therefore, most respectfully prayed that this Hon'ble Court may graciously be pleased to:

- a) Allow the present application and exempt the Petitioner from filing Official Translation of annexure **P-2, P-4, P-8, P-10, & P-13** along with the present SLP; AND/OR
- b) Pass any other order/orders that this Hon'ble Court may deem fit and proper in the facts and circumstances of this case.

**AND FOR THIS ACT OF KINDNESS PETITIONER IS IN DUTY BOUND
SHALL EVERY PRAY.**

FILED BY:



Filed on: 5/12/2025

New Delhi

[JAYDIPATI]

ADVOCATE FOR THE PETITIONER

IN THE SUPREME COURT OF INDIA

(Order XVI Rule 4(1) (a))

[CIVIL APPELLATE JURISDICTION]

(Under Article 136 of the Constitution of India)

SPECIAL LEAVE PETITION (CIVIL) NO. OF 2025

IN THE MATTER OF:-

MUNICIPAL CORPORATION LUCKNOW

...PETITIONER

VERSUS

UTTAR PRADESH POLLUTION
CONTROL BOARD & ORS

...RESPONDENTS

TO,

THE HON'BLE THE CHIEF JUSTICE OF INDIA AND HIS
COMPANION JUDGES OF SUPREME COURT OF INDIA.

HUMBLE APPLICATION ON BEHALF OF
THE APPLICANT ABOVE-NAMED

APPLICATION SEEKING CONDONATION OF DELAY

1. That the Petitioner has filed the accompanying Special Leave Petition challenging the impugned judgment dated 21.08.2025 passed by the Hon'ble High Court of Judicature at Allahabad, Lucknow Bench in Writ-C No. 7723/2025, whereby the Petitioner's challenge to an Environmental Compensation order of Rs. 59.99 crore (dated 02.04.2025) imposed by the Respondent—

U.P. Pollution Control Board (UPPCB) was summarily dismissed solely on the ground of availability of an appellate remedy.

2. That the facts stated in the accompanying Special Leave Petition are not being repeated herein for the sake of brevity. The Petitioner craves leave of this Hon'ble Court to refer to and rely upon the contents of the Special Leave Petition at the time of hearing of the present Application.
3. That the Writ Petition before the High Court involved substantial jurisdictional and legal issues, including whether a State Pollution Control Board has any delegated power under Section 5 of the Environment (Protection) Act, 1986 to impose Environmental Compensation upon a statutory municipal authority, and whether such penal action could be taken without notice, hearing or scientific assessment. On 21.08.2025, the Hon'ble High Court dismissed the writ petition summarily without examining these issues on merits.
4. That the Petitioner is a statutory municipal corporation entrusted with the management of municipal solid waste in Lucknow. Owing to the magnitude of the impugned Environmental Compensation (₹59.99 crore), the Petitioner was required to obtain sanction, financial authorization, and legal clearances from multiple administrative bodies and departments, which involved

unavoidable procedural deliberations and approvals at several levels.

5. That the delay is further attributable to the Petitioner's bona fide pursuit of the writ remedy before the High Court based on prevailing legal reasoning, including the contemporaneous judgment of the same High Court in *Suez India Pvt. Ltd. v. UPPCB* (17.07.2025), which held that Pollution Control Boards have no power to impose Environmental Compensation and must approach the National Green Tribunal. The Petitioner pursued this remedy in good faith and without any intention to delay proceedings.
6. That immediately after the dismissal of the writ petition, and upon departmental approvals being obtained, the Petitioner initiated steps to file the present Special Leave Petition. The delay of 26 days is thus bona fide, procedural, and unavoidable, and not due to any negligence, mala fides or deliberate inaction by the Petitioner.
7. That the present Special Leave Petition raises serious questions concerning (i) statutory jurisdiction of Pollution Control Boards under the Water Act, Air Act and Section 5 EPA, (ii) the mandate of scientific methodology in quantifying Environmental Compensation, (iii) the right to hearing under natural justice, and (iv) the conflict emerging between the Allahabad High Court ruling and the Supreme Court's interpretation in *DPCC v. Lodhi*. Such

questions merit adjudication on merits and affect the environmental governance framework of the country.

8. That the present Application is made bonafide and in the interest of justice

PRAYER

It is therefore, most respectfully prayed that this Hon'ble Court may graciously be pleased to:

- (a) Condone the delay of 26 days in filing of the SLP
- (b) pass any other order/orders that this Hon'ble Court may deem fit and proper in the facts and circumstances of this case.

AND FOR THIS ACT OF KINDNESS PETITIONER IS IN DUTY BOUND SHALL EVERY PRAY.

FILED BY:



Filed on: 5/12/2025

New Delhi

[JAYDIPPATI]

ADVOCATE FOR THE PETITIONER

979

IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION

I.A. NO. OF 2026

IN

SPECIAL LEAVE PETITION (CIVIL) NO. OF 2025

IN THE MATTER OF:

MUNICIPAL CORPORATION LUCKNOW ---Petitioners
Versus

UTTAR PRADESH POLLUTION
CONTROL BOARD & ORS. ---Respondents

APPLICATION FOR CONDONATION OF DELAY IN
REFILING SPECIAL LEAVE PETITION

TO
THE HON'BLE CHIEF JUSTICE
OF INDIA AND HIS COMPANION
JUSTICES OF THIS HON'BLE COURT

THE HUMBLE PETITION OF THE
PETITIONER ABOVE NAMED

MOST RESPECTFULLY SHEWETH THAT:

1. That the instant Special Leave Petition has been preferred by the above named petitioner against the impugned Judgment and Final order dated 21.08.2025 passed by the Hon'ble High Court of Judicature at Allahabad, Lucknow Bench, in Writ – C No. – 7723 of 2025 wherein and whereby the Hon'ble High

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Court has erroneously and in a mechanical manner dismissed the Writ Petition.

2. That the few documents were in vernacular language and needed to be translated. Few Documents need to be typed. Annexure P-1 and 17 contains coloured photograph which had to be filed physical copy. It took time to arrange all the documents. Therefore, the delay in refiling has been caused.
3. That the delay in refiling the Petition is neither intentional nor deliberate, rather it was not under the control.

PRAYER

In the light of aforementioned facts and circumstances, the petitioner most humbly prays before this Hon'ble Court as under:

- a. Allow this application condoning the delay of /7 days in refiling the present Special Leave Petition; and
- b. Pass any such further order(s) as this Hon'ble Court may deem fit and proper in the interest of justice.

DRAWN & FILED BY:-



[JAYDIP PATI]

Advocate for the Petitioner

Filed on: 17.01.2026

New Delhi

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IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION
I.A. NO. OF 2026

IN
SPECIAL LEAVE PETITION (CIVIL) NO. OF 2025

IN THE MATTER OF:

MUNICIPAL CORPORATION LUCKNOW ---Petitioners
Versus

UTTAR PRADESH POLLUTION
CONTROL BOARD & ORS. ---Respondents

AFFIDAVIT

I, Jaydip Pati, S/o- Siba Prasad Pati, aged about 32 years, R/o- Chamber No.- 80, A. K. Sen block, Supreme Court, New Delhi, do hereby solemnly affirm and state as under:

1. That I am the Counsel in aforementioned Special Leave Petition for Petitioner, I have drafted the SLP as well as the Application for condonation of delay in refiling the SLP, I am well-conversant with facts and circumstances of the case and competent to swear in present affidavit.
2. That accompanying Application for condonation of delay in refiling the present SLP has been drafted by me on the instructions provided by the Petitioner.
3. That the contents in the Application for condonation of delay in refiling the present SLP are true and correct to the best of my knowledge.
4. That I state that what has been stated above is true and correct.

Jaydip Pati
DEPONENT

VERIFICATION

Verified at on this day 17 JAN 2026 of January, 2026 that the contents of the above affidavit are true and correct to my knowledge and belief, no part of it is false and nothing material has been concealed there from.



CERTIFIED THAT THE DEPONENT
Shri/Smt./Mm. *Jaydip Pati*
S/o, W/o, D/o *self*
R/o *self*
Identified by Shri/Smt. *self*
has solemnly affirmed before me at Delhi
on at St. No. *17/1/26*
that the contents of the affidavit which have
been read & explained to him are true and
correct to his knowledge.

Jaydip Pati
DEPONENT

Notary Public, Delhi