

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
NEW DELHI**

Original Application 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.

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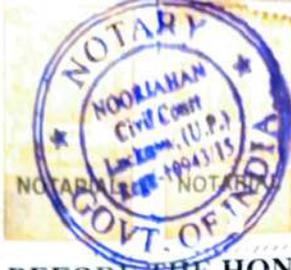
Date:31/07/2025
Place: New Delhi



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PROGRESS REPORT BY WAY OF AFFIDAVIT FILED BY
COMMISSIONER, LUCKNOW MUNICIPAL CORPORATION IN
COMPLIANCE TO THE ORDER DATED 03.04.2025 PASSED BY THIS
HON'BLE TRIBUNAL.

I, Gaurav Kumar, S/o Mr. Ompal Singh, aged about 32 years, working as Municipal Commissioner, Lucknow Municipal Corporation, Lucknow, U.P., do hereby solemnly affirm and declare as under:

1. That I, the deponent, in my official capacity, is well conversant with the facts and circumstances of the case and am competent to swear this affidavit on behalf of the Respondent/Lucknow Municipal Corporation (LMC).
2. That the accompanying Compliance affidavit has been drafted by our counsel upon my instructions.
3. That the contents of the accompanying Compliance affidavit are true and correct, and the knowledge has been derived from official records and nothing material has been concealed therefrom.



PRELIMINARY SUBMISSIONS: -

This Hon'ble Tribunal initiated proceedings based on the abovementioned news report, raising concerns regarding improper plastic waste management in Lucknow. The Municipal Corporation recognizes the urgency of addressing these environmental concerns and has accordingly implemented a range of remedial measures which are detailed herein, with supporting documentation annexed.

1. **Centralized Waste Processing:** The Lucknow Municipal Corporation has undertaken substantial efforts to modernize its centralized waste processing infrastructure. A key development is the establishment of a central processing facility at Shivri, operated by M/s Bhumi Green Energy. This facility has a capacity of 2,100 tonnes per day (TPD) and utilizes multiple technologies including windrow composting for biodegradable waste, dry-waste segregation systems, and the generation of Refuse-Derived Fuel (RDF). The facility also processes specific waste streams such as coconut shells and utilizes a blackhole incineration machine for combustible non-recyclables. Approximately 5-7% inert material is ultimately directed to the sanitary landfill. Details of this infrastructure and supporting photographic evidence are annexed herewith and marked as **Annexure-1**.



2. **Bio-CNG Projects:** To augment decentralized waste processing, the LMC has initiated two major Bio-CNG/Bio-CBG projects. The first, a 300 TPD plant at

Nadarganj, is being developed by M/s EverEnviro Resource Management Pvt. Ltd., and the second, a 150 TPD plant, is under construction through a collaboration with M/s Jay Bharat Maruti Enviro Bioenergy Lucknow Pvt. Ltd. The latter will produce approximately 10 TPD of gas using cow dung, pottery waste, napier grass, and wet mandi waste as feedstock. Civil works are completed and machinery installation is ongoing in both facilities. **True copy of progress reports and photographic documentation are annexed marked as Annexure-2.**

- 3. Waste-to-Energy (WTE) Project:** The LMC is in the process of planning a 15 MW Waste-to-Energy (WTE) plant at Shivri. The proposed facility, structured under a Public-Private Partnership (PPP) model, will process between 700 and 1,000 TPD of RDF from Lucknow and adjacent urban local bodies. The project aims to reduce landfill dependency and address the high costs and unreliability associated with long-distance RDF transport. A transaction advisor proposal has been submitted to the India Infrastructure Project Development Fund (IIPDF). **The true copy of the concept note, PPP outline, and terms of reference are annexed herewith and marked as Annexure-3.**

- 4. RDF Disposal:** In order to ensure environmentally responsible disposal of Refuse-Derived Fuel, the LMC has successfully dispatched approximately 2,39,422 metric tonnes (MT) of RDF derived from legacy waste and 76,728 MT of RDF from fresh waste to various cement factories. **True copy of dispatch**



ledgers and transport receipts annexed collectively and marked as Annexure-4.

5. **Material Recovery Facilities (MRFs):** The LMC currently operates eight Material Recovery Facilities, all of which have been upgraded to handle 25 TPD each. These facilities are operated by door-to-door waste collection companies, namely Lucknow Swacchata Abhiyan Pvt. Ltd. and Lion Enviro Lucknow Pvt. Ltd. Additionally, one new large-scale MRF is under construction to meet future needs. Based on a detailed capacity assessment, the LMC has determined that the current infrastructure is adequate to meet present waste processing demands. **True copy of capacity assessment of eight operational MRFs (all upgraded to 25 TPD) and the new large-scale MRF under construction is annexed herewith and marked as Annexure-5**
6. **Compactor Transfer Stations:** With a view to improving waste logistics, the LMC has completed work on multiple Fixed Compactor Transfer Stations (FCTS) located at Ghaila and Ganga Kheda, which are now fully operational. At Bhaisor, civil work is complete and machinery installation is underway. Additionally, five new Portable Compactor Transfer Stations (PCTS) have been established, and thirteen refuse compactors are actively deployed. Hyderabad Integrated MSW Ltd. has been awarded the tender for remaining locations. **True copy of work-progress sheets and photographs for FCTS sites (Ghaila,**



Ganga Kheda, Dayal, Bhaisora) are annexed herewith and marked as Annexure-6.

7. **Plastic Waste in Road Construction:** The LMC, under the CM GRID Scheme, has undertaken the use of plastic waste in road construction. This initiative has resulted in the completion of a 2 km road using approximately 9.6 tonnes of plastic waste and three roads in Gomti Nagar Vistar incorporating about 6.36 tonnes. A 16 km road project under the same scheme is underway and will use around 50 tonnes of non-recyclable plastic. **True copy of CM GRID Scheme dossier is annexed herewith and marked as Annexure-7.**
8. **Enforcement and Awareness Drives:** Between April and July 2025, LMC conducted intensive enforcement operations, issuing penalties totaling ₹3.75 lakh and seizing 104 kg of single-use plastic. Additionally, public awareness campaigns were carried out across markets, schools, and institutions, including distribution of cloth and paper bags. **True copy of evidence of these enforcement activities and campaign materials are annexed herewith and marked as Annexure-8.**



9. **Plastic Shredding Partnership:** In compliance with the Plastic Waste Management Rules, 2016, LMC has entered into an agreement with M/s Shree Shyam Packaging for the disposal of non-recyclable plastic waste. To date, 14,260 kg of plastic has been collected, with 3,380 kg of by-products returned to the Corporation. **True copy of agreement with Shree Shyam Packaging**

and shredding records for 14,260 kg seized plastic; acknowledgment for 3,380 kg by-product returned to LMC are annexed herewith and marked as Annexure-9.

10. **Drain Mesh and Cleaning Measures:** The LMC has taken steps to prevent plastic pollution in water bodies by installing iron meshes on river-bound drains. Routine desilting and cleaning operations are conducted to maintain these installations. **True copy of photographs and maintenance schedule showing iron-mesh screens on river-bound drains and routine desilting/cleaning operations are annexed herewith and marked as Annexure-10.**

11. **Environmental Compensation Order:** Vide order dated 13.02.2023 in O.A. No. 654/2022, this Hon'ble Tribunal directed the imposition of an interim environmental compensation of ₹10 crore on the Lucknow Municipal Corporation. The Hon'ble Tribunal invoked the 'polluter pays' principle and made it the personal responsibility of the Municipal Commissioner to ensure deposit of the said amount before 31.03.2023. It was further directed that failure to deposit would result in suspension of the Commissioner's salary. The compensation was ordered to be utilized for restoration activities under the District Environment Plan in coordination with the District Magistrate. **True copy of NGT order dated 13 Feb 2023 (O.A. 654/2022) imposing ₹ 10 crore interim compensation on LMC is annexed herewith and marked as Annexure-11**



12. Review of EC Order and Relief Granted: Subsequently, the Municipal Corporation filed a Review Petition (Review Application No. 15/2023 in O.A. No. 654/2022) seeking modification of the abovementioned order. The Hon'ble Tribunal, vide order dated 31.03.2023, granted limited relief by allowing the Corporation to utilize funds allocated by the State Government for the purpose of deposit, subject to sanction by the Chief Secretary of Uttar Pradesh. Furthermore, the condition related to deferment of the Municipal Commissioner's salary was modified accordingly. **True copy of review order dated 31 Mar 2023 modifying deposit condition and salary deferment for the Commissioner is annexed herewith as Annexure-12.**

13. Compliance with Modified Directions: In strict compliance with the directions contained in the review order, the Municipal Corporation opened a ring-fenced account and deposited an amount of ₹63.94 crore. This amount was earmarked for use in environmental restoration projects, specifically targeting solid and liquid waste management, in alignment with the District Environment Plan. A detailed compliance report evidencing the deposit and operationalization of the fund was submitted to this Hon'ble Tribunal on 25.07.2023. **True copy of Compliance report (25 Jul 2023) evidencing ring-fenced account and ₹ 63.94 crore deposit for solid- and liquid-waste remediation projects is annexed herewith as Annexure-13.**



14. **Inaction Against Violators:** Despite depositing the EC, this Hon'ble Tribunal, vide order dated 27.07.2023, noted the lack of punitive action against environmental violators by the LMC. **True copy of order dated 27 Jul 2023 noting lack of action against violators despite fund deposit; reproduced for reference annexed herewith and marked as Annexure-14.**
15. **Impugned UPPCB EC Order:** On 02.04.2025, the UPPCB imposed an environmental compensation of ₹59.992 crore on LMC, allegedly for plastic waste mismanagement. This was done without considering LMC's detailed reply dated 26.03.2025. Accordingly, a representation seeking review and recall of the said order was submitted on 08.07.2025. **True copy of UPPCB EC order dated 02 Apr 2025 demanding ₹ 59.992 crore along with LMC representation dated 08 Jul 2025 seeking review/recall of the same are annexed herewith and marked as Annexure-15.**
16. **Legal Objection on Jurisdiction:** It is submitted that the impugned EC order dated 02.04.2025 is without jurisdiction. In *Suez India Pvt. Ltd. v. UPPCB*, Writ-C No. 4816/2024, decided on 17.07.2025, the Hon'ble High Court of Judicature at Allahabad categorically held that the UPPCB lacks the statutory authority to independently impose or recover environmental compensation. Such powers rest solely with the National Green Tribunal under Section 15 of the NGT Act, 2010. Therefore, the order is ultra vires and liable to be quashed.



17. It is respectfully submitted that the Lucknow Municipal Corporation has challenged the Environmental Compensation order dated 02.04.2025 issued by the Uttar Pradesh Pollution Control Board before the Hon'ble High Court of Judicature at Allahabad, Lucknow Bench, by way of Writ Petition Diary No. 4050 of 2025. The Corporation contends that the said order is without jurisdiction and suffers from procedural infirmities. In light of the substantial remedial steps already undertaken by the Corporation, the balance of convenience clearly lies in its favour. **A copy of the said writ petition is annexed herewith and marked as Annexure-16.**

18. That, in light of the foregoing facts and the progress disclosed herein, the respondent-municipal corporation most respectfully prays that this Hon'ble Tribunal be pleased to take the present compliance affidavit on record, acknowledge the steps already taken toward scientific and sustainable management of municipal solid waste in Lucknow, and pass such further directions as this Hon'ble Tribunal may deem fit and proper in the interest of justice, environmental protection, and continued compliance; and the deponent undertakes on behalf of the Lucknow Municipal Corporation to carry out any additional measures and to submit further reports as and when directed by this Hon'ble Tribunal



[Signature]
Deponent

Verification:-

Verified at Lucknow this the 4th day of August, 2025 that the contents of above affidavit are based on the information derived from the official record and as such true and correct as per my knowledge and belief, no part of it is false and nothing material has been concealed therefrom.

[Signature]
Deponent

Sworn and Verified
before me
[Signature]
NOORJAHAN
Advocate & Notary
Civil Court, Lucknow
Registration No. 1094273



I know & identify the deponent/Executed
who has signed/ put his T.B. before me

[Signature]
S. J. IQBAL ADVOCATE
Reg. No. 8043/1893
H.V. H.C.

Annexure 1- 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.



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

Vivek Chauhan
@onesoftindia.com

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.

The newly inaugurated facility has the capacity to handle 700 metric tons of fresh waste daily. Combined with the city's two existing plants, Lucknow now processes all of its daily waste—amounting to over 2,000 metric tons—without any dumping.

The existing daily waste generation of the city is 2,000 metric tons. The plant was inaugurated by urban development minister AK Sharma and mayor Sushma Kishorakwal.

According to Sharma, the Lucknow Municipal Corporation (LMC) received approximately Rs 160 crore in departmental support and was authorised to partner with private entities through tenders. He noted that nearly two-thirds of the city's 19 lakh metric tons of legacy waste was processed, converting a decades-old dumpsite into usable land. Around 13 lakh metric tons of waste was cleared, freeing up 25 acres, with another 18 acres expected to be cleared in the coming six months.

Kishorakwal stated that the LMC processes waste into three key outputs: Refuse-Derived Fuel (RDF) for use in cement and fertiliser industries, construction and demolition (C&D) waste for infrastructure reuse, and compost for agricultural purposes.

The mayor added that this integrated approach positions Lucknow among a limited number of cities globally that process 100% of their daily waste.

Sharma highlighted initiatives such as 'UP Darshan Park', where replicas of monuments like the Taj Mahal and Red Fort have been built using recycled waste. A similar concept was also implemented in Prayagraj's Kala-wati Park. He also mentioned that delegations from Brazil and Andhra Pradesh recently visited the site, indicating a growing interest in the city's waste management model.

WASTE PROCESSING IN CITY

City generates approximately **2,000 metric tonnes** of municipal solid waste every day.

To manage waste, **LMC**, in partnership with **Bhumi Green Energy**, has set up **three fresh waste processing plants of 700 metric tonnes per day capacity each**.

WASTE COLLECTION & SEGREGATION

- All collected waste is segregated into two main categories: **Organic fraction** (around 55%), which includes biodegradable waste, and **inorganic fraction** (around 45%), which is non-biodegradable waste like plastic, metal, and glass.

INORGANIC WASTE PROCESSING

- Inorganic fraction is sorted to recover recyclable materials. The remaining non-recyclable but combustible waste is processed into **Refuse Derived Fuel (RDF)**, which is used as an alternative fuel source in cement factories and paper mills.

ORGANIC WASTE PROCESSING

- Organic fraction is processed using two methods: **Aerobic digestion** (with oxygen), which produces compost, suitable for agriculture and gardening, and **Anaerobic digestion** (without oxygen), which generates biogas and organic residue used as soil conditioner.

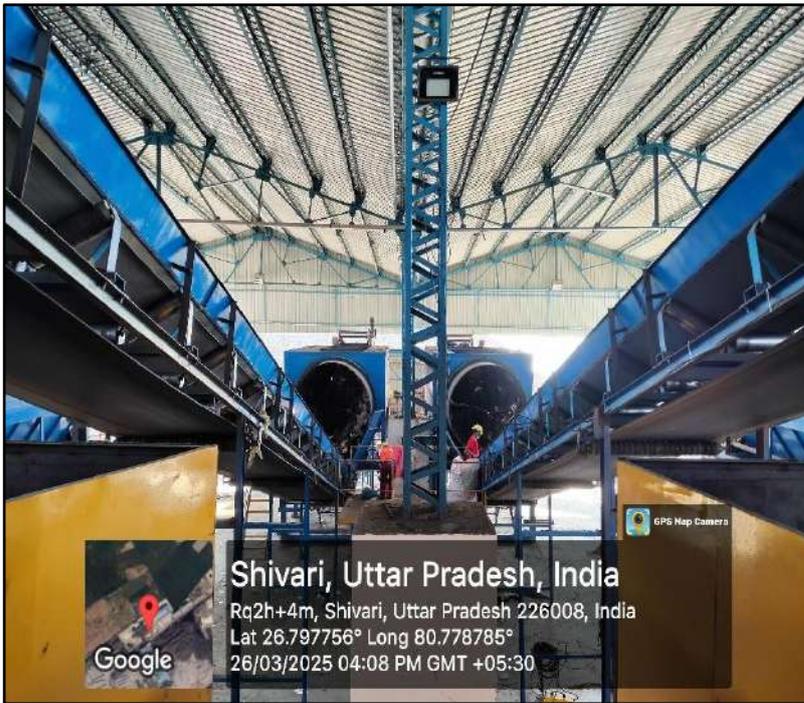
Next is Waste-to-Energy Plant: Minister

The LMC is also preparing to establish a Waste-to-Energy (WTE) plant at Shivri. The proposed facility will convert RDF from fresh waste into electricity. State minister AK Sharma mentioned that discussions are underway with NTPC for setting up the plant, which will also include a Compressed BioGas (CBG) unit to generate renewable fuel from organic waste through anaerobic digestion. Additional municipal commissioner Arvind Rao explained that the planned 15 MW WTE plant will use 1,000-1,200 metric tons of RDF daily, helping reduce the cost and distance of transporting RDF to cement factories located nearly 500 km away. The Rs 450 crore project will follow a Public-Private Partnership (PPP) model under the Design, Build, Finance, Operate, and Transfer (DBFOT) framework. Funding will be divided between the private partner (50%), state or urban local body (25%), and central govt (25%), with additional support from Viability Gap Funding (VGF). The facility will feature modern boilers, turbines, and emission control systems to comply with pollution norms. Power generated will be sold under a Power Purchase Agreement (PPA), while residual ash will be reused in construction.

Fresh Waste Processing Summary Report of July 2025

BHUMI GREEN ENERGY LUCKNOW FRESH PLANT UNIT-01, 02 & 03																				
FRESH WASTE PLANT (SHEET NO-01)																				
MSW RECEIVE & PROCESS SHEET JULY-2025																				
RECEIVE & PROCESS								MOISTURE LOSS		PRODUCTION										
SRL NO.	DATE	TRIPS	RECEIVED MSW. MT	PROCESS MSW. UNIT 1 (IN M.T.)	PROCESS MSW UNIT 2 (IN M.T.)	PROCESS MSW UNIT 3 (IN M.T.)	TOTAL PROCESSES (IN M.T.)	MOISTURE & PROCESS LOSS (15%) (IN M.T.)	MSW AFTER MOISTURE LOSS (IN M.T.)	PRE-COMPOST (57.5%) (IN M.T.)	C & D (4%) (IN M.T.)	RDF (33%) (IN M.T.)	INERT (3%) (IN M.T.)	RECYCLABLE & COLONUT (2.5%) (IN M.T.)	C&D RECOVER & DISPATCH (IN M.T.)	TOTAL DISPATCH RDF (IN M.T.)	INERT	RECYCLABLE (IN M.T.)	REMARKS	
1	01/07/2025	193	198013	740	742	300	1062	297.02	160311	967.79	67.32	555.43	50.49	42.00	04.77	102.90	0.00	0.00		
2	02/07/2025	199	206512	690	770	410	1870	309.77	175535	1009.33	70.21	579.27	52.66	43.88	25.80	100.70	0.00	1.05		
3	03/07/2025	190	189880	700	670	600	1970	284.82	161398	928.04	64.56	532.61	48.42	40.35	0.00	111.10	0.00	1.06		
4	04/07/2025	178	178395	715	610	410	1735	267.59	151636	871.91	60.65	500.40	45.49	37.91	0.00	154.35	0.00	0.00		
5	05/07/2025	166	161902	708	710	380	1798	242.85	137617	791.30	55.05	454.14	41.29	34.40	9.42	306.95	0.00	0.00		
6	06/07/2025	201	196833	701	707	510	1918	295.25	167308	962.02	66.92	552.12	50.19	41.83	62.66	418.47	0.00	0.00		
7	07/07/2025	199	189718	740	745	530	2015	284.58	161260	927.25	64.50	532.16	48.38	40.32	72.98	404.96	0.00	0.00		
8	08/07/2025	210	195106	748	749	600	2097	292.76	165908	953.97	66.36	547.50	49.77	41.40	132.45	556.14	0.00	0.00		
9	09/07/2025	240	228709	740	730	610	2080	343.06	194403	1117.82	77.76	641.53	58.32	48.60	42.93	371.79	0.00	0.00		
10	10/07/2025	221	211875	742	735	620	2097	317.81	180094	1035.54	72.04	594.31	54.03	45.02	53.16	405.65	0.00	0.00		
11	11/07/2025	204	201694	748	700	605	2053	302.54	171440	985.78	68.58	565.75	51.43	42.86	31.17	266.09	0.00	0.00		
12	12/07/2025	198	200294	740	742	600	2082	300.44	170250	978.94	68.10	561.82	51.07	42.56	68.36	348.84	0.00	0.00		
13	13/07/2025	190	191728	700	680	550	1930	287.59	162969	937.07	65.19	537.80	48.89	40.74	105.94	306.45	0.00	0.99		
14	14/07/2025	182	179142	720	700	460	1880	268.71	152271	875.56	60.91	502.49	45.68	38.07	56.37	146.99	0.00	0.00		
15	15/07/2025	194	194757	710	690	530	1930	292.14	165543	951.87	66.22	546.29	49.66	41.39	164.65	455.95	0.00	0.00		
16	16/07/2025	182	182142	725	705	600	2030	273.21	154821	890.22	61.93	510.91	46.45	38.71	10.20	336.07	0.00	0.00		
17	17/07/2025	202	205084	700	690	570	1960	307.63	174321	1002.35	69.73	575.26	52.30	43.58	34.36	508.79	0.00	0.91		
18	18/07/2025	198	193758	710	700	580	1990	290.64	164694	946.99	65.88	543.49	49.41	41.17	14.89	458.78	0.00	0.00		
19	19/07/2025	206	198971	720	710	540	1970	298.46	169125	972.47	67.65	558.11	50.78	42.28	54.67	654.15	0.00	0.00		
20	20/07/2025	194	186052	705	670	510	1885	279.08	158144	909.33	63.26	521.88	47.44	39.54	39.95	610.86	0.00	1.04		
21	21/07/2025	173	165582	700	680	420	1800	248.37	140745	809.28	56.30	464.46	42.22	35.19	62.88	248.44	0.00	0.00		
22	22/07/2025	200	195594	705	680	470	1855	293.39	166255	955.97	66.50	548.64	49.88	41.56	84.64	230.43	0.00	0.00		
23	23/07/2025	192	189394	680	620	501	1801	284.09	160985	925.66	64.39	531.25	48.30	40.25	83.69	329.87	0.00	0.00		
24	24/07/2025	200	191440	710	640	550	1900	287.16	162724	935.66	65.09	536.99	48.82	40.68	141.17	305.32	0.00	0.00		
25	25/07/2025	200	190323	700	650	630	1980	297.48	160575	969.30	67.43	556.30	50.57	42.14	19.03	142.71	0.00	0.00		
26	26/07/2025	194	197139	720	660	590	1970	295.71	167568	963.52	67.03	552.97	50.27	41.89	0.00	713.52	0.00	0.00		
27	27/07/2025	200	194871	730	648	540	1918	292.31	165640	952.43	66.26	546.61	49.69	41.41	41.69	600.03	0.00	0.00		
28	28/07/2025	191	180131	720	650	468	1838	270.20	153111	880.39	61.24	505.27	45.93	38.28	10.65	457.73	0.00	0.00		
29	29/07/2025	194	192418	710	670	520	1900	288.63	163555	940.44	65.42	539.73	49.07	40.89	10.98	316.25	0.00	0.00		
30	30/07/2025	178	18241	700	650	490	1840	273.62	155049	891.53	62.02	511.66	46.51	38.76	31.10	352.99	0.00	0.00		
31	31/07/2025																			
				21477	20703	15774														
	TOTAL	5069	57779.47		57954		57954	8666.92	49112.55	28239.72	1964.50	16207.14	1473.30	1227.01	1553.51	10883.35	0.00	5.05		
	GRAND TOTAL	34365	318936.53		318314.14			47840.48	271096.05	152221.55	10843.84	83973.69	20938.24	3118.73	10299.84	7628.09	0.00	72.95		

Fresh Waste Processing Plant



**Windrows
formation**

Composting Unit



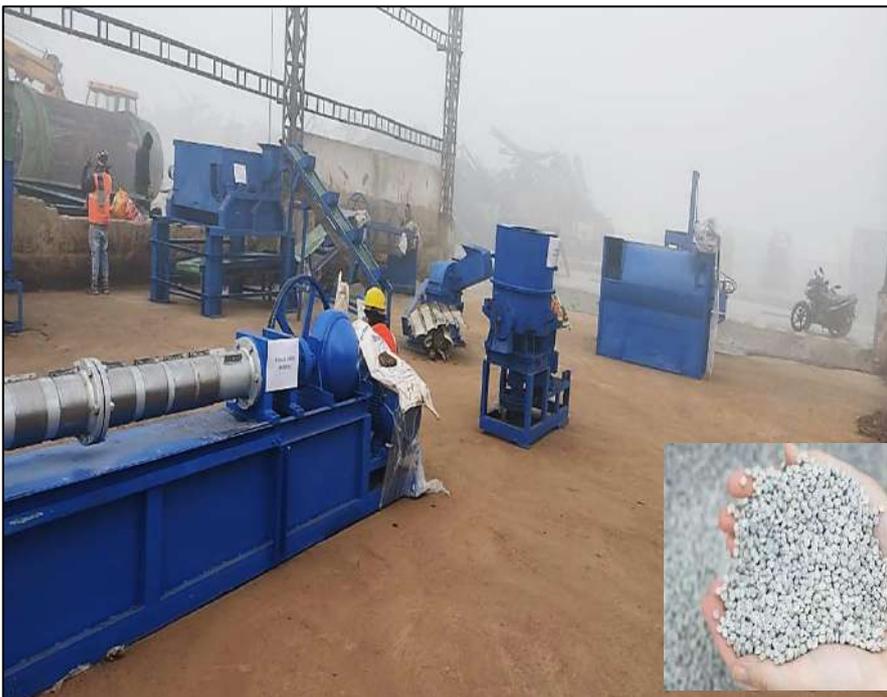
Compost Packaging

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





नगर निगम लखनऊ

प्रेषक, पर्यावरण अभियन्ता, नगर निगम, लखनऊ।	सेवा में, M/s BHUMI GREEN ENERGY, PUNE.
पत्र संख्या :-डी/663 /पर्या0अभि0/24	दिनांक :- 29 अक्टूबर, 2024

Letter of Intent (LOI)

विषय : Letter of Intent for selection of contractor for Supply, Installation, Commissioning of 1000 TPD Municipal Solid Waste extendable up to 2000TPD (Wet & Dry) processing plant at Shivari, Lucknow and its operation & maintenance for a period of minimum 03 years.

उपरोक्त विषयक कार्य हेतु दिनांक 10.09.2024 को आमंत्रित निविदा में दी गयी न्यूनतम दर रू0 988.00 प्रति मी0टन को आप द्वारा निविदा समिति के समक्ष रू0 943.00 प्रति मी0टन पर अपनी सहर्ष सहमति प्रदान की गयी है। जिसे नगर आयुक्त महोदय की अध्यक्षता वाली कमेटी द्वारा स्वीकार कर लिया गया है।

अतः उपरोक्त कार्य का अनुबन्ध रू0 100/- के जनरल स्टैम्प पेपर पर कराये जाने के साथ आर0एफ0पी0 में दिये गये प्राविधान के अनुसार एक वर्ष की अनुमानित धनराशि का 5% परफार्मेंन्स सिक्योरिटी रू0 2.60 करोड़ बैंक गारण्टी/एफ0डी0आर0 के रूप में जमा करते हुए 15 दिवस में अनुबन्ध कराया जाना सुनिश्चित करें।

भवदीय


पर्यावरण अभियन्ता
नगर निगम लखनऊ

प्रतिलिपि :

1. नगर आयुक्त महोदय को सादर सूचनार्थ।
2. अपर नगर आयुक्त महोदय को सादर सूचनार्थ।


पर्यावरण अभियन्ता
नगर निगम लखनऊ

437



Form - A2
JOINT DIRECTOR OF AGRICULTURE (FERTILIZER)
(DEPARTMENT OF AGRICULTURE, U.P.)
ACKNOWLEDGEMENT
See Clause 8(3)

1. License Number: JDA FERTILIZER/626/LKO/1

Received from M/ s BHUMI GREEN ENERGY, MSW PROCESSING PLANT, VILLAGE- SHIVRI, TEHSIL-SAROJINI NAGAR, DISTRICT-LUCKNOW, 226017 a complete Memorandum of Intimation alongwith Form 'O', fee of Rs. 2251 by Demand Draft bearing number F926020 dated 09/06/2025

2. This acknowledgement shall be deemed to be the letter of authorisation entitling the applicant to carry on the business as applied for, for a period of 5 years from the date of issue of this Memo of acknowledgement unless suspended or revoked by the competent authority.

DR ASHUTOSH
KUMAR
MISHRA

Digitally signed by
DR ASHUTOSH
KUMAR MISHRA
Date: 2025.06.09
19:37:00 +05'30'

(Authorised As Per Enclosed Form A1)
Issue Date : 09/06/2025
Valid Upto : 08/06/2030

Signature of Notified Authority
Joint Director of Agriculture (Fertilizer)
Uttar Pradesh

438

Form - A1

MEMORANDUM OF INTIMATION

[See Clause 8(2)]

Licence Number: JDA FERTILIZER/626/LKO/1

Issue Date: 09/06/2025

Valid Upto: 08/06/2030

1. Details of the Notified Authority to whom application is submitted.

- (a) Designation of Notified Authority: Joint Director of Agriculture (Fertilizer)
Uttar Pradesh
- (b) Place: Krishi Bhawan Lucknow
- (c) State of: Uttar Pradesh

2. Details of the applicant:

- Name of the applicant: SHAMBHURAJ RAVINDRA PAWAR
- Name of the Concern: BHUMI GREEN ENERGY
- Postal Address with telephone number: MSW PROCESSING PLANT, TEHSIL-SAROJINI NAGAR, DISTRICT-LUCKNOW, LUCKNOW, 226017
- Mob No: 9685087261

3. Place of Business:

- (i) For Sale: MSW PROCESSING PLANT, VILLAGE-SHIVRI, TEHSIL-SAROJINI NAGAR, DISTRICT-LUCKNOW, 226017
- (i) For Storage: MSW PROCESSING PLANT, VILLAGE-SHIVRI, TEHSIL-SAROJINI NAGAR, DISTRICT-LUCKNOW, 226017

4. Whether the application is for:

Manufacturer

5. Details of fertilizer and their source in form 'O':

S.No	Name of Fertilizer	Whether certificate of source in attached
01.	CITY COMPOST	NO

439

(Please tick mark whichever is applicable)

- I have deposited the registration fee of Rs. 2251 via Challan No. F926020 Dated 09/06/2025 in the bank/Treasury or enclose Demand Draft No. - Dated in favour of payable at - towards registration fees.
- Whether the intimation is for an authorization letter or a renewal thereof.(Note: In case the intimation is for renewal of authorization letter,the acknowledgment in Form A2 should be submitted for necessary endorsement thereon.)
- Any other relevant information
- I have read the terms and conditions of eligibility for submission of Memorandum of Intimation and undertake that the same will be complied by me and in token of the same.I have signed the same is enclosed herewith.

Date : 09/06/2025

Place : Krishi Bhawan Lucknow

Signature of Applicant

440

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

Office No. 205-206, Second Floor, Apex Tower- Amanora Mall, Magarpatta, Hapadsar Pune-411028
 Add -Flat no.703 Ashlyshya-B Saheedpath, Pallasio Mall Lucknow UP- 226002
 Plant Add:- Solid Waste Plant , Shiveri Pankheda
 Lucknow Uttar Pradesh - 226101 Mob. No. 9011100699 / 9685087261.
 GST NO.09AAQFB0097A1ZK

TAX INVOICE

TO,

INDIAN AGRO ORGANIC

ADDRESS:23/249 JEONI MANDI

AGRA-282004 (U.P.)

MOB-9837903741

EMAIL, : indianagroorganics@gmail.com

GST NO:- 09AJIPK1479J1ZS

Date:- 29.06.2025

INVOICE NO :- U10F-2526/92531

VEHICLE NO :- UP-83-AT-8607

ORDER DIRECT

Sr. No.	Description of Goods	HSN CODE	Weight In MT.	Rate(per MT.Ton)	GST	Total Amount
1	4 MM CITY COMPOST	3101	27.87	700.00		19509.00
Amount						19509.00
CGST 2.5%						487.73
SGST 2.5%						487.73
Total Amount						20484.45
Round +/-						-0.45
Total Net Amount						20484.00

TOTAL INVOICE VALUE (In Words) RS:- TWENTY THOUSAND FOUR HUNDRED EIGHTY FOUR RUPEES ONLY

No complaints regarding shortage in weight and quantity or damage will be entertained if not made immediately on receipt of the goods.

* Received the above mentioned goods in good condition.

RECEIVER SIGN.

FOR BHUMI GREEN ENERGY



AUTHORIZED SIGNATORY

MUNICIPAL CORPORATION
RUPN GREEN ENERGY
SWM PLANT SHIVRI LUCKNOW(WB-2)

442

10752

VEHICLE NO : UP83AT8607
MATERIAL : COMPOST
BA/INO No

GROSS Wt: 39050 kg
TARE Wt: 11180 kg
NET Wt: 27870 kg

Date: 29/06/2025 Time: 11:41
Date: 29/06/2025 Time: 08:26

Charges(1): Rs. 0

TWO SEVEN EIGHT SEVEN ZERO kg

OPERATOR'S SIGNATURE:



STORE SIGNATURE:

e-443 Bill



E-Way Bill No:	4715 8662 4861
E-Way Bill Date:	29/06/2025 12:12 PM
Generated By:	09AAQ FB009 7A1ZK - BHUMI GREEN ENERGY ENVIROCARE LLP
Valid From:	29/06/2025 12:12 PM [337Kms]
Valid Until:	01/07/2025

Part - A

GSTIN of Supplier	09AAQFB0097A1ZK, BHUMI GREEN ENERGY ENVIROCARE LLP
Place of Dispatch	Lucknow, UTTAR PRADESH-226002
GSTIN of Recipient	09AJI PK147 9J1ZS, INDIAN AGRO ORGANICS
Place of Delivery	AGRA, UTTAR PRADESH-282004
Document No.	U10F-2526/92531
Document Date	29/06/2025
Transaction Type:	Regular
Value of Goods	20484
HSN Code	310100 - 4 MM CITY COMPOST
Reason for Transportation	Outward - Supply
Transporter	

Part - B

Mode	Vehicle / Trans Doc No & Dt.	From	Entered Date	Entered By	CEWB No. (If any)	Multi Veh.Info (If any)
Road	UP83AT8607	Lucknow	29/06/2025 12:12 PM	09AAQFB0097A1ZK	-	-



471586624861

Note: If any discrepancy in information please try after sometime.

BHUMI GREEN ENERGY

Office No. 205-206, Second Floor, Apex Tower- Amanora Mall, Magarpatta, Hapadsar Pune-411028
 Add -Flat no.703 Ashlyshya-B Saheedpath, Palladio Mall Lucknow UP- 226002
 Plant Add:- Solid Waste Plant , Shiveri Pankheda
 Lucknow Uttar Pradesh - 226101 Mob. No. 9011100699 / 9685087261.
 GST NO.09AAQFB0097A1ZK

TAX INVOICE

TO,
 INDIAN AGRO ORGANIC
 ADDRESS:23/249 JEONI MANDI
 AGRA-282004 (U.P.)
 MOB-9837903741
 EMAIL, : indianagroorganics@gmail.com
 GST NO:- 09AJIPK1479J1ZS

Date:- 30.06.2025

INVOICE NO :- U10F-2526/92533

VEHICLE NO :- UP-83-DT-3448

ORDER DIRECT

Sr. No.	Description of Goods	HSN CODE	Weight In MT.	Rate(per MT.Ton)	GST	Total Amount
1	4 MM CITY COMPOST	3101	28.53	700.00		19971.00
Amount						19971.00
CGST 2.5%						499.28
SGST 2.5%						499.28
Total Amount						20969.55
Round +/-						0.45
Total Net Amount						20970.00

TOTAL INVOICE VALUE (in Words) RS:- TWENTY THOUSAND NINE HUNDRED SEVENTY RUPEES ONLY

No complaints regarding shortage in weight and quantity or damage will be entertained if not made immediately on receipt of the goods.

* Received the above mentioned goods in good condition.

RECEIVER SIGN.

FOR BHUMI-GREEN ENERGY



LUCKNOW MUNICIPAL CORPORATION

BHUMI ENERGY
SWM PLANT SHIVRI LUCKNOW(MB-2)

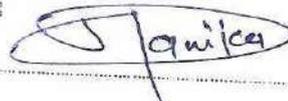
445

A9

RST NO	:	10789	VEHICLE NO	:	UP83DT3448
CUSTOMER	:		MATERIAL	:	COMPOST
SUPPLIER	:		CH/INV NO	:	

GROSS Wt:	39430	kg	Date:	30/06/2025	Time:	16:06
TARE Wt:	10900	kg	Date:	30/06/2025	Time:	09:25
NET Wt:	28530	kg	TWO EIGHT FIVE THREE ZERO kg			

Charges(1): Rs. 0

OPERATOR'S SIGNATURE: 

STORE SIGNATURE:

e-Way Bill



E-Way Bill No:	4415 8714 7298
E-Way Bill Date:	30/06/2025 04:49 PM
Generated By:	09AAQ FB009 7A1ZK - BHUMI GREEN ENERGY ENVIROCARE LLP
Valid From:	30/06/2025 04:49 PM [337Kms]
Valid Until:	02/07/2025

Part - A

GSTIN of Supplier	09AAQFB0097A1ZK, BHUMI GREEN ENERGY ENVIROCARE LLP
Place of Dispatch	Lucknow, UTTAR PRADESH-226002
GSTIN of Recipient	09AJI PK147 9J1ZS , INDIAN AGRO ORGANICS
Place of Delivery	AGRA, UTTAR PRADESH-282004
Document No.	U10F-2526/92533
Document Date	30/06/2025
Transaction Type:	Regular
Value of Goods	20970
HSN Code	310100 -
Reason for Transportation	Outward - Supply
Transporter	

Part - B

Mode	Vehicle / Trans Doc No & Dt.	From	Entered Date	Entered By	CEWB No. (If any)	Multi Veh.Info (If any)
Road	UP83DT3448	Lucknow	30/06/2025 04:49 PM	09AAQFB0097A1ZK	-	-



441587147298

Note*: If any discrepancy in information please try after sometime.

BHUMI GREEN ENERGY

Office No. 205-206, Second Floor, Apex Tower- Amanora Mall, Magarpatta, Hapadsar Pune-411028
 Add -Flat no.703 Ashlyshya-B Saheedpath, Pallasio Mall Lucknow UP- 226002
 Plant Add:- Solid Waste Plant , Shiveri Pankheda
 Lucknow Uttar Pradesh - 226101 Mob. No. 9011100699 / 9685087261.
 GST NO.09AAQFB0097A1ZK

TAX INVOICE

TO,

INDIAN AGRO ORGANIC

ADDRESS:23/249 JEONI MANDI

AGRA-282004 (U.P.)

MOB-9837903741

EMAIL, : indianagroorganics@gmail.com

GST NO:- 09AJIPK1479J1ZS

Date:- 11.07.2025

INVOICE NO :- U10F-2526/92545

VEHICLE NO :- RJ-11-GB-8553

ORDER DIRECT

Sr. No.	Description of Goods	HSN CODE	Weight In MT.	Rate(per MT.Ton)	GST	Total Amount
1	4 MM CITY COMPOST	3101	27.53	700.00		19271.00
Amount						19271.00
CGST 2.5%						481.78
SGST 2.5%						481.78
Total Amount						20234.55
Round +/-						0.45
Total Net Amount						20235.00

TOTAL INVOICE VALUE (In Words) RS:- TWENTY THOUSAND TWO HUNDRED THIRTY FIVE RUPEES ONLY

No complaints regarding shortage in weight and quantity or damage will be entertained if not made immediately on receipt of the goods.

* Received the above mentioned goods in good condition.

RECEIVER SIGN.



LUCKNOW MUNICIPAL CORPORATION

448

BHUMI GREEN ENERGY

SWM PLANT SHIVRI LUCKNOW(WB-2)

RST NO : 11359

VEHICLE NO : RJ11GB8553

CUSTOMER :

MATERIAL : 4MM COMPOST

SUPPLIER :

CM/INV NO :

GROSS Wt: 38430 kg

Date:11/07/2025 Time:11:12

TARE Wt: 10900 kg

Date:11/07/2025 Time:09:27

NET Wt: 27530 kg

TWO SEVEN FIVE THREE ZERO kg

Charges(1) Re. 0

OPERATOR'S SIGNATURE:



STORE SIGNATURE:

449

e-Way Bill



E-Way Bill No:	4615 9181 0647
E-Way Bill Date:	11/07/2025 12:16 PM
Generated By:	09AAQ FB009 7A1ZK - BHUMI GREEN ENERGY ENVIROCARE LLP
Valid From:	11/07/2025 12:16 PM [337Kms]
Valid Until:	13/07/2025

Part - A

GSTIN of Supplier	09AAQFB0097A1ZK,BHUMI GREEN ENERGY ENVIROCARE LLP
Place of Dispatch	Lucknow,UTTAR PRADESH-226002
GSTIN of Recipient	09AJI PK147 9J1ZS ,INDIAN AGRO ORGANICS
Place of Delivery	AGRA,UTTAR PRADESH-282004
Document No.	U10F-2526/92545
Document Date	11/07/2025
Transaction Type:	Regular
Value of Goods	20235
HSN Code	310100 - 4 MM CITY COMPOST
Reason for Transportation	Outward - Supply
Transporter	

Part - B

Mode	Vehicle / Trans Doc No & Dt.	From	Entered Date	Entered By	CEWB No. (If any)	Multi Veh.Info (If any)
Road	RJ11GB8553	Lucknow	11/07/2025 12:16 PM	09AAQFB0097A1ZK	-	-



461591810647

Note: If any discrepancy in information please try after sometime.

BHUMI GREEN ENERGY

Office No. 205-206, Second Floor, Apex Tower- Amanora Mall, Magarpatta, Hapadsar Pune-411028
 Add -Flat no.703 Ashlyshya-B Saheedpath, Pallasio Mall Lucknow UP- 226002
 Plant Add:- Solid Waste Plant , Shiveri Pankheda
 Lucknow Uttar Pradesh - 226101 Mob. No. 9011100699 / 9685087261.
 GST NO.09AAQFB0097A1ZK

TAX INVOICE

TO,
 INDIAN AGRO ORGANIC
 ADDRESS:23/249 JEONI MANDI
 AGRA-282004 (U.P.)
 MOB-9837903741
 EMAIL, : indianagroorganics@gmail.com
 GST NO:- 09AJPK1479J1ZS

Date:- 11.07.2025
 INVOICE NO :- U10F-2526/92546
 VEHICLE NO :- UP-83-BT-4448
 ORDER DIRECT

Sr. No.	Description of Goods	HSN CODE	Weight in MT.	Rate(per MT.Ton)	GST	Total Amount
1	4 MM CITY COMPOST	3101	26.09	700.00		18263.00
Amount						18263.00
CGST 2.5%						456.58
SGST 2.5%						456.58
Total Amount						19176.15
Round +/-						-0.15
Total Net Amount						19176.00

TOTAL INVOICE VALUE (In Words) RS:- NINETEEN THOUSAND ONE HUNDRED SEVENTY SIX RUPEES ONLY

No complaints regarding shortage in weight and quantity or damage will be entertained if not made immediately on receipt of the goods.

* Received the above mentioned goods in good condition.

RECEIVER SIGN.



Aggra

LUCKNOW MUNICIPAL CORPORATION

451

SHUMI GREEN ENERGY
SWM PLANT SHIVRI LUCKNOW(WB-2)

EST NO : 11358
CUSTOMER :
SUPPLIER :

VEHICLE NO : UP83BT4448
MATERIAL : 4MM COMPOST
CH/INV NO :

GROSS WT: 37490 kg Date:11/07/2025 Time:11:27
TARE WT: 11400 kg Date:11/07/2025 Time:08:45
NET WT: 26090 kg TWO SIX ZERO NINE ZERO kg

Charges For Rs. 0

OPERATOR'S SIGNATURE:



STORE SIGNATURE:

452
e-Way Bill

E-Way Bill No:	4115 9181 2987
E-Way Bill Date:	11/07/2025 12:20 PM
Generated By:	09AAQ FB009 7A1ZK - BHUMI GREEN ENERGY ENVIROCARE LLP
Valid From:	11/07/2025 12:20 PM [337Kms]
Valid Until:	13/07/2025

Part - A

GSTIN of Supplier	09AAQFB0097A1ZK,BHUMI GREEN ENERGY ENVIROCARE LLP
Place of Dispatch	Lucknow,UTTAR PRADESH-226002
GSTIN of Recipient	09AJI PK147 9J1ZS ,INDIAN AGRO ORGANICS
Place of Delivery	AGRA,UTTAR PRADESH-282004
Document No.	U10F-2526/92546
Document Date	11/07/2025
Transaction Type:	Regular
Value of Goods	19176
HSN Code	310100 - 4 MM CITY COMPOST
Reason for Transportation	Outward - Supply
Transporter	

Part - B

Mode	Vehicle / Trans Doc No & Dt.	From	Entered Date	Entered By	CEWB No. (If any)	Multi Veh.Info (If any)
Road	UP83BT4448	Lucknow	11/07/2025 12:20 PM	09AAQFB0097A1ZK	-	-



411591812987

Note* If any discrepancy in information please try after sometime.

BHUMI GREEN ENERGY						
 <p>Office No. 205-206, Second Floor, Apex Tower- Amanora Mall, Magarpatta, Hapadsar Pune-411028 Add -Flat no.703 Ashlyshya-B Saheedpath, Pallasio Mall Lucknow UP- 226002 Plant Add:- Solid Waste Plant , Shiveri Pankheda Lucknow Uttar Pradesh - 226101 Mob. No. 9011100699 / 9685087261. GST NO.09AAQFB0097A1ZK</p>						
TAX INVOICE						
TO, INDIAN AGRO ORGANIC ADDRESS:23/249 JEONI MANDI AGRA-282004 (U.P.) MOB-9837903741 EMAIL, : indianagroorganics@gmail.com GST NO:- 09AJIPK1479J1ZS				Date:- 17.07.2025 INVOICE NO :- U10F-2526/92549 VEHICLE NO :- UP-83-BT-4448 ORDER DIRECT		
Sr. No.	Description of Goods	HSN CODE	Weight In MT.	Rate(per MT.Ton)	GST	Total Amount
1	4 MM CITY COMPOST	3101	27.10	700.00		18970.00
Amount						18970.00
CGST 2.5%						474.25
SGST 2.5%						474.25
Total Amount						19918.50
Round +/-						0.50
Total Net Amount						19919.00
TOTAL INVOICE VALUE (In Words) RS:- NINETEEN THOUSAND NINE HUNDRED NINETEEN RUPEES ONLY						
No complaints regarding shortage in weight and quantity or damage will be entertained if not made immediately on receipt of the goods.						
* Received the above mentioned goods in good condition.						

RECEIVER SIGN.

FOR BHUMI GREEN ENERGY


 AUTHORIZED SIGNATORY

e-Way Bill



E-Way Bill No:	4115 9442 5373					
E-Way Bill Date:	17/07/2025 05:00 PM					
Generated By:	09AAQ FB009 7A1ZK - BHUMI GREEN ENERGY ENVIROCARE LLP					
Valid From:	17/07/2025 05:00 PM [337Kms]					
Valid Until:	19/07/2025					
Part - A						
GSTIN of Supplier	09AAQFB0097A1ZK,BHUMI GREEN ENERGY ENVIROCARE LLP					
Place of Dispatch	Lucknow,UTTAR PRADESH-226002					
GSTIN of Recipient	09AJI PK147 9J1ZS ,INDIAN AGRO ORGANICS					
Place of Delivery	AGRA,UTTAR PRADESH-282004					
Document No.	U10F2526/92549					
Document Date	17/07/2025					
Transaction Type:	Regular					
Value of Goods	19919					
HSN Code	310100 - 4 MM CITY COMPOST					
Reason for Transportation	Outward - Supply					
Transporter						
Part - B						
Mode	Vehicle / Trans Doc No & Dt.	From	Entered Date	Entered By	CEWB No. (If any)	Multi Veh.Info (If any)
Road	UP83BT4448	Lucknow	17/07/2025 05:00 PM	09AAQFB0097A1ZK	-	-
 411594425373						
Note*: If any discrepancy in information please try after somotimo.						

BHUMI GREEN ENERGY

Office No. 205-206, Second Floor, Apex Tower- Amanora Mall, Magarpatta, Hapadsar Pune-411028
 Add -Flat no.703 Ashlyshya-B Saheedpath, Pallasio Mall Lucknow UP- 226002
 Plant Add:- Solid Waste Plant , Shiveri Pankheda
 Lucknow Uttar Pradesh - 226101 Mob. No. 9011100699 / 9685087261.
 GST NO.09AAQFB0097A1ZK

TAX INVOICE

TO,

INDIAN AGRO ORGANIC

ADDRESS:23/249 JEONI MANDI
 AGRA-282004 (U.P.)
 MOB-9837903741
 EMAIL, : indianagroorganics@gmail.com

GST NO:- 09AJIPK1479J1ZS

Date:- 17.07.2025

INVOICE NO :- U10F-2526/92550

VEHICLE NO :- UP-61-T-9611

ORDER DIRECT

Sr. No.	Description of Goods	HSN CODE	Weight In MT.	Rate(per MT.Ton)	GST	Total Amount
1	4 MM CITY COMPOST	3101	31.46	700.00		22022.00
Amount						22022.00
CGST 2.5%						550.55
SGST 2.5%						550.55
Total Amount						23123.10
Round +/-						-0.10
Total Net Amount						23123.00

TOTAL INVOICE VALUE (In Words) RS:- TWENTY THREE THOUSAND ONE HUNDRED TWENTY THREE RUPEES ONLY

No complaints regarding shortage in weight and quantity or damage will be entertained if not made immediately on receipt of the goods.

* Received the above mentioned goods in good condition.

RECEIVER SIGN.

FOR BHUMI GREEN ENERGY



AUTHORIZED SIGNATORY

Indian organic

Regd

LUCKNOW MUNICIPAL CORPORATION
BHUMI GREEN ENERGY
SWM PLANT SHIVRI LUCKNOW (WB-2)

RST NO : 11568 VEHICLE NO : UP61T9611
CUSTOMER : MATERIAL : 4MM COMPOST
SUPPLIER : CH/INV NO :

GROSS WT: 45310 kg Date: 17/07/2025 Time: 15:23
TARE WT: 13850 kg Date: 17/07/2025 Time: 12:22
NET WT: 31460 kg THREE ONE FOUR SIX ZERO kg

Charges(1): Rs. 0
OPERATOR'S SIGNATURE:



STORE SIGNATURE:

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e-Way Bill



E-Way Bill No:	4415 9442 6560
E-Way Bill Date:	17/07/2025 05:02 PM
Generated By:	09AAQ FB009 7A1ZK - BHUMI GREEN ENERGY ENVIROCARE LLP
Valid From:	17/07/2025 05:02 PM [337Kms]
Valid Until:	19/07/2025

Part - A

GSTIN of Supplier	09AAQFB0097A1ZK,BHUMI GREEN ENERGY ENVIROCARE LLP
Place of Dispatch	Lucknow,UTTAR PRADESH-226002
GSTIN of Recipient	09AJI PK147 9J1ZS ,INDIAN AGRO ORGANICS
Place of Delivery	AGRA,UTTAR PRADESH-282004
Document No.	U10F2526/92550
Document Date	17/07/2025
Transaction Type:	Regular
Value of Goods	23123
HSN Code	310100 - 4 MM CITY COMPOST
Reason for Transportation	Outward - Supply
Transporter	

Part - B

Mode	Vehicle / Trans Doc No & Dt.	From	Entered Date	Entered By	CEWB No. (If any)	Multi Veh.Info (If any)
Road	UP61T9611	Lucknow	17/07/2025 05:02 PM	09AAQFB0097A1ZK	-	-



441594426560

Note*: If any discrepancy in information please try after sometime.



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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) :

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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.

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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
10:20:02 +05'30'



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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 फेकने के पूर्व सोचें, ये किसी का संसाधन तो नहीं ...?
- अनुपयोगी इलेक्ट्रिक / इलेक्ट्रॉनिक उत्पाद को कचरे में फेकने 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 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 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
- ट्रैफिक लाइट/रेलवे क्रॉसिंग पर कार/स्कूटर के इंजन बंद करने मात्र से 22.5 विलियन 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 |



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

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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
-------	------------	-----------

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

Emmission Quality Standards

S No.	Stack no	Parameters	Standards
-------	----------	------------	-----------

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 in 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 then 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 shall 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.

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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.**



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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 फेकने के पूर्व सोचें, ये किसी का संसाधन तो नहीं ...?
- अनुपयोगी इलेक्ट्रिक / इलेक्ट्रॉनिक उत्पाद को कचरे में फेकने 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 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 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
- ट्रैफिक लाइट/रेलवे क्रॉसिंग पर कार/स्कूटर के इंजन बंद करने मात्र से 22.5 विलियन 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 |

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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



Date: 12.12.2024

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
Raipur & Kumbhari (Uttar Pradesh) : Collectively, processing 1.75 lac tons of Press Mud annually

Amc (CBG)

12/12/24

EverEnviro

श्री नरेंद्र मोदी

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 & machineries, production of CBG with more than 96% methane content & production of FOM/LFOM 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: SA Building, 2nd Floor, DLF Cyber City, Phase 3, Sector 24, Gurgaon, Haryana - 122002. DIN: U57500MH2019PTC330211



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

For 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 2026

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)

EverEnviro Resource Management Private Limited Corporate Office: SA Building, 2nd Floor, DLF Cyber City, Phase 3, Sector 24, Gurgaon, Haryana - 122002. DIN: U57500MH2019PTC330211

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 मंडियों से निकलने वाले कचरे की समस्या अगले साल खत्म हो जाएगी। इसके लिए बायो सीएनजी प्लांट लगाया जाएगा। पीपीपी पर लगने वाले प्लांट के लिए नगर निगम ने सरोजनीनगर क्षेत्र में निजी 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। स्रोत : 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।



INDIA NON JUDICIAL
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Government of Uttar Pradesh



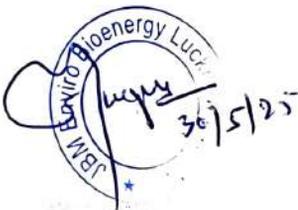
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Certificate No. : IN-UP64203428853839X
 Certificate Issued Date : 29-May-2025 06:14 PM
 Account Reference : NEWIMPACC (SV)/ up14550604/ LUCKNOW SADAR/ UP-LKN
 Unique Doc. Reference : SUBIN-UPUP1455060425908061758138X
 Purchased by : JBM ENVIRO BIOENERGY LUCKNOW PVT LIMITED
 Description of Document : Article 35 Lease
 Property Description : Not Applicable
 Consideration Price (Rs.) :
 First Party : JBM ENVIRO BIOENERGY LUCKNOW PVT LIMITED
 Second Party : LUCKNOW NAGAR NIGAM
 Stamp Duty Paid By : JBM ENVIRO BIOENERGY LUCKNOW PVT LIMITED
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



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Handwritten signature and date 30/5/2025

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LNN LAND LEASE DEED

This LAND LEASE DEED made on this ~~30~~-----day of ~~MAY~~-----2025 ("Effective Date"),

by and between:

Lucknow Nagar Nigam, having its registered office at Triloknath Road, Lalbagh, Lucknow, Uttar Pradesh-226001 (hereinafter referred to as "LNN/ Lessor", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors) of the FIRST PART, through its Prabhari Adhikari Sampatti;

AND

JBM ENVIRO BIOENERGY LUCKNOW PVT. LTD.,, a company incorporated under the Companies Act 2013, and having its registered office at Plot 9, Institutional Area, Sector-44, Gurgaon, Haryana (hereinafter referred to "JBM/ Lessee", which expression shall unless repugnant to the context or meaning thereof, mean and include its associate / group companies. successors and assigns) of the OTHER PART, through its General Manager. Lessor and Lessee are hereinafter referred APindividually as the "Party" and collectively as the "Parties" respectively.

RECITAL:

WHEREAS:

- A. LNN is the Municipal Corporation for Lucknow City in the State of Uttar Pradesh and is responsible for providing municipal and civic services which include the collection, transportation, processing and disposal of Solid Waste generated under municipal service area of Lucknow.
- B. LNN had invited proposals from eligible bidders vide Request for Proposal dated 25.04.2022 ("RFP") to setup Bio-Methanation plant to process minimum 150 TPD of cattle Dung and Vegetable Mandi Waste for producing CBG and organic fertilizer Design, Build, Finance, Operate, Transfer ("DBFOT") basis under Public-Private("PPP")
- C. In response to the RFP, JBM Environment Management Pvt. Ltd. submitted its proposal and was issued Letter of Award dated 19.05.2022 to implement the



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Project. Concession Agreement was signed between LNN and JBM Environment Management Pvt. Ltd. on 01.03.2023.

- D. JBM Environment Management Pvt. Ltd., submitted a letter dated 07.11.2022 for assigning the project to its Special Purpose Vehicle (SPV) "JBM ENVIRO BIOENERGY LUCKNOW PVT. LTD." to execute the same.
- E. LNN accepted the request and has agreed to execute this lease in favor of "JBM" vide internal note dated 22.07.23 and approved by municipal commissioner on 27.07.23
- F. LNN, has in the concession, committed to Lease 7.5 acre of land for this project.
- G. The Parties acknowledge and agree that JBM may form an Joint Venture (JV) for implementation of the Project. The rights and obligations of the "JBM ENVIRO BIOENERGY LUCKNOW PVT. LTD." under the Concession Agreement and this Agreement shall be transferred to the said JV.
- H. For due implementation of the Project and to discharge the obligations under the Concession Agreement, the Lessor in accordance with the Clause 4.2 of the Concession Agreement shall, hand over the Project Site to the Lessee for executing the project.
- I. Land" in this agreement means 7.5 acres of Land provided by LNN at "Khasra no-806 CHA Village Amausi, Tehsil: Sarojini Nagar, District: Lucknow"
- J. Details of area and coordinates of Khasra along with the map is stated in Annexure-1, which forms an integral part of this agreement.
- K. "Demised Premises" in this agreement shall mean 7.5 Acres of levelled land free from encumbrances and any legacy waste to be provided by LNN to the Lessee
- L. "Project Site" in this agreement shall collectively mean the Project Land and the access & approach roads to be provided by LNN to the Lessee, free from Encumbrances and ATTESTED legacy waste for implementation of the Project.
- M. "Project Assets" in this agreement shall mean the machinery, equipment and bought and/ or installed at the Project site by JBM for execution, operation and future expansion of the project

The Parties are now entering into this Land Lease Deed ("Deed") to record the terms, conditions and covenants governing the implementation of the Project.

NOW THIS INDENTURE OF LEASE WITNESSETH AS FOLLOWS:

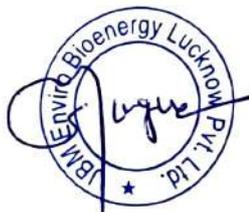
1. This Deed shall be co-terminus with the Concession Agreement and is to be read, for any interpretation; together with the provisions of the Concession



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Agreement. This Deed shall be governed by the terms and conditions of the Concession Agreement.

2. All capitalised terms that are used but not defined in this Deed shall have the same meaning as given to them in the Concession Agreement.
3. In consideration of the Lessee undertaking to implement the Project in accordance with the provisions of the Concession Agreement and undertaking to pay the Lease Payment stipulated in the Clause 4; the Lessor hereby demises to the Lessee, all the land (together with any physical structures existing thereon) which is described, delineated and shown in the Annexure-1 of this Land Lease Deed hereto (the "Demised Premises"), to hold the said Demised Premises, without interruption or interference together with the full and free right and liberty of way and passage and other rights in relation thereto, for as long as the Concession Agreement does not lapse due to expiry of its term or is not terminated earlier in accordance with the provisions thereof. The Term of this Agreement shall be co-terminus with the Concession Agreement. The Lessor hereby agrees and authorizes the construction, operation and maintenance of each of the Project facilities on the Demised Premises accordance with the terms of the Concession Agreement. The Lessor acknowledges that the Lessee and its contractors/sub-contractors will construct and operate and maintain the Project and they have the right to enter upon the Demised Premises.
4. In consideration of the handover of the Demised Premises under this Deed, the Lessor shall from the date of Commercial Date of Operation (COD), receive a fixed Lease Payment payable per annum on or before the 10th day of the first month in each accounting year for the entire duration of the contract i.e. 20 years starting from date of COD. The lease rent for the year of COD shall be paid on pro rata basis for that accounting year, within 10 days of date of COD. Similarly in the last year of concession, the lease rent shall be paid on pro rata basis for that accounting year. The land is leased out for setting up Project at Amausi, Lucknow (Annexure A) (that is owned by LNN) at an annual lease rent of **Rs.11,00,000/-** (Rupees Eleven Lakh only) for the entire 7.5 acres of land. The lease rent shall remain fixed for first three years after COD and thereafter increase by 5% per year from previous year. ("**Lease Payment**").
5. The Demised Premises are being vested with the Lessee, under this Deed, levelled land is free from all Encumbrances and obstructions and agreed to be taken over in accordance with the terms of the Concession Agreement, whether legal or physical in nature. At any time during the term of this Agreement if the Lessee discovers any Encumbrances under the Demised premises affecting its



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rights in relation to the execution of the Project, it shall notify the Lessor, which shall, within fifteen (15) days from the receipt of the notice, either remove or cause to be removed such Encumbrances at its own cost. In the event that the Lessor fails to remove such Encumbrances within fifteen (15) days from the notice thereof, the Lessee may remove or cause to be removed such Encumbrance and the costs and expenses or consequential liabilities incurred in respect thereof shall be reimbursed to the Lessee by the Lessor or lessor may adjust the same through annual lease rent payable to the Lessor or adjust it from the royalty payable to the Lessor.

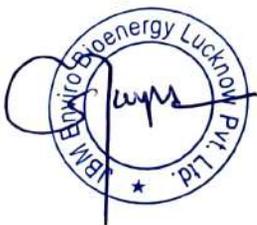
6. The Demised Premises are being vested with the Lessee, under this Deed only for the purposes of the Project including for the purposes of DFBOT the Bio-CNG Bio-CNG plant, which the Lessor is desirous of being constructed, operated and maintained on the Demised Premises for the purposes of enabling the processing and disposal of Source Segregated Organic Fraction of Solid Waste in accordance with the Concession Agreement. The Lessor hereby authorizes and consents to the receipt of consignments of organic fraction of Solid Waste, the storage and processing of organic waste to Bio CNG, construction of Bio CNG dispensing station & installation of solar panels for generation of green power inside the Demised Premises and disposal of residual of organic waste outside the Demised Premises.
7. The Lessor hereby authorizes the Lessee and its contractors and sub-contractors, to construct, erect, own, operate and maintain any superstructures, facility or any movable or immovable structures comprising each of the Project facilities on the Demised Premises and for that purpose also remove, renovate, use or demolish any structures that may be existing on the Demised Premises as of the date of this Agreement. The Lessee hereby agrees that the construction, operations and maintenance of the Project facility at the Demised Premises and the receipt, storage and processing of organic waste at the Demised Premises, being undertaken pursuant to the Concession Agreement granted by it and for the purposes of enabling LNN to discharge their functions of managing, cattle dung and vegetable waste "generated at Kanha Upvan and vegetable mandis respectively.
8. According to the Concession Agreement, the Lessee shall have the right to vest with the Lenders the power to take over the control, possession and all rights and interests in relation to the charge of the project assets & facilities installed and not against leased land at Demised Premises upon an event of default.



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9. The Lessor irrevocably and unconditionally agrees and acknowledges that the Lessee authorized and permitted to take loan from any banking or financial institution against the project assets/ machinery to be installed and not against Land (without creating any charge or Encumbrance on the Demised Premises) by creating the mortgage / assignment /creating security interest in the Project asset and not against leased land over all of the Lessee's right, title and interest in the Demised Premises and can reassign Lessee's rights subjected only to project asset without creating any charge or Encumbrance over the leased land, in favour of its lenders including their trustees, representatives, successors, transferees, appointees and assigns (the "Lenders") or any other third-party without any prior consent of or intimation to the Lessor. However, the ownership rights of Lessor over the Demised Premises shall remain unaffected.
10. The Lessor hereby covenants and assures the Lessee that:
- a) All the land comprising the Project Site is permitted and duly authorized and earmarked for purposes of establishment, construction, operation and maintenance of of the Bio-CNG plant and the Project facilities;
 - b) The Project Site is levelled and free from any encroachment, obstruction or Encumbrances whatsoever and is not subject to any acquisition or other legal proceedings by authority, body or government nor is any claim of any third party subsisting in respect thereof or relating thereto;
 - c) It shall provide the approach road, power supply, water supply, street light, drainage, sewer line up to the Demised Premises to the Lessee;
 - d) Lessor is the lawful owner of the lands constituting the Demised Premises and it shall, in that capacity, defend or satisfy all actions or claims against the use of the Demised Premises for the Project;
 - e) Subject to Clause 4, it shall not increase the Lease Payment due and payable by the Lessee under the provisions of this Deed;
 - f) It shall not interfere with or impede in any manner or otherwise limit, restrict or impose any conditions or restrictions on the complete, free and full enjoyment and use of the Demised Premises and all rights in relation thereto, including the creation of security interest in favour of the Lenders in accordance with the provisions of the Concession Agreement (without creating any charge or Encumbrance on the leased land):
 - g) Subject to terms of the Concession Agreement, it shall not interfere in or impede in any manner or otherwise limit, restrict or impose conditions in relation:
 - (i) to the construction, operation and maintenance of the Project:



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- (ii) the implementation of the Project by the Lessee and
- (iii) the possession, control and use by the Lessee of the Demised Premises and the plant;
- (iv)
- h) It shall enter into appropriate further documentation or additional writings as the Lessee or the Lenders may reasonably require to give effect to the provisions of this Agreement and the financing agreements;
- i) There is no litigation, claim, demand or any proceedings (whether administrative, legal or quasi-judicial) pending in respect of the Demised Premises or its use for the purposes of managing, processing and disposing cattle dung, vegetable mandi waste or any other feedstocks arranged by JBM for processing in the plant.
- j) The Lessee shall have complete, lawful and uninterrupted, possession, control and use of the Demised Premises as per the Land Lease Deed (without creating any charge Encumbrance on the leased land); and
- k) Additional land may be allotted to the Lessor on mutual consent of both Parties considering expansion of the capacity of the Project in future.

11. The Lessee hereby covenants with the Lessor as follow:

- a) that it shall implement the Project in accordance with the Concession Agreement; and
- b) that it shall observe and perform all terms; covenants, conditions and stipulations of this Agreement.

12. The Lessor has lawful title, possession and control of all the lands constituting the Project Site and has the requisite right to lease the same to Lessee for the Term for the purposes of the Project on the terms and conditions of this Agreement and further that Lessee shall have full, free and uninterrupted peaceful vacant possession, enjoyment/ occupation and use of the Demised Premises throughout the Concession Period, without any obstruction interference or disturbance or claim whatsoever from the Lessor or from any person claiming through under or in trust for Lessor or from any third person whomsoever. Lessor shall keep Lessee fully indemnified and harmless against any claims or demands from any Person claiming right, title or interest to or in the Demised Premises or any part thereof or challenging the validity of the usage of the Demised Premises for the Project or challenging the validity of this Deed, as also against any actions, proceedings, damages, losses and expenses caused to Lessee as a result or in consequence of any such claims or demands as aforesaid.



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13. The Lessor hereby assures and represents to the Lessee that the vesting of the Demised Premises under this Deed shall be irrevocable for as long as the Concession Agreement remains in force and the Lessor shall not terminate or seek to terminate this Agreement except upon the expiry or early Termination of the Concession Agreement (Clause 11.3 of concession agreement). The Parties hereby agree that on the expiry or Termination of the Concession Agreement, the Demised Premises (without creating any charge or Encumbrance on the leased land) shall be handed back to the Lessor in accordance with the provisions of Concession Agreement and that this Agreement within six months of termination or it shall be deemed to have been handed over.
14. Either party may terminate this agreement at any time in the event of breach of the terms of this agreement by giving the breaching party at least 30 days prior written notice.

15. NOTICE AND COMMUNICATION

All notices, approvals, consents or other communications in connection with this Deed shall be given in accordance with the notice provision set out in Clause 14.5 (Communication) of the Concession Agreement.

16. MISCELLANEOUS

- a. Severability: If any of the provisions of this Deed shall be determined to be void or unenforceable under applicable law such provisions shall be deemed amended or deleted to the extent necessary to conform to applicable law and the remaining provisions of this Agreement shall remain valid and enforceable.
- b. Binding Effect: The terms and provisions of this Deed, the respective rights and obligations hereunder of each Party, shall be binding upon, and inure to the benefit of, the Parties and their respective heirs, representatives, successors and permitted assigns.
- c. Technical Feasibility of the Demised Premises: The Lessor affirms that the Demised Premises is technically feasible for the purposes of development of the Project. The Lessor shall be entitled to conduct feasibility studies on the Demised Premises and the Lessor shall not obstruct in any manner in this regard. Any concerns or disputes in this regard shall be settled by the Parties mutually prior to the date of handing over of the Demised Premises.

17. DISPUTE RESOLUTION AND JURISDICTION

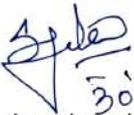


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This Deed shall be governed by, construed and interpreted according to Indian law and, for the avoidance of doubt, the dispute mechanisms and jurisdiction as provided in Clause 9 of the Concession Agreement shall apply to this Agreement, as deemed to be incorporated herein.

IN THE WITNESS WHEREOF the Parties have affixed therein and sealed to this Deed the day and year first hereinabove written:

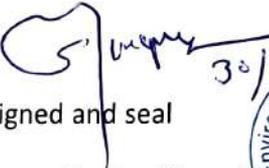
For Lucknow Nagar Nigam


30-5-2025
Signed and seal

Name: Sanjay yadav

Designation: Prabhari Adhikari Sampatti

For JBM ENVIRO BIOENERGY LUCKNOW
PVT. LTD.


30/5/25
Signed and seal


Name: Sanjay Murgai

Designation: Chief Operating Officer

(CBG Business)

Witness:

1. 

Date: 30-5-2025

Place: Lucknow

Witness:

1. 
G.P. Varma.

Annexure 3- Transaction Advisor Proposal for
Waste-to-Energy Plant Setup

[→] LOGOUT

← India Infrastructure Project
Development Fund (IIPDF)

Memorandum for Consideration (MFC#) Application Form

General Information

15 MW Waste-to-Energy (WTE) Power Plant, Lucknow

Purpose of Assistance :	Seminar
National Infrastructure Pipeline ID (Optional) :	
Proposed PPP structure for Project Implementation :	Design Build Finance Operate and Transfer (DBFOT)
Project Sponsoring Authority :	Authority
Ministry :	Lucknow Municipal Corporation

State: Uttar Pradesh

Location: Shivri, Lucknow, Uttar Pradesh – on 20–25 acres are available at latitude 26°47'50.8"N and longitude 80°46'58.2"E.

Sector: Energy

Sub Sector: Electricity Generation

Need for the Project :

The rapid pace of urbanization in India has significantly increased municipal solid waste (MSW) generation, placing a heavy burden on Urban Local Bodies (ULBs). **Lucknow**, with an estimated daily waste generation of **2,000 Metric Tons (in 2025)**, faces similar challenges.

Despite 100% processing of waste into Wet and Dry waste, the current system is not sustainable due to:

- **High transportation costs** for RDF disposal to distant cement and paper industries.
- **Unreliable offtake** from these external facilities, leading to operational disruptions.
- **No in-situ energy recovery**, causing a lost opportunity for resource optimization.
- **Environmental concerns**, including open burning and unscientific disposal.

To overcome these issues, the **Lucknow Municipal Corporation (LMC)** proposes setting up a **15 MW Waste-to-Energy (WtE) plant at Shivri**, offering:

- **A sustainable, long-term RDF management** solution.
- **Energy recovery from waste**, reducing landfill dependency.
- **Reduced environmental footprint** and improved air quality.
- **RDF intake from surrounding ULBs**

Alignment with national missions like **Swachh Bharat Mission 2.0** and **circular economy principles**.

Brief Project Description :

The proposed project involves setting up a **15 MW Waste-to-Energy (WtE) power plant at Shivri, Lucknow**, to process approximately **700–1,000 TPD**

of Refuse-Derived Fuel (RDF) generated from municipal solid waste (MSW) collected from Lucknow and nearby Urban Local Bodies (ULBs). At present, the Shivri facility receives about 2,000 TPD of MSW, which is projected to increase to 2,300 TPD in the next 2–3 years. The WtE plant is intended to significantly reduce landfill dependency by converting waste into clean, renewable energy, thereby strengthening the city's solid waste management ecosystem.

The facility will be developed on approximately 20–25 acres of available land adjacent to the existing waste processing site. It will help create a self-sufficient, cost-effective, and environmentally sustainable system by eliminating reliance on distant RDF off takers, reducing transportation costs, and enabling on-site energy recovery. The electricity generated will be exported to the state power grid, contributing to clean energy targets.

The project also emphasizes resource recovery, with post-processing residues like bottom ash and fly ash to be used in manufacturing construction materials such as bricks and tiles.

Pre-processing rejects will be reused in construction wherever possible, while inert residues will be safely disposed of in designated landfills.

Aligned with the Solid Waste Management Rules, 2016, the initiative contributes to India's broader goals of environmental sustainability, energy security, and the shift towards a circular economy.

Likely impact(s) of the project:

The proposed 15 MW Waste-to-Energy (WtE) plant at Shivri, Lucknow, is expected to bring substantial environmental, economic, and operational benefits, aligning with national sustainability mandates. The key anticipated impacts include:

1. Reduction in Landfill Dependency:

- The plant will process 700–1,000 TPD of RDF, reducing the volume of municipal waste requiring landfill disposal by up to 90%.

2. Lowered Transportation Burden:

- By eliminating the need to transport RDF to distant cement and paper industries, the project will save an estimated ₹16.00 crore annually in transportation costs.

3. Renewable Energy Generation:

- The plant will generate approximately 15 MW of electricity, contributing around 120 million units (kWh) per year to the state grid—enough to power 25,000+ urban households annually.

4. Reduction in Greenhouse Gas (GHG) Emissions:

- The project is expected to reduce carbon emissions by approximately 1.5–2L tonnes CO₂-equivalent per year, by replacing fossil fuel-based energy and preventing methane emissions from landfill.

5. Improved Public Health and Environmental Quality:

- Prevents accumulation and open burning of waste, reducing risks of air, water, and soil pollution.
- Helps in curbing vector-borne and respiratory diseases in nearby communities.

6. Resource Recovery and Circular Economy Impact:

- Recovery and reuse of fly ash and bottom ash for bricks and tiles can divert over 15–20% of waste back into the material value chain.
- Pre-processing rejects will be reused in construction activities wherever feasible.

7. Policy and Regulatory Compliance:

Ensures compliance with Solid Waste Management Rules, 2016, and supports key national missions including Swachh Bharat Mission 2.0 and Energy from Waste Policy.

Enclosure

Is the TA already on boarded : No

Whether Pre-feasibility analysis has been carried out? No

Outcome of Previous TA, if funded by DEA: No

Pre-feasibility analysis document	Outcome of Previous TA Document	Request letter from the authority	Presentation
View	N/A	View	View

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Milestone

Proposed Milestones for the TAs along with Timelines and payment percentages

Proposed Milestone By Authority	Proposed Payment Mechanism(%)	Project Progress Timelines (Envisaged)	Status
Submission of Inception Report to the PSA	10	1 Months	Pending
Submission of Feasibility Report to the PSA	10	3 Months	Pending
Submission of DPR to the PSA	15	4 Months	Pending
Floating of RfP by the PSA	15	1 Months	Pending
Completion of Bid evaluation stage and issue of LOA by the PSA	25	2 Months	Pending
Signing of Concession Agreement and Uploading of all relevant documents of portal of TA(in case the TA is empaneled)- Technical Close	25	1 Months	Pending
Additional Incentive In case the project was originally planned with a grant component but achieved the technical close (signing of Concession Agreement) with a premium. Disbursement shall be along with the last leg of disbursement.	5		Pending
Total	100%		

Reason for Deviation:

Total Project Cost

Total Project Cost (In Rs. Crore)

3,300,000,000

Total Estimated Cost (In Rs. Crore)

49,500,000

Compared with Project Cost

1.50**IIPDF Contribution Sought**

Amount in INR	Balanced Cost To Be Borne By Name 488	Balance Cost To Be Borne By (in INR)
49,500,000	0	0

Components of Estimated/Actual Cost

Component Name	Component Cost
Transaction Advisory	49,500,000

Authority Details

Authority Name : Lucknow Municipal Corporation

Nodal Officer Details

Name	Designation	Contact Number	Email Id
Dr. Arvind Kumar Rao	Additional Municipal Commissioner	8810721505	nnlko@gmail.com, envengrnnlko@gmail.com



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Annexure 4 -RDF Dispatch Summary Table

FRESH RDF DISPATCH SUMMARY 03.08.2025 till		
SR NO.	PLANT NAME	QTY
1	ACC LIMITED (KYMOOR)	5485.61
2	ACC CEMENT JAMUL (CHHATTISGARH)	176.95
3	ACC LIMITED (CHANDRAPUR)	1069.32
4	AMBUJA CEMENT LTD (MARWA MUNDWA)	4537.19
5	BINDLAS DUPLUX LTD (MUZAFFARNAGAR)	55.94
6	KAILASHIDEVI PLUPS AND PAPER PRODUCTS	35.38
7	SUCHI PAPER MILLS	42.26
8	BIRLA CORPORATION LTD (SATNA)	256.68
9	DEV PRIYA PRODUCTS (MEERUT)	55.49
10	JK CEMENT (PANNA)	8231.46
11	MAA SHEETLA VENTURES (KICCHA)	12762.99
12	MEENU PAPER MILLS (MUZAFFARNAGAR)	4051.32
13	PASWARA PAPER LTD (MEERUT)	337.70
14	PRISM JOHSON LTD (SATNA)	10117.55
15	RAMA SHYAMA PAPER MILL (BAREILLY)	8871.70
16	SHIDHESHWARI PAPER UDYOG (KASHIPUR)	37.39
17	SHREE BHAGESHWARI PAPER (MUZAFFARNAGAR)	25.29
18	SIDHI CEMENT WORKS (SIDHI)	20264.53
19	ULTRATECH CEMENT LTD (RAJASTHAN)	876.34
20	UTRATECH CEMENT LTD (DALLA)	1662.31
GRAND TOTAL		78953.40

LEGACY RDF DISPATCH SUMMARY 03.08.2025 till		
SR NO.	FACTORY NAME	QUANTITY in MT
1	ACC LIMITED (Kymore)	37265.10
2	AMBUJA CEMENTS LIMITED	277.90
3	BINDALS PAPERS MILLS LTD	32.43
4	BIOTA SAVIOUR PRIVATE	25.37
5	Birla Corporation LTD (Satna)	5369.11
6	CHAMUNDA PAPERS PVT LTD	57.89
7	CRYSTAL BALAJI INDUSTRIES PRIVATE LIMITED	565.06
8	Dalmia Cement Bharat Limited	75.91
9	DEV PRIYA PAPERS PVT LTD	411.91
10	DEV PRIYA PRODUCTS PVT LTD	178.78
11	ECOGATEWAY PRISM	767.34
12	ECOPRISM JOHNSON LIMITED (Satna)	22576.13
13	GARG DUPLEX & PAPER MILLS PVT LTD	11636.81
14	HEIDELBERG CEMENT INDIA LIMITED	3284.59
15	INDIAN AGRO ORGANICS	36.49
16	JK CEMENT LIMITED	15604.20
17	KK DUPLEX AND PAPER MILLS PVT LTD	243.08
18	KRISHNANCHAL PULP AND PVT LTD	2846.01
19	M/S BINDLAS DUPLEX LIMITED	17919.05
20	MAA SHEETLA VENTURES LIMITED	2598.84
21	MAHALAXMI CRAFTS PVT LTD	1960.59
22	MEENU PAPER MILLS PVT LTD	2951.51
23	MS SHAKTI KRAFFT AND TISSUES	609.40
24	ORIENT BOARD & PAPERS MILLS PVT LTD	211.47
25	Papar Mill	874.83
26	PASWARA PAPERS LTD	56.94
27	Pepar Mill (Bilashpur)	4288.23
28	PRISM JOHNSON LIMITED (Satna)	23950.29
29	RAMASYAMA PAPERS PVT LTD	1324.53
30	SHAKUMBHRI PULP & PAPER MILLS LTD	1489.30
31	SHREE BHAGESHWARI PAPERS PVT LTD	1500.53
32	SIDDHESWARI INDUSTRIES PVT LTD	24.24
33	SIDDHESWARI PAPER UDYOG	10357.18
34	SIDHARTH PAPERS PVT LTD	8282.36
35	SIDHI CEMENT WORKS	1762.25
36	SILVERTON INDUSTRIES LTD	14809.14
37	SUCHI PAPER MILLS LTD	297.28
38	SUYASH KRAFT & PAPERS PVT LTD	921.12
39	TEHRI PULP AND PAPER LTD	5640.67
40	ULTRATECH CEMENT LIMITED (Dalla)	36093.37
41	DEVRISHI PAPERS PVT LTD	499.70
42	NEW BONAZA INDIA LTD	126.45
43	ALPANA PAPERS PVT LTD	71.72

44	SILVERTOAN PAPERS LIMITED	342.45
45	MARUTI PAPERS PVT LTD	86.28
	GRAND TOTAL	240303.78

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Annexure 5- Material Recovery Facilities and PCTS

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 also enhanced the capacity of all MRFs from 5 tons per day (TPD) to 25 TPD.

Based on current waste generation and the enhanced processing capacity, the LMC has determined that the existing infrastructure is sufficient for the city's immediate needs. The corporation will continue to assess future requirements for additional MRFs.

In addition, five new Portable Compactor Transfer Stations (PCTS) have been installed, and 13 refuse compactors (RCs) are now in use for waste collection and transport. Tenders for the remaining PCTS locations have been awarded to Hyderabad Integrated MSW Limited, and construction is already underway.

LSA MRF Tonnage Report (MTD) JULY-25						
Date	Zone-1	Zone-3	Zone-4	Zone-6	Zone-7	MTD (Kgs)
01-07-2025	0.0	777.8	598.7	0.0	0.0	1377
02-07-2025	0.0	757.8	574.8	0.0	0.0	1333
03-07-2025	0.0	610.0	664.7	0.0	0.0	1275
04-07-2025	0.0	628.9	494.7	0.0	0.0	1124
05-07-2025	0.0	705.1	737.7	0.0	0.0	1443
06-07-2025	0.0	530.0	569.0	0.0	0.0	1099
07-07-2025	0.0	639.4	643.4	0.0	0.0	1283
08-07-2025	0.0	563.1	599.9	0.0	0.0	1163
09-07-2025	245.0	526.5	579.1	0.0	0.0	1351
10-07-2025	0.0	559.7	450.2	0.0	0.0	1010
11-07-2025	0.0	587.1	364.0	0.0	0.0	951
12-07-2025	0.0	369.9	372.9	0.0	0.0	743
13-07-2025	0.0	462.6	422.9	0.0	0.0	886
14-07-2025	37.8	706.5	511.2	0.0	0.0	1256
15-07-2025	141.1	685.0	585.4	0.0	0.0	1412
16-07-2025	229.6	0.0	584.0	0.0	0.0	814
17-07-2025	269.6	399.9	598.6	0.0	0.0	1268
18-07-2025	198.6	592.9	588.2	0.0	0.0	1380
19-07-2025	293.3	531.8	622.9	0.0	0.0	1448
20-07-2025	284.0	470.2	509.2	0.0	0.0	1263
21-07-2025	203.7	690.3	803.8	0.0	0.0	1698
22-07-2025	182.0	553.8	562.4	0.0	0.0	1298
23-07-2025	215.0	640.8	510.5	0.0	0.0	1366
24-07-2025	227.0	498.3	577.0	0.0	0.0	1302
25-07-2025	237.3	568.0	462.7	0.0	0.0	1268
26-07-2025	213.4	604.0	614.0	0.0	0.0	1431
27-07-2025	0.0	480.8	528.9	0.0	0.0	1010
28-07-2025	217.2	565.3	678.6	0.0	0.0	1461
29-07-2025	210.2	774.2	627.1	0.0	0.0	1612
30-07-2025	243.0	651.2	739.5	0.0	0.0	1634
31-07-2025	297.8	622.4	600.1	0.0	0.0	1520
Achieve (MTD)	3946	17753	17776	0	0	39475
Current Daily Target	1280	1820	1650	1530	1590	7870
Target (MTD)	39680	56420	51150	47430	49290	243970
Shortfall Qty	35734	38667	33374	47430	49290	204495
Shortfall %	90%	69%	65%	100%	100%	84%
Revised Daily Target	37014	40487	35024	48960	50880	212365

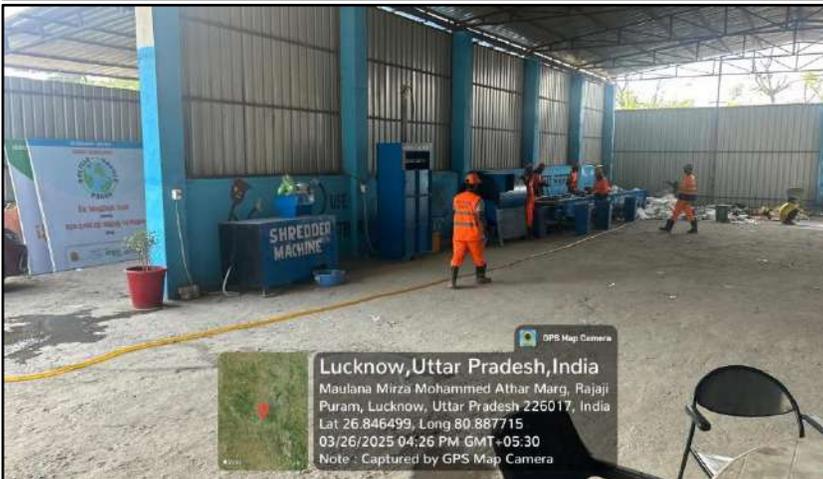
Gwari, Zone-4



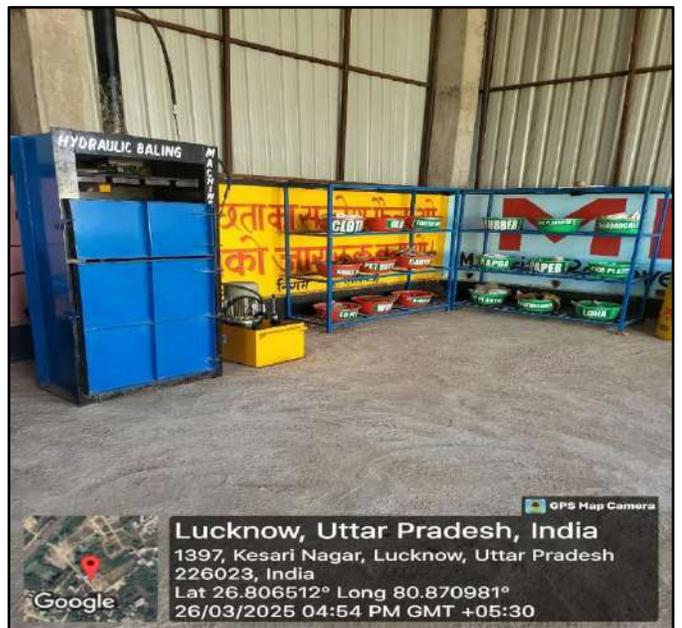
Jankipuram, Zone-3



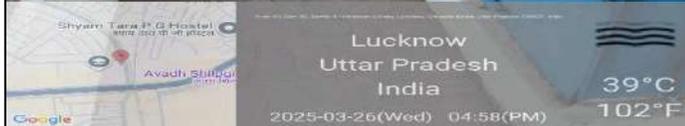
Alitrang, Zone 2



Kesari Kheda, Zone 5



VRINDAVAN SECTOR - 8C, Zone-8



LSBAPL-Lucknow MSW C&T Package-1,
1/44 , Vishesh khand , Gomati Nagar,,
Lucknow, 226010,,Uttar Pradesh, India,

TAX INVOICE

IRN No:074cac1d350f161ef339f73be08590b63afd5067364699a52c5e98c4c7653202

IRN Acknowledgement No : 142517957675876

Acknowledgement Date & Time : 01-08-2025/11:16:00

GSTIN : 09AAFCL7059N1ZS		E Way Bill No :													
Document No. : 1500000095		Transporter Name :													
Invoice Date : 31.07.2025		Transporter GSTIN :													
GSTIN Invoice No. : UP2520000087		Vehicle Number :													
Member ship No: : HIND MINERALS		Vehicle Type :													
State: Uttar Pradesh		GR/LR Number :													
State Code : 09		GR/LR Date :													
		E Way Bill Validity : -													
		Place of Supply : Uttar Pradesh													
		WO :													
Details of Receiver		Billed To :													
Details of Consignee		Shipped To :													
Name: HIND MINERALS & METALS		Name:HIND MINERALS & METALS													
Address: 429S,Laulai,Chinhat		Address: 429S,Laulai,Chinhat													
Lucknow 226028 Uttar Pradesh India		Lucknow 226028 Uttar Pradesh India													
GSTIN/UIN : 09MLDPS2778B1ZM		GSTIN/UIN : 09MLDPS2778B1ZM													
PAN : MLDPS2778B		PAN : MLDPS2778B													
State: Uttar Pradesh		State: Uttar Pradesh													
State Code: 09		State Code: 09													
Name of the Project : LSBAPL-Lucknow MSW C&T Package-1,															
Value of the Contract:															
Contract Ref. : N/A															
Billing Period : To															
Reference No.: 4032&4064&267															
SL.No	Name of Product/Service	HSN/SAC	UOM	Qty.	Rate	Amount	Less: Discount	Taxable Value	CGST		SGST		IGST		
	Recovered (Waste And Scrap)	47079000	KG	2595.000	5.00	12975.00	0.00	12975.00	Rate %	Amount	Rate %	Amount	Rate %	Amount	
	Paper Or Paperboard - Other.								2.50	324.38	2.50	324.38	0.00	0.00	
Total :						12975.00	0.00	12975.00	324.38	324.38	0.00	0.00			
Total Invoice Amount in Words:								Total Amount Before Tax :				12,975.00			
Thirteen Thousand Six Hundred Twenty Three Rupees Seventy Six Paise								Add : CGST :				324.38			
								Add : SGST :				324.38			
								Add : IGST :				0.00			
								Tax Amount : GST :				648.76			
								Invoice Value :				13,623.76			
								TCS # :				0.00			
Bank Details :								Total Invoice Value (Round Off) :				13,623.76			
Bank Account Number :								GST Payable on Reverse Charge :				N/A			
Bank Branch IFSC :								CGST On Rev. Charges Mechanisem :				N/A			
								SGST On Rev. Charges Mechanisem :				N/A			
Terms and Conditions :								Company CIN :				U38110TS2024PTC181684			
As per Agreement								Certified that the particulars Given above are true and correct.							
# TCS as applicable w.e.f. 01.10.2020								For LUCKNOW SWACHHATA ABHIYAN							
								(Company Seal)				Authorised Signatory			

[E&OE]

This is a Computer Genrated Invoice

Invoice Number : 1500000095
Invoice Reference Number : 4032&4064&267

ANNEXURE : 1

Sl.No.	Name of Product / Service	HSN/SAC Code	QTY.	Rate	UOM	Amount
1	Revenue - Others	47079000	2595.000	5.00	KG	12975.00

Declaration:-

500

LSBAPL-Lucknow MSW C&T Package-3,

1/44 , Vishesh khand , Gomati Nagar,,

Lucknow, 226010,,Uttar Pradesh, India,

TAX INVOICE

IRN No:79cca2b73cf65688002b87410aedc5cf3036e41a28c612cf230b3451b827e2f8

IRN Acknowledgement No : 142517938615341

Acknowledgement Date & Time : 30-07-2025/13:01:00

GSTIN : 09AAFCL7059N1ZS	E Way Bill No :
Document No. : 1500000091	Transporter Name :
Invoice Date : 30.07.2025	Transporter GSTIN :
GSTIN Invoice No. : UP2520000084	Vehicle Number : Vehicle Type :
Member ship No: : NOBLE ENTERPRISES	GR/LR Number : GR/LR Date :
State: Uttar Pradesh	E Way Bill Validity : -
State Code : 09	Place of Supply : Uttar Pradesh
	WO :

Details of Receiver	Billed To :	Details of Consignee	Shipped To :
Name: NOBLE ENTERPRISES	Name: NOBLE ENTERPRISES	Name: NOBLE ENTERPRISES	Name: NOBLE ENTERPRISES
Address: Kanpur Anwar Ganj Railway Station, 84/83, SAKERA ESTATE	Address: Kanpur Anwar Ganj Railway Station, 84/83, SAKERA ESTATE	Address: Kanpur Anwar Ganj Railway Station, 84/83, SAKERA ESTATE	Address: Kanpur Anwar Ganj Railway Station, 84/83, SAKERA ESTATE
Kanpur 208003 Uttar Pradesh India			
GSTIN/UIN : 09LTIPS7237M1ZJ	GSTIN/UIN : 09LTIPS7237M1ZJ	PAN : LTIPS7237M	PAN : LTIPS7237M
State: Uttar Pradesh	State Code: 09	State: Uttar Pradesh	State Code: 09

Name of the Project :	LSBAPL-Lucknow MSW C&T Package-3,
Value of the Contract:	
Contract Ref. :	N/A
Billing Period :	To
Reference No.:	2444&12633

SL.No	Name of Product/Service	HSN/SAC	UOM	Qty.	Rate	Amount	Less: Discount	Taxable Value	CGST		SGST		IGST	
									Rate %	Amount	Rate %	Amount	Rate %	Amount
1	Cullet Or Other Waste Or Scrap Of Glass	70010010	KG	2132.000	5.00	10660.00	0.00	10660.00	2.50	266.50	2.50	266.50	0.00	0.00
Total :						10660.00	0.00	10660.00	266.50	266.50	0.00	0.00		

Total Invoice Amount in Words:	Total Amount Before Tax :	10,660.00
Eleven Thousand One Hundred Ninety Three Rupees	Add : CGST :	266.50
	Add : SGST :	266.50
	Add : IGST :	0.00
	Tax Amount : GST :	533.00
	Invoice Value :	11,193.00
	TCS # :	0.00

Bank Details :		Total Invoice Value (Round Off) :	11,193.00
Bank Account Number :		GST Payable on Reverse Charge :	N/A
Bank Branch IFSC :		CGST On Rev. Charges Mechanisem :	N/A
		SGST On Rev. Charges Mechanisem :	N/A
Terms and Conditions :		Company CIN :	U38110TS2024PTC181684
As per Agreement		Certified that the particulars Given above are true and correct.	
# TCS as applicable w.e.f. 01.10.2020		For LUCKNOW SWACHHATA ABHIYAN	
	(Company Seal)	Authorised Signatory	

[E&OE]

This is a Computer Genrated Invoice

Invoice Number : 1500000091
Invoice Reference Number : 2444&12633

ANNEXURE : 1

Sl.No.	Name of Product / Service	HSN/SAC Code	QTY.	Rate	UOM	Amount
1	Revenue - Others	70010010	2132.000	5.00	KG	10660.00

Declaration:-

502

LSBAPL-Lucknow MSW C&T Package-1,
1/44 , Vishesh khand , Gomati Nagar,,
Lucknow, 226010,,Uttar Pradesh, India,

TAX INVOICE

IRN No:7728023cf12d380929e81ae934bfc2909e19b59ced677a001ec7d25c54c3f25d

IRN Acknowledgement No : 142517966857126

Acknowledgement Date & Time : 02-08-2025/11:58:00

GSTIN : 09AAFCL7059N1ZS			E Way Bill No :		
Document No. : 1500000098			Transporter Name :		
Invoice Date : 31.07.2025			Transporter GSTIN :		
GSTIN Invoice No. : UP2520000090			Vehicle Number :		
Member ship No: : W2B SOLUTIONS			Vehicle Type :		
State: Uttar Pradesh		State Code :	GR/LR Number :		GR/LR Date :
		09	E Way Bill Validity : -		
			Place of Supply : Uttar Pradesh		WO :
Details of Receiver			Details of Consignee		
Billed To :			Shipped To :		
Name: W2B SOLUTIONS			Name:W2B SOLUTIONS		
Address: KH NO-391,PLOT NO.154,JANKIPURAM VISTAR			Address: KH NO-391,PLOT NO.154,JANKIPURAM VISTAR		
Lucknow 226031 Uttar Pradesh India			Lucknow 226031 Uttar Pradesh India		
GSTIN/UIN : 09BXHPP4932P2ZM			GSTIN/UIN : 09BXHPP4932P2ZM		PAN : BXHPP4932P
State: Uttar Pradesh		State Code:	State: Uttar Pradesh		State Code: 09
		09			

Name of the Project :	LSBAPL-Lucknow MSW C&T Package-1,
Value of the Contract:	
Contract Ref. :	N/A
Billing Period :	To
Reference No.:	4168&4167

SL.No	Name of Product/Service	HSN/SAC	UOM	Qty.	Rate	Amount	Less: Discount	Taxable Value	CGST		SGST		IGST	
									Rate %	Amount	Rate %	Amount	Rate %	Amount
1	Waste, Parings And Scrap, Of Plastics - Of Other Plastics :	39159042	KG	450.000	32.00	14400.00	0.00	14400.00	9.00	1296.00	9.00	1296.00	0.00	0.00
2	Waste, Parings And Scrap, Of Plastics - Of Other Plastics :	39159042	KG	665.000	12.00	7980.00	0.00	7980.00	9.00	718.20	9.00	718.20	0.00	0.00
Total :						22380.00	0.00	22380.00	2014.20		2014.20		0.00	

Total Invoice Amount in Words:	Total Amount Before Tax :	22,380.00
Twenty Six Thousand Four Hundred Eight Rupees Forty Paise	Add : CGST :	2,014.20
	Add : SGST :	2,014.20
	Add : IGST :	0.00
	Tax Amount : GST :	4,028.40
	Invoice Value :	26,408.40
	TCS # :	0.00

503

LSBAPL-Lucknow MSW C&T Package-1,
1/44 , Vishesh khand , Gomati Nagar,,
Lucknow, 226010,,Uttar Pradesh, India,

TAX INVOICE

IRN No:7728023cf12d380929e81ae934bfc2909e19b59ced677a001ec7d25c54c3f25d

IRN Acknowledgement No : 142517966857126

Acknowledgement Date & Time : 02-08-2025/11:58:00

GSTIN : 09AAFCL7059N1ZS		E Way Bill No :	
Document No. : 1500000098		Transporter Name :	
Invoice Date : 31.07.2025		Transporter GSTIN :	
GSTIN Invoice No. : UP2520000090		Vehicle Number : Vehicle Type :	
Member ship No: : W2B SOLUTIONS		GR/LR Number : GR/LR Date :	
State: Uttar Pradesh		E Way Bill Validity : -	
State Code : 09		Place of Supply : Uttar Pradesh WO :	
Details of Receiver		Details of Consignee	
Billed To :		Shipped To :	
Name: W2B SOLUTIONS		Name:W2B SOLUTIONS	
Address: KH NO-391,PLOT NO.154,JANKIPURAM VISTAR		Address: KH NO-391,PLOT NO.154,JANKIPURAM VISTAR	
Lucknow 226031 Uttar Pradesh India		Lucknow 226031 Uttar Pradesh India	
GSTIN/UIN : 09BXHPP4932P2ZM		GSTIN/UIN : 09BXHPP4932P2ZM PAN : BXHPP4932P	
State: Uttar Pradesh		State: Uttar Pradesh	
State Code: 09		State Code: 09	
Name of the Project : LSBAPL-Lucknow MSW C&T Package-1,			
Value of the Contract:			
Contract Ref. : N/A			
Billing Period : To			
Reference No.: 4168&4167			
Bank Details :		Total Invoice Value (Round Off) : 26,408.40	
Bank Account Number :		GST Payable on Reverse Charge : N/A	
Bank Branch IFSC :		CGST On Rev. Charges Mechanisem : N/A	
		SGST On Rev. Charges Mechanisem : N/A	
Terms and Conditions :		Company CIN : U38110TS2024PTC181684	
As per Agreement		Certified that the particulars Given above are true and correct.	
# TCS as applicable w.e.f. 01.10.2020		For LUCKNOW SWACHHATA ABHIYAN	
(Company Seal)		Authorised Signatory	

[E&OE]

This is a Computer Genrated Invoice

Invoice Number : 1500000098
Invoice Reference Number : 4168&4167

ANNEXURE : 1

Sl.No.	Name of Product / Service	HSN/SAC Code	QTY.	Rate	UOM	Amount
1	Revenue - Others	39159042	450.000	32.00	KG	14400.00
2	Revenue - Others	39159042	665.000	12.00	KG	7980.00

Declaration:-

Annexure 6 - Construction Update - Fixed Compactor Transfer Station (FCTS)

The Lucknow Municipal Corporation has achieved a notable success in its urban development initiatives through the reclamation of land previously under the purview of local bodies. This significant accomplishment has paved the way for the commencement of transformative infrastructure projects, foremost among which is the establishment of a Transfer Station (TS) Cum Fixed Compactor Transfer Station (FCTS). Progress on this vital undertaking is now well-advanced, with key milestones having been successfully reached. These include the definitive completion of the project's layout design, a crucial stage ensuring optimal functionality and spatial efficiency. These developments underscore the LMC's commitment to enhancing the city's infrastructure and its capacity for effective waste management.

Current Status of FCTS Projects:

The Ghaila FCTS, including all civil, mechanical, and weighbridge components, has been completed and formally handed over to Lucknow Swachhata Abhiyan Private Limited (LSAPL), the entity responsible for door-to-door waste collection and secondary transportation within Zone 3. The operationalization of the Ghaila FCTS has yielded notable improvements in the city's solid waste management framework.

The Ganga Kheda FCTS has achieved completion of its structural steel work, including truss and pre-engineered shed construction. All mechanical components and machinery have been installed and successfully tested. The facility has been formally handed over to Lionenviro Lucknow Private Limited (LELPL), the organization responsible for door-to-door waste collection and secondary transportation within Zone 5. The Ganga Kheda FCTS is operational and adding a significant role in handling the solid waste management framework.

At the Dayal FCTS construction site, the initial phase of piling work and foundation establishment has been successfully completed. Current construction activities are focused on the progression of superstructure development, specifically the ongoing casting of plinth beams and columns.

The Bhaisorra FCTS construction has progressed through several distinct phases. Firstly, the civil structure of the shed and the construction of the boundary wall, delineating the FCTS perimeter, have been finalized. Secondly, the Plain Cement Concrete (PCC) work, forming essential structural elements, has been completed. Currently, the project is in the environmental enhancement phase, with greenery development actively underway. Concurrently, the mechanical component installation is in the installation phase.

Ghaila Fixed Compactor Transfer Station (FCTS)



Ganga Khera Fixed Compactor Transfer Station (FCTS)



Dayal Fixed Compactor Transfer Station (FCTS)



Bhaishora Fixed Compactor Transfer Station (FCTS)



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

क. स.	नगर निगम	पैकेज सं०	अन्तर्निहित मार्ग	मार्ग की लम्बाई (कि.मी.)
1	2	3	4	5
1	लखनऊ	LKO/C MG/01	<ul style="list-style-type: none"> कालिदास चौराहा से सिविल हॉस्पिटल होते हुए अटल चौक तक और डी.एस.ओ. चौराहा से लखनऊ चिड़िया घर तक मंदिर मार्ग (गोले मार्केट से अलकापुरी तिराहा वाया चन्नी लाल चौराहा, कपूस्थला और क्लासिक रेस्टोरेंट से आस्था हॉस्पिटल वाया महानगर बॉयज स्कूल) तक 	5.28
2	लखनऊ	LKO/C MG/02	<ul style="list-style-type: none"> यूनिवर्सिटी रोड से हनुमान सेतु धाम 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 पप्पू जनरल स्टोर होते हुए विंध्याचल चौराहा और विंध्याचल मंदिर से बाटी चोखा रेस्तरां तक 	6.00
3	लखनऊ	LKO/C MG/03	<ul style="list-style-type: none"> इग्नू रोड चौराहे से एलन हाउस स्कूल तक रजनीखंड पावर हाउस से सैनिक ढाबा तक एवं रायबरेली मुख्य मार्ग तक 	4.73

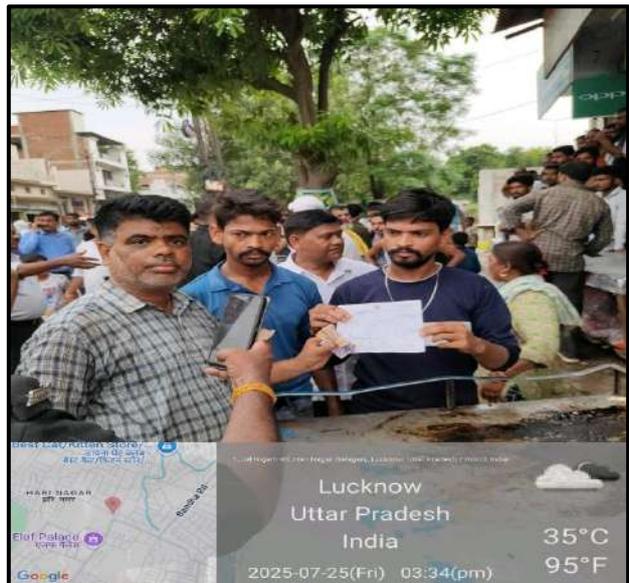
Annexure 8 -Single Use Plastic Penalties

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 July 2025, LMC officers conducted inspections to ensure compliance with waste management regulations. These inspections resulted in the imposition of penalties totaling ₹3,75,510 on those found in violation. Additionally, the enforcement teams successfully seized 104 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.

Months	Sized Single Use Plastic quantity (in Kg)	Penalty Imposed (in Rs.)
April	252.95	80950
May	187.05	211600
June	4748.9	407250
July	5757.5	206250
Total	104.75	375510





Annexure 9 -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 जश्न 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 जश्न किये गये सिंगल यूज प्लास्टिक के निस्तारण हेतु अनुमति प्रदान की गयी थी।

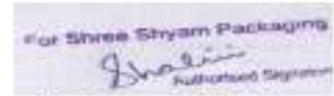
उपर्युक्त के क्रम में अवगत कराना है कि हमारी संस्था श्री श्याम पैकेजिंग द्वारा नगर निगम, लखनऊ से 12385 किलो की सिंगल यूज प्लास्टिक के निस्तारण हेतु माल उठा कर उसका निस्तारण किया गया, जिससे कुर्सी, नजे, ट्री प्लान्टर, स्वीग डस्टबीन आदि वस्तुओं का निर्माण किया गया है, जिसमें से 3380 किलो के प्रदार्थ नगर 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, Sarvodaya Nagar, Kanpur - 208005. Factory - D1, D2, D3, Bangla Site 2, Kanpur Dehat, Uttar Pradesh - 209101

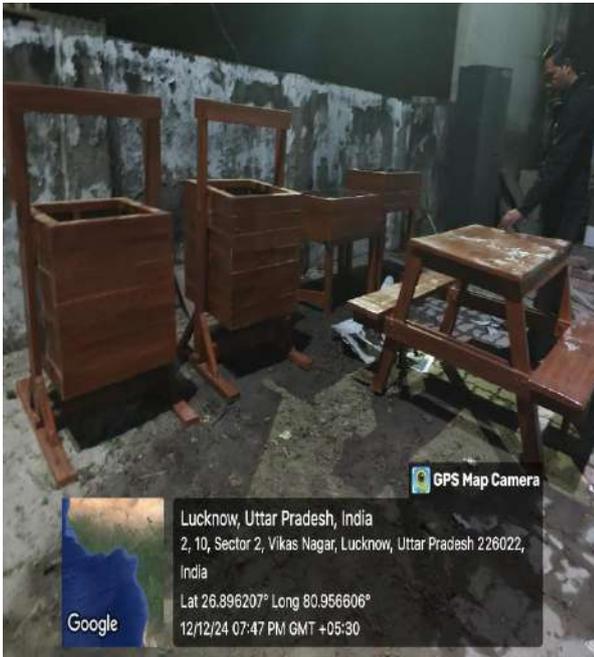
Zone - 8 Bangla Bazar	9	7/1/2025	1600	UP35AT6582	800		
Zone - 8 Bangla Bazar	10	7/1/2025	1625	UP32VN1158	812.5	13/01/25	1220
Zone - 8 Bangla Bazar	11	13/01/25	1875	UP77AT6137	937.5		-
			14260		7130		3380

कृपया उपर्युक्त से अवगत होने का कष्ट करें।

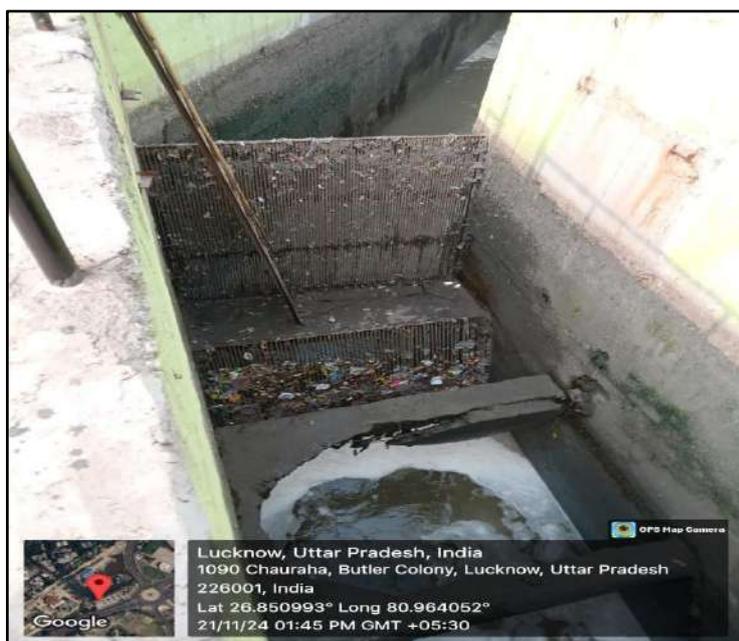


(मि० श्री श्याम पैकेजिंग)

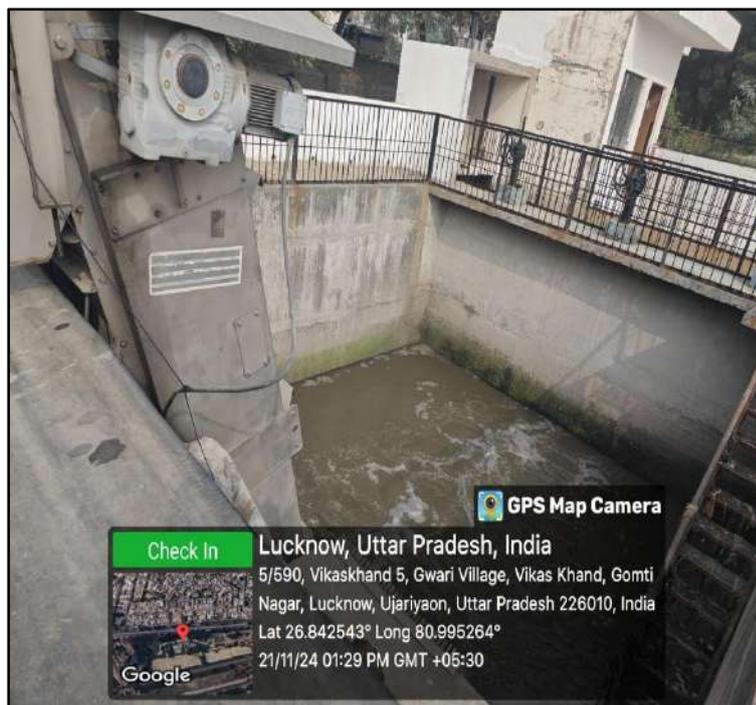
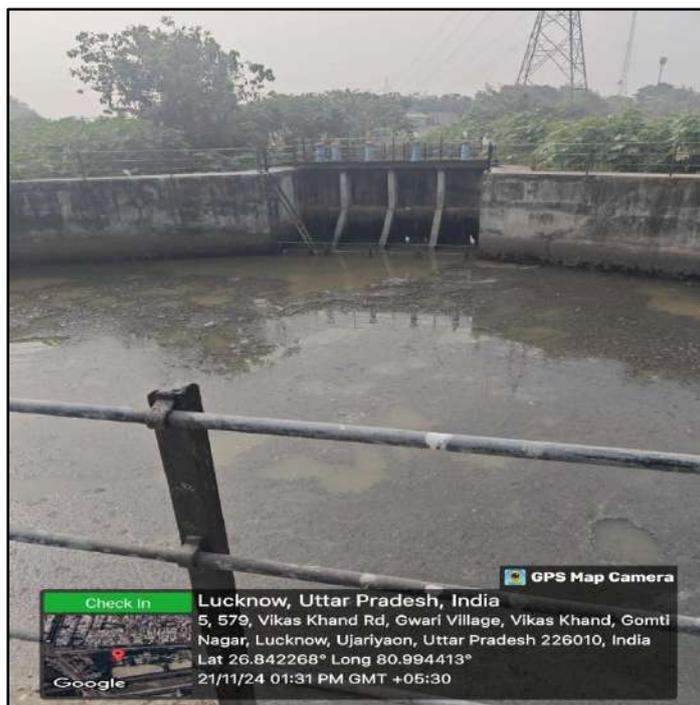
117/130 ए. सर्वोदय नगर,
कानपुर नगर, उ०प्र०।



Annexure 10 -Iron Mesh For Plastic Waste Collection in Drains



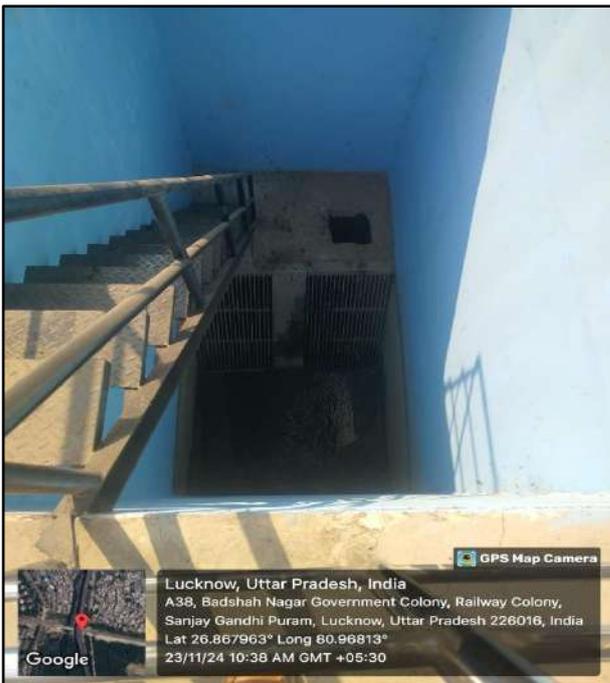
Jiamau, Pumping Station Mesh Filtration



Gwari, Pumping Station Mesh Filtration



Indra Nagar Near Jama Masjid Road, Nala Mesh Filtration



Badshah Nagar, Pumping Station Mesh Filtration

Item No. 05

Court No. 1

**BEFORE THE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI**

Original Application No. 654/2022

Priyadarshini Colony D,
residence Welfare Society

Applicant

Versus

State of Uttar Pradesh & Ors.

Respondent(s)

Date of hearing: 13.02.2023

**CORAM: HON'BLE MR. JUSTICE ADARSH KUMAR GOEL, CHAIRPERSON
HON'BLE MR. JUSTICE SUDHIR AGARWAL, JUDICIAL MEMBER
HON'BLE MR. JUSTICE ARUN KUMAR TYAGI, JUDICIAL MEMBER
HON'BLE DR. AFROZ AHMAD, EXPERT MEMBER**

Applicant: Mr. Rahul Khurana, Advocate

Respondent: Mr. Ajay Sharma, Member Secretary with Mr. Pradeep Misra, Advocate for
UPPCB
Mr. Arvind Kumar Rao, Add. Municipal Commissioner with Mr. Ajay
Singh, Advocate for Lucknow Nagar Nigam

ORDER

1. Grievance in this application is against violation of environmental norms in shifting the dumping zone and garbage lying on the dumping site at Bandha Road, Faizzullaganj, Priyadarshini Colony, Sector-D, Lucknow.

2. According to the applicant, unscientific dumping of solid waste is resulting in foul and obnoxious smell in violation of laid down environmental norms particularly the Solid Waste Management Rules,

MLA, UP Assembly dated 16.05.2022 addressed to Commissioner, Municipal Corporation, Lucknow, forwarding the representation of the Welfare Association on the subject.

3. Vide order dated 16.09.2022, the Tribunal sought a factual report from Municipal Corporation, Lucknow and UP State PCB with regard to status of waste processing and remediation of legacy waste.

4. Joint Committee report dated 7.1.2023 was considered by this Tribunal on 20.1.2023 and it was held that there was serious violation of norms requiring fixing of accountability for such violations. Operative part of the order is reproduced below:

“xxxxxx.....xxx

5. *The observations, recommendations and action taken as given in the report are reproduced as under:-*

“Observation found during Joint Inspection on dated 12-12-2022

1. *The Municipal solid Waste Transfer Station, Puraniya is spread over an area of approx. 5485.7059 Sq.mt. where municipal solid waste collected at transfer station Puraniya is sent to Sivari main plant for MSW processing.*
2. *The center is operated by M/s Eco green Energy Pvt. Ltd, Lucknow.*
3. *The primary waste collection from door to door is carried out by operator of the center (M/ Eco green energy Pvt. Ltd.) in 19 wards of Nagar Nigam Zone-III. The Nagar Nigam Zone- III wards covers Mahanagar, Aliganj, MahaKavi Jai Shanker Prasad, Ayodhyadas-1, Ayodhyadas-2, Jankipuram-1&2, Faizullaganj 2&3, Nirala Nagar, Daliganj Mnkameswar, Begam Hazarat Mahal, Lala Lajpat rai, Kadam Rasool, Vivekanandpuri Triveninagar.*
4. *As informed by the operator of station Nagar Nigam also*

6. *As informed by operator of the centre approx. 150 Tonn/day N,4unicipal Solid waste received from Nagar Nigam Zone III Wards from one lacks four thousand house hold {1,04,000 houses) through 70, e-Riksha, Mannual riksha-50, Pzio-05, Tatazip-05 etc.*
7. *During inspection, approx.100 Tonn of waste was observed collected at transfer center, **due to accumulation of huge quantity of waste at centre unpleasant odour felt at and transfer station.***
8. *The Puraniya transfer station is located adjacent to Priyadarshini Nagar colony sector C&D, Sitapur Road, Lucknow.*
9. *During inspection, it was observed that **boundary wall of the station has low height from all sides. Main gate of the station is often open which causes entry of animals around the waste collected.***
10. ***Drainage system of the center was chocked due to MSW, which need to clean regularly.***
11. *The waste transfer station has not obtained NOC from UPPCB for operation of centre.*
12. ***The height of boundary wall and fencing around station sufficient but operator has not develop green belt around boundary wall.***
13. ***During inspection, due to continuous movement of waste loading vehicles dust emission was also observed.***

Recommendations:-

1. *The facility may be directed for immediate disposal of waste accumulated at transfer station to main processing plant at Shivari.*
2. *Regular monitoring should be carried.*
3. *The operator should develop green belt around boundary wall.*
4. *The Nagar Nigam, sanitary inspector may ensure regular supervision of transfer station for regular lifting of waste collected at transfer centre to avoid the accumulation of waste. He shall also submit its report to The UPPCB on*

- 1 It is proposed to improve the functioning of Lucknow Municipal Corporation Transfer Station.
- 2 Detail project report for MRF cum Transfer Station prepared by Nagar Nigam, Lucknow, Tender process of required improvement work is under process. **As annexure-1”**

xxxxxx.....xxx

9. **Shri Mishra, learned Counsel for State PCB, however, stated that appropriate action would be taken by State PCB in due course of time. We find this situation to be highly dissatisfactory. A Statutory Regulator, despite there being no obstruction, has failed in discharging statutory duties with due devotion and has not taken any action which it was under statutory obligation to do. This, inaction and apathy on the part of a Statutory Regulator, in fact, encourages violators of environmental laws and norms to continue with their violations with impunity. The situation is highly deprecable and has to be condemned. In fact, Member Secretary, UPPCB is liable to explain as to why he has not taken any action against the erring officials for the laxity shown by them.**

10. **We also find from record that operation of Municipal Solid Waste Transfer Station, Puraniya has been handed over to M/s Eco green Energy Private Limited, Lucknow but it has failed in its function. No action has been taken against the said company and no reason is also disclosed as to why appropriate action has not been taken.**

11. **Further, operating transfer stations with holding capacity of 150 tonnes by itself seems to be unacceptable. Rather, steps need to be taken for immediate transportation of waste to the processing site. This issue needs to be clarified in the next report and status of such other transfer stations existing and their siting criteria.**

12. **In these facts and circumstances, we find it appropriate to direct Member Secretary, UPPCB to appear before Tribunal on the next date to explain as to why it has allowed its officials to show laxity in performance of their statutory functions by allowing violators to continue to violate environmental laws and norms but statutory duties are not discharged. The action taken, if any, in the meantime, report shall also be given by State PCB.**

13. **Further, Municipal Commissioner, Nagar Nigam, Lucknow shall file an affidavit to explain as to what further action**

Rules giving quantum of waste generation, installed and operational status of waste processing facilities and legacy waste which has to be remediated.

14. Learned Counsel for the applicant stated that joint Committee report is silent on various issues raised in the original application and the Committee should be directed to submit further report on all such issues. In our view, let a response be filed by respondents, State PCB and Nagar Nigam, Lucknow in respect of various issues raised by the applicant in the original application, by the next date."

5. We have taken up the matter for further consideration. Learned Counsel for the Applicant points out that the Commissioner, Lucknow Municipal Corporation has failed to appear as directed and person appearing is infact Additional Commissioner without even informing the Tribunal without giving any reason why Commissioner personally did not appear. It is further pointed out that no affidavit has been filed by the Commissioner in terms of orders of this Tribunal. It is matter of regret that such responsible officers should behave in this manner. We defer action on this aspect while noting the violations pointed out.

6. The State PCB has filed its report dated 10.02.2023. It is stated that for serious violations, it has levied compensation of Rs. 2.40 crore on 'Polluter Pays' principle against the Municipal Corporation and also recommended prosecution of the Commissioner, Lucknow Municipal Corporation under the Environment (Protection) Act, 1986 for violation of MSW Rules, 2016. Sanction of the State has been sought under Section 197 Cr.PC. Show cause notice has been issued for setting up of transfer stations in violation of rules and closure orders have also been passed.

Relevant extracts from the report are as follows:

4. It is submitted that earlier the **Board has already initiated action against Priyadershini Nagar, transfer station. Show cause notice under section-5 of E(P) Act, 1986 was issued to Municipal Commissioner Nagar Nigam Lucknow for non-compliance of Solid Waste Management Rules, 2016 not only to the transfer station Priyadershini Nagar but also to Ghaila Ghat, Mallapur and Dayal Paradise transfer station** vide letter no. G29167/C-5/Sa.-86/18 dated 31.12.2018. The same is annexed as **Annexure No. 3.**

5. It is submitted that in pursuance of the show cause notice, the Board has issued closer order under section-5 of E(P) Act, 1986 (as amended) against the transfer station near Dayal Paradise Choraha, Vikas Khand-5, Gomti Nagar, Lucknow and the transfer station at Khasra no. 457, Vill-Mallapur, Dubaga, Lucknow vide letter no. G28764/C-5/36/WPN-14981/18 dated 19.11.2018 and vide letter no. H28434/C-5/36/WPNo.-9141/13/18 dated 16.11.2018 respectively. The same is annexed as **Annexure No. 4 and 5.**

6. It is submitted that in compliance of the **closure orders issued to the transfer station near Dayal Paradise Choraha, Vikas Khand-5, Gomti Nagar, Lucknow and the transfer station at Khasra no. 457, Vill-Mallapur, Dubaga, Lucknow, Nagar Nigam, Lucknow closed down the operation of not only for the above station, but also closed the functioning of Priyadershini Nagar, transfer station, Puraniya, Lucknow.**

7. It is submitted that it is evident from the petitioner's application that the transfer station at Priyadershini Nagar was not functional till March, 2022 as the letters of M/s FIM Hospital, 537/P12 (kh-13M), Pujraniya Tiraha, Faizullaganj, Lucknow, M/s Harsha Hospital, 1/82, Sector-C, Priyadershini Yogna, Bandha Road, Near Puraniya Tiraha, Sitapur Road, Lucknow, M/s Verdham Hospital, 1/7, Sector-D, Priyadershini Colony, Bandha Road, Near Kiran Gas Agency, Sitapur Road, Lucknow, written in the month of May, 2022 (which have been annexed by the petitioner himself), clearly states that the Priyadershini Nagar, transfer station, Puraniya, Lucknow has started functioning since last 02 months i.e. March, 2022. The same is annexed as **Annexure No. 6, 7 and 8."**

7. In the course of hearing, compliance affidavit dated 13.02.2023 has been filed on behalf of Municipal Corporation acknowledging continuing serious violations to the detriment of environment and public health. Effort is made to shift the blame to the contractor – Eco Green Energy Pvt. Ltd.

contracts for management of waste to other contractors, proposed bio-CNG plant and reviving compost plant which was idle, proposed C&D waste and horticulture waste and leachate treatment plants. Relevant extracts from the affidavit are reproduced below:

“3. It is informed to this Hon’ble Tribunal that city - Transfer Station at Priyadarshni, is managed and Run by Eco Green Energy Pvt. Ltd. to whom contract has been given to manage and collect all the Solid and Waste Management from door to door from all the houses of Lucknow as per agreement executed between Lucknow Nagar Nigam and Eco Green Energy Pvt. Ltd. on 21.03.2017. The primary waste collection from door to door is carried out by the Eco Green Energy Pvt. Ltd. of the center in 19 wards of Nagar Nigam Zone-III. The Nagar Nigam Zone- Ill wards covers Mahanagar, Aliganj, MahaKavi Jai Shanker Prasad, Ayodhyadas-1, Ayodhyadas-2, Jankipuram-1&2, Faizullaganj 2&3, Nirala Nagar, Daliganj Mnkameswar, Begam Hazarat Mahal, Lala Lajpat rai, Kadam Rasool, Vivekanandpuri Triveninagar. It is duty of the Eco Green Energy Ltd to collect all the garbage, store ,Transportation and Recycling of that Garbage. The Municipal solid Waste Transfer Station, Puraniya is spread over an area of approx. 5485.7059 Sq.mt. where municipal solid waste collected at transfer station, Puraniya is sent to Sivari main plant for MSW processing. It is also duty of the Eco Green Energy Pvt. Ltd. to maintain all the machines, Vehicles and all the Infrastructures as per Solid Waste Management Rules, 2016. The facility at this Transfer Centre comprises of 70 E -rickshaw, Plazio-05, Tatazip-05, Bolero 05, containers-07, JCB-03, tractor & trolley-05 and this Centre approx. 150 Tonn/day Municipal Solid waste received from Nagar Nigam Zone III Wards from One Lacks Four Thousand House hold (1,04,000 houses). It is relevant to mention here that Lucknow Nagar Nigam has given several Notices and warnings to the Eco Green Energy Pvt. Ltd but there was no improvement of working Style of the Eco Green Energy Ltd.as per direction given by this Hon'ble Tribunal so Lucknow Nagar Nigam has imposed Cost on the Eco Green Energy Pvt. Ltd. and also issued Legal Notice to the Eco Green Energy Pvt. Ltd. on November, 2022.

4. (A) It is relevant to inform this Hon'ble Tribunal that Selected agreement dated 21/3/2017 the Eco Green Energy Private Limited was substituted as concessionaire and object of the agreement is to enable the selected concessionaire, it's function including but not limited to collect transportation processing of mutual solid waste and disposal of remain waste as per the provision of applicable rules and operate and manage scientific Municipal waste management system and carry out other duties responsibilities and exercise such right

of the main process the other process main include RDF plant plastic and metal separation in its processing plant so as true restrict the quality of land to the engineer sanitary landfill or less than 20% of incoming west.

(C) That as per clause 1(1.8) of schedule G Section 1 of agreement the Eco green company Pvt. Ltd. have to ensured that the MSW processing facilities shall remain operation 365 days a years subject to shutdown due to plan maintenance, Company should Endeavour that the MSW processing facility shall become operational within 22 hours of the breakdown.

(D) That as per Clause 5(iii) Schedule G section 3 of agreement the company must check untreated leachate, which does not meet the applicable code and tandar shall be let out from the processing sites but Company has miserably failed to take proper step for this. Now Nagar Nigam Lucknow is making Cemented Platform at Every Transfer Station.

(E) That as per clause .2 .1 of Scheduled G section 2 of the agreement, company should make efforts for understanding primary segregation of MSW from household commercial establishment and other Agencies or collection points.

(F) As per clause 9.2 of selecting agreement the company had to install a waste to energy plant but unfortunately sufficient efforts has not been taken by the company to process the MSW comply the environment law of the land.

5. That, after selection of the waste and transportation the disposal of Solid Waste by way of scientific technique is only responsibility of the Eco Green Energy Pvt. Ltd.(company) due to non performing of work and nearly dumping the waste was several mountain of solid waste were made solid waste from Siwri plant there objection of the plant the fresh waste material could not be reached -over the plant. That company has violated the terms and condition of the agreement and Solid Waste Management Rules 2016 -as 'they have 'not operated "the "plant as per the Terms and Conditions/norms as mentioned in Agreement, which is not only highly objectionable but also directly effecting the Environment. Nagar Nigam Lucknow has given Notices to the Company that dumping and upraises Waste is clear violation of clause 6.19 clause 6.1 clause 10.5 and clause 1.1 B of section 3 of Scheduled G of concession Agreement with attach penalty of 2% of the amount payable to their fees invoice for everyone person increase in land fill waste.

6. It is relevant to mention here that even after imposing cost and giving legal notice (November 2022) to the Eco Green Energy Pvt. Ltd.

7. It is relevant to inform to this Hon'ble Tribunal that Transfer Station situated at Near Priydarshni Colony is at closed Compound where Garbage is collected from 19 wards on daily basis and Transferred on same day to Siwari Plant for the Further Process so less chances of Foul and Obnoxious Smell from that Waste. Nagar Nigam Lucknow has informed/ Ordered to the Eco Green Energy Pvt. Ltd. to Upgrade the Transfer Station as Modern Transfer Station and also Developed as Materials Recovery Facility Center(MRF) and Nagar Nigam Lucknow has also Provided the Finance for the same purpose but they have used that Money in other head/Purposes. Nagar Nigam Lucknow has issued Notices as there was no improvement of working style of the Eco Green Energy Pvt. Ltd. Now Nagar Nigam Lucknow has prepared Detailed Project Report (DPR) for Upgrade the Transfer Station as Modern Transfer Station and also Developed as Materials Recovery Facility Center (MRF). A copy of the said Notices dated 07.02.2023 written by Environment Engineer Nagar Nigam to CEO and Director of Eco Green Energy Pvt. Ltd. is annexed herewith as ANNEXURE A-1

8. That Nagar Ayukt/ Municipal Commissioner has recommended and Written one letter (dated 12.01.2023) to Principal Secretary, Urban Development Department, U.P. Government to terminate the Contract/Triparty agreement with Eco Green Energy Pvt. Ltd. from immediate effect due to poor performance of the Company and for violating the Norms of the Rules and Regulations related with Environment. A copy of the said Letter dated 12.01.2023 written by Municipal Commissioner, Nagar Nigam Lucknow to Principal Secretary, Urban Development Department, U.P. Government is annexed herewith as **ANNEXURE A-2**.

9. That Municipal Commissioner, Lucknow Nagar Nigam has also Written Several Letters dated 24.09.2021 30.11.2021, 22.11.2021 and 01.04.2021 to Mr. Nagarjuna Reddy, CEO of Eco Green Energy Pvt. Ltd. Lucknow and complaint and asked to Explanation about the Disposal of Solid Waste in Mallpur and Puriniya Transfer Stations. It was also directed that within 7 days work for upgradion should be Start otherwise Legal Action will be taken against them. A copy of the said Letters dated 24.09.2021, 30.11.2021, 22.11.2021 and 01.04.2021 written by Municipal Commissioner, Nagar Nigam Lucknow to Mr. Nagarjuna Reddy, CEO of Eco Green Energy Pvt. Ltd. Lucknow are annexed herewith respectively as **ANNEXURE A-3 (Collies)**

10. That even after Written Several Letters as mentioned above Eco Green Energy Pvt. Ltd. has not Reply Properly and also not improved the Work Style, Nagar Nigam Lucknow has issued Legal Notice to the Several Office Bearer of the Eco Green Energy Pvt. Ltd. A copy of the said Legal Notice dated 02.11.2022, Send by Advocate of, Nagar .Nigam Lucknow to Eco Green Energy Pvt. Ltd. and its Office Bearer

of 3 D Plan of Modern Transfer Station are annexed herewith as **ANNEXURE A-5**.

12. That Nagar Nigam Lucknow has also issued Notices dated 14.10.2022, 22.08.2022 and 21.07.2022 for several Penalties upon the Eco Green Energy Pvt. Ltd. as the Company was not working as per the agreed Terms and Conditions. A copy of the said Notices dated 14.10.2022, 22.08.2022 and 21.07.2022 are annexed herewith as **ANNEXURE A-6(Colly)**.

13. That Nagar Nigam Lucknow has appointed Fulltime Supervisor for Looking the Transferring of the Garbage on as soon as and daily Basis in Covered Vehicles/Trucks from said Transfer Station to Siwari Plant for further Process. Work of the said Supervisor is also Monitored by the Local SFI and ZSO who are reporting to the Higher Officers 'of the Nagar Nigam. A copy of the Order dated 23.01.2023 by the Zonal Sanitary Officer for the Appointment of the Supervisor is annexed herewith as **ANNEXURE A-7**.

14. That Nagar Nigam Lucknow has issued several Notices for Penalties to the Eco Green Energy Pvt. Ltd. for not compliance the Guidelines issued by this Hon'ble Tribunal and also Violation of the Environmental Laws and overall status of the city to comply MSW Rules is provided here. A copy of Status Report of Solid West Management in Lucknow City is annexed herewith as **ANNEXURE A-8**.

15. That the Applicant has raised question about dumping of waste which causing bad foul, breeding of mosquitos and other insects. Ground water is being contaminated due to leachate discharge due to unscientific dumping. of mixed waste. According to the Applicant Situation is worsed in rainy period. The management of municipal solid waste is one of the main functions of all Urban Local Bodies (ULBs) in the country. All ULBs are required to meticulously plan, implement and monitor all systems of urban service delivery especially that of municipal solid waste. With limited financial resources, technical capacities and land availability, urban local bodies are constantly striving to meet this challenge. It is said by us that we are trying that no municipal solid /Garbage will compile at the said site it will on regular on hour basis transfer to Siwari Plant for further Process. It is also Clarified that Nagar Nigam Lucknow is Propose to making Cemented Platform so that no water or chemical goes to the Ground Water.

16. That it is well known fact that the management of municipal solid waste in India has surfaced or continued to be a severe problem not only because of environmental and aesthetic concerns but also because of the enormous quantities generated every day. Even though only 31% of Indian population resides in urban areas, this

Information, Education & Communication (IEC) Activities and also with the help of People Regular awareness programme are organized. Next 6 months we have targeted to educate around 70 % House/Institution.

18. In spite of complete failure of Eco Green Energy Pvt. Ltd , the current responsible agency for Waste Management, Lucknow Municipal Corporation is putting tremendous efforts to bring the waste management scenario of Lucknow upto the mark. The proposed action plan is as Under-

A. For Segregated collection and transportation of Waste, Lucknow Municipal Corporation is implementing projects as mentioned below:-

- LMC has already started intensive Information, Education & Communication (IEC) campaign to educate people for source segregation. Target is to achieve 100% source segregation in next one year.*
- LMC has already finalized the tender process of gap identified fleets for door to door collection, transportation of waste, C&D waste and silt.*

B. For management of Wet Waste, Lucknow Municipal Corporation is implementing projects as mentioned below:-

- LMC has awarded the Contract to Ever Enviro Resource Management Pvt. Ltd for construction & O&M of 300 TPD Bio-CNG plant. Project will not only utilize 300 MT wet waste on daily basis but also produce Bio-CNG a source of green energy.*
- LMC has identified Bulk generators and have directed them to do onsite wet waste processing in their premise. In this way approx. 50 TPD wet waste will be converted to compost through decentralized composting techniques.*
- LMC has already started for Revival of Compost Plant at Shivri Machineries which were kept idle since long ago by Ecogreen Energy Pvt Ltd are now, overhauled and are functioning properly. Faulty electrical system is also rectified and now LMC is further planning to procure additional machineries to enhance the capacity of Compost plant upto 1000 MT per day in two shift operation.*

C. For management of Dry Waste, Lucknow Municipal Corporation is implementing projects as mentioned below;

- LMC has already started for Revival of RDF Plant along with the compost plant located at Shivri. LMC is*

further planned to construct 3 MRF Cum TS with state of art technology.

- *LMC is also planning to construct a RDF based waste to energy plant.*

D. For the C&D Waste-

- *LMC has already prepared the DPR for capacity enhancement of existing 100 TPD C&D waste plant at Mohanlal Ganj to 3.00 MT per day.*
- *LMC- has identified 8 locations, one in each zone for development of C&D waste collection Center. These Centers will receive C&D waste in segregated manner and the same will be transported to C&D waste processing facility.*

E. Horticulture Waste-

- *It is planned to construct In-situ Composting unit for leaves and horticulture waste and a briquetting unit from branches and Coconut shell.*

F. Domestic hazardous waste and E-waste

- *LMC has identified 8 locations, one in each zone for development of Domestic hazardous and E-waste collection centre. These centres will receive specific waste in and will transfer the waste to their dedicated processing facility.*

G. Sanitary Landfill

- *A Sanitary Landfill in 34 Acres of land at Shivri is being designed and will be brought under tender process*

H. Legacy waste Management-

- *LMC has already prepared the DPR for Management of legacy waste and unprocessed waste dumped by M/s Ecogreen Energy Pvt. Ltd. at Shivari processing plant and nearby landfill for which financial concurrence is accorded and tender process is initiated.*

Lucknow Municipal Corporation is putting all their effort, identified the gaps and have ring fenced the budget through 15th FC and SBM for improvement of Solid Waste Management scenario in Lucknow.

19. That the tender process of Three New Transfer Stations were completed and at Two Places Already Established/Running Transfer

21. *That at Present Construction of total 10 Mechanized MRF Centre are in progress by these -MRF Centres Wet garbage and Dry Garbage can be segregated and that can be Recycled. For the Operation of these MRF/s one organization namely kabadi.com has been appointed.*

22. *That Tender Process has been Completed for Buying the 90 Vehicles and 13 Richaw Trolly for Primary Garbage Collection and Tender also has been completed for buying 35 Reused Compressor for Collection of Secondary Garbage.*

23. *That with the help of around 800 Parks of the City Horticulture waste/Wet Garbage Nagar Nigam Lucknow is making Compost. Nagar Nigam Lucknow is also taking lot of steps to disposal of E-waste, Hazardous Waste, Flower Waste. Nagar Nigam Lucknow is also Establishing Waste to Wonder Park by waste collection and plastic Collection from house hold. Nagar Nigam is planning to end the use of plastic in the city which will be possible only if citizens of Lucknow participate in this Campaign. Nagar Nigam Lucknow schemes will make people aware about three approaches — Reduce, Recycle and Reuse — which is the only way to save our environment. Waste items like tires, rods, nut-bolts, iron sheets, appliances that are not in use or do not work, will be utilised to create something that is visually appealing.*

24. *That at the Siwari New Leachate Treatment Plant is Proposed and Proposal has been given to Government for its Consent and Tender has been floated for disposal of unprocessed Waste at that Place. Lucknow Nagar Niga has already prepared the DPR for capacity enhancement of existing 100 TPD C&D waste plant at Mohanlal Ganj to 300 MT per day.”*

8. We have heard learned Counsel for the parties, perused the record and duly considered the matter. Question for consideration is whether the Lucknow Development Corporation has discharged its statutory obligation of providing clean environment and complied statutory norms on the subject. If not, how its accountability is to be fixed.

9. Before considering the matter further, it will be relevant to point out that the issue of solid waste management has been monitored by the

require constant efforts and monitoring with a view to making the municipal authorities concerned accountable, taking note of dereliction, if any, issuing suitable directions consistent with the said Rules and direction incidental to the purpose underlying the Rules such as upgradation of technology wherever possible. All these matters can, in our opinion, be best left to be handled by the National Green Tribunal established under the National Green Tribunal Act, 2010.”

10. Before transferring the said proceedings, matter was monitored by Hon'ble Supreme Court for about eighteen years and orders passed include (2000) 2 SCC 679 and (2004) 13 SCC 538, directing scientific disposal of waste by setting up of compost plants/processing plants, preventing water percolation through heaps of garbage, creating focused 'solid waste management cells' in all States and complying with the Municipal Solid Waste Management Rules, 2000 (now replaced by SWM Rules, 2016). It was observed that the local authorities constituted for providing services to the citizens are lethargic and insufficient in their functioning which is impermissible. Non-accountability has led to lack of effort on the part of the employees. Domestic garbage and sewage along with poor drainage system in an unplanned manner contribute heavily to the problem of solid waste. The number of slums has multiplied significantly occupying large areas of public land. Promise of free land attracts more land grabbers. Instead of "slum clearance" there is "slum creation" in cities which is further aggravating the problem of domestic waste being strewn in the

be identified keeping in mind requirement of the city for next 20 years and environmental considerations, sites be identified for setting up of compost plants, steps be taken to prevent fresh encroachments and compliance report be submitted within eight weeks. Further observations in the judgment of the Hon'ble Supreme Court are:

"3. The petitioner has handed over a note in the Court showing the progress that has been made in some of the States and also setting out some of the suggestions, including the suggestion for creation of solid waste management cell, so as to put a focus on the issue and also to provide incentives to those who perform well as was tried in some of the States. The said note states as under:

"1. As a result of the Hon'ble Supreme Court's orders on 26-7-2004, in Maharashtra the number of authorisations granted for solid waste management (SWM) has increased from 32% to 98%, in Gujarat from 58% to 92% and in M.P. from NIL to 34%. No affidavits at all have been received from the 24 other States/UTs for which CPCB reported NIL or less than 3% authorisations in February 2004. All these States and their SPCBs can study and learn from Karnataka, Maharashtra and Gujarat's successes.

2. All States/UTs and their SPCBs/PCCs have totally ignored the improvement of existing open dumps, due by 31-12-2001, let alone identifying and monitoring the existing sites. Simple steps can be taken immediately at almost no cost by every single ULB to prevent monsoon water percolation through the heaps, which produces highly polluting black run-off (leachate). Waste heaps can be made convex to eliminate standing water, upslope diversion drains can prevent water inflow, downslope diversion drains can capture leachate for recirculation onto the heaps, and disused heaps can be given soil cover for vegetative healing.

3. Lack of funds is no excuse for inaction. Smaller towns in every State should go and learn from Suryapet in A.P. (population 103,000) and Namakkal in T.N. (population 53,000) which have both seen dustbin-free 'zero garbage towns' complying with the MSW Rules since 2003 with no financial input from the State or the Centre, just good management and a sense of commitment.

4. States seem to use the Rules as an excuse to milk funds from the Centre, by making that a precondition for action and inflating waste processing costs 2-3 fold. The Supreme Court Committee recommended 1/3 contribution each from the city,

5. *Unless each State creates a focussed 'solid waste management cell' and rewards its cities for good performance, both of which Maharashtra has done, compliance with the MSW Rules seems to be an illusion.*

6. *The admitted position is that the MSW Rules have not been complied with even after four years. None of the functionaries have bothered or discharged their duties to ensure compliance. Even existing dumps have not been improved. Thus deeper thought and urgent and immediate action is necessary to ensure compliance in future."*

11. Further reference may also be made to orders of Hon'ble Supreme Court in *Municipal Council, Ratlam vs. Vardhichand and B.L. Wadhera v. Union of India and Ors.* laying down that clean environment is fundamental right of citizens under Article 21 and it is for the local bodies as well as the State to ensure that public health is preserved by taking all possible steps. For doing so, financial inability cannot be pleaded. We note that even after 26 years of monitoring, 18 years by Hon'ble Supreme Court and eight years by this Tribunal, ground situation remains unsatisfactory.

12. Vide order dated 22.12.2016, (2016) SCC Online NGT 2981, the issue of Solid Waste Management was disposed of by the Tribunal requiring strict compliance of Solid Waste Management Rules, 2016 by all the States/UTs making it clear that if violations continue, the State will be liable to pay compensation. Later, matter was taken up to ascertain compliance status and finding that all the States/UTs were still non-compliant in the matter, the matter was again taken up and fresh directions issued for monitoring by the Tribunal constituted Monitoring Committees vide order dated 31.08.2018. Thereafter, Chief Secretary, UP has appeared twice in person and directions for monitoring compliance

several individual cities such as Ludhiana (in OA No. 286/2022, *In re: News item published in The Indian Express dated 20th April, 2022, titled “7 Charred to death in fire near Ludhiana dumpsite”*, order dated 01.11.2022), Delhi (in OA No. 300/2022, *In re: News item published in The Times of India dated 22nd April, 2022, titled “Delhi: Another long-drawn effort to douse fire at Ghazipur landfill”*, dated 11.10.2022) and Gurgaon (in OA No. 172/2021, *Poonam Yadav vs. M/s. Ecogreen Energy Pvt. Ltd. & Ors.*, order dated 23.09.2022) In such situation, if non compliance is continuing in Capital city of Lucknow, accountability for such failure has to be fixed.

13. We now proceed to consider the issue in the present case. The record shows serious failure on the part of the Corporation in complying with waste management norms which has obviously resulted in damage to the environment and public health for which the Corporation and the Commissioner are accountable.

14. Affidavit of the Corporation itself shows that it is still at the stage of planning and preparing proposals. It is content by giving contract to a contractor who failed to perform and violations as alleged by the applicant and the State PCB have taken place for which no coercive measures such as black listing, claiming compensation, terminating contract have been taken nor alternative arrangements made even though prescribed timelines under statutory rules have since expired. This clearly shows the collusion of the Corporation and the contractor to the detriment of public health. The State PCB has not taken adequate remedial measures and has merely sought sanction under section 197 Cr.PC for violations which can hardly

precise information was sought on quantum of waste generation, quantity of waste processed and remediation of legacy waste site. However, no information is furnished. This shows lack of sincerity on the part of the Corporation. Violations are acknowledged in the form of foul smell, blockage of drains, leachate discharge and piling of garbage at transfer stations even though under the Rules, the garbage has to go to end destinations like composting centres, MRF, waste to energy plants, integrated waste management plants. Needless to say such failure causes immense hardship to citizens and generates methane gas which leads to climate change.

15. Accordingly, while directing expeditious compliance of norms in managing the waste for acknowledged violations for long time and which are serious, we fix the interim compensation of Rs. 10 crores against the Corporation on polluter pays principle which may be deposited with the State PCB within one month but positively before 31.03.2023, which will be the personal responsibility of Commissioner, Lucknow Municipal Corporation. The interim compensation will be over and above the compensation assessed by the State PCB. The amount may be utilized for restoration of environment in accordance with the District Environment Plan of the District associating the District Magistrate. If there is a failure in deposit, the Commissioner, Lucknow Municipal Corporation will not be entitled to draw salary after 01.04.2023.

16. Action taken report with status of compliance and details of waste generated and processed as on 30.04.2023 be filed by 15.05.2023 by e-

A copy of this order be forwarded to the Chief Secretary, Uttar Pradesh, Secretary, Urban Development, UP and Commissioner, Lucknow Municipal Corporation by e-mail for compliance.

The Commissioner, Lucknow Municipal Corporation may remain present in person on the next date by V.C.

Adarsh Kumar Goel, CP

Sudhir Agarwal, JM

Arun Kumar Tyagi, JM

Dr. Afroz Ahmad, EM

February 13, 2023
Original Application No. 654/2022
DV

Item No. 01

(Court No. 1)

**BEFORE THE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI**

Review Application No. 15/2023
In
Original Application No. 654/2022

Priyadarshini Colony D, residence Welfare Society

Applicant

Versus

State of Uttar Pradesh & Ors.

Respondent(s)

.....

Municipal Corporation of Lucknow (LMC)

Review Applicant

Date of hearing: 31.03.2023

**CORAM: HON'BLE MR. JUSTICE ADARSH KUMAR GOEL, CHAIRPERSON
HON'BLE MR. JUSTICE SUDHIR AGARWAL, JUDICIAL MEMBER
HON'BLE MR. JUSTICE ARUN KUMAR TYAGI, JUDICIAL MEMBER
HON'BLE DR. AFROZ AHMAD, EXPERT MEMBER**

IN CHAMBER BY CIRCULATION

ORDER

1. This application seeks review of order of this Tribunal dated 13.02.2023. By the said order, the Tribunal dealt with the issue of violation of environmental norms in shifting the dumping zone and garbage lying on the dumping site at Bandha Road, Faizzullaganj, Priyadarshini Colony, Sector-D, Lucknow. Such violation was resulting in obnoxious smell to the detriment of environment and public health.

2. The Tribunal considered factual report dated 07.01.2023 filed by the joint Committee constituted by this Tribunal to the effect that the contractor, M/s Eco Green Energy Private Limited had failed to perform its

contractual obligations to scientifically handle the waste. According to the State PCB, the violations were established for which compensation was levied against the Lucknow Municipal Corporation and prosecution was also recommended.

3. The Tribunal also considered the affidavit filed by the Lucknow Municipal Corporation which itself showed that most of the remedial measures were at the planning stage only. Measures taken were inadequate. Accordingly, the Tribunal directed further remedial measures and levy of compensation of ₹10 Crore against the Lucknow Municipal Corporation on 'polluter pays' principle to be utilized for restoration of environment in terms of District Environment Plan. It was directed that if deposit was not made, the Commissioner, Lucknow Municipal Corporation will not be entitled to draw salary after 01.04.2023.

4. Operative part of the order is reproduced below:

“13. We now proceed to consider the issue in the present case. The record shows serious failure on the part of the Corporation in complying with waste management norms which has obviously resulted in damage to the environment and public health for which the Corporation and the Commissioner are accountable.

*14. Affidavit of the Corporation itself shows that it is still at the stage of planning and preparing proposals. It is content by giving contract to a contractor who failed to perform and violations as alleged by the applicant and the State PCB have taken place for which no coercive measures such as black listing, claiming compensation, terminating contract have been taken nor alternative arrangements made even though prescribed timelines under statutory rules have since expired. This clearly shows the collusion of the Corporation and the contractor to the detriment of public health. The State PCB has not taken adequate remedial measures and has merely sought sanction under section 197 Cr.PC for violations which can hardly be held to be in discharge of public duties. The action of the State PCB is thus stonewalling action against the violator. Order of the Tribunal in para 11 requires explanation about legality/viability of operation of Transfer Station which has not been explained. **Further, in para 13 of the order, precise information was sought on quantum of waste generation, quantity of waste processed and remediation of legacy waste site.** However, no information is furnished. This shows lack of sincerity on the part of the Corporation.*

Violations are acknowledged in the form of foul smell, blockage of drains, leachate discharge and piling of garbage at transfer stations even though under the Rules, the garbage has to go to end destinations like composting centres, MRF, waste to energy plants, integrated waste management plants. Needless to say such failure causes immense hardship to citizens and generates methane gas which leads to climate change.

15. Accordingly, while directing expeditious compliance of norms in managing the waste for acknowledged violations for long time and which are serious, we fix the interim compensation of Rs. 10 crores against the Corporation on polluter pays principle which may be deposited with the State PCB within one month but positively before 31.03.2023, which will be the personal responsibility of Commissioner, Lucknow Municipal Corporation. The interim compensation will be over and above the compensation assessed by the State PCB. The amount may be utilized for restoration of environment in accordance with the District Environment Plan of the District associating the District Magistrate. If there is a failure in deposit, the Commissioner, Lucknow Municipal Corporation will not be entitled to draw salary after 01.04.2023.

16. Action taken report with status of compliance and details of waste generated and processed as on 30.04.2023 be filed by 15.05.2023 by e-mail at judicial-ngt@gov.in preferably in the form of searchable PDF/OCR Support PDF and not in the form of Image PDF.”
(Emphasis supplied)

5. In this review application, it has been submitted that action had been initiated against the contractor, who have failed to carry out necessary measures resulting in violation of norms. There are serious challenges in waste management, as the city is densely populated and growth has been unsystematic.

6. We have considered the matter. Apart from the fact that the review cannot rehearing, it remains undisputed that there are serious violations. As per stand of the Lucknow Municipal Corporation itself in its legal notice addressed to its contractor, which has been annexed to this application, violations are acknowledged, including the following:-

*“34. That due to deficiency of your service and poor collection of waste material from door to door, **people are throwing waste material at open place and same is resulting into borne disease like Malaria, Dengue etc.** in this way you are also violating the clause 1.2 of Section I of Schedule-G (Operation and*

Maintenance Requirements) of Concession Agreement. The purpose of Service Goal is defeating. It need not to be mentioned here that sometimes small garbage dumps caught fire and it leads to air pollution.

35. ***The due to your poor performance, runoff in rainy season carries the litter to nearby surface drains and it blocks the free flow of water and polluting the drains. Your conduct is sinister design to malign the reputation of my client in public at large and it downgrading the ranking of Lucknow Municipal Corporation in Swachh Survekshan.”***

7. Lucknow Municipal Corporation could not avoid responsibility for the violations as the contractor is the agent of Corporation. Lucknow Municipal Corporation has not responded about *“overall status of the city to comply MSW Rules giving quantum of waste generation, installed and operational status of waste processing facilities and legacy waste which has to be remediated”* in terms of para 13 of the order dated 20.01.2023.

8. Thus, even by way of showing indulgence, only modification which we can make is that instead of Corporation itself making separate deposit of ₹10 Crore, as directed, it will be free to use the funds allocated by the State, in terms of order dated 23.03.2023 in O.A. No. 606/2018, subject to the Chief Secretary, Uttar Pradesh, allocating the said amount separately for the Lucknow Municipal Corporation within one month from today. The direction against drawl of salary by the Commissioner, Lucknow Municipal Corporation will also stand deferred on such condition. Let compliance report be filed as earlier directed by 15.05.2023 by email at judicial-ngt@gov.in preferably in the form of searchable PDF/OCR supported PDF and not in the form of image PDF.

Review application is disposed of.

A copy of this order be forwarded to the Chief Secretary, Uttar Pradesh and Commissioner, Lucknow Municipal Corporation by email for compliance.

Adarsh Kumar Goel, CP

Sudhir Agarwal, JM

Arun Kumar Tyagi, JM

Dr. Afroz Ahmad, EM

March 31, 2023
R.A No. 15/2023 in O.A. No. 654/2022
AVT



नगर निगम लखनऊ

प्रेषक, नगर आयुक्त, नगर निगम, लखनऊ।	सेवा में, निबन्धक, मा० राष्ट्रीय हरित अधिकरण, कॉपरनिकस रोड, नई दिल्ली।
पत्र संख्या :- डी/ 308 / न०आ० / पर्या०अभि० / 23	दिनांक :- २२ जुलाई, 2023

विषय : प्रियदर्शिनी कालोनी वेलफेयर सोसाइटी द्वारा दायर मा० एन०जी०टी० के ओ०ए० संख्या 654/2022 के आदेश दिनांक 13.02.2023 के क्रम में नगर निगम द्वारा दायर रिव्यू पिटीशन 15/2023 के पारित आदेश के सम्बन्ध में।

महोदय,

कृपया उपरोक्त विषयक पूर्व प्रेषित पत्रांक सं० डी/42/न०आ०/पर्या०अभि०/23 दिनांक 18.04.2023 सन्दर्भ ग्रहण करने का कष्ट करें। उक्त सम्बन्ध में अवगत कराना है कि लखनऊ नगर के नगरीय ठोस अपशिष्ट प्रबन्धन हेतु कार्यरत ट्रांसफर स्टेशन, स्थल बन्धा रोड फैजुल्लागंज रोड, निकट प्रियदर्शिनी कालोनी डी, रेजीडेन्स वेलफेयर सोसाइटी, लखनऊ के सम्बन्ध में मेसर्स इकोग्रीन एनर्जी लखनऊ प्रा० लि० संस्था द्वारा ठोस अपशिष्ट प्रबन्धन नियम-2016 का उल्लंघन करने के दृष्टिगत माननीय राष्ट्रीय हरित अधिकरण, नई दिल्ली द्वारा ओ०ए० संख्या-654/2022 "प्रियदर्शिनी कालोनी डी, रेजीडेन्स वेलफेयर सोसाइटी बनाम स्टेट ऑफ उ०प्र० व अन्य" में पारित आदेश दिनांक 13.02.2023 के पैरा-15 में निम्नवत एक्शन हेतु आदेशित दिया गया था :-

"Accordingly, while directing expeditious compliance of norms in managing the waste for acknowledged violations for long time and which are serious, we fix the interim compensation of Rs. 10 corors against the Corporation on polluter pays principle which may be deposited with the State PCB within one month but positively before 31.03.2023, which will be the personal responsibility of Commissioner, Lucknow Municipal Corporation. The interim compensation will be over and above the compensation assessed by the State PCB. The amount may be utilized for restoration of environment in accordance with the District Environment Plan of the District associating the District Magistrate. If there is a failure in deposit, the Commissioner, Lucknow Municipal Corporation will not be entitled to draw salary after 01.04.2023". (संलग्नक-1)

उक्त क्रम में नगर निगम द्वारा एक रिव्यू पिटीशन संख्या 15/2023 मा० हरित न्यायिकरण के आदेश दिनांक 31.03.2023 के रिव्यू हेतु मुख्य बेन्च में दाखिल की गयी जिसके आदेश दिनांक 31.03.2023 के पेज संख्या 04 पैरा 08 में निम्नवत आदेश किया गया है।

"Thus, even by way of showing indulgence, only modification which we can make is that instead of Corporation itself making separate deposit of ₹10 Crore, as directed, it will be free to use the funds allocated by the State, in terms of order dated 23.03.2023 in O.A. No. 606/2018, subject to the Chief Secretary, Uttar Pradesh, allocating the said amount separately for the Lucknow Municipal Corporation within one month from today. The direction against drawl of salary by the Commissioner, Lucknow Municipal Corporation will also stand deferred on such condition. Let compliance report be filed as earlier directed by 15.05.2023 by email at judicial-ngt@gov.in preferably in the form of searchable PDF/OCR supported PDF and not in the form of image PDF". (संलग्नक-2)

उपरोक्त आदेशों के अनुपालन में नगर निगम द्वारा शासन को प्रेषित पत्र संख्या-डी/56/न0अ0/पर्या0अभि0/23 दिनांक 26.04.2023 के माध्यम से विधिक प्रक्रिया के अन्तर्गत अग्रिम कार्यवाही हेतु दिशा निर्देश मांगे गये थे। जिसके क्रम में संयुक्त सचिव, नगर विकास अनुभाग-5, उ0प्र0 शासन द्वारा निम्नानुसार दो बिन्दुओं पर कार्यवाही हेतु निर्देशित किया गया है :-

1. मा0 राष्ट्रीय हरित अधिकरण, नई दिल्ली द्वारा ओ0ए0 संख्या-654/2022 "प्रियदर्शिनी कालोनी डी, रेजीडेन्स वेलफेयर सोसाइटी, लखनऊ बनाम स्टेट ऑफ उ0प्र0 व अन्य" में पारित आदेश दिनांक 13.02.2023 एवं उक्त आदेश के विरुद्ध नगर निगम लखनऊ द्वारा योजित रिव्यू पिटिशन संख्या-15/2023 में मा0 राष्ट्रीय हरित अधिकरण, नई दिल्ली द्वारा पारित आदेश दिनांक 31.03.2023 के दृष्टिगत तथा ओ0ए0 संख्या-606/2018 Compliance of Municipal Solid Waste Management Rules, 2016 and Other Environment Issues में मा0 राष्ट्रीय हरित अधिकरण, नई दिल्ली द्वारा पारित आदेश दिनांक 23.03.2023 के अनुपालन में पर्यावरण सुधार से सम्बन्धित कार्यों यथा सॉलिड वेस्ट मैनेजमेन्ट एवं लिक्विड वेस्ट मैनेजमेन्ट कार्यों हेतु जिलाधिकारी, लखनऊ के निवर्तन पर एक "रिंग फेन्स एकाउण्ट" खोलकर उसमें धनराशि जमा की जानी है और उक्त धनराशि का उपयोग मात्र पर्यावरण सुधार से सम्बन्धित कार्यों यथा सॉलिड वेस्ट मैनेजमेन्ट एवं लिक्विड वेस्ट मैनेजमेन्ट आदि पर ही किया जाना है।

2. कृपया नगर आयुक्त, नगर निगम लखनऊ के उपरोक्त संदर्भित पत्र दिनांक 26.04.2023 द्वारा उपलब्ध कराये गये प्रस्ताव के दृष्टिगत मा0 राष्ट्रीय हरित अधिकरण, नई दिल्ली के आदेश के अनुपालन में एक रिंग फेन्स एकाउण्ट खोलकर उसमें रू0 63.94 करोड़ की धनराशि जमा किये जाने एवं उक्त धनराशि का उपयोग पर्यावरण सुधार हेतु सॉलिड/लिक्विड वेस्ट मैनेजमेन्ट के कार्यों पर किये जाने की कार्यवाही सुनिश्चित कराते हुए कृत कार्यवाही की एक प्रति शासन को भी उपलब्ध कराने का कष्ट करें।

उक्त रिव्यू पेटिशन में दिये गये निर्देश के अनुपालन के सम्बन्ध में मा0 राष्ट्रीय हरित अधिकरण, नई दिल्ली दिनांक 27.07.2023 को अग्रिम सुनवायी निर्धारित की गयी है।

उपरोक्त आदेशों के अनुपालन में लखनऊ नगर में सॉलिड वेस्ट एवं लिक्विड वेस्ट मैनेजमेन्ट हेतु धनराशि में से रू0 63.95 करोड़ की धनराशि को पृथक कर रिंग फेन्स एकाउण्ट खोल कर ट्रांसफर किया गया है। जिसमें नगर निगम लखनऊ पर पर्यावरण क्षतिपूर्ति हेतु अध्यारोपित धनराशि रू0 10.00 करोड़ भी सम्मिलित है। प्रश्नगत स्थल पर प्रियदर्शिनी कालोनी के पास स्थित ट्रांसफर स्टेशन को बंद कर तीन स्थलों पर नये ट्रांसफर स्टेशन निर्मित करने हेतु निविदा प्रक्रिया की जा चुकी है। दो स्थलों पर कार्य प्रारम्भ करने के दौरान दोनों चिन्हित स्थलों पर स्थानीय निवासियों के विरोध के कारण कार्य प्रारम्भ नहीं हो सका। नगर के बाहरी क्षेत्र में ट्रांसफर स्टेशन निर्माण हेतु स्थल का चयन किया जा रहा है। उक्त धनराशि को सॉलिड वेस्ट मैनेजमेन्ट के अन्तर्गत कूड़े का कलेक्शन, ट्रांसपोर्टेशन, प्लान्ट संचालन, ट्रांसफर स्टेशन एवं अन्य सम्बन्धित कार्यों में व्यय किया जा रहा है।
संलग्नक : यथोक्त।

भवदीय

(इंद्रजीत सिंह)
नगर आयुक्त

प्रतिलिपि :-

1. प्रमुख सचिव, उत्तर प्रदेश शासन को सादर अवलोकनार्थ।
2. राज्य मिशन निदेशक, स्वच्छ भारत. मिशन-नगरीय, राज्य मिशन निदेशालय, उ0प्र0 को सूचनार्थ।

(इंद्रजीत सिंह)
नगर आयुक्त

Item No. 08

Court No. 1

**BEFORE THE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI**

Original Application No. 654/2022

Priyadarshini Colony D, residence
Welfare Society

Applicant

Versus

State of Uttar Pradesh & Ors.

Respondent(s)

Date of hearing: 27.07.2023

**CORAM: HON'BLE MR. JUSTICE SHEO KUMAR SINGH, CHAIRPERSON
HON'BLE MR. JUSTICE ARUN KUMAR TYAGI, JUDICIAL MEMBER
HON'BLE DR. A. SENTHIL VEL, EXPERT MEMBER**

Applicant: Mr. Rahul Khurana, Advocate

Respondent: Mr. Daleep Dhyani, Adv. for UPPCB
Mr. Mukesh Verma & Mr. Ajay Singh, Advs. for Lucknow Nagar Nigam
Ms. Priyanka Swami, Adv. for Urban Development Deptt., State of UP

ORDER

1. The issue of violation of Solid Waste Management Rules, 2016 and unscientific dumping of solid waste and violation of Water (Prevention and Control of Pollution) Act, 1974 and the Air (Prevention and Control of Pollution) Act, 1981 have been raised in this application.

2. Grievance in this application is against violation of environmental norms in shifting the dumping zone and garbage lying on the dumping site i.e. Bandha Road, Faizzullaganj, Priyadarshini Colony, Sector-D, Lucknow. It is stated that such unscientific dumping of solid waste is resulting in foul and obnoxious smell in violation of Water (Prevention and Control of Pollution) Act, 1974, Air (Prevention and Control of Pollution) Act, 1981 and Environment (Protection) Act, 1986. The applicant has annexed

certificate dated 15.05.2022 issued by the Vardhaman Hospital, Lucknow that garbage site at Priyadarshini Colony was resulting in diseases. There is also a letter of Dr. Neeraj Bhora, MLA, UP Assembly dated 16.05.2022 addressed to Commissioner, Municipal Corporation, Lucknow forwarding the representation of the Welfare Association on the subject.

3. The matter was taken up by this Tribunal on 16.09.2022 and a Committee was directed to submit a factual and action taken report.

4. In compliance thereof, the Committee had submitted the report with following facts and observation:

“Observation found during Joint Inspection on dated 12-12-2022

1. *The Municipal solid Waste Transfer Station, Puraniya is spread over an area of approx. 5485.7059 Sq.mt. where municipal solid waste collected at transfer station Puraniya is sent to Sivari main plant for MSW processing.*
2. *The center is operated by M/s Eco green Energy Pvt. Ltd, Lucknow.*
3. *The primary waste collection from door to door is carried out by operator of the center (M/ Eco green energy Pvt. Ltd.) in 19 wards of Nagar Nigam Zone-III. The Nagar Nigam Zone- III wards covers Mahanagar, Aliganj, MahaKavi Jai Shanker Prasad, Ayodhyadas-1, Ayodhyadas-2, Jankipuram-1&2, Faizullaganj 2&3, Nirala Nagar, Daliganj Mnkameswar, Begam Hazarat Mahal, Lala Lajpat rai, Kadam Rasool, Vivekanandpuri Triveninagar.*
4. *As informed by the operator of station Nagar Nigam also collect the waste from nearby area of Zone 1 & 7 and Zone-3 from open dump side and send to transfer station Puraniya.*
5. *The facility at transfer centre comprises of 70 E -rickshaw, Plazio-05, Tatazip-05, Bolero 05, containers-07, JCB-03, tractor & trolly-05.*
6. *As informed by operator of the centre approx. 150 Tonn/day N,4unicipal Solid waste received from Nagar Nigam Zone III Wards from one lacks four thousand house hold {1,04,000 houses) through 70, e-Riksha, Mannual riksha-50, Pzio-05, Tatazip-05 etc.*
7. *During inspection, approx.100 Tonn of waste was observed collected at transfer center, due to accumulation of huge quantity of waste at centre unpleasant odour felt at and transfer station.*

8. *The Puraniya transfer station is located adjacent to Pridarshini Nagar colony sector C&D, Sitapur Road, Lucknow.*
9. *During inspection, it was observed that boundary wall of the station has low height from all sides. Main gate of the station is often open which causes entry of animals around the waste collected.*
10. *Drainage system of the center was choked due to MSW, which need to clean regularly.*
11. *The waste transfer station has not obtained NOC from UPPCB for operation of centre.*
12. *The height of boundary wall and fencing around station sufficient but operator has not develop green belt around boundary wall.*
13. *During inspection, due to continuous movement of waste loading vehicles dust emission was also observed.*

Recommendations:-

1. *The facility may be directed for immediate disposal of waste accumulated at transfer station to main processing plant at Shivari.*
2. *Regular monitoring should be carried.*
3. *The operator should develop green belt around boundary wall.*
4. *The Nagar Nigam, sanitary inspector may ensure regular supervision of transfer station for regular lifting of waste collected at transfer centre to avoid the accumulation of waste. He shall also submit its report to The UPPCB on daily basis.*
5. *The operator of station may prohibit the entry of animals inside transfer station and maintain the drainage system of station.*

Action taken proposed-

- 1 *It is proposed to improve the functioning of Lucknow Municipal Corporation Transfer Station.*
- 2 *Detail project report for MRF cum Transfer Station prepared by Nagar Nigam, Lucknow, Tender process of required improvement work is under process. **As annexure-1***

5. The matter was considered on 20.01.2023 and this Tribunal observed as follows:

“xxxxxx.....xxx

9. *Shri Mishra, learned Counsel for State PCB, however, stated that appropriate action would be taken by State PCB in due course of time. We find this situation to be highly dissatisfactory. A Statutory*

Regulator, despite there being no obstruction, has failed in discharging statutory duties with due devotion and has not taken any action which it was under statutory obligation to do. This, inaction and apathy on the part of a Statutory Regulator, in fact, encourages violators of environmental laws and norms to continue with their violations with impunity. The situation is highly deprecable and has to be condemned. In fact, Member Secretary, UPPCB is liable to explain as to why he has not taken any action against the erring officials for the laxity shown by them.

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11. Further, operating transfer stations with holding capacity of 150 tonnes by itself seems to be unacceptable. Rather, steps need to be taken for immediate transportation of waste to the processing site. This issue needs to be clarified in the next report and status of such other transfer stations existing and their siting criteria.

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13. Further, Municipal Commissioner, Nagar Nigam, Lucknow shall file an affidavit to explain as to what further action has been taken in respect to the violations found by joint Committee in the report dated 06.01.2023 filed before Tribunal on 07.01.2023 and also action taken against company to whom operation of above Transfer Station has been given. Municipal Commissioner, Nagar Nigam, Lucknow shall also remain present before Tribunal on the next date. The Commissioner, Lucknow Nagar Nigam shall further provide report on overall status of the city to comply MSW Rules giving quantum of waste generation, installed and operational status of waste processing facilities and legacy waste which has to be remediated.”

6. In response to the questions raised in this application, the explanation of the respondents, State Authorities are that they have recommended termination of contract and actions are being taken. Further reference has been made that in future Material Recovery Facility is being provided and proposal of Bio-CNG plant and reviving compost plant which was idle, had been proposed.

7. The Municipal Corporation, Lucknow has submitted its compliance report on 25.07.2023 to the extent that in light of the proposal dated 26.04.2023 a ring-fenced account has been opened and an amount of Rs. 63.94 crores had been deposited for taking remedial actions in the disposal of solid waste and liquid waste. Except depositing the amount, no action

has been reported to be taken by the Municipal Corporation against the violators of law.

8. The issues raised in this application is non-compliance of the Solid Waste Management Rules, 2016 by the Municipal Corporation, Lucknow and inaction in the compliance of statutory obligation for providing clean environment and compliance of statutory norms by the Corporation.

9. During the course of hearing, learned Counsel appearing for the State PCB has submitted a report prepared by Mr. Sanjeev Pradhan, Environmental Engineer on 24.07.2023 with the facts that the transfer station of Priyadarshini Colony has been closed and for selection of site the process has been initiated. It is further reported that three proposed sites were under consideration after which the matter of two sites has been dropped due to certain disputes and the work order on third site will be completed in next three months.

10. The issues of solid as well as liquid waste management are being monitored by this Tribunal as per orders of the Hon'ble Supreme Court order dated 02.09.2014 in *Writ Petition No. 888/1996, Almitra H. Patel vs. Union of India & Ors.*, (with regard to solid waste management) and order dated 22.02.2017 in W.P. No. 375/2012, reported in (2017) 5 SCC 326, *Paryavaran Suraksha vs. Union of India*, with regard to liquid waste management (sewage). Other related issues which were taken up for monitoring include pollution of 351 river stretches, 122 non-attainment cities in terms of air quality, 100 polluted industrial clusters, illegal sand mining etc. However, later the Tribunal confined present proceedings only to issues of solid waste and sewage management. Before proceeding further, it may be mentioned that scope of present order is to compile and collate the background, data filed by the Chief Secretaries of all the

States/UTs and analysis and directions of the Tribunal on the subject of waste management in the country for further follow up action.

11. The matter was taken by this Tribunal in OA No. 606/2018 and vide order dated 18.05.2023 following directions and observations were issued:

“4. Since non compliance was noticed on both counts from the issues raised before the Tribunal in various proceedings, the Tribunal took the matter again and passed order dated 31.08.2018, recording the extent of gaps and further action. Proceedings were registered afresh with updated status as OA – OA 606/2018 (main) and separate OAs with same number in respect of all States/UTs separately on the subject of waste management and ancilliary issues. The Tribunal constituted Monitoring Committees for six months and vide order dated 16.01.2019, the Tribunal sought personal presence of Chief Secretaries of all States and UTs on different dates with data of compliance status in respective State/UT.

5. On such interaction, it was found by various orders that large scale non-compliance of environmental norms was continuing which was reportedly resulting in deaths and diseases and irreversible damage to the environment. Directions for remedial action were issued which include constitution of a four member special task force in every district having – one each nominated by District Magistrate, Superintendent of Police, State Pollution Control Boards and District Legal Services Authority (DSLAs) for awareness about SWM Rules, 2016 by involving educational, religious and social organizations including local Eco-clubs. Involvement of DLSAs was subject to the approval of the National Legal Services Authority (NALSA) which is the apex body under the Legal Services Authorities Act, 1987. It was observed that Information, Education and Communication (IEC) programmes can go a long way for protection of the environment. Such program can be successful if network of Legal Services Authorities and Educational Institutions at every level is involved.

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16. From the above, it is seen that there was gap in generation and processing of solid waste to the extent of about 56400 TPD (about 60,000 TPD) and legacy waste figure was mentioned at 18.55 crore tones. On the issue of liquid waste management, the gap shown was 17.26 MLD. The data was however found to be not conclusive requiring further verification. The Tribunal in its order dated 30.11.2021 observed:-

“1to14....xxx.....xxx.....xxx

15. We also find that the report does not capture the entire data and correctness of data is not free from doubt. The same needs to be cross-checked. In particular, data for States of Bihar, Chhattisgarh, Himachal Pradesh, Sikkim and UT of Chandigarh, showing zero gap needs verification. The information is not available for all the million plus and State

capital cities, as was required in terms of earlier orders. Information needs to be verified particularly with regard to Aizawl, Kalyan Dombivali, Nagpur, Nasik, Navi Mumbai and Pune where the gap is shown to be zero, which does not prima facie appear to be correct.

16 & 17. xxx.....xxx.....xxx

18. *We are of the view that hence forthwith proceedings in this matter need to cover Solid Waste Management and Sewage Management, these issues being crucial and required to be monitored by this Tribunal by the Hon'ble Supreme Court. Absence of management of waste results in adding to air and water pollution in a big way. All the legacy waste dump sites in the country need to be remediated to reduce methane gas, foul smell and leachate and also to release valuable land occupied by such sites which can be used for waste management/plantation or raising funds. Waste collected must be scientifically processed and disposed at the earliest in the interest of hygiene and public health. It needs to be ensured that instead of remediating the legacy waste sites, the garbage is not shifted to new sites which is not a solution to the problem. It only results in shifting the problem from one place to the other without any advancement of environment protection. What is necessary is that the garbage must be finally disposed of and land reclaimed. The authorities must move towards zero garbage at the end of the day by ensuring that instead of garbage being collected and dumped, it is taken to destination where it is finally processed scientifically and appropriately, except for reused/recycling of such residues as is possible. This is also the mandate of Swachh Bharat Mission, initiated by the Central Government. Similarly, sewage has to be scientifically treated to give effect to the mandate of Water (Prevention and Control of Pollution) Act, 1974 in the interest of availability of clean water in rivers and other waterbodies. Central Governments programmes also provide for initiatives on these subjects. On both aspects, compensation regime has been laid down which is necessary to enforce the rule of law and for protection of environment and public health. The compensation laid down has to be duly collected and utilized for restoration of environment, by being kept in a separate account. Accountability for the failures needs to be fixed by way of ACRs and departmental action as such failures result in crimes under the law of land and damage to public health. Such failure is also breach of Constitutional obligation to uphold the Right to Life. The country is committed to Sustainable Development Goals of providing clean air and safe drinking water.*

19. *In view of above, continued failure of Rule of Law must be remedied in terms of mandate of orders of the Hon'ble Supreme Court in Writ Petition No. 888/1996, Almitra H. Patel Vs. Union of India &Ors. and Paryavaran Suraksha vs. Union of India, followed by orders of this Tribunal. It is necessary that Chief Secretaries continue the monitoring and interact with this Tribunal periodically by video conferencing. Accordingly, we lay down following further schedule for personal appearance*

of the Chief Secretaries, by Video Conferencing, with the status of compliance in respect of each of the States/UTs on the subject of Solid Waste Management and Sewage Management. The data to be furnished should cover all categories of areas in the State – big cities, towns and villages.

20. The hearing on each of above dates will commence at 10:30 a.m. sharp. The Chief Secretaries may not delegate the responsibility. As far as possible, they may adjust other work for which long advance notice is being given. In case adjustment is found difficult for any unforeseen reason, request for change of date may be mailed by e-mail at judicial-ngt@gov.in.

21. All the States/CPCB may undertake process of verification of data after having interaction on video conferencing with the concerned States/UTs within one month. The Secretaries, Environment, Urban Development Department and Irrigation Department may also coordinate with the Member Secretaries of State Legal Services Authorities in all State/UTs in the light of background mentioned in paras 3 and 4 above for the awareness programmes on the subject.”

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27. Idea of environmental compensation is to require remediation, fix accountability for the past failures and ensure restoration in enforcing citizens’ right to clean environment and protect public health. It is hoped this step, if duly implemented, will help providing clean environment and achieve sustainable development goals and add to efforts of preventing climate change.

28. The Tribunal also directed filing of further six monthly status reports to be taken up for directions, if necessary and subject to such exercise, the proceedings were closed with the hope that further directions may not be necessary in case compliance takes place.

J. Summing up

29. We have noted the gaps in generation and processing of waste and need to address the same in the interest of protection of environment and public health. Such gaps exist even after monitoring of issue of solid waste management from 1996 to 2014 by the Hon’ble Supreme Court and for the last nine years by this Tribunal as far as solid waste is concerned and monitoring of issue of water pollution for decades by the Hon’ble Supreme Court in the context of Ganga, Yamuna and other rivers and water bodies by discharge of sewage and other waste, apart from industrial pollution. There are policies of Central Government like swachh bharat and Namami Gange. Still, there are mountains of garbage generating methane and other gases which are source of pollution causing diseases and deaths, apart from occupying huge valuable public resource. Segregation of biodegradable waste and its processing closest to the point of generation is a task which requires good governance and according of high priority. Similarly, preventing sewage discharge into the sources of drinking water has to receive highest priority. Such discharge results in scarcity of drinking water for all living beings

apart from degradation of environment and damage to public health. Gaps in compliance have been noted earlier. The Hon'ble Supreme Court vide order dated 22.2.2017 in Paryavaran Surakhsha fixed three year deadline for waste water treatment systems which has been monitored by the Tribunal in the last six years. Discharge of sewage in drains leading to rivers, lakes, sea or in water bodies and lands has led to serious damage to environment and public health and needs to be addressed on war footing, using indigenous technology wherever viable or such other technology but no drop of sewage can be mixed in drinking water. Timelines are deviated without accountability. There is no justification of any further delay having regard to adverse impact on humanity and citizens' right of access to drinking water. Sewage continues to be mixed in sources of drinking water to the detriment of public health and environment for which earnest efforts are required in the highest level of administration. There was no dearth of technology and no justification of repeated and unending extensions of timelines without fixing accountability for past delays.

30. Some of the observations which have been repeated in most of the orders in view of gaps still existing in almost all States/UTs except Goa, Lakshadweep and Dadra and Nagar Haveli & Daman and Diu and for instance, the order dated 11.05.2023 relating to State of Uttarakhand is as follows:

Use of reclaimed land occupied by legacy waste sites

32. As already mentioned earlier, legacy waste dump sites have resulted in huge damage to the environment and population residing in the vicinity of such dump sites who have suffered in safety, health and comfort. For compensating them for such damage, particularly at flat terrain, one third of land occupied by legacy dump sites (on reclamation) needs to be reserved for dense forest and in the process of afforestation, Campa Funds can be utilized in accordance with the provisions of Compensatory Afforestation Fund Management and Planning Authority Act, 2016 (CAMPA Act). One third of reclaimed land out of the said dump site needs to be reserved for integrated waste management facilities. Remaining one third can be used for any other purpose, consistent with the above purposes, including a part of it being utilized for monetizing, if funding is required for tackling the legacy waste. Legacy waste clearance has to be in minimum further time as laid down statutory timelines have already expired and serious damage is taking place. It may be noted that remediation of legacy sites may be one time affair and such situations should not arise in future. User of land, to be reclaimed, needs to be declared in advance so that further steps can be taken in that direction. This is in line with order of this Tribunal dated 11.10.2022 in OA No. 300/2022, In re: News item published in News 18 dated 26.04.2022 titled "Delhi: Massive Fire at Bhalswa Dump Yard, Fourth This Year; 13 Fire Tenders on Spot".

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Adhering to the timelines

46. Since the issue has been pending since long and there are adverse effects of continuing delay on environment and public health, it cannot be a matter of satisfaction that some steps are taken till the entirety of the problem is tackled on war footing. Planning has to be to resolve the problem without any further delay, in shortest possible time. Whatever timeline is laid down, it should not be breached. If breached, adverse consequences for such failures must follow on the designated accountable officers instead of loose-ended processes.

Need for compliance of statutory duties by specified authorities under SWM Rules and monitoring by NMCG and MoUD for centrally assisted/sponsored schemes

50. Under the Solid Waste Management Rules, 2016, statutory authorities for various actions have been specified. Under Rule 5, a Central Monitoring Committee (CMC) is to be constituted headed by the Secretary, MoEF&CC with representation from Ministries of Urban Development, Rural Development, Chemicals and Fertilizers, Agriculture, CPCB, State PCBs/PCCs, Urban and Rural Development Departments, Urban Local Bodies and Towns from the of the States, FICCI, CII and subject experts. The CMC is to meet once in a year.

The Ministry of Urban Development has to coordinate with the States/UTs under Rule 6 for periodic review and formulation of National Policy and strategies and taking other measures. Under Rule 7, the Department of Fertilizers, Ministry of Chemical and Fertilizers (MoCF) have to provide market development assistance for compost and promote marketing of such compost. MoCF has to comply with Hon'ble Supreme Court's order dated 1.9.2006 in WP(C) No. 888/1996 and ensure that instructions given to the fertilizer companies on 2.6.2008 and 18.6.2012 on co-marketing of compost from city garbage with chemical fertilizers as a 'Basket approach' be complied with. Further, MoCF may review its subsidy fertilizer policy considering Rule 8(g) of the Solid Waste Management Rules, 2016 and the media report. Under Rule 8, Ministry of Agriculture has to evolve mechanism for utilization of compost. Under Rule 9, Ministry of Power has to decide compulsory purchase and tariff issues. Under Rule 10, Ministry of New and Renewable Energy Sources has to facilitate infrastructure creation and provide for subsidy. Under Rule 11, the concerned Secretaries of Urban Development have to prepare State Policy and Management strategies and the Town Planning Department has to ensure setting up waste processing and disposal facilities and take other enumerated actions. Under Rule 12, the District Magistrates have to identify suitable lands and review performance of local bodies. Under Rule 13, the Secretaries of Panchayats have also to perform similar duties. Under Rule 14, CPCB is to coordinate with State PCBs and formulate standards of ground water, ambient air quality, noise, etc. Under rule 15, local authorities have to prepare solid waste management plans, collection of waste and coordination with the other stakeholders for enumerated steps. Under Rule 16, the SPCBs/PCCs have to enforce the rules and monitor

compliances. Under Rule 17, there are duties of private bodies, including the manufacturers to be monitored by the State Bodies. The timelines are provided in Rule 22 for various steps. Last timeline of 5 years from the Rules expires on 7.4.2021. There is also provision for audit and submitting of annual report under Rule 24. Since there has been large scale non-compliances of the said rules, all the concerned authorities need to review the progress and perform their responsibility in accordance with law. The MoEF&CC has to finally monitor compliance, as already mentioned.

51. In view of continuing huge gap in solid and liquid waste generation and treatment, it is high time that Ministry of Housing and Urban Development (MoUD) and National Mission for Clean Ganga (NMCG) who have programmes like Swachh Bharat Mission (SBM – Urban 2.0) , AMRUT 2.0 , Swachh Bharat Mission (Grameen) and River Cleaning, appropriately monitor compliance of waste management norms by concerned States/UTs and take remedial action on their part. Central Funding and State budgetary provisions need to be adequately allocated and apportioned keeping in view of environment compensation which is based on the restoration work estimate. While granting/disbursing funds to States/UTs, execution mechanism for centralized tendering at the State level to overcome delays at each city/town level may be considered. This may facilitate timely utilization of funds. MoEF&CC and CPCB may continue monitoring as per MSW Rules and the Water Act. MoUD and NMCG may also note the gaps reported by the States and UTs in solid and liquid waste management. MoUD may further consider to render proper financial and technical support to States and UTs.”

12. Perusal of the reports submitted by the State PCB and Municipal Corporation, Lucknow reveals that the Municipal Corporation is still at the stage of planning and preparing proposals. No remedial measures have been taken for compliance of environmental rules. A precise information was sought on:

- i. Quantum of waste generation.
- ii. Quantity of waste processed.
- iii. Remediation of legacy waste.
- iv. Provision of collection, segregation and transportation.

13. No concrete information has been furnished by the Municipal Corporation, Lucknow which shows lack of sincerity and non-compliance of orders. There are reported foul smell, blockage of drains throughout city, leachate discharge and piling of garbage at transfer stations but no

remedial action has been taken by the authorities concerned. The deposit of public fund from one account to another account or expenditure from the State exchequer is no compliance of environmental rules. It is simply shifting the responsibility and utilization and playing with the funds of the State.

14. As argued by the learned Counsel appearing for the State PCB previously the contract was given to M/s Eco green Energy Private Limited and there was a complete failure in the waste management and Municipal Corporation, Lucknow has not taken any action against the agency. No details have been provided as to how much amount from the State exchequer was paid to the M/s Eco green Energy Private Limited and how much money was utilized for collection, segregation and disposal of the waste. Simply, finalization of tender has no relation with the waste management. The door-to-door collection and transportation of waste is not proper and legacy waste which has been dumped at Shivari processing plant and nearby landfill had not been disposed of till date. Thus, it is not evidenced from the report on how much gap is existing in waste processing and unprocessed waste resulting to legacy waste everyday. Further, more transfer stations are planned which perhaps are not required, rather collected waste need to be immediately transported to processing sites which may be on de-centralized or centralized basis.

15. In its report, the only thing which has been narrated repeatedly is the finalization and process of tender or DRP. There is further proposal that at the Siwari New Leachate Treatment Plant provided by the Government for its consent and tender has been floated for disposal of unprocessed waste at that place and further that Lucknow Municipal Corporation has prepared the DPR for the capacity enhancement of existing 100 TPD C&D waste plant at Mohanlal Ganj to 300 MT per day.

This is all the preparation of DPR and the process of disposal of the legacy waste or solid waste has not been properly taken by the authorities concerned and in this way the Lucknow Municipal Corporation is not properly discharging its statutory obligation by providing clean environment to the citizens and it is violation of MSW Rules, 2016 and violation of orders of the Hon'ble Supreme Court passed in **Writ Petition No. 888/1996, Almitra H. Patel Vs. Union of India & Ors.**, wherein it has been said that handling of solid municipal waste is a perennial challenge and would require constant efforts and monitoring with a view to making the municipal authorities concerned accountable, taking note of dereliction, if any, issuing suitable directions consistent with the said Rules.

16. During the course of hearing, learned Counsel appearing for the Lucknow Municipal Corporation has further filed copy of the termination notice dated 06.07.2023 containing following facts:

"In view of the above-mentioned facts and your company's unequivocal intention to not to abide by the terms of the Concessionaire Agreement as evident by your various replies and the correspondence exchanged between us, the Lucknow Municipal Corporation is constrained to terminate the said Concessionaire Agreement with your company as per all the relevant provisions of the agreement between us.

Therefore, the Selectee Concessionaire Agreement dated 21st March, 2017 is hereby terminated with effect from the termination date which shall be 06th September 2023 albeit Lucknow Municipal corporation reserve it's right to take appropriate action/decision for early take back of project assets, if situation demand so, and the performance security as subsisting is hereby directed to be appropriated. The Termination Payment payable as estimated under clause 12.2 (c) (iii), read with 12.2 (f) (ii) is Rs 12.62 Crore, the shortfall payments for the bills submitted and approved/ the bills not submitted by you are approximately 22.00 Crore whereas the damages to be recovered from you under clause 12.4 and calculated on account of various non-performance is Rs. 309.97 Crore. The summary of calculations is tabulated below and the details of computation are attached as annexure to this notice.

S.no	Description	Termination payment	Damages to be recovered
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		(Rs. in lacs)	(Rs. in Lacs)
1.	<i>Termination payment equals to 70% of Book value of Fixed assets to be paid to concessionaire</i>	1262.086	
2.	<i>Shortfall payments to concessionaire for the bills submitted and approved/the bills not submitted by concessionaire</i>	2200	
3.	<i>Damages to be recovered by Lucknow Municipal corporation from Concessionaire</i>	-	30996.93
	<i>Net amount to be recovered from concessionaire</i>	Rs. 27534.84 Lacs	

You are hereby called upon to henceforth abide by the Clause 12.2 (d)(i) of concession agreement which says "until Termination the Parties shall, to the fullest extent possible, discharge their respective obligations so as to maintain the continued operation of the Project Facilities", failing which, keeping in view the interest of public at large Lucknow Municipal Corporation will be compelled to take back the fixed assets by adopting due processes of Law for smooth functioning of solid waste management in city and will also be compelled to take Civil and/or Criminal Legal action against your company. You are also directed to abide by Clause 12.2 (d)(iii) of concession agreement and complete the formalities of handing over of project Facilities to Lucknow Municipal Corporation free from any Encumbrance and also ensure to make the payment due to Lucknow Municipal Corporation as mentioned in above Table. Moreover, it is made clear that LMC have replied and addressed all your previous correspondences, letters and grievances through this Termination Notice."

17. This a letter correspondence between the Lucknow Municipal Corporation and the contractor. The contents of the above notice reveal that there are non-compliances to defined agreement listed below:

- A. Door-to-door collection of MSW*
- B. The primary storage of collected door-to-door MSW*
- C. Secondary collection and transportation of MSW, including street sweeping waste, drain silt*
- D. Development, construction and operation and maintenance of the MSW processing Facility with composition as one of the main processes including segregation*
- E. Development, construction and operation and maintenance of the landfill facility*
- F. Post closure Activities of landfill facility*
- G. Collection, transportation, processing and disposal of the MSW littered within the Concession Area as on COD*
- H. Assist ULB in public education/ Awareness Campaign related to MSW*
- I. Collection of the user Charges, on behalf of ULB as determined by the ULB from the time to time.*

- J. *Develop and implement a Complaint Redressed system.*
- K. *Development, financing, operation and maintenance of the Project.*
- L. *Augmentation of equipment/ vehicle, capacity enhancement and provision of ancillary facilities required to implement the Project during the Concession Period.*
- M. *Deployment of adequate and qualified manpower for construction, operation and maintenance management of the Project*
- N. *Procure and /or provide any other required support services and facilities required for the project and”*

18. This Tribunal is concerned with the compliance of the environmental rules and it is for the Municipal Corporation to execute it or to ensure the compliance through any agency. It is a matter between Municipal Corporation and the agency and this Tribunal has nothing to intervene in the matter being contractual matter. Since there are violations of environmental rules, thus, environmental compensation must have to be assessed and realized according to the rules and to be realized by violator of law.

19. When the law protector becomes the law violators, how law will be protected. The basic principle of rule of law is to follow rule/ law and not to break or violate it. For the negligence of those to whom public duties have been entrusted can never be allowed to cause public mischief. Public servants if committing wrong in discharge of statutory functions and later on if it was found not be in accordance with law within the knowledge of the officer concerned then it cannot be said to be the work and duty within the definition of State Act. The conduct shown in the present proceedings are picture of fragrant violation of law and rules made by the state by the executive functionaries in violating rules.

20. The action and conduct of the Officer concerned is not only disregard to the law but it is negation of the authority of the State by the public official doing the act and expending the budget in accordance with their

wishes. An action specifically punitive action does lie for doing what the legislature has authorized if it is done negligently carelessly and in violation of the law. Under our Constitution sovereignty vests in the people. Every limb of the constitutional machinery is obliged to be people oriented. No functionary in exercise of statutory power can claim immunity, except to the extent protected by the statute itself. Public authorities acting in violation of constitutional or statutory provisions oppressively are accountable for their behaviour before authorities created under the statute like the commission or the courts entrusted with responsibility of maintaining the rule of law. Each hierarchy in the Act is empowered to entertain a complaint by the consumer for value of the goods or services and compensation. Any act by any officer in violation of the rules is abuse of power, deliberate maladministration, and perhaps also other unlawful acts causing injury. The servants of the government are also the servants of the people and the use of their power must always be subordinate to their duty of service. A public functionary if he acts maliciously or oppressively and the exercise of power results in harassment and agony then it is not an exercise of power but its abuse. No law provides protection against it. He who is responsible for it must suffer it. Compensation or damage as explained earlier may arise even when the officer discharges his duty mala-fidely and not in accordance with the guidelines, when it arises due to arbitrary or capricious behaviour then it loses its individual character and assumes social significance. Harassment of a common man by public authorities is socially abhorring and legally impermissible. It may harm him personally but the injury to society is far more grievous. Crime and corruption thrive and prosper in the society due to lack of public resistance. Nothing is more damaging than the feeling of helplessness. An ordinary citizen instead of complaining and fighting succumbs to the pressure of undesirable functioning in offices instead of standing against

it. Therefore the award of compensation for harassment by public authorities not only compensates the individual, satisfies him personally but helps in curing social evil. It may result in improving the work culture and help in changing the outlook.

21. Absence of arbitrary power is the first essential of the rule of law upon which our whole constitutional system is based. In a system governed by rule of law, discretion, when conferred upon executive authorities, must be confined within clearly defined limits. The Rule of Law means that the decisions should be made by the application of known principles and rules, such decisions should be predictable and the citizens should know where he is. If decision is taken without any principle or without any rule, it is unpredictable and such decision is the anti-thesis of a decision taken in accordance with the Rule of Law. Even where there is no ministerial duty as above, and even where no recognised tort such as trespass, nuisance, or negligence is committed, public authorities or officers may be liable in damages for malicious, deliberate or injurious wrong-doing. There is thus a tort which has been called misfeasance in public office, and which includes malicious abuse of power, deliberate maladministration, and perhaps also other unlawful acts causing injury.

22. An ordinary citizen or a common man is hardly equipped to match the might of the State or its instrumentalities. That is provided by the rule of law. It acts as a check on arbitrary and capricious exercise of power. The servants of the government are also the servants of the people and the use of their power must always be subordinate to their duty of service. A public functionary if he acts maliciously or oppressively and the exercise of powers results in harassment and agony then it is not an exercise of power but its abuse. No law provides protection against it. He who is responsible for it must suffer it.

23. In the case reported in AIR 1975 SC p. 2260, Hon'ble Supreme Court interpreted the rule of law as under:

"205. Rule of Law postulates that the decisions should be made by the application of known principles and rules and in general such decisions should be predictable and the citizen should know where he is. If a decision is taken without any principle or without any rule, it is not predictable and such decision is the antithesis of a decision taken in accordance with the rule of law."

94. In the case reported in (2011) 6 SCC 508: NOIDA Entrepreneurs Association. Vs. NOIDA and others, Hon'ble Supreme Court while emphasising for maintenance of rule of law in the country observed that public bodies or the State instrumentalities are trustees of the public property and their action must be in conformity with the Statutory provisions and also should be just and fair, to quote relevant portion:

"38. The State or the public authority which holds the property for the public or which has been assigned the duty of grant of largesse etc., acts as a trustee and, therefore, has to act fairly and reasonably. Every holder of a public office by virtue of which he acts on behalf of the State or public body is ultimately accountable to the people in whom the sovereignty vests. As such, all powers so vested in him are meant to be exercised for public good and promoting the public interest. Every holder of a public office is a trustee.

40. The Public Trust Doctrine is a part of the law of the land. The doctrine has grown from Article 21 of the Constitution. In essence, the action/order of the State or State instrumentality would stand vitiated if it lacks bona fides, as it would only be a case of

colourable exercise of power. The Rule of Law is the foundation of a democratic society. (Vide: M/s. Erusian Equipment & Chemicals Ltd. v. State of West Bengal & Anr., AIR 1975 SC 266; Ramana Dayaram Shetty v. The International Airport Authority of India & Ors., AIR 1979 SC 1628; Haji T.M. Hassan Rawther v. Kerala Financial Corporation, AIR 1988 SC 157; Kumari Shrilekha Vidyarthi etc. etc. v. State of U.P. & Ors., AIR 1991 SC 537; and M.I. Builders Pvt. Ltd. v. Radhey Shyam Sahu & Ors., AIR 1999 SC 2468)." 95. A country should not be ruled by men but should be ruled by law. It means, the State action must conform to statutory provisions. The power must flow from Rules, Regulations and statutory provisions. In absence of powers conferred by the statutory provisions, State or its instrumentalities cannot divest a person from his or her property or abridge or dilute the right protected by Articles 14 and 21 of the Constitution of India safeguarding life, liberty livelihood or quality of life."

Similar view has been taken by the Supreme Court in *Ambica Quarry Works etc. Vs. State of Gujarat & Ors.*, AIR 1987 SC 1073; and *Commissioner of Police, Bombay Vs. Gordhandas Bhanji*, AIR 1952 SC 16. In both the cases, the Apex Court relied upon the judgment of the House of Lord in *Julius Vs. Lord Bishop of Oxford*, (1880) 5 AC 214, wherein it was observed as under:-

"There may be something in the nature of thing empowered to be done, something in the object for which it is to be done, something in the title of the person or persons for whose benefit the power is to be exercised, which may couple the power with a duty, and make it the duty of the person in whom

the power is reposed, to exercise that power when called upon to do so.”

In Commissioner of Police (supra), the Apex Court observed as under:-

“Public authorities cannot play fast and loose with the powers vested in them, and persons to whose detriment orders are made are entitled to know with exactness and precision what they are expected to do or forbear from doing and exactly what authority is making the order.....An enabling power of this kind conferred for public reasons and for the public benefit is, in our opinion, coupled with a duty to exercise it when the circumstances so demand. It is a duty which cannot be shirked or shelved nor it be evaded, performance of it can be compelled.”

In Dr. Meera Massey Vs. Dr. S.R. Mehrotra & Ors., AIR 1998 SC 1153, the Apex Court observed as under:-

“If the laws and principles are eroded by such institutions, it not only pollutes its functioning deteriorating its standard but also exhibits.....wrong channel adopted.....If there is any erosion or descending by those who control the activities all expectations and hopes are destroyed. If the institutions perform dedicated and sincere service with the highest morality it would not only up-lift many but bring back even a limping society to its normalcy.”

The Supreme Court has taken the same view in Ram Chand & Ors. Vs. Union of India & Ors., (1994) 1 SCC 44, and held that “the exercise of power should not be made against the spirit of the provisions of the statute, otherwise it would tend towards arbitrariness.” A Constitution Bench of the Hon'ble Supreme Court in Ajit Singh (II) Vs. State of Punjab & Ors., (1999) 7 SCC 209 held that any action being violative of Article 14 of the Constitution is arbitrary and if it is found to be de hors the statutory rules, the same cannot be enforced.

24. In view of the above, we are of the considered opinion that every statutory provision requires strict adherence, for the reason that the

statute creates rights in favour of the citizens, and if any order is passed de hors the same, it cannot be held to be a valid order and cannot be enforced. As the statutory provision creates legal rights and obligations for individuals, the statutory authorities are under a legal obligation to give strict adherence to the same and cannot pass an order in contravention thereof, treating the same to be merely decoration pieces in his office.

25. Accordingly, we direct the Municipal Commissioner, MC Lucknow alongwith Principal Secretary, Urban Development, Govt. of Uttar Pradesh to remain present on the next date of hearing through video conference with all records and factual report as narrated above with the planning of disposal of legacy waste and day-to-day disposal of waste (Para 14). An action taken report be filed by the Municipal Commissioner, MC Lucknow within three weeks by e-mail at judicial-ngt@gov.in preferably in the form of searchable PDF/OCR Support PDF and not in the form of Image PDF.

List the matter on 28.08.2023.

A copy of this order be forwarded to Principal Secretary, Urban Development, Govt. of Uttar Pradesh and Municipal Commissioner, MC Lucknow by e-mail for compliance.

Sheo Kumar Singh, CP

Arun Kumar Tyagi, JM

Dr. A. Senthil Vel, EM

July 27, 2023
Original Application No. 654/2022
DV



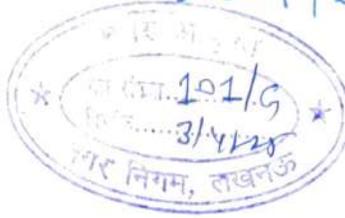
उत्तर प्रदेश प्रदूषण नियंत्रण बोर्ड
UTTAR PRADESH POLLUTION CONTROL BOARD



पत्रांक संख्या- H.26524

/सी-5/M.S.W-1/25

दिनांक- 02-4-25
पंजीकृत



Divya

Sun

116/51/Amrka
04-4-25

यह कि लखनऊ शहर से जनित नगरीय ठोस अपशिष्ट के निस्तारण हेतु म्युनिसिपल सॉलिड वेस्ट प्रोसेसिंग प्लांट ग्राम-शिवरी, मोहान रोड, लखनऊ में स्थापित एवं संचालित है, जिसको पूर्व में मैसर्स इकोग्रीन एनर्जी प्रा०लि० द्वारा संचालित किया जा रहा था, तत्पश्चात् वर्तमान में उक्त इकाई का संचालन मार्च, 2024 से मैसर्स भूमिग्रीन एनर्जी लखनऊ, 7, 703, आशियाना, -बी, शहीद पथ, लखनऊ द्वारा किया जा रहा है।

यह कि माननीय राष्ट्रीय हरित अधिकरण, नई दिल्ली में योजित ओ०ए० संख्या-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 में पारित आदेश दिनांक 11.09.2024 के अनुपालन में जनपद-लखनऊ में नगरीय ठोस अपशिष्ट के उपचार हेतु स्थापित नगरीय ठोस अपशिष्ट प्रसंस्करण प्लांट, शिवरी, मोहान रोड, लखनऊ का निरीक्षण क्षेत्रीय कार्यालय, उ०प्र० प्रदूषण नियंत्रण बोर्ड, लखनऊ के प्राधिकृत अधिकारियों द्वारा पूर्व में निरीक्षण दिनांक 05.12.2024 को किया गया। निरीक्षण के समय पाई गयी कमियों के कारण बोर्ड के पत्र संख्या-20885/सी-5/एम.एस.डब्लू.-1/24 दिनांक 09.12.2024 द्वारा दिनांक 01.01.2024 से दिनांक 05.12.2024 तक रू० 5999.20/-लाख (रूपये उन्सठ करोड़ निन्यानवे लाख बीस हजार) की पर्यावरणीय क्षतिपूर्ति अधिरोपित किये जाने हेतु कारण बताओ नोटिस जारी किया गया था।

यह कि क्षेत्रीय अधिकारी, उ०प्र० प्रदूषण नियंत्रण बोर्ड, लखनऊ के पत्र संख्या-1938/सहमति-2240 दिनांक 26.03.2025 द्वारा अद्यतन आख्या प्रेषित की गयी है। आख्यानुसार नगर निगम, लखनऊ को जारी कारण बताओ नोटिस दिनांक 09.12.2024 के संबंध में नगरीय ठोस अपशिष्ट प्रसंस्करण प्लांट, शिवरी, मोहान रोड, लखनऊ का निरीक्षण क्षेत्रीय कार्यालय, उ०प्र० प्रदूषण नियंत्रण बोर्ड, लखनऊ के प्राधिकृत अधिकारियों द्वारा दिनांक 20.03.2025 को किया गया। निरीक्षण के समय उपस्थित प्रतिनिधि द्वारा अवगत कराया गया कि नगर निगम, लखनऊ क्षेत्र से लगभग औसतम 2000 मिट्रिक टन/दिन से 2100 मिट्रिक टन/दिन फ्रेश नगरीय ठोस अपशिष्ट मोहान रोड स्थित सॉलिड वेस्ट प्रोसेसिंग प्लांट पहुंच रहा है। इकाई परिसर में 700 मि०टन/दिन क्षमता के कुल 03 नग सॉलिड वेस्ट प्रोसेसिंग प्लांट स्थापित किया गया है, जिसमें से 70 मि०टन/दिन क्षमता का 01 सॉलिड वेस्ट प्रोसेसिंग प्लांट दिसम्बर 2024 से, दूसरा सॉलिड वेस्ट प्रोसेसिंग प्लांट जनवरी, 2025 से संचालित किया जा रहा है तथा तीसरा सॉलिड वेस्ट प्रोसेसिंग प्लाट माह मार्च, 2025 में स्थापित किया गया है, जिसका शीघ्र संचालन किया जाना है।

यह कि उक्त प्रसंस्करण प्लांट से जनित लीचेट के ट्रीटमेण्ट हेतु 25 कें०एल०डी० क्षमता का लीचेट ट्रीटमेण्ट प्लांट स्थापित पाया गया, जोकि संचालित पाया गया। राज्य बोर्ड के सन्दर्भ संख्या-179818/UPPCB/Lucknow(UPPCBRO)/CTO/LUCKNOW/2023 दिनांक 15.05.2023 के माध्यम से मैसर्स एम०एस०डब्ल्यू० प्रोसेसिंग प्लांट, ग्राम-शिवरी, तहसील-सरोजनी नगर, लखनऊ के नाम से 1200 मि०टन/दिन क्षमता हेतु सहमति (जल एवं वायु) दिनांक 31.12.2023 तक तथा नगरीय ठोस अपशिष्ट हेतु सन्दर्भ संख्या-4/UPPCB/Lucknow(UPPCBRO)/SWM/LUCKNOW/2023 दिनांक 17.03.2023 के माध्यम से प्राधिकार दिनांक 16.03.2027 तक निर्गत है। वर्तमान में

टी सी-12 बी, विभूति खण्ड,
गोमती नगर, लखनऊ-226010
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e-mail: info@uppcb.com
Web site www.uppcb.com

04.4.25
नगर निगम लखनऊ

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इकाई को सहमति (जल एवं वायु) प्राप्त नहीं है तथा निर्गत ठोस अपशिष्ट प्राधिकार में वर्णित शर्तों का अनुपालन होते नहीं पाया गया, जोकि ठोस अपशिष्ट प्रबन्धन नियम, 2016 का उल्लंघन है।

यह कि सन्दर्भित प्लाण्ट को वर्तमान में बिना सहमति प्राप्त किये संचालित किया जा रहा है, जोकि नगरीय ठोस प्रसंस्करण प्लाण्ट द्वारा ठोस अपशिष्ट प्रबन्धन नियम, 2016 के प्राविधानों का उल्लंघन है। अतः सन्दर्भित प्लाण्ट द्वारा दिनांक 01.01.2024 से निरीक्षण दिनांक 05.12.2024 तक डिफाल्टर अवधि मानते हुये कुल 340 दिवस हेतु केन्द्रीय प्रदूषण नियंत्रण बोर्ड द्वारा जारी मार्गदर्शिका (*Report of the CPCB in house Committee on Methodology for Assessing Environmental Compensation and Action Plan to Utilize the Fund*) के अनुसार पर्यावरणीय क्षतिपूर्ति अधिरोपित किया जाना है। पर्यावरण क्षतिपूर्ति का आकलन निम्नवत् है:-

Sr. No	City	Lucknow city
1	Population (2011)	31,01,263
2	Class	(As per based in plant record of 110 wards)
3	Waste Generation (kg. per person per day)	Million-plus City
4	Waste Generation (TPD)	0.5 kg
5	Waste Disposal as per Rules (TPD)	2395 (As per data provided by the Nagar Nigam, Lucknow)
6	Waste Management Capacity Gap (TPD)	700
7	Calculated EC (capital cost component) in Lacs. Rs	1695
8	Minimum and Maximum values of EC (Capital Cost Component) recommended by the Committee (Lacs Rs.)	3721.51* (But consider calculation mentioned as *Part A=4068) Min. 500; Max. 5000
9	Final EC (capital cost component) in Lacs. Rs	4068
10	Calculated EC (O&M Component) in Lacs. Rs./Day	31.01
11	Minimum and Maximum values of EC (O&M Cost Component) recommended by the Committee (Lacs Rs./Day)	Min. 0.5 Max. 5.0
12	Final EC (O&M Component) in Lacs. Rs./Day	5.00
13	Calculated Environmental Externality (Lacs Rs. Per Day)	0.68 [#]
14	Minimum and Maximum value of Environmental Externality recommended by the Committee (Lacs Rs. per day)	Min. 0.50 Max. 0.60
15	Final Environmental Externality (Lacs Rs. per day)	0.68

Environmental Compensation EC (Lacs Rs.) = 2.4 (Waste Generation - Waste Disposed as per the Rules) + 0.02(Waste Generation - Waste Disposed as per the Rules) x N + Marginal Cost of Environmental Externality x (Waste Generation - Waste Disposed as per the Rules) x N
Simplifying above formula;

$$\text{Environmental Compensation EC (Lacs Rs.)} = \text{Part A} + \text{Part B} + \text{Part C}$$

Part A ---> 2.4 (Waste Generation - Waste Disposed as per the Rules)

Part B ---> 0.02(Waste Generation - Waste Disposed as per the Rules) x N

Or

Final EC (O&M Component) in Lacs. Rs./Day x N

Part C ---> Environmental Externality x (Waste Generation - Waste Disposed as per the Rules) x N

As per provided record at the time of inspection

Waste Generation = 2395 TPD,

Waste Disposed as per the Rules = 700 TPD.

[#]Calculated Environmental Externality (Lacs Rs. per Day) = $\{(1695 \times 40) / 1,00,000\} = 0.678$

So consider Final Environmental Externality (Lacs Rs. per day) = 0.68

Number of days from the date of direction of SPCB are provided by the concerned authority N = 340 Days (Date 01-01-2024 to till now 05-12-2024)
Solid waste processing plant Install capacity = 700 TCD.

*Part A---> { Solid waste processing plant Install Capacity = 700 TCD
as per methodology, Solid Waste for processing plant = 2395 TCD.
Difference of Waste quantity (TPD) = 2395-700 = 1695 TCD. }

Part A = 2.4 x 1695 = 4068/- Lacs.

Part B = Final EC (O&M Component) in Lacs. Rs./Day x N

Part B = 5x340 = 1700/- Lacs.

Part C = Final Environmental Externality (Lacs Rs. per day) x N

Part C = 0.68x340 = 231.2/- Lacs.

Environmental Compensation EC (Lacs Rs.) = Part A + Part B + Part C

= 4068 + 1700 + 231.2

= 5999.2 Lacs.

= 5999.2 Lacs/- (Fifty nine crore ninty nine lakh twenty
Thousand only).

उपरोक्त के दृष्टिगत क्षेत्रीय अधिकारी, लखनऊ के पत्र संख्या-1938/सहमति-2240/2025 दिनांक 26.03.2025 द्वारा नगर निगम, लखनऊ के विरुद्ध दिनांक 01.01.2024 से दिनांक 05.12.2024 तक रू0 5999.20/- लाख (रूपये उन्सठ करोड़ निन्यानवे लाख बीस हजार) की पर्यावरणीय क्षतिपूर्ति अधिरोपित किये जाने हेतु बोर्ड के पत्र संख्या-20885/सी-5/एम.एस.डब्लू-1/24 दिनांक 09.12.2024 द्वारा जारी कारण बताओ नोटिस की पुष्टि किये जाने की संस्तुति की गयी है।

अतः उपरोक्त वर्णित परिस्थितियों के दृष्टिगत जन स्वास्थ्य के हित में जन साधारण को स्वच्छ वातावरण प्रदान करने हेतु राज्य बोर्ड को प्रदत्त शक्तियों के अधीन एवं उपरोक्त वर्णित तथ्यों के परिप्रेक्ष्य में सक्षम अधिकारी के अनुमोदनोपरान्त नगर आयुक्त, नगर निगम, लखनऊ के विरुद्ध बोर्ड के पत्र संख्या-20885/सी-5/एम.एस.डब्लू-1/24 दिनांक 09.12.2024 द्वारा जारी कारण बताओ नोटिस की पुष्टि करते हुए निम्नवत् निर्देश जारी किया जाता है :-

"नगर आयुक्त, नगर निगम, लखनऊ के विरुद्ध अधिरोपित पर्यावरणीय क्षतिपूर्ति रू0 5999.20/- लाख (रूपये उन्सठ करोड़ निन्यानवे लाख बीस हजार) का भुगतान जिसका payment gateway (URL: <https://erp.eshiksa.net/DirectFeesv3/UPPCB>) के माध्यम से Dedicated Account में जमा करना सुनिश्चित करें। Payment gateway के Homepage के dropdown में निम्नवत् विशिष्ट सूचना चयन करें।

- | | |
|--|-----------------------|
| 1. Nature of Pollution/प्रदूषण की प्रकृति- | Solid waste Pollution |
| 2. Regional Officers/क्षेत्रीय कार्यालय- | Lucknow |
| 3. EC imposed in compliance/अनुपालन में ईसी लगाया गया- | NGT order |

उपरोक्त निर्देश के अनुपालन में विलम्बतम् 15 कार्यदिवस के अन्दर अधिरोपित पर्यावरणीय क्षतिपूर्ति जमा करना सुनिश्चित करें तथा उक्त का साक्ष्य क्षेत्रीय कार्यालय, लखनऊ एवं बोर्ड मुख्यालय, लखनऊ को भी प्रेषित करें।

सक्षम अधिकारी द्वारा अनुमोदनोपरान्त पत्र निर्गमन हेतु अधिकृत

मुख्य पर्यावरण अधिकारी,
वृत्त-5

प्रतिलिपि:- क्षेत्रीय अधिकारी, उ0प्र0 प्रदूषण नियंत्रण बोर्ड, लखनऊ को इस निर्देश के साथ प्रेषित कि उपरोक्त शर्त का अनुपालन कराते हुए अनुपालन आख्या बोर्ड मुख्यालय में प्रेषित करना सुनिश्चित करें।

मुख्य पर्यावरण अधिकारी,
वृत्त-5

**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 Auhtorized 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 Mailk 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, Jafruddin, 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 Mehfuzur 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, Wahid 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 Mehfuzur 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 ()
<i>Industrial Emissions</i>	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/-

PROFORMA FOR FRESH FILING

1. Category w.RFD

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 W.Pellution Control Board 20ns

Age : Gender: Mobile:

E-Mail :

6. Petitioner's Advocate Name & Roll No. D/V 1081

7. Respondent's Advocate Name & Roll No. ESC

8. Notice No. (If any)

9. Court Fee Paid 1.05

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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V. Varshov

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Vaibhav

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Lucknow

Dated: 1/8/25


(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

Vaidhraj

		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

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		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 529007

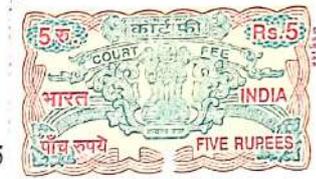
**IN THE HON'BLE HIGH COURT OF JUDICATURE AT
ALLAHABAD LUCKNOW BENCH LUCKNOW**

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

V. Babbar

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 1/10/20

Vaibhav
(Vaibhav Shukla)
Counsel for Petitioner
Co. Appr... B.V.1.0.0/1
Mo - 72 78 32 90 07

Lucknow

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



**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 Municipal Commissioner*
 - 2. **State of Uttar Pradesh** *Department of Environment,
Government of U.P.*
 - 3. **District Magistrate, Lucknow Collectorate, Lucknow** *Addition District Magistrate Environment
Collectorate, Lucknow*
- Opposite Parties**

**PETITION UNDER ARTICLE 226 OF THE CONSTITUTION
OF INDIA**

L2025021655

To,

The Hon'ble Chief Justice and other companion of Judges.

23/10/25
[Signature]

- 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



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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



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 & 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

GROUNDS

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

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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

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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

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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

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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

नोटिस



नगर निगम लखनऊ

प्रेषक, नगर आयुक्त, नगर निगम, लखनऊ।	सेवा में, मुख्य कार्यकारी अधिकारी, मेसर्स इकोग्रीन एनर्जी लखनऊ प्रा० लि०
पत्र संख्या :- डी/१५१/न०आ०/५०३०/२३	दिनांक :- २४ नवम्बर, २०२३

विषय : लखनऊ नगर के सॉलिड वेस्ट मैनेजमेन्ट कार्या हेतु माह मार्च २०१७ से अनुबन्धित मेसर्स इकोग्रीन एनर्जी लखनऊ प्रा० लि० संस्था को टर्मिनेशन के उपरान्त मविष्य हेतु काली रूची में डाले जाने के सम्बन्ध में।

महोदय,

लखनऊ नगर की सॉलिड वेस्ट परियोजना के अन्तर्गत नगर निगम क्षेत्र में घर-घर से कूड़े के संग्रहण, परिवहन, प्रसंस्करण एवं निस्तारण कार्य हेतु मै० इकोग्रीन एनर्जी प्रा० लि० (वर्तमान में मै० इकोग्रीन एनर्जी लखनऊ प्रा० लि०) से दिनांक २१.०३.२०१७ को राब्सटीदपूट त्रिपक्षीय अनुबन्ध सम्पादित किया गया था। जिसके क्रम में लखनऊ नगर की सॉलिड वेस्ट मैनेजमेन्ट योजना के क्रियान्वयन हेतु मेसर्स इकोग्रीन संस्था द्वारा अनुबन्ध के नियमों, शर्तों एवं निर्धारित दायित्वों को पूर्ण न किये जाने, पर्यावरण को नुकसान पहुंचाने व सॉलिड वेस्ट नियमावली-२०१६ का अनुपालन सुनिश्चित न किये जाने के कारण दिनांक ०६.०७.२०२३ को इकोग्रीन संस्था को टर्मिनेट कर दिया गया। इकोग्रीन संस्था के उक्त कृत्यों के कारण शिवरी स्थित प्रोसेसिंग प्लांट पर लाखों टन अनप्रांसेस कूड़ा एकत्रित है, जिसके कारण संस्था द्वारा आरा-पारा के क्षेत्र में गायु, जल एवं मृदा प्रदूषण बढ़ने से पर्यावरण को अपूर्णनीय क्षति पहुंचायी गयी है।

उक्त के अतिरिक्त शिवरी स्थित प्रोसेसिंग प्लांट पर प्रतिदिन पहुंचने वाले ठोस अपशिष्ट के वैज्ञानिक रूप से निस्तारण कार्य की सुविधा हेतु इकोग्रीन संस्था को मशीनें, वाहन, संयंत्र, रोड आदि इन्फ्रास्ट्रक्चर उपलब्ध कराये गये थे, जिसका रखरखाव इकोग्रीन संस्था को करना था। परन्तु इकोग्रीन संस्था द्वारा उपलब्ध कराये गये समस्त सत्साधनों को पूर्ण रूप से कबाड़ बना दिया गया है। जिससे नगर की सॉलिड वेस्ट मैनेजमेन्ट की व्यवस्था पूर्णतः प्रभावित हुई है तथा नगर निगम पर काफी वित्तीय अतिभार पड़ रहा है।

नगर निगम के अधिकारियों के खिलाफ आप द्वारा लगाये गये सभी आरोप पूर्ण रूप से निराधार एवं मनगढ़त हैं तथा निगम द्वारा इसका खण्डन किया जाता है। वास्तविकता यह है कि मेसर्स इकोग्रीन संस्था लखनऊ नगर के सॉलिड वेस्ट मैनेजमेन्ट के अन्तर्गत समस्त कार्यों वथा कूड़े के कलेक्शन, सेप्रीगेशन, परिवहन एवं कूड़े के प्रसंस्करण आदि के क्रियान्वयन में पूर्ण रूप से विफल रही है एवं माह मार्च २०१७ में किये गये कन्संगनायर अनुबन्ध में निर्धारित किसी भी कार्य एवं लक्ष्य को पूरा नहीं कर पाई। जिसके परिणामस्वरूप नगर निगम लखनऊ को उपरोक्त विविध समस्याओं, नगर की सफाई व्यवस्था तथा पर्यावरण से सम्बन्धित अपूर्ण क्षति को वहन करना पड़ा है।

अतः उपरोक्त के दृष्टिगत पूर्व में पत्र संख्या डी/६४२/न०आ०/५०३०/२३ दिनांक २६.१०.२०२३ के माध्यम से आपके विलुद्ध वैधानिक एवं प्रशासनिक कार्यवाही प्रस्तावित किये जाने के सम्बन्ध में दिनांक २७.१०.२०२३ को आपके नोटिस प्रेषित किया गया था परन्तु आप द्वारा कोई सन्तोषजनक उत्तर न दिये जाने एवं किये गये दावों से नगर निगम सहमत नहीं है। ऐसी स्थिति में उपरोक्त वर्णित परिस्थितियों के आलोक में लखनऊ नगर निगम द्वारा आपकी संस्था मेसर्स इकोग्रीन एनर्जी लखनऊ प्रा० लि० को सॉलिड वेस्ट मैनेजमेन्ट कार्या हेतु काली रूची में डाला जाता है।

भवदीय

(इन्दजीत सिंह)
नगर आयुक्त

प्रतिलिपि :-

१. मा० महापौर महोदय को सादर अवलोकनायें।
२. महाप्रबन्धक, सी०एच०डी०एस०, उ०प्र० जल निगम लखनऊ को सूचनायें।
३. अपर नगर आयुक्त को आवश्यक कार्यवाही हेतु।
४. पर्यावरण अभियन्ता को आवश्यक कार्यवाही हेतु।

(इन्दजीत सिंह)
नगर आयुक्त



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नगर निगम लखनऊ

प्रेषक,

नगर आयुक्त,
नगर निगम,
लखनऊ।

सोना में,

मुख्य प्रचालन अधिकारी (एन) एवं निदेशक
श्री डीपीओ नगर निगम लखनऊ प्रो.सि.ओ.
लखनऊ।

पत्र संख्या :- जी/1003/नो.आ.ओ/नो.आ.ओ/2A

दिनांक :- 21 मार्च, 2023

विषय : शिवरी स्थित प्रोसेसिंग प्लांट पर एकत्र अनप्रोसेस तोरा अपशिष्ट के निस्तारण के संबंध में।

महोदय,

अवगत कराना है कि नगर निगम लखनऊ सीमांतगत तोरा अपशिष्ट प्रबंधन का कार्य वेसरा डीपीओ एनजी लखनऊ प्रो.सि.ओ द्वारा त्रिपक्षीय अनुबन्ध दिनांक 21.03.2017 के क्रम में गिगत 6 वर्षों से किया जा रहा है। जिसके अन्तर्गत डीपीओ संस्था द्वारा कूड़े का संग्रहण, परिवहन एवं प्रोसेसिंग का कार्य करते हुए उत्तम कार्य हेतु इन्फ्रास्ट्रक्चर को बनाया जाना था। परन्तु आपके द्वारा मात्र कूड़े का आंशिक कवरेज करते हुए कूड़े का एकत्रीकरण व परिवहन कर प्लांट तक पहुंचाया गया तथा निस्तारित नहीं किया गया है। जिसके कारण शिवरी स्थित ठोस अपशिष्ट प्रोसेसिंग प्लांट पर कूड़े का पहाड़ बन गया है तथा लिफ्ट आस-पास के मू-जल व भूमि को प्रदूषित कर रहा है। प्लांट पर बने एस0एस0एफ0 में भी कूड़ा भरा हुआ है। इस अनप्रोसेस कूड़े का निस्तारण अनुबन्ध के प्राविधानों के अनुसार डीपीओ संस्था द्वारा ही किया जाना था तथा कूड़े के निस्तारण हेतु वेस्ट टू एनजी प्लांट की भी स्थापना की जानी थी, परन्तु आप द्वारा लगातार आश्वासनों के बाद भी कूड़े का निस्तारण नहीं किया गया एवं प्लांट की ज्यादातर जगह में कूड़े को एकत्र कर दिया गया है। प्लांट पर पाई गयी कमियाँ एवं ठोस अपशिष्ट का निस्तारण न किये जाने के क्रम में 30प्र0 प्रदूषण नियंत्रण बोर्ड द्वारा समय-समय पर क्रमशः रु० 14.4071 करोड़, रु० 25.3271 व रु० 17.2071 करोड़ की पर्यावरणीय क्षतिपूर्ति अधिरोपित की गयी है।

नगर निगम द्वारा प्लांट पर एकत्रित अनप्रोसेस वेस्ट की मात्रा के आंकलन हेतु निविदा के माध्यम से चयनित संस्था से डीपीओआर0 तैयार कराया गया है जिसके अनुसार प्लांट पर लगभग 18.50 लाख मी0टन अनप्रोसेस कूड़ा एकत्र है, जिसका बायोरेमेडिएशन पद्धति से निस्तारण कार्य कराये जाने में लगभग रु० 98.00 करोड़ धनराशि का व्यय दर्शाया गया है। संस्था द्वारा तैयार कराये गये डीपीओआर0 को क्षेत्रीय नगर एवं पर्यावरण अध्ययन केन्द्र लखनऊ (आर0सी0यू0ई0एस0) से वेट भी करा लिया गया है।

उक्त के क्रम में शिवरी प्लांट में एकत्रित अनप्रोसेस कूड़े को समयान्तर्गत प्रोसेस न किये जाने के कारण नदिव्य में नगर निगम को इस कूड़े को निस्तारित किया जाना होगा, जिसके सापेक्ष उक्केत कार्य हेतु तैयार डीपीओआर0 के अनुसार वर्तमान में प्रचलित दरों के आधार पर अतिरिक्त धनराशि के रूप में नगर निगम को व्यय करना होगा, जिसकी देनदारी डीपीओ संस्था की बनती है।

अतः उपरोक्त के सम्बन्ध में कूड़ा निस्तारण कार्य हेतु व्यय की जाने वाली धनराशि के साथ अधिरोपित पर्यावरणीय क्षतिपूर्ति की धनराशि को अविलम्ब जमा कराया जाना सुनिश्चित करें अन्यथा की स्थिति में उक्त धनराशि की भरपायी मेसर्स डीपीओ एनजी लखनऊ प्रो.सि.ओ संस्था से आर0सी0 के माध्यम से जमा कराये जाने हेतु नगर निगम को बाध्य होना पड़ेगा।

भवदीय

(इन्दजीत सिंह)
नगर आयुक्त

प्रतिलिपि :-

1. मण्डलायुक्त, लखनऊ मण्डल को सादर सूचनार्थ।
2. जिलाधिकारी, लखनऊ को सादर सूचनार्थ।
3. अपर नगर आयुक्त (पी) को आवश्यक कार्यवाही हेतु।
4. पर्यावरण अभियन्ता को आवश्यक कार्यवाही हेतु।



(इन्दजीत सिंह)
नगर आयुक्त

नगर निगम लखनऊ

प्रेषक नगर आयुक्त, नगर निगम, लखनऊ।	सेवा में, मुख्य प्रचालन अधिकारी (युप) एवं निदेशक, मेसर्स इकोग्रीन एनर्जी लखनऊ प्रा० लि० लखनऊ।
पत्र संख्या :- जी/ १४७/न०आ०/५०३०/२२	दिनांक :- १ मार्च, 2023

विषय : मेसर्स इकोग्रीन एनर्जी लखनऊ प्रा० लि० द्वारा संचालित ठोस अपशिष्ट प्रसंस्करण प्लांट के विरुद्ध अधिरोपित पर्यावरणीय क्षतिपूर्ति जमा कराये जाने के सम्बन्ध में।

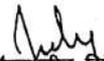
महोदय,

कृपया उत्तर प्रदेश प्रदूषण नियंत्रण बोर्ड द्वारा मेसर्स इकोग्रीन एनर्जी लखनऊ प्रा० लि० को प्रेषित पत्र संख्या-H55133/सी-5/एम०एस०डब्ल्यू०-1/2020 दिनांक 20.11.2020 का सन्दर्भ ग्रहण करने का कष्ट करें, जिसके द्वारा क्षेत्रीय कार्यालय, लखनऊ के प्राधिकृत अधिकारियों द्वारा दिनांक 28.10.2020 को किये गये निरीक्षण के क्रम में निरीक्षण के दौरान पाये गये तथ्यों का उल्लेख करते हुए दिनांक 01.01.2020 से 28.10.2020 तक कुल डिफाल्ट 302 दिवस के उल्लंघन हेतु ₹ 25.3271 करोड़ की पर्यावरणीय क्षतिपूर्ति अधिरोपित करने एवं उत्तरवादी व्यक्तियों के विरुद्ध पर्यावरण (संरक्षण) अधिनियम, 1986 यथासंशोधित की धारा-15 व 13 के अन्तर्गत अभियोजनात्मक कार्यवाही प्रारम्भ किये जाने हेतु कारण बताओ नोटिस दी गयी। तदोपरान्त मेसर्स इकोग्रीन संस्था द्वारा लखनऊ शहर से जनित ठोस अपशिष्ट के समुचित पृथक्कीकरण, एकत्रीकरण, भण्डारण, परिवहन व निस्तारण का कार्य ठोस अपशिष्ट प्रबन्धन नियम-2018 के अनुसार न किये जाने के कारण क्षेत्रीय कार्यालय, लखनऊ की संस्तुति के क्रम में उत्तर प्रदेश प्रदूषण नियंत्रण बोर्ड द्वारा प्रेषित पत्र संख्या-H87842/सी-5/एल/एम०एस०डब्ल्यू०-1/2023 दिनांक 27.01.2023 के माध्यम से उपरोक्तानुसार कुल डिफाल्ट 302 दिवस के उल्लंघन हेतु कुल ₹ 25.3271 करोड़ की पर्यावरणीय क्षतिपूर्ति अधिरोपित की गयी है। जिसके क्रम में इकोग्रीन संस्था द्वारा अभी तक उत्तर प्रदेश प्रदूषण नियंत्रण बोर्ड द्वारा अधिरोपित पर्यावरणीय क्षतिपूर्ति जमा नहीं करायी गयी है।

उक्त के सम्बन्ध में अवगत कराना है कि मेसर्स इकोग्रीन एनर्जी लखनऊ प्रा० लि० संस्था दिनांक 21.03.2017 को सम्पादित अनुबन्ध के क्रम में लखनऊ नगर की सॉलिड वेस्ट परियोजना के अन्तर्गत नगर निगम क्षेत्र में घर-घर से कूड़े के संग्रहण, परिवहन, प्रसंस्करण एवं निस्तारण का समग्र रूप से कार्य किया जाने हेतु अनुबन्धित रही है। अनुबन्ध के अनुसार प्रतिदिन एकत्र किये जाने वाले कूड़े का प्रसंस्करण आपकी फर्म मेसर्स इकोग्रीन एनर्जी लखनऊ प्रा० लि० द्वारा किया जाना था, परन्तु शिवरी स्थित प्रोसेसिंग संयंत्र पर एकत्रित अनप्रोसेस्ड वेस्ट का निस्तारण इकोग्रीन संस्था द्वारा न किये जाने के कारण प्लांट पर एकत्र कूड़े की मात्रा के आधार पर प्रदूषण नियंत्रण बोर्ड द्वारा उक्त पर्यावरणीय क्षतिपूर्ति अधिरोपित की गयी है। जिसके लिए आपकी संस्था पूर्णतः जिम्मेदार है। उक्त के अतिरिक्त आपके द्वारा शिवरी प्लांट पर कन्सेट टू ऑपरेट को भी कई वर्षों से नवीनीकरण नहीं कराया गया है जो कि पर्यावरणीय नियमों एवं आदेशों का उल्लंघन है।

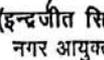
अतः उक्त के क्रम में मेसर्स इकोग्रीन एनर्जी लखनऊ प्रा० लि० पर उत्तर प्रदेश प्रदूषण नियंत्रण बोर्ड द्वारा अधिरोपित पर्यावरणीय क्षतिपूर्ति के रूप में आंकलित धनराशि क्रमशः ₹ 25.3271 करोड़ (रुपये पच्चीस करोड़ बत्तीस लाख इकहत्तर हजार मात्र) को अविलम्ब जमा कराते हुए सम्बन्धित प्रकरण को निक्षेपित करने का कष्ट करें। अन्यथा की स्थिति में उक्त धनराशि की वसूली हेतु आपके विरुद्ध नियमानुसार कार्यवाही प्रस्तावित कर दी जायेगी।

भवदीय


(इन्द्रजीत सिंह)
नगर आयुक्त

प्रतिलिपि :- निम्नलिखित को सूचनाार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित :-

1. प्रमुख सचिव, नगर विकास विभाग, उ०प्र० शासन, लखनऊ।
2. मण्डलायुक्त, लखनऊ मण्डल, लखनऊ।
3. जिलाधिकारी, लखनऊ।
4. मुख्य पर्यावरण अधिकारी वृत्त-६, उ०प्र० प्रदूषण नियंत्रण बोर्ड, लखनऊ।
5. अपर नगर आयुक्त, नगर निगम लखनऊ।
6. पर्यावरण अभियन्ता, नगर निगम लखनऊ।


(इन्द्रजीत सिंह)
नगर आयुक्त



667 2 3-



नगर निगम लखनऊ

प्रेषक नगर आयुक्त, नगर निगम, लखनऊ।	सेवा में, मुख्य प्रभालन अधिकारी (गुप) एवं निदेशक, गैरारा इकोग्रोन एनर्जी लखनऊ प्रा० लि० लखनऊ।
पत्र संख्या :- डी/११६/१०३१०/१०३०/२२	दिनांक :- १६ मार्च, २०२३

विषय : मेसर्स इकोग्रोन एनर्जी लखनऊ प्रा० लि० द्वारा संचालित ठोस अपशिष्ट प्रसंस्करण प्लान्ट के विरुद्ध अधिरोपित पर्यावरणीय क्षतिपूर्ति जमा कराये जाने के सम्बन्ध में।

महोदय,

कृपया उत्तर प्रदेश प्रदूषण नियंत्रण बोर्ड के पत्र संख्या-H45702/सी-5/एग०एस०डब्ल्यू-1/19 दिनांक 30.12.2019 का सन्दर्भ ग्रहण करने का कष्ट करें, जिसके द्वारा क्षेत्रीय कार्यालय के प्राधिकृत अधिकारियों द्वारा दिनांक 01.12.2019 को किये गये निरीक्षण के क्रम में नगर निगम लखनऊ के विरुद्ध दिनांक 03.09.2019 से दिनांक 18.12.2019 तक कुल 107 दिवस के उल्लंघन हेतु रू० 1440.71 लाख की पर्यावरणीय क्षतिपूर्ति अधिरोपित किये जाने हेतु कारण बताओ नोटिस निर्गत की गयी। उक्त के क्रम में पुनः पत्र संख्या-G33304/सी-5/एग०एस०डब्ल्यू-1/2020 दिनांक 27.07.2020 द्वारा पूर्व में निर्गत कारण बताओ नोटिस की पुष्टि करते हुए घनांक रू० 1440.71 लाख की पर्यावरणीय क्षतिपूर्ति जमा किये जाने के आदेश जारी किये गये। जिसके क्रम में इकोग्रोन संस्था द्वारा अभी तक उत्तर प्रदेश प्रदूषण नियंत्रण बोर्ड द्वारा अधिरोपित पर्यावरणीय क्षतिपूर्ति जमा नहीं करायी गयी है।

उक्त के सम्बन्ध में अवगत कराना है कि मेसर्स इकोग्रोन एनर्जी लखनऊ प्रा० लि० संस्था दिनांक 21.03.2017 को सम्पादित अनुबन्ध के क्रम में लखनऊ नगर की सॉलिड वेस्ट परियोजना के अन्तर्गत नगर निगम क्षेत्र में घर-घर से कूड़े के संग्रहण, परिवहन, प्रसंस्करण एवं निस्तारण का समग्र रूप से कार्य किया जाने हेतु अनुबन्धित रही है। अनुबन्ध के अनुसार प्रतिदिन एकत्र किये जाने वाले कूड़े का प्रसंस्करण आपकी फर्म मेसर्स इकोग्रोन एनर्जी लखनऊ प्रा० लि० द्वारा किया जाना था, परन्तु शिवरी स्थित प्रोसेसिंग संयंत्र पर एकत्रित अनप्रोसेस्ड वेस्ट का निस्तारण इकोग्रोन संस्था द्वारा न किये जाने के कारण प्लान्ट पर एकत्र कूड़े की मात्रा के आधार पर प्रदूषण नियंत्रण बोर्ड द्वारा उक्त पर्यावरणीय क्षतिपूर्ति अधिरोपित की गयी है, जिसके लिए आपकी संस्था पूर्णतः जिम्मेदार है। उक्त के अतिरिक्त आपके द्वारा शिवरी प्लान्ट पर कन्सेट दू ऑपरेट को भी कई वर्षों से नवीनीकरण नहीं कराया गया है जो कि पर्यावरणीय नियमों एवं आदेशों का उल्लंघन है।

अतः उक्त के क्रम में नगर निगम लखनऊ पर उत्तर प्रदेश प्रदूषण नियंत्रण बोर्ड द्वारा अधिरोपित पर्यावरणीय क्षतिपूर्ति के रूप में आंकलित धनराशि क्रमशः रू० 1440.71 लाख (रुपये चौदह करोड़ चालिस लाख इकहत्तर हजार मात्र) को अविलम्ब जमा कराते हुए सम्बन्धित प्रकरण को निक्षेपित करने का कष्ट करें। अन्यथा की स्थिति में उक्त धनराशि की वसूली हेतु आपके विरुद्ध नियमानुसार कार्यवाही प्रस्तावित कर दी जायेगी।

भवदीय

(इन्द्रजीति सिंह)
नगर आयुक्त

प्रतिलिपि :- निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित :-

1. प्रमुख सचिव, नगर विकास विभाग, उ०प्र० शासन, लखनऊ।
2. मण्डलायुक्त, लखनऊ मण्डल, लखनऊ।
3. जिलाधिकारी, लखनऊ।
4. मुख्य पर्यावरण अधिकारी मूत-6, उ०प्र० प्रदूषण नियंत्रण बोर्ड, लखनऊ।
5. अपर नगर आयुक्त, नगर निगम लखनऊ।
6. पर्यावरण अभियन्ता, नगर निगम लखनऊ।

(इन्द्रजीति सिंह)
नगर आयुक्त



24-



नगर निगम लखनऊ

प्रेषक नगर आयुक्त, नगर निगम, लखनऊ।	सेवा में, मुख्य प्रचालन अधिकारी (यु.प) एवं निदेशक, मेसर्स इकोग्रीन एनर्जी लखनऊ प्रा0 लि0 लखनऊ।
पत्र संख्या :- जी/ १५5 / न0आ0/ प0अ0/ 22	दिनांक :- 18 मार्च, 2023

विषय : मेसर्स इकोग्रीन एनर्जी लखनऊ प्रा0 लि0 द्वारा संचालित ठोस अपशिष्ट प्रसंस्करण प्लांट के विरुद्ध अधिरोपित पर्यावरणीय क्षतिपूर्ति जमा कराये जाने के सम्बन्ध में।

महोदय,

कृपया उत्तर प्रदेश प्रदूषण नियंत्रण बोर्ड द्वारा मेसर्स इकोग्रीन एनर्जी लखनऊ प्रा0 लि0 को प्रेषित पत्र संख्या- H87869/सी-5/एम0एस0डब्ल्यू0-01/2023 दिनांक 27.01.2023 का सन्दर्भ ग्रहण करने का कष्ट करें। जिसके द्वारा जनपद लखनऊ के ग्राम शिवरी में स्थापित ठोस अपशिष्ट प्रसंस्करण प्लांट जो कि मेसर्स इकोग्रीन एनर्जी लखनऊ प्रा0 लि0 द्वारा संचालित किया जाता है का निरीक्षण क्षेत्रीय कार्यालय, लखनऊ के प्राधिकृत अधिकारियों द्वारा दिनांक 25.01.2023 को किया गया। निरीक्षण के समय प्लांट पर अपशिष्ट प्रसंस्करण की इकाइयाँ यथा ट्रोमल, कम्पोस्ट संयंत्र, लीचेंट शोधन संयंत्र आदि में से मात्र 01 ट्रोमल ही संचालित पाया गया। साथ ही संदर्भित स्थल पर सिक्कोर लैण्डफिल फैसिलिटी साइट पर लगभग 08 से 12 मीटर ऊँचे टीलेनुमा ठोस अपशिष्ट एकत्रित पाया गया तथा ठोस अपशिष्ट से जनित लीचेंट परिसर में यत्र-तत्र भण्डारित पाया गया। जिसके विश्लेषण से प्राप्त आख्या में प्रचालकों की मात्रा मानकों से अधिक पायी गयी। संस्था द्वारा निरीक्षण के समय तक लीचेंट ट्रीटमेन्ट प्लांट का निर्माण भी होता नहीं पाया गया।

इकोग्रीन संस्था द्वारा ठोस अपशिष्ट प्रबन्धन नियम-2016 के अनुसार ठोस अपशिष्ट का निस्तारण न किये जाने के कारण क्षेत्रीय कार्यालय, लखनऊ के पत्रांक-2367/सहमति-2240/2023 दिनांक 25.01.2023 द्वारा दिनांक 22.08.2022 से 25.01.2023 तक कुल 157 दिन डिफाल्टर हेतु के उल्लंघन हेतु पर्यावरणीय क्षतिपूर्ति रू0 17,20,71,000/- (रुपये सतरह करोड़ बीस लाख इकहत्तर हजार मात्र) अधिरोपित किये जाने हेतु राज्य बोर्ड द्वारा उपरोक्त वर्णित तथ्यों के परिप्रेक्ष्य में मेसर्स इकोग्रीन एनर्जी लखनऊ प्रा0 लि0 के विरुद्ध कारण बताओं नोटिस जारी किये जाने की संस्तुति की गयी है, जिसके लिए आपकी संस्था पूर्णतः जिम्मेदार है। जिसके क्रम में इकोग्रीन संस्था द्वारा अभी तक उत्तर प्रदेश प्रदूषण नियंत्रण बोर्ड द्वारा अधिरोपित पर्यावरणीय क्षतिपूर्ति के क्रम में न तो स्पष्टीकरण प्रस्तुत किया गया और न ही अधिरोपित धनराशि जमा करायी गयी है। उक्त के अतिरिक्त आपके द्वारा शिवरी प्लांट पर कन्सेट दू ऑपरेट को भी कई वर्षों से नवीनीकरण नहीं कराया गया है जो कि, पर्यावरणीय नियमों एवं आदेशों का उल्लंघन है।

अतः उक्त के क्रम में मेसर्स इकोग्रीन एनर्जी लखनऊ प्रा0 लि0 पर उत्तर प्रदेश प्रदूषण नियंत्रण बोर्ड द्वारा अधिरोपित पर्यावरणीय क्षतिपूर्ति के रूप में आंकलित धनराशि क्रमशः रू0 17,20,71,000/- को अविलम्ब जमा कराते हुए सम्बन्धित प्रकरण को निक्षेपित करने का कष्ट करें। अन्यथा की स्थिति में उक्त धनराशि की वसूली हेतु आपके विरुद्ध नियमानुसार कार्यवाही प्रस्तावित कर दी जायेगी।

भवदीय


(इन्द्रजीत सिंह)
नगर आयुक्त

प्रतिलिपि :- निम्नलिखित को सूधनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित :-

1. प्रमुख सचिव, नगर विकास विभाग, उ0प्र0 शासन, लखनऊ।
2. मण्डलायुक्त, लखनऊ मण्डल, लखनऊ।
3. जिलाधिकारी, लखनऊ।
4. मुख्य पर्यावरण अधिकारी वृत्त-5, उ0प्र0 प्रदूषण नियंत्रण बोर्ड, लखनऊ।
5. अपर नगर आयुक्त, नगर निगम लखनऊ।
6. पर्यावरण अभियन्ता, नगर निगम लखनऊ।


(इन्द्रजीत सिंह)
नगर आयुक्त





उत्तर प्रदेश प्रदूषण नियंत्रण बोर्ड
UTTAR PRADESH POLLUTION CONTROL BOARD

(12)

पत्रांक संख्या 155733 / सी-5 / MSW-1 / 2020

दिनांक 20/11/2020
पंजीकृत

सेवा में,

मैसर्स इको ग्रीन इनर्जी प्रा0लि0,
ग्राम-शिवरी, मोहान रोड,
लखनऊ।

यह कि जनपद-लखनऊ के ग्राम-शिवरी में स्थापित ठोस अपशिष्ट प्रसंस्करण प्लांट जो कि मैसर्स इको ग्रीन इनर्जी प्राइवेट लिमिटेड, शिवरी, लखनऊ द्वारा संचालित किया जाता है। अपशिष्ट संस्करण प्लांट का निरीक्षण क्षेत्रीय कार्यालय, लखनऊ के प्राधिकृत अधिकारियों द्वारा दिनांक 28.10.2020 को किया गया।

यह कि सॉलिड वेस्ट मैनेजमेंट के अन्तर्गत लखनऊ शहर में जनित ठोस अपशिष्ट का समुचित पृथक्कीकरण, एकत्रण, भण्डारण, परिवहन, प्रोसेसिंग एवं निस्तारण सुनिश्चित कराये जाने हेतु नगर निगम, लखनऊ व मैसर्स इको ग्रीन इनर्जी प्राइवेट प्रा0लि0 एवं कन्स्ट्रक्शन एण्ड डिजाइन सर्विसेज (यूनिट आफ उ0प्र0 जल निगम) के माध्यम से त्रिपक्षी कन्सनायर एग्रीमेंट दिनांक 21.03.2017 सम्पादित हुआ था।

यह कि निरीक्षण के समय ठोस अपशिष्ट प्रसंस्करण प्लांट में अपशिष्ट प्रसंस्करण संबंधी सभी इकाईयां यथा ट्रामल, कम्पोस्ट संयंत्र, लीचेट शोधन संयंत्र पूर्णतया बन्द पाया गया तथा विद्युत आपूर्ति विच्छेदित होने के कारण प्लांट का संचालन नहीं हो रहा है। निरीक्षण के समय प्लांट परिसर में चारों तरफ अपृथक्कीकृत नगरीय ठोस अपशिष्ट भण्डारित पाया गया तथा सिवियर लेण्ड फिल्ट साइट पर भी नगरीय ठोस अपशिष्ट भण्डारित था, जिसके कारण प्लांट में आने जाने के रास्ते भी अवरुद्ध थे एवं ठोस अपशिष्ट के निकट जगह-जगह पर लीचेट एकत्रित था। उपस्थित प्रतिनिधि द्वारा अवगत कराया गया कि प्लांट में लगभग 7.5 लाख मैट्रिक टन ठोस अपशिष्ट भण्डारित है।

यह कि निरीक्षण के समय प्लांट परिसर में एकत्रित लीचेट का नमूना एकत्र कर विश्लेषण हेतु राज्य बोर्ड की केन्द्रीय प्रयोगशाला में जमा कराया गया। प्राप्त विश्लेषण आख्या में प्रचालकों की मात्रा पीएच-8.6, बी.ओ.डी.-1030.0 मिग्रा0/ली0, सी.ओ.डी.-7976.0 मिग्रा0/ली0, सेस्मेन्टेड सालिड्स-680.0 मिग्रा0/ली0, टोटल कॉलोफार्म-22 करोड एम.पी.एन/100 मि0ली0, फीकल कॉलीफार्म-2.6 करोड एम.पी.एन/100 मि0ली0 पायी गयी, जो कि निर्धारित मानकों से अधिक है। निरीक्षण आख्यानुसार उपस्थित प्रतिनिधि द्वारा अवगत कराया गया कि लीचेट का निस्तारण नरवा नाला में हो रहा है, जो अन्ततः सई नदी, ग्राम-मदोही के निकट मिलता है।

यह कि अग्रेतर बोर्ड के पत्रांक-जी 33304/सी-5/एम.एम.डब्लू-1/2020 दिनांक 27.07.2020 द्वारा अपशिष्ट प्रसंस्करण प्लांट के विरुद्ध दिनांक 03.09.2019 से दिनांक 18.12.2019 तक कुल 107 दिवस के उल्लंघन हेतु रू0 14,40,71000/- (रुपये चौदह करोड चालीस लाख इकहत्तर हजार मात्र) की पर्यावरणीय क्षतिपूर्ति अधिरोपित की गयी है। इकाई द्वारा क्षतिपूर्ति के संबंध में कोई प्रत्यावेदन अथवा क्षतिपूर्ति जमा नहीं की गयी है। क्षेत्रीय कार्यालय, लखनऊ के पत्रांक- 635/सह-2240/20 दिनांक 23.07.2020 द्वारा पर्यावरणीय क्षतिपूर्ति अधिरोपित किये जाने हेतु कारण बताओ नोटिस एवं अभियोजनात्मक कार्यवाही किये जाने की संस्तुति की गयी है।

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(13)

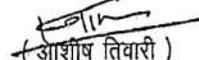
(2)

अतः उपरोक्त वर्णित परिस्थितियों के दृष्टिगत जन स्वास्थ्य के हित में जन साधारण को स्वच्छ वातावरण प्रदान करने हेतु पर्यावरण (संरक्षण) अधिनियम, 1986 यथासंशोधित की धारा-5 के अन्तर्गत राज्य बोर्ड को प्रदत्त शक्तियों के अधीन एवं उपरोक्त वर्णित तथ्यों के परिप्रेक्ष्य में सक्षम अधिकारी के अनुमोदनोपरान्त मैसर्स इको ग्रीन ईनर्जी प्राइवेट लिमिटेड, शिवरी, लखनऊ पर पर्यावरणीय क्षतिपूर्ति अधिरोपित किये जाने हेतु निम्न कारण बताओ नोटिस जारी किया जाता है-

1. यह कि क्यों न केन्द्रीय प्रदूषण नियंत्रण बोर्ड द्वारा निर्धारित पर्यावरणीय क्षतिपूर्ति का ऑकलन किये जाने हेतु मार्गदर्शिका दिनांक 08.02.2019 के अनुरूप जनपद-लखनऊ में स्थापित ठोस अपशिष्ट प्रोसेसिंग प्लांट मैसर्स इको ग्रीन ईनर्जी प्राइवेट लिमिटेड, शिवरी, लखनऊ के विरुद्ध दिनांक 01.01.2020 से 28.10.2020 तक कुल डिफाल्ट 302 दिवस के उल्लंघन हेतु रुपये 25.3271 करोड़ (रुपये पच्चीस करोड़ बत्तीस लाख, इकहत्तर हजार मात्र) की पर्यावरणीय क्षतिपूर्ति अधिरोपित कर दी जाए।
2. यह कि क्यों न इकाई एवं उसके उत्तरदायी व्यक्तियों के विरुद्ध विरुद्ध पर्यावरण (संरक्षण) अधिनियम, 1986 यथासंशोधित की धारा-15 व 16 के अन्तर्गत अभियोजनात्मक कार्यवाही प्रारम्भ कर दी जाए।

उपरोक्त के संबंध में पूर्ण स्पष्टीकरण इस पत्र प्राप्ति के 15 दिन के अन्दर बोर्ड मुख्यालय में प्रेषित करें, अन्यथा उपरोक्त वर्णित कारण बताओ नोटिस की पुष्टि करते हुए एवं नियमानुसार अग्रिम कार्यवाही की जायेगी, जिसका पूर्ण उत्तरदायित्व स्वयं उद्योग एवं उद्योग स्वामी का होगा।

भवदीय,


(आशीष तिवारी)
सदस्य सचिव

प्रतिलिपि: निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित।

1. सचिव, नगर विकास विभाग, उ०प्र० शासन, लखनऊ।
2. निजी सचिव, अध्यक्ष महोदय, उ०प्र० प्रदूषण नियंत्रण बोर्ड, लखनऊ।
3. नगर आयुक्त, नगर निगम, लखनऊ को इस आशय से प्रेषित की पूर्व में बोर्ड के पत्रांक- जी 33304/सी-5/एम.एम.डब्ल्यू-1/2020 दिनांक 27.07.2020 द्वारा रू० 14,40,71000/- (रुपये चौदह करोड़ चालीस लाख इकहत्तर हजार मात्र) अधिरोपित पर्यावरणीय क्षतिपूर्ति इकाई से वसूली कराकर बोर्ड में जमा कराया जाना सुनिश्चित करें।
4. जिलाधिकारी, लखनऊ को सूचनार्थ प्रेषित।
5. क्षेत्रीय अधिकारी, उ०प्र० प्रदूषण नियंत्रण बोर्ड, लखनऊ को इस आशय से प्रेषित कि संस्था को जारी कारण बताओ नोटिस की प्रति अपने स्तर से भी प्राप्त कराकर 15 दिन के अन्दर स्पष्ट संस्तुति सहित निरीक्षण आख्या बोर्ड मुख्यालय में प्रेषित करना सुनिश्चित करें।

सदस्य सचिव





नगर निगम लखनऊ

<p>प्रेषक नगर आयुक्त, नगर निगम लखनऊ</p>	<p>सेवा में, मुख्य पर्यावरण अधिकारी, वृत्त-5, उत्तर प्रदेश प्रदूषण नियंत्रण बोर्ड, डी०पी० 12 गी, किर्लोसी रोड, गोमती नगर, लखनऊ-226010</p>
<p>पत्र संख्या : डी/पर्यावरण/स.क्र.नि. 20</p>	<p>दिनांक :- 06 फ़रवरी, 2020</p>
<p>विषय : नगर निगम द्वारा अधिकृत 1200 रु/दिन लागत का दोस अपशिष्ट प्रसंस्करण प्लान्ट का संचालन न किए जाने के दृष्टिगत पर्यावरणीय क्षतिपूर्ति अधिसूचित किए जाने के सम्बन्ध में।</p>	

महोदय,

कृपया उक्त विषयके कार्यालय उत्तर प्रदेश प्रदूषण नियंत्रण बोर्ड, लखनऊ के पत्र संख्या एच-45702/सी-5/एमएसडब्ल्यू-1/19 दिनांक 30.12.2019 एवं पत्र संख्या जी-33304/सी-5/एमएसडब्ल्यू-1/2020 दिनांक 27.07.2020 का संदर्भ ग्रहण करने का कष्ट करें। बोर्ड के पत्र दिनांक 30.12.2019 के माध्यम से शिवरी प्लान्ट का संचालन गानको के अनुरूप न किये जाने के क्रम में रु 14,40,71,000.00 की पर्यावरणीय क्षतिपूर्ति आरोपित किये जाने के सम्बन्ध में नोटिस निर्गत की गयी थी, जिसकी पूर्ति पत्र दिनांक 27.07.2020 द्वारा की गयी है। उक्त के क्रम में अवगत कराना है कि नगर निगम लखनऊ द्वारा सॉलिड वेस्ट मैनेजमेन्ट परियोजना के अन्तर्गत कार्या तथा घर-घर से कूड़े का संग्रहण, परिवहन एवं निस्तारण हेतु मेसर्स इकोग्रीन एनर्जी लखनऊ प्रा० लि० को कन्सेशनार्स व्यक्तित्व किया गया है एवं प्लान्ट के संचालन व रखरखाव का समस्त कार्य भी फर्म मेसर्स इकोग्रीन एनर्जी लखनऊ प्रा० लि० के द्वारा ही किया जा रहा है। प्लान्ट के संचालन के सम्बन्ध में उ०प्र० प्रदूषण नियंत्रण बोर्ड द्वारा अनापत्ति प्रमाण पत्र भी फर्म के नाम ही निर्गत किया गया है। समग्र-समग्र पर उ०प्र० प्रदूषण नियंत्रण बोर्ड द्वारा सीधे फर्म को भी कार्या के सम्बन्ध में निर्देश जारी किये गये हैं जिनकी अनुपालन आख्या फर्म द्वारा सीधे उ०प्र० प्रदूषण नियंत्रण बोर्ड को भेजित की जाती रही है। उक्त के माध्यम से दिनांक 31.07.2020 को ओवरसाइट कमेटी की बैठिंगों जनकपुरीसंग में भी चर्चा की गयी है।

अतः अनुरोध है कि पत्र के माध्यम से अधिसूचित की गयी पर्यावरणीय क्षतिपूर्ति सीधे मेसर्स इकोग्रीन एनर्जी लखनऊ प्रा० लि० से जमा कराये जाने की कार्यवाही करने का कष्ट करें।

भवदीय

(डा० इन्द्रमणि त्रिपाठी)

नगर आयुक्त

प्रतिलिपि :-

1. सचिव महोदय, नगर विकास विभाग, उ०प्र० शारदा, लखनऊ।
2. जिलाधिकारी महोदय, लखनऊ।
3. सचिव महोदय, उ०प्र० प्रदूषण नियंत्रण बोर्ड, लखनऊ।
4. क्षेत्रीय अधिकारी, उ०प्र० प्रदूषण नियंत्रण बोर्ड, लखनऊ।
5. मेसर्स इकोग्रीन एनर्जी लखनऊ प्रा० लि० को इस निर्देश के साथ कि उ०प्र० प्रदूषण नियंत्रण बोर्ड, लखनऊ द्वारा अधिसूचित पर्यावरणीय क्षतिपूर्ति रु० 14,40,71,000.00 को बोर्ड के पत्र में जमा करवाया जाना सुनिश्चित करें।

(डा० इन्द्रमणि त्रिपाठी)

नगर आयुक्त





उत्तर प्रदेश प्रदूषण नियंत्रण बोर्ड
UTTAR PRADESH POLLUTION CONTROL BOARD

पत्रांक 242616/सी-5/MSW.1/2020

दिनांक 27/12/20
पंजीकृत

सेवा में
नगर आयुक्त,
नगर निगम,
लखनऊ-1

29/12/20
2019/सी-5/MSW.1/2020

ATM/सी-5/MSW.1/2020
29/12/20

यह कि जनपद-लखनऊ के गाम-शिवरी में स्थापित ठोस अपशिष्ट प्रसंस्करण प्लांट जो कि मेसर्स इको ग्रीन इंस में प्राइवेट लिमिटेड, शिवरी द्वारा संचालित किया जाता है। अपशिष्ट संस्करण प्लांट का निरीक्षण क्षेत्रीय कार्यालय उ.प्र. प्रदूषण नियंत्रण बोर्ड, लखनऊ के प्राधिकृत अधिकारियों द्वारा पूर्ण में दिनांक 23.11.2019 को किये गये निरीक्षण में उक्त अपशिष्ट प्रसंस्करण प्लांट में अपशिष्ट प्रसंस्करण तकनीक पर्याप्त नन्द पाये जाने पर प्लांट में स्थापित सभी ट्रान्समिशन, कम्पोस्ट सयंत्र व लीचेट शोधन सयंत्र पूर्णतया नन्द होने व प्लांट के कम्पोस्ट गैड, ट्रामल मशीन लीचेट शोधन सयंत्र तथा कम्पोस्ट सयंत्र के आस-पास स्थित खुली भूमि पर लगभग 9 मीटर, 9.5 मीटर तथा 8.0 मीटर ऊंचे टीलेनुमा अनियमित अग्रेसीग्रीटेड ठोस अपशिष्ट एकत्रित होने के कारण अत्यधिक मात्रा में लीचेट प्लांट परिसर के बाहर बहता हुआ एव अन्ततः लो-लैण्ड एरिया में एकत्रित पाये जाने के कारण बोर्ड के पत्रांक-एन 45702/सी-5/एम.एस.डब्ल्यू-1/19 दिनांक 30.12.2019 द्वारा पर्यावरणीय क्षतिपूर्ति रू० 14,40,71,000/- (चौदह करोड़ चालीस लाख इकहत्तर हजार रुपये मात्र) अधिसोपित किये जाने हेतु कारण बताओ नोटिस जारी किया गया था। जिनके संवध में क्षेत्रीय अधिकारी, लखनऊ की आख्यानुसार अन्ती तक इकाई द्वारा कोई प्रतिउत्तर प्रेषित नहीं किया गया है।

यह कि अग्रेतर इकाई का पुनः निरीक्षण क्षेत्रीय कार्यालय के प्राधिकृत अधिकारियों द्वारा दिनांक 14.07.2020 को किया गया। निरीक्षण आख्यानुसार निरीक्षण के समय यह पाया गया कि इकाई में इनटर्नल मेटेरियल भण्डार हेतु बनाये गये लैण्डफिल एरिया में इनटर्नल मेटेरियल के अतिरिक्त भारी मात्रा में नगरीय ठोस अपशिष्ट, रंगीन पॉलीथीन वगैरे एव लगभग 7-8 गूत पशुओं के शव भण्डारित पाये गये। लैण्डफिल एरिया में लीचेट जमा हुआ पाया गया। लीचेट के निरन्तरण व शोधन के पाइप लाईन नेटवर्क नन्द पायी गयी है।

यह कि निरीक्षण के समय इकाई परिसर की हाउस कीपिंग (House Keeping) सतोपजनक नहीं पायी गयी। इकाई परिसर में लगभग 250 लाख मिलिटन से अधिक अग्रेसीग्रीड सॉलिड वेस्ट भण्डारित पाया गया जो परिसर में टीलेनुमा आकार में भण्डारित है। राज्य बार्ड द्वारा इकाई के विरुद्ध जारी कारण बताओ नोटिस दिनांक 30.12.2019 में उक्त संवध में उक्त आख्यानुसार अन्ती तक नहीं किया जा रहा है। क्षेत्रीय कार्यालय, लखनऊ के पत्रांक-111/सह-2240 ए/20 दिनांक 23.07.2020 द्वारा पर्यावरणीय क्षतिपूर्ति अधिसोपित किये जाने हेतु जारी कारण बताओ नोटिस दिनांक 30.12.2019 को पूर्ण किये जाने की संस्तुति की गयी है।

उपरोक्त वर्णित तथ्यों के दृष्टिगत सक्षम अधिकारी के अनुमोदनोपरान्त नगर निगम, लखनऊ के विरुद्ध निगमनुसार निर्देश/आदेश जारी किया जाता है-

यह कि नगर निगम, लखनऊ के विरुद्ध दिनांक 03.09.2019 से दिनांक 18.12.2019 कुल 107 दिन की अवधि हेतु पर्यावरणीय क्षतिपूर्ति रू० 14,40,71,000/- (चौदह करोड़ चालीस लाख इकहत्तर हजार रुपये मात्र) अधिसोपित किया जाना है।

V.V. Jaisankar

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04/03/2020

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उपरोक्त के राकम में इस पत्र प्राप्ति के 01 माह के अन्दर बोर्ड मुख्यालय, उ०प्र० प्रदूषण नियंत्रण बोर्ड, लखनऊ के पक्ष में पर्यावरणीय क्षतिपूर्ति रु० 14,40,71000/- (चौदह करोड चाहीस लाख इकहत्तर हजार रुपये मात्र) जमा कराया जाना सुनिश्चित करें, अन्यथा मू-राजस्व की गति पर्यावरणीय क्षतिपूर्ति वसूल करने की कार्यवाही प्रारम्भ कर ली जाएगी, जिसका सम्पूर्ण उत्तरदायित्व नगर निगम, लखनऊ एवं उसके उत्तरदायी अधिकारियों का होगा।

राक्षम अधिकारी द्वारा पत्र निर्गमन हेतु अधिकृत
भवदीय,

मुख्य पर्यावरण अधिकारी, वृत्त-5

प्रतिलिपि: निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित।

- 1 सचिव, नगर विकास विभाग, उ०प्र० शारान, लखनऊ।
- 2 निजी सचिव, अध्यक्ष महोदय, उ०प्र० प्रदूषण नियंत्रण बोर्ड, लखनऊ।
- 3 सदस्य सचिव महोदय, उ०प्र० प्रदूषण नियंत्रण बोर्ड को सूचनार्थ प्रेषित।

4 जिलाधिकारी, लखनऊ को सूचनार्थ प्रेषित।

5 क्षेत्रीय अधिकारी उ०प्र० प्रदूषण नियंत्रण बोर्ड, लखनऊ को इस निर्देश के साथ कि इस पत्र की प्राप्ति सुनिश्चित कराते हुए प्राप्ति की रसीद एवं 01 माह के अन्दर नगर निगम, लखनऊ से पर्यावरणीय क्षतिपूर्ति रु० 14,40,71000/- (चौदह करोड चाहीस लाख इकहत्तर हजार रुपये मात्र) बोर्ड के पक्ष में जमा कराया जाना सुनिश्चित करें।

मुख्य पर्यावरण अधिकारी, वृत्त-5



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Nagar के Homepage पर Pollution

उत्तर प्रदेश प्रदूषण नियंत्रण बोर्ड
UTTAR PRADESH POLLUTION CONTROL BOARD

पत्रांक संख्या-133304/सी-5/MSW-1/2020

दिनांक 23.07.2020
पंजीकृत

सेवा में
नगर आयुक्त,
नगर निगम,
सखनऊ।

यह कि जगपद-सखनऊ के शाग-शिवरी में स्थापित ठोस अपशिष्ट प्रसंस्करण प्लांट जो कि मसूदा इको ग्रीन लिमिटेड लिमिटेड, शिवरी द्वारा संचालित किया जाता है। अपशिष्ट संस्करण प्लांट का निरीक्षण क्षेत्रीय कार्यालय, उत्तर प्रदेश प्रदूषण नियंत्रण बोर्ड, सखनऊ के प्राधिकृत अधिकारियों द्वारा पूर्ण में दिनांक 23.11.2019 को किये गये निरीक्षण में ठोस अपशिष्ट प्रसंस्करण प्लांट में अपशिष्ट प्रसंस्करण सम्बन्धी संचालन बन्द पाये जाने एवं प्लांट में स्थापित सभी टानक नलीन, कम्पोस्ट संयंत्र व लीचेट शोधन संयंत्र पूर्णतया बन्द होने व प्लांट के कम्पोस्ट पैड, ट्रामल नलीन/लीचेट शोधन संयंत्र तथा कम्पोस्ट संयंत्र के आस-पास स्थित खुली भूमि पर लगभग 9 मीटर, 0.5 मीटर तथा 80 मीटर ऊंचे टीलेनुमा अनियंत्रित अनसेग्रीगेटेड ठोस अपशिष्ट एकत्रित होने के कारण अत्यधिक मात्रा में लीचेट प्लांट परिसर के बाहर बहता हुआ एवं अन्ततः लो-सॉल्ड एरिया में एकत्रित पाये जाने के कारण बोर्ड के पत्रांक-एच 45702/सी-5/एन.एस.डब्ल्यू-1/19 दिनांक 30.12.2019 द्वारा पर्यावरणीय क्षतिपूर्ति रु० 14,40,71,000/- (चौदह करोड़ चालीस लाख इकहत्तर हजार रुपये मात्र) अधिविहित किये जाने हेतु कारण बताओ नोटिस जारी किया गया था, जिसके संबंध में क्षेत्रीय अधिकारी, सखनऊ की आध्यानुसार अभी तक इकाई द्वारा कोई प्रतिउत्तर प्रेषित नहीं किया गया है।

यह कि अग्रेतर इकाई का पुनः निरीक्षण क्षेत्रीय कार्यालय के प्राधिकृत अधिकारियों द्वारा दिनांक 14.07.2020 को किया गया। निरीक्षण आध्यानुसार निरीक्षण के समय यह पाया गया कि इकाई में इनर्ट मैटेरियल भण्डार हेतु बनाये गये परका सॉल्डफिल्ट एरिया में इनर्ट मैटेरियल के अतिरिक्त भारी मात्रा में नगरीय ठोस अपशिष्ट, रंगीन पॉलीथीन बैग एवं लगभग 7-8 मूत पशुओं के शव भण्डारित पाये गये। सॉल्डफिल्ट एरिया में लीचेट जमा हुआ पाया गया। लीचेट के निस्तारण व शोधन के पाइप लाईन नेटवर्क बन्द पायी गयी है।

यह कि निरीक्षण के समय इकाई परिसर की हाउस कीपिंग (House Keeping) संतोषजनक नहीं पायी गयी। इकाई परिसर में लगभग 250 लाख मि०टन से अधिक अनट्रीटेड सालिड पेस्ट भण्डारित पाया गया जो परिसर में दंतेनुय आकार में भण्डारित है। राज्य बोर्ड द्वारा इकाई के विरुद्ध जारी कारण बताओ नोटिस दिनांक 30.12.2019 में उल्लिखित बिन्दुओं का अनुपालन अभी तक नहीं किया जा रहा है। क्षेत्रीय कार्यालय, सखनऊ के पत्रांक-115/सह-2243 ए/20 दिनांक 23.07.2020 द्वारा पर्यावरणीय क्षतिपूर्ति अधिविहित किये जाने हेतु जारी कारण बताओ नोटिस दिनांक 30.12.2019 की पुष्टि किये जाने की संतुष्टि की गयी है।

उपरोक्त वर्णित तथ्यों के दृष्टिगत सभाग अधिकारी के अनुमोदनोपरान्त नगर निगम, सखनऊ के विरुद्ध निम्नानुसार निर्देश/आदेश जारी किया जाता है:-

- 1. यह कि नगर निगम, सखनऊ के विरुद्ध दिनांक 03.09.2019 से दिनांक 10.12.2019 कुल 107 दिन की अवधि हेतु पर्यावरणीय क्षतिपूर्ति रु० 14,40,71,000/- (चौदह करोड़ चालीस लाख इकहत्तर हजार रुपये मात्र) अधिविहित किया जाता है।

04-12-2019
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Web site www.uppcb.com

दिनांक 11.07.2020 19335
सखनऊ
इसका भी मॉडि बगुली करने हेतु काम शुरू किया गया है।
क्या सहित मूल का में दाखल करने हेतु प्रेषित

रूपे कलकटर
सखनऊ



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धिकारि

माननीय राष्ट्रीय हरि
"In Lucknow, swastie
dated 22.04.2024 में
नगरीय वीस अपशिष्ट
माननीय राष्ट्रीय हरि

उपरोक्त के संबंध में इस पत्र प्राप्ति के 01 माह के अन्दर बोर्ड मुख्यालय, उ०प्र० प्र.
लखनऊ के पक्ष में पर्यावरणीय क्षतिपूर्ति रु० 14,40,71000/- (चौदह करोड़ चालीस लाख इकहत्तर हजार
जमा कराया जाना सुनिश्चित करें, अन्यथा नू-राजस्व की भीति पर्यावरणीय क्षतिपूर्ति वसूल करने की प्र.
कर दी जाएगी, जिसका सम्पूर्ण उत्तरदायित्व नगर निगम, लखनऊ एवं उसके उत्तरदायी अधिकारियों का है.
सक्षम अधिकारी द्वारा पत्र निर्गमन हेतु अ.
मयदीय,

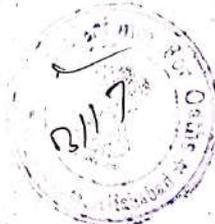
मुख्य पर्यावरण अधिकारी, वृत्त-5
0/2

प्रतिलिपि: निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित।

1. सचिव, नगर विकास विभाग, उ०प्र० शासन, लखनऊ।
2. निजी सचिव, अध्यक्ष महोदय, उ०प्र० प्रदूषण नियंत्रण बोर्ड, लखनऊ।
3. सदस्य सचिव महोदय, उ०प्र० प्रदूषण नियंत्रण बोर्ड को सूचनार्थ प्रेषित।
4. जिलाधिकारी, लखनऊ को सूचनार्थ प्रेषित।
5. क्षेत्रीय अधिकारी उ०प्र० प्रदूषण नियंत्रण बोर्ड, लखनऊ को इस निर्देश के साथ कि इस पत्र की सुनिश्चित कराते हुए प्राप्ति की रसीद एवं 01 माह के अन्दर नगर निगम, लखनऊ से पर्यावरणीय क्षतिपूर्ति 14,40,71000/- (चौदह करोड़ चालीस लाख इकहत्तर हजार रुपये मात्र) बोर्ड के पक्ष में जमा कराया सुनिश्चित करें।

मुख्य पर्यावरण अधिकारी, वृत्त-5
0/2

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LUCKNOW MUNICIPAL CORPORATION

<p>From,</p> <p>Municipal Commissioner Nagar Nigam, Lucknow.</p>	<p>To,</p> <ol style="list-style-type: none"> 1. Ecogreen Energy Lucknow Private Limited, 515/516, DLF My Pad, Vibhuti Khand, Gomti Nagar, Lucknow-226010. 2. Ecogreen Energy Private Limited Through it's Executive Director, 219, 2nd Floor, Vipul Trade Center, Sector 48, Sohna Road, Gurgaon-122001 3. Ecogreen Energy Private Limited, 228-236, 2nd Floor, Tower A, Spaze I-Tech Park, Sector 49, Sona Road, Gurgram 122018, Email-hrdlucknow@ecogreenwte.com Website : www.ecogreenwte.com Phone : +91-124-4410700
Letter No. : D/ 273 /MC/EE/23	Date : 06 July, 2023

Subject : **TERMINATION NOTICE of the Selectee Concessionaire Agreement dated 21st March, 2017 on account of Event of Default committed by the Selectee Concessionaire which is you and your kind office.**

Reference -

- i. Preliminary Notice dated NIL and mailed on 14-11-2022 addressed to you under the instructions of my office highlighting the Events of Default committed by you and your office.
- ii. Your reply dated 11-12-2022.
- iii. Second preliminary Notice dated 15.04.2023 and your reply dated 03.05.2023.
- iv. All other correspondences between us.

Whereas, Construction & Design Services, UP Jal Nigam had invited proposals for "Development of Integrated Solid waste Management Facilities

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for Nine Urban Local Bodies in UP on Public Private Partnership (PPP) Basis" on 25.08.2009 and Lucknow was one among these Nine cities.

That, M/s Jyoti Build Tech Pvt. Ltd submitted its technical and financial proposal on 14.09.2009 including the subsequent clarifications submitted in response of the letter issued by C&DS, UPJN on October 3rd 2009. On completion of evaluation process, M/s Jyoti Build Tech Pvt. Ltd. was declared successful bidder and LOA for development of Integrated Solid Waste Management Facilities for LUCKNOW Municipal Corporation was released on 11.11.2009.

Pursuant to the terms and conditions of the Request for Proposal dated 25.8.2009 and C&DS award letter No.5111G-2-16/14 dated 11.11.2009, a tripartite Concession Agreement (No.19/CGM-1/2010-2011) was executed on 23.10.2010 among ULB Lucknow, C&DS UPJN and Concessionaire M/s Jyoti Enviro Tech Pvt. Ltd, defining detailed terms and conditions of concessions including to design, build and operate the Lucknow SWM Project wherein municipal solid waste is collected, transported, processed and remnant waste is disposed-off as per the provisions of applicable Municipal Solid Waste Rules. Brief scope and services of Concessionaire as defined in agreement are as listed below;

- A. Door-to-door collection of MSW
- B. The primary storage of collected door-to-door MSW
- C. Secondary collection and transportation of MSW, including street sweeping waste, drain silt
- D. Development, construction and operation and maintenance of the MSW processing Facility with composting as one of the main processes including segregation
- E. Development, construction and operation and maintenance of the landfill facility
- F. Post closure Activities of landfill facility
- G. Collection, transportation, processing and disposal of the MSW

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- littered within the Concession Area as on COD
- H. Assist ULB in public education / Awareness Campaign related to MSW
 - I. Collection of the user Charges, on behalf of ULB as determined by the ULB from the time to time.
 - J. Develop and implement a Complaint Redressal system.
 - K. Development, financing, operation and maintenance of the Project.
 - L. Augmentation of equipment/ vehicle, capacity enhancement and provision of ancillary facilities required to implement the Project during the Concession Period.
 - M. Deployment of adequate and qualified manpower for construction, operation and maintenance management of the Project
 - N. Procure and / or provide any other required support services and facilities required for the project and

That, M/s Jyoti Envirotech Private Limited, committed numerous defaults in completing the works as per proposed and agreed schedule, but unfortunately it never made any sincere efforts to complete the works, and, thus Lucknow Municipal Corporation had no option except to initiate termination process. Pursuant to the provisions of Article 2.2. of Substitution Agreement, the Preliminary Termination Notice No.994/GM-N-8/G-8-16/14 dated 21.10.2016 was served on the. M/s Jyoti Enviro Tech Pvt. Ltd calling upon it to submit proposal for curing the defaults within a period of 30 (thirty) days from the date of receipt of the preliminary termination notice, however Concessionaire failed to submit any proposal, with reference to the notice, within the stipulated period of 30 (thirty) days of receipt of notice, however proposal(s) were submitted later without any intent of completing the works and on physical verifications, were found to be bogus i.e. Concessionaire failed to cure defect; thus Concessionaire breached the Article 2.3 of Substitution Agreement and Article 12.2 (a) (ii) and (iii) of the Concession Agreement.

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The intimation of issuance of preliminary termination notice was communicated to ICICI Bank vide C&DS Office letter No. 389/CGM-1/016/15 dated 2.11.2016. Subsequent to failure of the. M/s Jyoti Enviro Tech Pvt. Ltd to rectify the Events of Defaults as provided in the Preliminary Termination Notice, the Lender, in exercise of its powers under Article 2.4 of Substitution Agreement as placed in *Schedule 'K'* of concession agreement, brought to the notice of the ULB Lucknow about its intent to substitute the Concessionaire with a new party i.e. Selectee for Residual Concession Period. The intimation to this effect was also communicated to the Concessionaire.

The ICICI Bank evaluated various potential third parties for substitution of the Concessionaire on the basis of selection criteria prescribed in Article 2.5(i) of Substitution Agreement and after due evaluation selected the Selectee Concessionaire for substitution, however the selection process was merely on nomination basis and no tender process was adopted by Lender bank.

The ICICI Bank, as per Article 3.1 (i) of Substitution Agreement submitted proposal (along with requisite documents including unconditional undertaking as provided in Article 3.1 (ii) of Substitution Agreement) with ULB Lucknow for approval of the Selectee Concessionaire, and, ULB Lucknow, after being empowered by Government of U P vide letter No. 915/Nau-5-2017-91sa/2017 dated 09.03.2017, has accorded its approval for substitution of Concessionaire with Selectee Concessionaire vide letter no. 217/P/Praya.Abhi./N.A. dated 10.03.2017.

As per the said Selectee Concessionaire Agreement dated 21.03.2017, the Eco Green Energy Pvt. Limited was substituted as Concessionaire and the object of the Agreement was to enable the selectee Concessionaire, to carry out its function including but not limited to collection, transportation, Processing of Municipal solid waste and disposal of remnant waste as per the provision of applicable rules and to operate and manage scientific Municipal waste Management system and carry out other duties, responsibilities and exercise such rights more fully described in Concession



Agreement for residual concession period.

It is pertinent to mention here that as per clause 14.3 of selectee Agreement, the selectee agreement and Concession Agreement are to be taken as mutually explanatory and, be read, construed, understood, severally and/or jointly, as the case may be and in the event of any conflict, difference or dispute between them, the priority shall be accorded to the Concession Agreement and the detailed terms and conditions, as specified in the Concession Agreement shall have over-riding effect.

That there have been numerous instances of non-compliances of terms and conditions of the Concessionaire Agreement which unambiguous and explicit Events of Default as per the Article 12 Sub-Article 12.1 of the said agreement from your side which are highlighted below and were brought your notice vide the Preliminary Notice dated NIL & mailed on 28-11-2022 and second Preliminary Notice dated 03.05.2023 also.

- In accordance to the clause 6.2 of concession agreement, "The Concessionaire shall in respect of the Project, procure the Applicable Permits and be in compliance thereof at all times during the Concession Period". However, consent to establish is not renewed and it is expired thereby causing breach of clause 6.2 of concession agreement
- In accordance to the clause 6.7 (a) of concession agreement, "The Concessionaire shall undertake the Operation and Maintenance (O&M) of the Project by itself. However, the Concessionaire may subcontract part of the O&M activities to a Contractor possessing requisite technical, financial and managerial expertise and capability;". Whereas, Lucknow Municipal Corporation has found that you have sublated the O&M activities without divulging the technical, financial and managerial expertise and capability of selected Contractors to Lucknow Municipal Corporation thereby causing breach of clause 6.7 of concession agreement.



- That the clause 6.7 (c) of concession agreement necessitates, "The Concessionaire shall during the Operations Period in accordance with the Requirements:
 - undertake door to door collection of MSW from Persons generating such waste in the Concession Area.
 - collect MSW from Persons generating such waste within the Concession Area.
 - segregation and secondary collection of MSW.
 - transfer, transport and deliver the MSW collected at the MSW Processing Site.
 - process the MSW brought to the MSW Processing Site and dump the Landfill Waste at the Landfill Facility.

Your company has utterly failed in achieving the targets related to all above scope of work. Your company was responsible to collect the waste material from the houses and after segregation, you have to transport the solid waste material to the secondary collection centre and deploy sufficient manpower and primary collection vehicle for 100% Door to Door MSW collection but you have provided only 60% vehicles at ward / zone level, and as per the report of zonal officers you have collected Municipal Solid waste from only 35-50% of houses / commercial establishment. Due to lack of 100% primary collection from the houses, waste is being dumped at open points and drains. For cleaning of open points/drains Lucknow Municipal Corporation deployed own resources/ infrastructure resulting into extra expenditure upon Lucknow Municipal Corporation. We have given several directions in this connection to make you aware regarding solid waste management rule 2016 but you have not taken it seriously and since inception of selectee agreement you have not executed the work assigned to you seriously and violated the terms of the agreement and Rules of Solid Waste Management 2016.

You have also abandoned the Project Facilities at Shivri processing



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plant resulting into accumulation of huge quantity of unprocessed waste and thereby causing event of default under provisions of clause 12.1 (a)-viii of concession agreement.

- As per Clause 1.8 of Section-1 of Schedule G (Operation & Maintenance Requirements-General) of concessionaire Agreement, it is concessionaire responsibility to ensure that the MSW processing facility shall remain operational 365 days a year subject to shut down due to planned maintenance. However, you have consistently failed in operating processing plant and even frequent shutdown/labour related strikes has been observed in Door-to-Door collection, Transportation services, resulting into breach of Clause 1.8 of Section-1 of Schedule G.
- As per Clause 5 (iii) of Schedule G-Section 3 (Operation & Maintenance Requirements-MSW Processing Facility) of concessionaire Agreement) "No untreated leachate, which does not meet the applicable code and standards, shall be let out from the processing site. Whereas, the leachate treatment system is found non-functional and regular flooding of leachate in all part of Shiveri site has been observed resulting into breach of Clause 5 (iii) of Schedule G-Section 3.
- As per Clause 9.2 of Selected Concession Agreement concessionaire had to install a Waste-to-Energy plant Unfortunately, no effort has been taken by the you to process the MSW and to comply the environmental law of land.

Whereas, your company had already submitted a list of equipment's for setting up 15 MW power plant and Subsequently, your company had taken the various steps to establish the Power Plant and also obtained the following critical clearances for the development of Waste to Energy Project; (a) Consent to Establish (CTE) as received on 5th September 2018 (b) No objection Certificate (NOC) for ground water

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withdrawal as obtained from Central Ground Water Authority on 19th June 2018 (c) Power evacuation & Connection Agreement with Uttar Pradesh Power Transmission Corporation Limited as done on 18th April 2018 (d) No objection Certificate (NOC) for Chimney height from Airport Authority of India (e) IBR approval for Boiler manufacturing was obtained (f) Custom Duty exemption for imports from the Ministry of New & Renewable Energy was also obtained and (g) Amended power purchase agreement as signed on 05.10.2019.

All the clearances involved time & resources of government bodies and at your end as well. In spite of putting so much efforts, for establishing the said power plant, your company failed in setting up the 15 MW Waste to Energy plant leading to non-processing of MSW, resulting into the over-accumulation of the MSW at Shiveri Plant. It seems that your company had deliberately stopped the work with malicious intentions to defame the image of Lucknow Municipal Corporation leading to breach of clause 9.2 of Selectee Concession Agreement.

- As per Clause 5 (iii) of Section III of Schedule G, "no untreated leachate, which does not meet the applicable code and standards, shall be let out from the processing site" But for your information, the Leachate can be seen overflowing over internal roads and other plant area indicating that the leachate management and treatment system is completely absent at processing plant site.
- In accordance to the clause 6.7 (d)-i of concession agreement, "The Concessionaire shall during the Operations Period, collect User Charges, on behalf of the ULB as determined by ULB from time to time maintain and update the existing customer database of households available with ULB". Also, as per clause 6.7 (e) concessionaire shall have ensured minimum collection efficiency of the total amount of user charges billable on a monthly basis at the user charges rates prescribed by ULB as per efficiency tabulated below



OPERATIONS PERIOD	THRESHOLD LIMITS AS PER REVISED AGREEMENT
1st Year	50% of the total amount of user charges billable on a monthly basis
2nd Year	60% of the total amount of user charges billable on a monthly basis.
3rd Year onwards	75% of the total amount of user charges billable on a monthly basis

Your company have never divulged and submitted any customer database of households and Consistent failure in service delivery from your part has resulted into short fall in User charge collection to the tune of Rs 116.60 Crore and has resulted into additional burden upon Lucknow Municipal corporation.

It is hereby conveyed the clause 6.7 (e) provides that "In case the Concessionaire is unable to collect the user charges in accordance with this sub-clause (e), the **ULB** shall withheld such shortfall from the tipping fee payable to the Concessionaire for the particular month" and therefore Lucknow Municipal Corporation is entitled to recover all such short fall in User charge collection i.e equivalent to Rs 116.60 Crore from your company.

Repair and Replacement

- Clause 6.9 of concession agreement necessitated as under
 - (a) The Concessionaire shall at its cost, plan for replacement, replenishment and renewal as the case may be of the Project Facilities (including equipment/vehicles) well ahead of the time when the Project Facilities thereof is reasonably expected to expire its operating life or its impending obsolescence and replace the Project Facilities in accordance with Good Industry Practice so as



- to ensure that the Project commensurate with the requirements of this Agreement, at all times during the Concession Period.
- (b) In case an irreparable damage to a vehicle and/or equipment, due to any reason (including but not limited to Force Majeure), the Concessionaire shall at its cost, within a maximum period of 30 (thirty) days, replace the **damaged** vehicle and/or equipment.
- (c) The Concessionaire shall not remove from the Project Facilities, any equipment, materials, consumable and non-consumable items that are required for the Project, without the prior written consent of ULB.
- (d) The Concessionaire shall maintain and complete accurate records of all equipment, materials, consumables and spare parts procured and shall provide copies of such records to ULB upon request.

Similarly, as per **Clause (7.1) of concession agreement**, All the transport vehicles and other movable equipment shall be replaced Concessionaire at its own cost with equipment of similar or better after the expiry of its useful life or 7 years whichever is earlier.

The inspection reports indicates that many of vehicles are beyond repairable condition but you have never taken steps for replacement of such vehicles. In wake of your reluctance to provide sufficient number of vehicle/equipment, LMC have purchased/arranged the vehicle/equipment worth Rs. 32.16 crore from your outstanding O&M payments and additional vehicle/equipment worth Rs 55.00 Crore from own fund for smooth operation.

Project facilities at Shiveri like shed, roads and drains are highly damaged and you have neither repaired the same nor have submitted your plan for the replacement, replenishment and renewal of these project facilities which was expected to be submitted ahead of the time from your end, it was not submitted even after the expiry of the



operating life of the machinery and equipment. Lucknow Municipal Corporation have prepared an estimate for repair of the damaged shed and it worths Rs 7.34 Crores. This is clearly evident that the Good Industry Practices were not followed since commencement of the project thereby breaching the concession agreement clause 6.9.

Many equipment and machineries at the processing facilities are found missing and may have been removed deliberately from the processing plant without the consent of the ULB causing material adverse effect on project and breach of the Clause 6.9 of concession agreement

- **Clause 6.10** i.e. Operation And Maintenance Plan and Operation And Maintenance Manual necessitated you to finalize

(a) an O&M Plan ("O&M Plan") prepared in line with the Scope of Work of the Project, Statutory Requirement, Development Plan and compliance with the requirements of this Agreement.

(b) a manual for the operations, regular and preventive maintenance of the Project Facilities ("O&M Manual") and shall ensure and procure that at all times during the Concession Period, the Project Facilities are operated and maintained in accordance with the provisions hereof.

You have never submitted your O&M Plan and O&M Manual thereby breaching of the Clause 6.10 of concession agreement

- Clause 6.12 of concession agreement necessitated you to install a Vehicle Tracking and Monitoring System in all the vehicles at your own cost and expenses. You failed to provide the access of Vehicle Tracking and Monitoring System to Lucknow Municipal corporation and in turn preventing authority to access of real time data related to the time, position and route taken by the vehicles to Lucknow



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Municipal corporation and thereby breaching of the Clause 6.12 of concession agreement.

- Clause 6.14.1 of concession agreement necessitated you to purchase and maintain all insurances in respect of the project facility in accordance with the Good Industry Practice at your own cost and expense. However, you have neither divulged the detail of insurances purchased to LMC nor had taken approved of terms from LMC thereby breaching of the Clause 6.14.1 of concession agreement.
- **Clause 6.15** of. concession agreement necessitated that "the Concessionaire shall, at all times, ensure that all aspects of the Project and the processes employed in the construction, operation and maintenance of the Project Facilities shall conform to the laws pertaining to environment, health and safety aspects including rules such as MSW Rules, policies and guidelines related thereto". However, the manner you have utilised project site and made the entire processing site into uncontrolled/unprotected dump area, reflects your apathy towards maintenance of environmental standards and laws.
- **Clause 6.19** of concession agreement necessitated that "The Concessionaire may adopt such processes and methods as it considers necessary or expedient for Processing of MSW and Landfilling at the Project Facilities, subject to meeting the Construction Requirements and O&M Requirements and Landfill Waste is not more than 20% of Incoming Waste". Similarly, the **Clause 6.21** of concession agreement necessitated that "The Concessionaire shall carry out Landfilling, including carrying out of relevant Tests, maintenance of records and ensure certification by Independent Engineer, in accordance with O&M Requirements. The Concessionaire shall weigh the Landfill Waste prior to disposal of the same in the Landfill Facility And it shall not be more than 20% (twenty per cent) of the Incoming Waste". *huly*



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However, you have dumped almost 100% of incoming waste into Landfill and other area of processing plant. Dumping of unprocessed waste is clear violation of Clause 6.19, Clause 6.21, Clause 10.5 (a) and Clause 1.1 (b) of Section III of Schedule G of concession agreement which attracts penalty of 2% of the amount payable to you in tipping fee invoice for every 1% increase in Landfill waste. Moreover, the indiscriminate dumping has resulted into accumulation of 18 -19 lacs MT unprocessed MSW at Shiveri. The cost of Bio-remediation of unprocessed waste dumped at Shiveri is estimated at around 96.53 Cr.

Lucknow Municipal Corporation under the provisions of clause 6.31.1 of concession agreement has decided to recover all such penalty/damages and also terminate the agreement as per clause 6.31.4 and Article 12.1 of concession agreement.

- **Clause 6.29.1** of concession agreement necessitated that "The Concessionaire shall provide 2 (two) copies of its Balance Sheet, Cash Flow Statement and Profit and Loss Account along with the report thereon by its Statutory Auditors within 6 (six) months of the close of the Accounting Year to which they pertain. In addition, the Concessionaire shall also submit a statement of fixed assets forming the part of the Project Facility, as on the end of the Accounting Year, duly certified by Statutory Auditor. The statement of fixed assets shall provide the inventory of fixed assets as on the end of Accounting Year along with a list of additions and deletions during the period".

You have never provided the copies of Balance Sheet, Cash Flow Statement and Profit and Loss Account along with the report thereon by its Statutory Auditors and statement of fixed assets to Lucknow Municipal Corporation since the commencement of the project thereby breaching the concession agreement clause 6.9

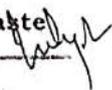
Collection, Transfer & Transportation

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- That as per Clause 2.1 of Section 2 of Schedule G (Operation & Maintenance Requirements-collection & transportation) of concessionaire Agreement you should have made efforts for primary segregation of MSW from households, commercial establishments and other collection points but no efforts have been made by you for segregated collection of waste.
- That as per Clouse 8 (a) of Section 2 of Schedule G (Operation & Maintenance Requirements-collection & Transportation) of concessionaire Agreement the maintenance of the transport vehicles should be undertaken so that at least 90% of the vehicles are available at any point of time for operations. It has been found that the breakdown is consistently more than the threshold limit of 90%.
- That as per Clause 6.4 of (Concessionaire Obligations) of concessionaire Agreement the concessionaire have, within 15 days of the appointed date, submit to the construction supervisor a plan (development plan) on conformity with the construction requirements, *O&M requirements and business plan* submitted by the selected bidder along with the financial proposals.
- That providing sufficient infrastructure for segregation, transportation of waste was part of your job but you have not executed the same.
- We have given direction to you to submit the work plan for effective processing of solid waste and in pursuance of that you have given a proposal vide letter No. ECO/Lko/21-22/2123 Dated 21.10.2021 along with affidavit and given the work plan. You have not executed the work as per the submitted work plan with the time frame given by you therefore, it is clear that you have deliberately and wilfully gave a false affidavit and not started the waste processing work. ✓



- Again, we gave direction to submit fresh work plan to you and in pursuance of that vide letter No. ECO/LKO /22-23/OP/23, dated 20.07.2022 you have again submitted the fresh work plan, but again not executed the same.
- Due to negligence and to non-maintenance on your part and non-execution of work / job assigned to you, many vehicle engaged in the secondary waste collection are now not in working conditions and as a result , the cleanliness of the area is badly affected.
- That as per the terms and condition of the Agreement, Lucknow Municipal corporation has appointed an independent engineer (IE) and as per various reports submitted by independent engineer, serious shortcomings have been observed in operation and maintenance of project facilities.
- You have made no effort to achieve the target of segregation at source, segregated transportation, and segregated processing & disposal of the waste by involving scientific technics and merely indulged in transportation of mixed waste and dumping the waste at Shiveri plant resulting into mountains of solid waste at Shiveri plant.
- That you have violated the terms and conditions of the agreement and solid waste management Rules, 2016 as you have not operated the plant as per the norms, which is not only highly objectionable, but also directly affecting the environment also.
- That we are making payment for your services regarding solid waste management but you are not performing as per the performance standards as defined under the agreements dated 23.10.2010 and 21.03.2017.
- That Government reply on "Performance Audit on Solid Waste" 



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Management in Urban Areas" raised several queries where you are availing all the facilities and funds from Lucknow Municipal Corporation, however the services are found to be below the standards and the approach of work is clearly at fault.

- That your conduct is against the Rules, Conditions and directions issued by Hon'ble National Green Tribunal, U.P. Pollution control Board and Central Pollution Board. Even after many directions issued by Lucknow Municipal Corporation for proper execution of work, you have not successfully delivered the work as assigned under the agreements, due to which there are huge amount of solid waste is accumulated on the plant causing environmental issues.
- Clause 1.3 and Clause 1.8 of Section 1 of Schedule G (Operation & Maintenance Requirements-general) necessitated project facilities remain operational for all 365 days in a year. However, there are numerous instances of deliberate stoppage of C&T work and almost 100% stoppage of processing work.
- As per Clause 1.3 and Clause 7 of Section 1 of Schedule G, you were also supposed to implement a public complaint system operational for at least 8 hours a day. The undersigned have received Regular complains about faulty operation at personal number which reflects non-functional complaint registration & redressal system.
- Clause 1.7 (ii) of Section 1 of Schedule G (Operation & Maintenance Requirements-general) necessitated that *"During the Operations Period, the Concessionaire shall, in respect of the Project Facilities, ensure that adverse effects on the environment and to the owners and occupiers of property and/or land in the vicinity of the Project Facilities, due to any of its actions, is minimized and is limited to standard as per MSW Rules"*

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- In contrary to this you have continuously caused environmental damages at Shivri processing site by dumping unprocessed waste and disposal of untreated leachate resulting into *adverse effects on the environment and to the owners and occupiers of property and/or land in the vicinity of the Project Facilities.*
- Similarly, you were supposed to construct the Transfer station at Purania (Priyadarshini Nagar Colony) in scientific manner in closed premises so as to avoid accumulation of waste and minimise the adverse effects on the environment. You did not construct the Transfer Station inspite of taking Rs. 1.00 Crore and kept on dumping waste on ground that resulted into public unrest and subsequent filing of a case against Lucknow Municipal Corporation in National Green Tribunal.
- Clause 2.2 of Section 1 of Schedule G (Operation & Maintenance Requirements-general) requires that "Six weeks prior to the anniversary of COD each year, the Concessionaire shall in consultation with the Independent Engineer / ULB finalise an annual O&M Plan for the next year of operations". You have willingly not submitted O&M Plan to deceive the operational facts with LMC. Moreover, you have not submitted any O&M Manual making you liable for concessionaire event of default.
- As per Clause 3 of Section 1 of Schedule G you supposed to adopt MSW Rules and Central Public Health & Environmental Engineering Organisation (CPHEEO) guidelines/standards. But your work never reflected adherence to MSW rules and CPHEEO manuals.
- Clause 4.1 of Section 1 of Schedule G i.e. Routine Maintenance Standards, necessitates for routine maintenance of the Project Facilities that include but not be limited to:



- (i) prompt repairs of the weigh-bridge, windrow platforms, leachate collection drainage and treatment system, electrical items, drains, internal roads, sieving machinery, lighting and fencing;
 - (ii) replacement of equipment/consumables, horticultural maintenance and repairs to equipment, structures and other civil works which are part of the Project Facilities;
 - (iii) maintaining the shape, scope, full cross-section of the storm water drainage system and leachate collection and drainage system;
 - (iv) keeping the Project Facilities in a clean, tidy and orderly condition and taking all practical measures to prevent damage to the Project Facilities or any other property on or near the Site;
 - (v) undertaking maintenance works in accordance with the O&M plan and O&M Manual;
 - (vi) preventing, with the assistance of law enforcement agencies, where necessary, any unauthorised entry to and exit from and any encroachments including any encroachments on the Site; *
 - (vii) taking all reasonable measures for the safety of all the workmen, material, supplies and equipment brought to the Site. Explosives, if any, shall be stored, transported and disposed of by the Concessionaire in accordance with Applicable Laws/Applicable Permits.
- Your utter failure in achieving the minimum standards is clearly evident from non-functional project assets related to collection, transfer, transportation and processing of waste.
 - Clause 8 of Section 1 of Schedule G (Operation & Maintenance Requirements-general) mandates you to submit to the ULB the following reports: *Wp*



- (i) Ward wise quantity of MSW received and its characterization
- (ii) Leachate generation
- (iii) Test reports
- (iv) Monthly Tipping Fee invoice in accordance with Article 8 of the Agreement.
- (v) Annual compilation of Monthly tipping fee invoice.
- (vi) Monthly compilation of MSW processed and Residual Inert Matter landfilled.
- (vii) Monthly compilation of capital expenditure
- (viii) Monthly compilation of complaint redressal performance
- (ix) Annual fitness certificate of the transport vehicles and loading equipment
- (X) Disagreements/ disputes, if any and proposed measures to be taken
- (xi) Brief report of any accident/ incident related to the Project, injury/fatality, property damage, cause of accident and actions taken to avoid recurrence
- (xii) copies of any reports submitted for purposes of regulatory compliance and of notices received or reports or notices submitted to any Competent Authority or otherwise
- (xiii) Any other report that may be reasonably required by ULB for itself or to fulfil any regulatory compliance.

It has been observed that your company has not complied with any of the above responsibilities and no report has been submitted in sufficient detail in spite of giving several opportunities.

- Under Clause 1, of Section II of Schedule G Collection and Transportation Service Requirements, you were supposed to Organise door to door collection of Municipal Solid Wastes through organized door to door collection system by collecting waste daily on pre-
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informed timings and scheduling. Nevertheless, you are able to achieve only 50 to 55% DTDC targets.

- The said Clause required that the Horticultural and construction or demolition wastes or debris or dairy waste shall be separately collected and disposed-off after treatment in a proper way but you have not even started the procedure for separate collection and processing of Horticultural, construction or demolition wastes or dairy waste. Because of your inaction, the Lucknow Municipal Corporation was forced to install a 100 TPD C&D waste processing plant with a cost of 1.82 Cr.
- The said Clause mandates you that at any Stage the MSW shall not be burnt. However, the Lucknow Municipal Corporation has found numerous incidents of garbage burning and incidents of fire in city leading to gross environmental damages.
- Under Clause 4, of Section II of Schedule G you should have operated and maintained the waste bins as follows:
 - a) The clearing schedule of waste bins should ensure that the waste bins (Biodegradable Waste and Non-Biodegradable Waste) are lifted at least once every 24 hrs.
 - b) There should be no overflow of MSW from the waste bins.
 - c) Cleanliness of surrounding area: The Concessionaire should ensure that the area around the waste bins is kept clean at all times.
 - d) Waste bins needs to be maintained so that there are
 - (i) No breakages
 - (ii) No cracks
 - (iii) There are no leakages
 - (iv) There is no toppling of bins
 - (v) No dislocation of covers

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We found you in breach of all above requirements in all the wards of cities.

- Under Clause 5, of Section II of Schedule G, you were required to ensure that there is no spillage of Municipal Solid Waste around the Transfer Station at any point of time or within the Transfer Station area, All Municipal Solid Waste at the Transfer Station shall be handled mechanically and the leachate shall be collected and treated as per the Applicable Laws. In contrary to meeting above compliance, your inaction has led to dumping of waste on ground resulting into public unrest at Purania. Dayal Chouraha transfer station is also found filled with leachate and filth.
- Under Clause 8, of Section II of Schedule G, you were required to operate and maintain the transport vehicles as follows:
 - a) The maintenance of the transport vehicles should be undertaken so that at least 90% of the vehicles are available at any point of time for operations.
 - b) All the vehicles and the drivers shall always be in compliance with the Applicable Laws.
 - c) The maintenance of the transport vehicles should be good so as to prevent breakdown of the vehicles.
 - d) All transport vehicles employed should contain
 - (i) Vehicle controls and dashboard displays
 - (ii) Lamps and lighting, blinker systems
 - (iii) Reflective devices at the back and sides
 - (iv) Rear view Mirrors
 - (v) Occupant protection
 - (vi) seat belts
 - (vii) Windshield mounting, wiping, and washing
 - e) Vehicle Tracking and Monitoring System (VTM):

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- f) A fitness certificate for each transport vehicle should be obtained by the Concessionaire by the end of first month of every calendar year and given to the Independent Engineer for verification.

Field reports conducted by Lucknow Municipal corporation reveals that the breakdown percentage is always more than 10 %. Moreover, Fitness certificate of most of vehicles are also found lapsed.

- Under Clause 8, of Section III of Schedule G The main objective divided into (a) Segregation of mixed MSW into biodegradable and non-biodegradable with normal efficiency of 30% (i.e., 30% non-biodegradable is removed from the mixed MSW) by upfront segregation or pre-processing. (b) Composting of biodegradable MSW and use of other MSW processing methods technologies to reduce the Landfill Waste to less than 20% of the Incoming Waste.

It very much evident that you have achieved neither of the two objectives of processing as mentioned above.

- Clause 5, of Section III of Schedule G pertaining to Leachate Collection and Removal System ("LCRS") you should have *"ensured no overflow of leachate from the LCRS, all leachate drains are free from clogging and allows unobstructed flow of leachate and no untreated leachate, which does not meet the applicable Code and Standards, shall be let out from the MSW Processing Site"*.

We have found filthy situation and overflow of leachate all time at Shiveri Processing plant putting you in gross breach of environmental standards.

- Clause 1, of Section IV of Schedule G, mandate you that Landfilling shall be restricted to non-biodegradable, inert waste and other Non-hazardous waste that are not suitable either for recycling or for biological processing. Land filling shall be restricted for only post-processing residues of Processing Facilities and pre-processing rejects.



However, you have dumped the entire incoming waste without processing into Landfill.

- Clause 6.30.5 (j) your company was supposed to make efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of its obligations under this Agreement and shall be solely responsible for compliance with all labour laws and solely liable for all possible claims from any third party and employment related liabilities of its staff employed in relation with the Project and hereby indemnifies ULB against any claims, damages, expenses or losses in this regard and that in no case and shall for no purpose shall ULB be treated as employer in this regard;

Whereas, Lucknow Municipal Corporation has found your non-compliance related to payment of Provident Fund of personnel employed by you leading to notices from PF department and imposition of penalty.

- That, as per said selectee concessionaire agreement dated 21.03.2017, there are events of defaults and further, the non-commencement of work and deficiency in operation has continuously breached following terms and conditions of the concession agreement ((Clause 6.4)(i) of Article 6 (Concessionaire Obligations) of concessionaire Agreement), ((Clause 6.7)(e) of Article 6 (Concessionaire Obligations) of concessionaire Agreement), ((Clause 6.29)(6.29.1) of Article 6 (Concessionaire Obligations) of concessionaire Agreement), ((Clause 6.1)(6.1.1(i)) of Article 6 (Concessionaire Obligations) of concessionaire Agreement), ((Clause 6.1)(6.1.1(ii)) of Article 6 (Concessionaire Obligations) of concessionaire Agreement), ((Clause 10.5)(b) of Article 10 (Tipping fee) of concessionaire Agreement), ((Clause 10.5)(d) of Article 10 (Tipping fee) of concessionaire Agreement), ((Clause 1(1.3)(v) of Schedule G-Section 1 (Operation

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Maintenance Requirements) of concessionaire Agreement), ((Clause 1(1.8) of Schedule G-Section 1 (Operation & Maintenance Requirements-General) of concessionaire Agreement), ((Clause 2(2.1) of Schedule G-Section 2 (Operation & Maintenance Requirements-collection & Transportation) of concessionaire Agreement), ((Clause 8 (a) of Schedule G-Section 2 (Operation & Maintenance Requirements-collection & Transportation) of concessionaire Agreement), ((Clause 5 (iii) of Schedule G-Section 3 (Operation & Maintenance Requirements-MSW Processing Facility) of concessionaire Agreement), (Article 2 of Selectee Concession Agreement), (Clause 9.2 of Selectee Concession Agreement). Thus, due to the unsatisfactory work only LMC have imposed damages upon your company and penalized time to time.

That vide the said Preliminary notice dated NIL, mailed on 14.11.2022, we expected that you will provide a proposal to rectify the Events of Default as per the Clause 12.2 (a) (ii) however, in your reply dated 11-12-2022 you have not submitted any such proposal to rectify/cure the short-comings (Events of Default) at your end.

With a view that another opportunity be provided to you, we gave you another preliminary notice dated 15.05.2023, hoping that you would rectify/cure the short comings, but instead of doing so or submitting any proposal for the same, you have sent us a reply dated 03.05.2023 which contains allegations and accusations which have been examined in detail by us and have been found to be incorrect and untrue.

Your company has been responsible for breach of various duties and obligations of the Concessionaire Agreement which has caused serious ramifications on the environment and health of the city of Lucknow. Further, as a consequence of the environmental damage caused due to your company's inadequacy and callous behaviour, UPPCB and Hon'ble NGT has imposed the compensation on Lucknow Municipal Corporation



because of the non-compliance of MSW 2016 Rules from your side. The details of compensation imposed are as follows:

- Year 2019-20: UPPCB imposed INR 14,40,71,000/- compensation
- Year 2020-21: UPPCB imposed INR 25,32,71,000/- compensation
- Year 2021-22: UPPCB imposed INR 2,40,00,000/- compensation
- Year 2022-23: Hon'ble NGT imposed INR 10,00,00,000/- compensation

Apart from this UPPCB has sent the Show cause notice to LMC for DEFAULTER of 17,20,71,000/- because of the non-compliance of MSW 2016 rules by your end for which a demand notice has issued to you for recovery of all such penalties imposed on account of your event of default.

That, the print media (newspapers) have given wide coverage regarding the poor solid waste management in LMC thereby defaming the Lucknow Municipal Corporation due to your pathetic work and delayed salaries of employees there has been several strikes of employees and there is total breakdown of the MSW collection and transportation services were evident in the city. Municipal Corporation has imposed penalties and fine on you but you have not only failed to pay the fines and penalties but you have not improved your services at all.

That from the above-mentioned facts and circumstances, it is evident that you have not executed the responsibilities assigned to you by virtue of agreements dated 23.10.2010 and 21.03.2017 and you never intended to execute / perform the job / work assigned to you and never intended to even give response to the several directions given by us. Therefore, you dishonestly deceived and cheated Lucknow Municipal Corporation into believing that you would fulfil your obligations under the aforesaid agreements dated 23.10.2010 and 21.03.2017.

The ULB is further invoking its right under Clause 6.1.1 of the concession agreement and is asserting that you have been in material breach of your



O&M obligations for which damages are liable to be levied upon you and also the agreement is liable to be terminated.

In lieu of the various instances of non-compliances of terms and condition of the Concessionaire Agreement by your company constituting into events of default as per the article 12, sub article 12.1 of the said agreement, Executive committee in the meeting held on 26.06.2023 authorised Hon'ble Mayor and Municipal Commissioner of Lucknow to decide the matter of Solid Waste Management in Lucknow city. In light of this order, the Municipal Commissioner under the direction of Hon'ble Mayor of Lucknow constituted the high-level committee. During the meeting of the said high level committee, detailed consideration of the above delineated events of default were made and the committee concluded and decided that the concessionaire agreement dated 21.03.2017 should be terminated forthwith.

In view of the above-mentioned facts and your company's unequivocal intention to not to abide by the terms of the Concessionaire Agreement as evident by your various replies and the correspondence exchanged between us, the Lucknow Municipal Corporation is constrained to terminate the said Concessionaire Agreement with your company as per all the relevant provisions of the agreement between us.

Therefore, the Selectee Concessionaire Agreement dated 21st March, 2017 is hereby terminated with effect from the termination date which shall be 06th September 2023 albeit Lucknow Municipal corporation reserve it's right to take appropriate action/decision for early take back of project assets, if situation demand so, and the performance security as subsisting is hereby directed to be appropriated. The Termination Payment payable as estimated under clause 12.2 (c) (iii), read with 12.2 (f) (ii) is Rs 12.62 Crore, the shortfall payments for the bills submitted and approved/ the bills not submitted by you are approximately 22.00 Crore whereas the damages to be recovered from you under clause 12.4 and calculated on account of various non performance is Rs. 309.97 Crore. The summary of calculations is tabulated below and the details of computation are attached as annexure to this notice.

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S. No	Description	Termination Payment (Rs. In Lacs)	Damages to be Recovered (Rs. In Lacs)
1	Termination payment equals to 70 % of Book value of Fixed assets to be paid to concessionaire	1262.086	
2	Shortfall payments to concessionaire for the bills submitted and approved/ the bills not submitted by concessionaire	2200.00	
3	Damages to be recovered by Lucknow Municipal corporation from Concessionaire	—	30996.93
	Net amount to be recovered from concessionaire	Rs. 27534.84 Lacs	

You are hereby called upon to henceforth abide by the Clause 12.2 (d)(i) of concession agreement which says "until Termination the Parties shall, to the fullest extent possible, discharge their respective obligations so as to maintain the continued operation of the Project Facilities", failing which, keeping in view the interest of public at large Lucknow Municipal Corporation will be compelled to take back the fixed assets by adopting due processes of Law for smooth functioning of solid waste management in city and will also be compelled to take Civil and/or Criminal Legal action against your company. You are also directed to abide by Clause 12.2 (d)(iii) of concession agreement and complete the formalities of handing over of project Facilities to Lucknow Municipal Corporation free from any Encumbrance and also ensure to make the payment due to Lucknow Municipal Corporation as mentioned in above Table. Moreover, it is made clear that LMC have replied and addressed all your previous correspondences, letters and grievances through this Termination Notice.

Lucknow

Date 06.07.2023

hulyal
Municipal Commissioner
Nagar Nigam Lucknow

Copy to :- Copy to General Manager, C&DS, U.P. Jal Nigam, Lucknow,
for kind information.

Municipal Commissioner
Nagar Nigam Lucknow

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Annexure 3

Item No.10

Court No. 1

**BEFORE THE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI**

Original Application No. 654/2022

Priyadarshini Colony Sector D
Residence Welfare Society

Applicant

Versus

State of Uttar Pradesh

Respondent

Date of hearing: 07.02.2024

**CORAM: HON'BLE MR. JUSTICE PRAKASH SHRIVASTAVA, CHAIRPERSON
HON'BLE MR. JUSTICE SUDHIR AGARWAL, JUDICIAL MEMBER
HON'BLE DR. A. SENTHIL VEL, EXPERT MEMBER**

Applicant: Mr. Rahul Khurana, Adv. for Applicant

Respondent: Mr. Indrajeet Singh, Municipal Commissioner, Lucknow Nagar Nigam
(Through VC) with Mr. Mukesh Verma, Adv.
Mr. Pradeep Misra & Mr. Dalceep Dhyani, Advs. for UPPCB (Through VC)**ORDER**

1. This Original Application involves the issue of unscientific handling of garbage at various dumping sites at Lucknow and the steps being taken by Municipal Corporation for effective management of the waste.

2. In the previous proceedings dated 04.12.2023 Tribunal had taken note of the status report filed by the Municipal Corporation, Lucknow showing the position of treatment and management of the waste in tabulated form. Thereafter, Tribunal had directed the Municipal Commissioner, Lucknow to file fresh affidavit after two months indicating the action taken in compliance of the timelines disclosed in the affidavit dated 11.09.2023.



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3. In terms of the order of the Tribunal dated 04.12.2023, fresh affidavit dated 05.02.2024 has been filed by the Municipal Corporation indicated the progress as under:-

Table-1: Ensure door to door collection of segregated waste				
Activity	Current Status as on 01.09.2023	Target Achieved on 31.10.2024	Target set by 31.01.2024	Current status 31.01.2024
Door-to-Door collection of segregated solid waste (Rule 15 (b) of SWM Rule 2016)	381000 HH	762604 HH/User (100%)	495690 HH/User (65%)	Lucknow Municipal Corporation (LMC) has initiated a door-to-door waste collection initiative, concluding a successful tender process for zones 1, 3, 4, 6, and 7. M/s Chennai MSW Private Limited has been awarded the contract, and the formal agreement has been signed. LMC successfully achieved its target within the Allocated timeframe, encompassing a total of 496371 households. Out of these, 157996 houses have been provided segregated waste.
Collect waste from vegetable, fruit, flower, meat, poultry and fish market on day-to-day basis and promote setting up of decentralised compost plant or bio-methanation plant (Rule 15 (m) of SWM Rule 2016)	NIL	8	1 (12.5%)	As part of an ongoing waste collection strategy covering diverse markets, a comprehensive waste management program has been implemented. Virat Khand, recognized as a Zero Waste colony in Lucknow, features 1600 households source-segregating organic waste, composted for park maintenance. Similarly, Parshu Nath Planet in Vibhuti Khand, with 542 households, actively manages organic waste through composting, contributing to decentralized municipal solid waste management.
Enforcing waste generators to pay user fee for solid waste management. (Rule 4 (3) & 15 (j) of SWM Rule 2016)	180000 Units (Rs 1.10 Crore)	762604 Units (Rs 4.60 Crore)	267000 units (35%)	Lucknow Municipal Corporation (LMC) has collected the Rs.37923220.00 amounts in December 2023 and January 2024. Demands have already been sent to all commercial and residential areas.
Integration of Rag Pickers/ Waste collectors/Kabadis/Volunteers/CBOs/N Gs (Rule 15(e) of SWM Rule 2016)	1050 no.	10463 no.	20% (2100 no.)	250 No. new rag pickers, waste collectors, and kabadis have been identified and provided with training to enhance their efficiency and effectiveness in waste management practices. This initiative signifies a proactive approach to empower and improve the capabilities of these individuals, ultimately contributing to more organized and efficient waste collection, segregation, and management within the municipal area.



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Facilitating formation of Self-Help Groups, provide identity cards and thereafter encourage integration in solid waste management including door to door collection of waste; (Rule 15 (d) of SWM Rule 2016)	110 Nos	220 Nos	132 Nos (60%)	Kalawati Chhata Istariya Samiti, under the leadership of Sangeeta Pal, consists of 800 women who have demonstrated a keen interest in participating in waste collection initiatives with Lucknow Municipal Corporation (LMC). Recognizing this commitment, the Chennai MSW company has been chosen for the door-to-door waste collection project, specifically focused on at least one zone.
2. Setting up of Material Recovery Facilities or secondary storage facilities and transfer facility (Rule 15 (h) and Rule 22 at Sr.no. 7-8 of SWM Rule 2016)				
Activity	Current Status as on 01.09.2023	Target Achieved on 31.10.2024	Target to be achieved by 31.01.2024	Current status 31.01.2024
Setting up of Material Recovery Facilities Cum PCTS (Rule 15 (h) and Rule 22 at Sr.no.7-8 of SWM Rule 2016)	8 Nos	25 Nos	10 (40 %)	The construction of 9 Material Recovery Facilities (MRFs) has been completed, and they are manually operational. Notably, a large size/capacity MRF is currently under construction near the RR Office Plant, signifying a commitment to expanding waste recovery infrastructure.
Setting up of Material Recovery Facilities Cum TS (Rule 22 at Sr.no.7-8 of SWM Rule 2016)	0 Nos	2 Nos	1 (50 %)	Specifically, work on 01 No. Transfer Station has started in Kesari Khara, Alambagh, under Zone-5. TPS Infrastructure Limited is managing this project. Key progress includes completing excavation and boring work at the TS site, laying the groundwork for construction, and successfully executing concrete work (PCC), a significant phase in structural development.
Setting up of Material Recovery Facilities Cum FCTS (Rule 22 at Sr.no. 7-8 of SWM Rule 2016)	0 Nos	4 Nos	1 (25 %)	In Zone-3 of Faizulla Ganj, Ghaila substantial progress has occurred in waste management infrastructure. Lucknow Municipal Corporation (LMC) has reclaimed land previously occupied by local bodies, enabling transformative developments. Construction is in full swing for the Transfer Station (TS) Cum Fixed Compactor Transfer Station (FCTS). The project hit key milestones, finalizing layout design and successfully completing excavation and boring tasks. Currently, Plain Cement Concrete (PCC) work is finished, while column work is ongoing.
1.9 Setting up Solid Waste Processing Facilities (Rule 22 at Sr.no.7-8 of SWM Rule 2016)				
Activity	Current Status as on 01.09.2023	Target Achieved on 31.10.2024	Target to be achieved by 31.01.2024	Current status 31.01.2024
Setting up 2000 TPD Processing Plant (600 MT at Shivari +64 MT Decentralise for dry waste)	664 MT/Day	2000 MT/Day	1250 MT/Day (63%)	Currently engaged in a short-term tender with M/S Horizons Solution Pvt.Ltd. the 1250 tons per day (TPD) of Fresh waste, with enhanced efficiency. Looking towards a sustainable future, a Request for Proposal (RFP) has been meticulously crafted, outlining plans for Biomethanation plant, waste-to-energy and compost plant facilities. The impending release of this tender marks a significant stride toward implementing advanced and scientifically grounded waste processing strategies at the selected location.



Setting up of Aerobic Composting pits in parks (Rule 22 at Sr.no. 7-8)	640 (Pits)/ MT/day	64	1500 (Pits) 150 MT/day	1200 (Pits) 80%	Total 1315 compost pits have been constructed for effective waste management in parks. The utilization of mulching techniques further enhances waste management practices within these park areas.
Setting up 300 TPD Bio- CNG Plant	0		1	0	Initiated construction following the contract awarded to Ever Enviro Company through the Expression of Interest (EOI) process. Establishing a Bio CNG plant involves preparatory tasks like construction of the boundary wall is now 95% complete. The design for internal roads and administration/utility buildings has been finalized. Vendor onboarding is currently in progress, and construction work on some buildings is also underway.
Setting up of Waste to Energy Facilities (Rule 22 at Sr. no.7-8)	0		1	0%	NTPC has expressed interest in the installation of a waste-to-energy plant (TORREFIED CHARCOAL PLANT) with a capacity of 1000 TPD.
Promotion of comarketing of compost with chemical fertilisers (Rule 7 of SWM Rule 2016)	LMC will ensure to apply and get approval for sale of city compost				A letter seeking approval has been sent to the District Agriculture Department.
Phase out the use of chemical fertilizer and use compost in all parks, gardens maintained by the local body and wherever possible in other places under its jurisdiction. (Rule 15 (u) of SWM Rule2016)	LMC will ensure to use the compost generated from pit				Compost preparation has commenced and has been utilized in parks. Excess compost has been sold to M/S Indian Agro Organic company.
Integration and Incentives to informal waste recycling sector for recycling initiatives. (Rule 15 (u) of SWM Rule2016)	Approximate 50 informal waste recycling center (Kabariwala) has been identified and LMC will provide training and integrate 20 such recycling center in next 3 months and balance will be integrated in next 6 months.				A total of 109 RRR Permanent and Temporary centers have been established in LMC areas, with over 53 kabadiwalas integrated into these centers. Additionally, 50 new kabadiwalas have been selected for training in these centers.
1.10 Setting up sanitary landfill facilities (SLFs) (Rule22 at Sr.no.9-10)					
Activity	Current Status as on 01.09.2023	Target Achieved on 31.10.2024	Target to be achieved by 31.01.2024	Current status 31.01.2024	
Setting up sanitary landfill facilities (SLFs) (Rule22 at Sr.no. 9-10)	1	2	50%	Lucknow Municipal Corporation has acquired 55 acres of land in Shivari, freed from local occupation, and has prepared it for the sanitary landfill site in accordance with CPCB guidelines. The tender for this project will be floated shortly.	
1.11 Bio-remediation of old and abandoned dump sites (Rule 22 and Key Indicator by NGT in OA 606/2018)					



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Activity	Current Status as on 01.09.2023	Target Achieved on 31.10.2024	Target to be achieved by 31.01.2024	Current status 31.01.2024
Bio-remediation of old and abandoned dump sites (Rule 22 and Key Indicator by NGT in OA 606/2018)	47,959 MT	18.5 Lac MT	150000 (8)%	The tender process for this pivotal waste management project has been successfully finalized, culminating in the issuance of the Letter of Award to M/S Bhumi Green Energy Private Limited. The current management of legacy waste within the short-term tender operated by Greenus Energy and Solutions Private Limited. recently, the company has effectively processed 86,272 metric tons (MT) of legacy waste.
1.12 prepare and submit annual report in Form IV on or before the 30th April of the succeeding year to the Commissioner or Director, Municipal Administration or designated Officer; (Rule 15 (za) of SWM Rule 2016) -				Form was submitted.
1.13 IEC & Citizen grievance redressal; (Rule 15 (zc) of SWM Rule 2016)				
Activity	Current Status as on 01.09.2023	Target Achieved on 31.10.2024	Target to be achieved by 31.01.2024	Current status 31.01.2024
Educate workers including contract workers and supervisors for door-to-door collection of segregated waste and transporting the unmixed waste; (Rule 15 (zc) of SWM Rule 2016)	More than 2000 Works trained so far	8000 workers	4000 workers (40%)	More than total 4500 workers have training provided by SBM workers and LMC for waste collection and segregation tasks.
Create public awareness through IEC campaign and educate the waste generators to practice home composting, vermicomposting, biogas generation or community level composting; (Rule 15 (zg(v)) of SWM Rule 2016) generation or community level composting; (Rule 15 (zg(v)) of SWM Rule 2016)	More than 200000 HH by engaging professional agency	762604 HH (For 100% coverage)	280000 HH (36% coverage)	More than 110,000 individuals have been educated and trained by SBM workers and LMC employees for waste collection, segregation, and composting activities
Citizen Grievance Redressal through Swachh App (Key Indicator by NGT in OA 606/2018)	91 %	100%	99%	The Citizen Grievance Redressal process facilitated by the Swachh Bharat Mission (SBM) app empowers citizens to efficiently address their concerns regarding cleanliness and sanitation. With a success rate of 98%, the app enables prompt resolution of reported issues, ensuring effective and timely actions are taken to uphold cleanliness and hygiene standards in communities.
B. COMPLIANCE OF CONSTRUCTION & DEMOLITION WASTE MANAGEMENT (C&D WM) RULES, 2016				



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Activity	Current Status as on 01.09.2023	Target Achieved on 31.10.2024	Target to be achieved by 31.01.2024	Current status 31.01.2024
Commissioning and implementation of Processing / Recycling facility. (C&D WM) Rules 13 Schedule- III (3), 2016)	100 TPD	300 TPD	33.33%	Construction and Demolition (C&D) Waste generated in LMC's jurisdiction, a 100 TPD process plant was established in 2021, operated by Jagrati Infrotech. Presently, the city generates approximately 250 to 300 TPD of C&D Waste. In response to the increased waste, a tender has been awarded to M/s Garg & Co and Rise Eleven Ready mix Product Pvt. Ltd., selected based on the lowest quoted Tipping Fee for the development/revamping of the existing processing plant on a PPP model. Old C&D waste plant has handover to the selected company and layout work is completed.
Notification of sites for collection and processing facility. (C&D Waste Rule 6(4& 5), 9(2) and 13-C&D WM Rules, 2016)	8 Collection centers	16 CC	10 collection centers (62.5%)	Lands for collection centers have been identified across all 8 zones, and the tender process has been successfully finalized in 03 places work is in progress.
Get the collected waste transported to appropriate sites for processing and disposal; (Rule 6 (5)-C&D WM Rules, 2016)	Approx 40 MT is being transported separately.	267 MT	50 MT/day (20%)	more than 50 metric tons per day C&D waste is collected by LMC vehicle are transported separately to the C&D waste plant.

C. COMPLIANCE OF PLASTIC WASTE MANAGEMENT (PWM) RULES, 2016		
Activity	Current Status and Target to be achieved by 31.01.2024	Current status 31.01.2024
Local bodies shall encourage the use of plastic waste (preferably they cannot be further recycled) for road construction as per Indian Road Congress guidelines or energy recovery or waste to oil etc.	Lucknow Municipal Corporation within 3 months will ensure to use about 5% of generated non-recyclable plastic waste (2-to-3%-part replacement with bitumen) in road construction.	LMC utilized 9.66 MT of non-recyclable plastic in the construction of roads across 7 major locations in various zones. No new roads have been constructed using non-recyclable plastic in the last two months.
Plastic waste management rule 2016 5(b)		
Activity	Current Status and Target to be achieved by 31.01.2024	Current status 31.01.2024
The local body for setting up of system for plastic waste management shall seek assistance of producers. Plastic waste management rule 2016 6(3)	Lucknow Municipal Corporation within 3 months will ensure its registration as recycler and will ensure assistance of producers under EPR framework.	The registration remains pending as the State ID hasn't been generated yet. Upon issuance of the State ID, the city ID will be generated accordingly. The management of more than 18 lac MT of legacy waste has entered a pivotal stage as Bhumi Green Energy Private Limited, selected through the tender process, initiates the installation of a waste management plant. This aligns with the Extended Producer Responsibility (EPR) concept for plastic waste, reflecting a commitment to responsible product life cycle management.
Every retailer or street vendors selling or providing commodities in, plastic carry bags or multilayered packaging or plastic sheets or like or covers made of plastic sheets which are not manufactured or labelled or marked in accordance with these rules shall be liable to pay such fines as specified	Lucknow Municipal Corporation is putting a cumulative average monthly fine of Rs. 55650.00 per month and have targeted to increase the fine upto Rs. 100000.00 Lacs Per Month in next 3 months.	Lucknow Municipal Corporation has intensified its inspections targeting retailers and street vendors using non-compliant plastic carry bags, multilayered packaging, or similar items lacking proper manufacturing labels or markings. As a result, penalties totaling Rs. 525100.00 have been imposed for



under the bye-laws of the local bodies. Plastic waste management rule 2016 14(2)		the seizure of such non-compliant plastic materials
D. COMPLIANCE OF BIO-MEDICAL WASTE MANAGEMENT (BWM) RULES, 2016 The detail of current status and Targets of compliance to Bio-Medical waste Management Rules 2016 are summarize below in Table-9.		
Table-9: current status and Targets of compliance to Bio-medical waste Management Rules 2016		
Activity	Current Status and Target to be achieved by 31.01.2024	Current status 31.01.2024
Provide or allocate suitable land for development of common bio-medical waste treatment facilities (Para 7 of Schedule 3 of BWM Rule 2016)	Lucknow Municipal Corporation have provided the land admeasuring 1.25 Acres for establishing the Bio-medical waste processing plant at Village- Bindova, Mohanlal Ganj. Plant is operational and receiving waste from 1030 HCF (9751 beds) and treating 3600 Kg/day (100% of collected waste). LMC collect all Municipal Solid waste from all HCFs in segregated form and dispose off accordingly.	Plant is operational and receiving waste from 1263 HCF (9751 beds)and treating 967160 Kg (100% of collected waste). Lucknow Municipal Corporation have provided the land admeasuring 1.25 Acres for establishing the Biomedical waste processing plant at Village- Bindova, Mohanlal Ganj by M/S SMS water grace Medi waste management pvt.ltd. Plant is operational and receiving waste from 1263 HCF(9751 beds) and treating 3600 Kg/day (100% of collected waste).Through 16 Vehicle LMC collect all Municipal Solid waste from all HCFs in segregated form and dispose off accordingly
Facilitating construction, operation & maintenance of Carcass disposal facility.	Lucknow Municipal Corporation is operating Carcass plant in 4 Acres of land at Shivari in scientific way and also going to install within 6 months a new incineration plant for incineration of dead stray animals in scientific way	At present, the incineration plant for the scientific disposal of deceased stray animals RFP has prepared, and tender float shortly.
E. COMPLIANCE OF E-WASTE MANAGEMENT E-WASTE RULES, 2016		
Activity	Current Status and Target to be achieved by 31.01.2024	Current status 31.01.2024
Urban Local Bodies shall ensure that e-waste pertaining to orphan products is collected and channelised to authorised dismantler or recycler (Rule 24 E- Waste Management Rule 2016)	Lucknow Municipal Corporation have engaged a private partner for collection, transportation and processing of E-waste.	The door-to-door waste collecting company also separately collects e-waste and processes it according to the E-waste Rule of 2016. Karo Sambhav Private Limited has set up a collection center in Lucknow, accumulating e-waste from various zones. The total collection of e-waste last 2 months is approximately 25 kg.
Responsibilities of the producer for implementing the Extended Producers Responsibility (Rule 5 of E-Waste Management Rule 2016)	Lucknow Municipal Corporation will ensure its registration will seek assistance of producers under EPR framework.	The registration remains pending as the State ID hasn't been generated yet. Upon issuance of the State ID, the city ID will be generated accordingly.
F. OTHER INITIATIVES		
Sr.No	Points	Description
1	Zero Waste Ward	Developing zero-waste gated colonies and wards.
2	Efficient Waste Management	LMC took swift action to terminate the services of M/s Ecogreen, the company responsible for waste collection, due to their failure to fulfill their obligations. Subsequently, over 50% of malfunctioning primary and secondary waste collection vehicles were repaired to ensure prompt waste removal, benefiting the citizens of Lucknow.
		Current status 31.01.2024
		Virat Khand and Parshu Nath have been developed as zero waste generators.
		The tender process for this project has successfully concluded for zones 1, 3, 4, 6, and 7. The letter of award has been formally issued to the selected company, M/s Chennai MSW Private Limited.



3	Solid Waste to Wealth	LMC adopted a "Waste to Wealth" strategy within its waste policy by implementing plans to recycle waste for biogas and electricity production. Additionally, the daily wages of approximately 8,500 sanitation workers were increased from ₹308 to ₹388, starting from September.	JBM Company has successfully installed a 20 Tons Per Day (TPD) compressed biogas facility. LMC supplies cow dung to the biogas plant, and, in return, the company provides a tipping charge of Rs. 200/- per Metric Ton (MT). This arrangement will generate approximately monthly revenue of Rs. 1,100,000 for LMC.
4	Eco-Friendly Initiatives	In line with environmental protection efforts, 90 new CNG vehicles were deployed for primary waste collection.	-
5	Waste Collection Expansion:	LMC provided 1,215 new rickshaw trailers, 300 garbage trolleys, 2,605 speed(sweeper) cycles, and 1,000 Hand Cart to facilitate primary waste collection.	Allocation aimed to enhance waste management efficiency, streamline collection processes, and ensure complete coverage for waste collection within each zone.
6	Employee Safety:	In the interest of employee safety, 4,132 safety helmets, 4,132 safety goggles, and 4,132 rubber gloves were distributed.	Distribution has been successfully completed, along with the procurement of 18 grab bucket deslitting machines and super suckers.
7	Secondary Waste Collection	600 different capacity dustbins were procured to facilitate secondary waste collection.	
8	Greenery Enhancement	The green cover of Lucknow was expanded through tree planting and the development of various parks, including Amausi, Gram Saintha, Gram Rasulpur Kayasth, and green belts along various roads.	Approximately 14 hectares of new green cover areas are currently under development in Gram Rasulpur, using Miyawaki techniques for the creation of a Nagar Van. Additionally, more than 1 lakh plantations have been undertaken across various parks and vacant lands under the Municipal Corporation.
9	Drain Cleaning	A total of 414 drains were cleaned to address waterlogging issues during the monsoon.	All drains have been cleaned.
10	Tree Pruning	High trees that posed a risk were pruned using tree pruners and threader and chipper machines.	Work is currently in progress.
11	Sustainability and clean energy	LMC is transitioning its waste collection fleet to CNG vehicles and installing CNG pumps to reduce dependence on fossil fuels.	The work has been sanctioned by the committee.
12	Central Workshop Upgrade	The central workshop of LMC is being renovated and is expected to operate with modern facilities in the near future.	

4. A perusal of the above progress presented in tabulated form reveals that timeline in respect of certain works have been altered. For example- timeline to achieve 100% target for door to door collection, indicated in the previous affidavit was 30.09.2024 which has now been altered to 31.10.2024.



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5. Municipal Corporation is expected to adhere to the timeline and complete the work as disclosed in the affidavit. The Commissioner is required to monitor the progress regularly and impediments, if any, need to be resolved including inter-departmental issues.
6. Learned Counsel for the Municipal Corporation, Lucknow as also the Commissioner, Municipal Corporation, Lucknow, present virtually have submitted that tenders have been floated to engage agencies for completing the work indicating in the timeline and that the entire process will be completed within 15 days and in this background, a prayer for adjournment of three months has been made so that progress under various heads can be indicated.
7. The fresh affidavit should point out clarity on activities targeted for achievement under Sr. No. 1.9, 1.10 and 1.11 in 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 day to day basis and no legacy waste is created on account of delay in setting up the adequate processing capacity.
8. Let a fresh affidavit reflecting the progress be filed by the Municipal Commissioner, Lucknow at least one week before the next date of hearing by e-mail at judicial-ngt@gov.in preferably in the form of searchable PDF/ OCR Support PDF and not in the form of Image PDF.
9. List on 20.05.2024.

Prakash Shrivastava, CP



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Sudhir Agarwal, JM

Dr. A. Senthil Vel, EM

February 07, 2024
Original Application No. 654/2022
JG.



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Item No. 07

Court No. 1

BEFORE THE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI

Original Application No. 607/2024

News Item titled "In Lucknow, waste - side story plastic peril paints grim picture" appearing in The Hindustan Times dated 22.04.2024

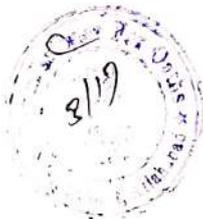
Date of hearing: 11.09.2024

CORAM: **HON'BLE MR. JUSTICE PRAKASH SHRIVASTAVA, CHAIRPERSON**
HON'BLE MR. JUSTICE ARUN KUMAR TYAGI, JUDICIAL MEMBER
HON'BLE DR. A. SENTHIL VEL, EXPERT MEMBER

ORDER

Respondents: Ms. Sthavi Asthana, Adv. for UPPCB
Ms. Suman Arora, Adv. for CPCB (Through VC)

1. In this original application, registered *suo motu*, the Tribunal is examining the issue of generation of nearly 300 MT of plastic waste in lucknow city every day as mentioned in the news item dated 22.04.2024. The news item also states that there was a fivefold jump from 59 tons in 2015 to 300 MT of plastic waste generation in the city in 2024. Vide order dated 27.05.2024 the Tribunal had impleaded respondent and issued notice.
2. Reply dated 10.09.2024 has been filed by Respondent No. 1 UPPCB. The reply is based upon some information provided by the Environmental Engineer Nagar Nigam Lucknow to the effect that the total waste generated in Lucknow city is approximately 99 tons per day. The reply does not reflect that the UPPCB made any attempt to crosscheck such information nor does it reflect how Nagar Nigam Lucknow assessed the quantity of waste generated in Lucknow city.



3. On the basis of the information so provided by the Nagar Nigam Lucknow a stand has been taken by the UPPCB that out of 99 tons per day, 86 tons per day is processed. It mentions that a penalty of Rs. 15.26 lakhs was imposed on the defaulters and recovered.
4. We find that the UPPCB has filed the reply mechanically without undertaking any exercise to ascertain the figures relating to the generation and processing of plastic waste in the city of Lucknow.
5. The news item, based on which suo motu cognizance has been taken, states about the disclosure made by the Environmentalist. It also refers to certain reports of CPCB and mentions the serious adverse effects of plastic waste on the soil quality and health of the residents. Therefore, before taking any stand and filing the reply the UPPCB was expected to carry out the groundwork meticulously and ascertain the correct position.
6. Learned Counsel for the UPPCB seeks three weeks to file a fresh report, keeping in view the observations made above.
7. Having regard to the above, we also implead additional respondent as under:
- Respondent No. 5: Commissioner, Municipal Corporation,
Lucknow.
8. The office is directed to serve the newly added respondent.
9. Newly added respondent is directed to file a response/reply by way of affidavit before the Tribunal at least one week before the next date of hearing through e-filing. If any respondent directly files the reply without routing it through his advocate then the said respondent will remain virtually present to assist the Tribunal.



10. List on 12.12.2024.

Prakash Shrivastava, CP

Arun Kumar Tyagi, JM

Dr. A. Senthil Vel, EM

September 11, 2024
O.A. No. 607/2024
HB..



CONCESSION AGREEMENT

Between

**LUCKNOW MUNICIPAL CORPORATION**

AND

**BHUMI GREEN ENERGY**

For

"Supply, Installation, Commissioning of 1000TPD Municipal Solid waste (Wet & dry) extendable up to 2000 TPD processing plant at Shivari, Lucknow and its operation & maintenance for a period of 03 years"

(RFP NO-D/493/EE/24-25)

Dated: 11/09/2024)

Issued on: 15/11/2024



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उत्तर प्रदेश UTTAR PRADESH

GP 707145

This Agreement is made on this 15th day of November 2024 at Lucknow, Uttar Pradesh.

BETWEEN

Lucknow Nagar Nigam, a body constituted under the Uttar Pradesh Municipalities act, 1959, having its office at Triloknath Road, Lalbagh Lucknow – 226 001 acting through its **Municipal Commissioner** (hereinafter referred "Authority/ Corporation/LMC" which expression shall unless excluded by or repugnant to the context, be deemed to include its successors and assigns); **OF THE FIRST PART** termed as **AUTHORITY**.

AND

On behalf of Bhumi Green Energy, a partnership firm having its registered office at B-14 Narayan-Bagh society Magarpatta Pune-411028 (here in after called to as "Concessionaire", which expression shall include its successors, administrators and permitted assigns) of the **SECOND PART**.

The Corporation and "Concessionaire", shall be individually referred to as Party and jointly as Parties.

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LMC

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For Bhumi Green Energy
Kamlesh
Concessionaire
Director



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RECITALS

- A. The Corporation intends to substantially improve the quality-of-service delivery for mixed solid waste management activities and sought private sector participation for processing of Mixed Solid Waste (*as defined below*);
The Corporation floated an RFP no D/493/EE/2024 dated 11 September 2024 with respect to "Selection of Concessionaire for Supply, Installation, Commissioning of 1000TPD Municipal Solid waste (Wet & dry) extendable up to 2000 TPD processing plant at Shivari, Lucknow and its operation & maintenance for a period of minimum 03 years."
- B. Concessionaire had submitted a lowest bid of Rs.988 Per M. Ton of waste to be processed to the Corporation for the Tender. This rate was further negotiated, and the Concessionaire has offered to work at the reduced rate of Rs.943 Per M. ton. The Corporation has agreed to award the Tender to Concessioner at the negotiated rate by taking proper approval by authorities and Hon. Tender committee vide resolution bearing No. dated 25 October 2024. The LMC has issued the Letter of Intent Numbered डी/667/पर्या0आभि0/24 dated 4th November 2024 (*as attached herewith*) and accordingly agreement has been executed on 15th day of November 2024 between the agreeing parties.
- C. Therefore, the Parties have entered into this Contract Agreement to record in writing their understanding in this respect.

NOW THEREFORE, in consideration of the mutual covenants, undertakings and conditions set forth below, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS:

In this Agreement (including the recitals above and the schedules, annexures and exhibits hereto), except where the context otherwise requires, (i) capitalized terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed; and (ii) the following words and expressions shall have the following meanings respectively:

- 1.1. "Affected Party" means Party claiming to be affected by a Force Majeure Event (*hereinafter defined*) as described in this Agreement.

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For Bhumi Green Energy

Amrinder Singh
Concession Director

- 1.2. "Agreement" means this contract agreement and includes all schedules and/or exhibits annexed hereto and any amendments to this contract agreement executed by the Parties in writing.
- 1.3. "Applicable Law" means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect and here in after in India, including judgments, decrees, injunctions, writs or orders of only court of record, as may be in force and effect during the subsistence of Term to be signed under this Agreement.
- 1.4. "Applicable Permits" shall mean all clearances, permits, authorizations, consents and approvals required to be obtained or maintained by Concessionaire under Applicable Law, in connection with the construction, operation and maintenance of the Solid Waste Processing Plant during the Term of this Agreement.
- 1.5. "Authority" means any agency, legislative, judicial or executive authority, department, ministry, public or statutory person, whether autonomous or not, of the Government of India or Government of Uttar Pradesh or any local authority including the Corporation or any other sub-division or instrumentality of any thereof.
- 1.6. "By-Products" means the products that would be derived from the processing of Mixed Solid Waste at the Solid Waste Processing Plant.
- 1.7. "Coercive Practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or affect the execution of a contract.
- 1.8. "Collusive Practices" means a scheme or arrangement between Concessionaire, with or without the knowledge of the Authority, designed to establish prices at artificial, non- competitive levels.
- 1.9. "Commencement Date of Phase-1" means the date of the execution of this Agreement.
- 1.10. "Commencement Date of Phase-2" means the date of commencement of operations for 2000 TPD at the Solid Waste Processing Plant as and when intimated in writing by Concessionaire to the Corporation and verified by the Engineer-in Charge
- 1.11. "Corrupt Practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution.
- 1.12. "Day" means a calendar day, "Months" means calendar months and "Year" Means 365 days.

For Bhumi Green Energy

James Yig
Concessionaire
Director

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- 1.13. "Force Majeure Event" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Agreement impossible or so impractical as to be considered impossible under the circumstances including but not limited to fire, storm, earthquake, flood, natural disaster, other casualty events; terrorist attacks; strikes that are not directly related to acts or labour relations of the Parties; riots or other civil unrest; or a combination of any of the foregoing, but not in any event, market or economic conditions or any such acts thereof occasioned due to negligence or willful acts or omissions of the Parties.
- 1.14. "Fraudulent Practice" means a misrepresentation or omission of facts to influence a selection process or the execution of a contract.
- 1.15. "Inert" means hazardous waste, bio medical waste, construction debris, sand, etc.
- 1.16. "MT" is unit for waste quantity means Metric Ton.
- 1.17. "Mixed Solid Waste" means any municipal Solid waste consisting of plastic, metal, thermacol, foam, glass, rexene, battery cells, paper, cloth, bio- degradable waste etc. excluding street sweepings, construction and demolition waste, Bio Medical waste, Hazardous waste, Industrial Waste, Hotel waste as defined in the SWM Rules.
- 1.18. "Operating Year" means each successive period, the first such period commencing from the Commencement Date of Phase-2 and ending after three hundred and sixty- five (365) days.
- 1.19. "Phase-1" means the period for which solid waste processing plant is installed and built and operate and maintain till the date of COD of phase 2.
- 1.20. "Phase-2" means the period of 3 (three) Years, wherein Concessionaire shall operate, maintain, repair and refurbish the Solid Waste Processing Plant.
- 1.21. "Person" means any natural person, firm, corporation, company, voluntary association, partnership, joint venture, trust, incorporated organization, unincorporated organization, Authority or other entity, having legal capacity to sue and be sued in its name.
- 1.22. "Penalty" means fine in rupees as per schedule 3 below.
- 1.23. "RDF" means Refuse-derived fuel, which is one of the By-Product of processing Mixed Solid Waste

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For Bhumi Green Energy

Amal Singh
Concessionaire Director



- 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
Amal Singh
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



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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-1, 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.

Arvind

LMC

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For Bhumi Green Energy |

Kamlesh
Concession Director

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नगर निगम



- 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



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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

Amir Singh
Concess Director



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- 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-I 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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For Mission
Concessionaire
For Bhum Green Energy

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.

Amir
LMC

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Commissioner
Concessionaire

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For Bhumi Green Energy



Director

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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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Concessionaire

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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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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:

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- 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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- 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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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 a fresh 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 here of 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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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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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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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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For Bhum Green Energy

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Notices shall be sent to the following addresses:

To Bhumi Green Energy: .
Director
Bhumi Green Energy
 Narayan Bagh, Magarpatta,
 Hadapsar Pune-411028
 Email: bhumigreenergy@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

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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

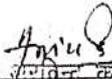
IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized officers as of the date set forth in the preamble to this Agreement.

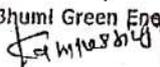
SIGNED AND DELIVERED

SIGNED AND DELIVERED

On behalf of Lucknow Municipal Corporation by

On behalf of Bhumi Green Energy


(डॉ० अमित कुमार राय)
अपर नगर आयुक्त
नगर निगम, लखनऊ

For Bhumi Green Energy

Director

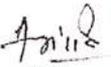
Witnesses:

Name: JITENDRA KV VERMA

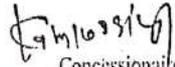
Name: Shambhuj Pawar

Address: NA LUCKNOW

Address: 579/2, Ribumardi Bansi Soc,
Pune 37.


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नगर निगम लखनऊ

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Concessionary
For Bhumi Green Energy

Director



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SCHEDULE I**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
Commissionaire
Director



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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.

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For Bhumi Green Energy

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.

Arvind

LMC

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For Bhumi Green Energy
[Signature]
Concessionaire

Director



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SCHEDULE I
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
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Concessionaire
Director



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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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For Bhumi Green Energy
Amul
Concessionaire
Director

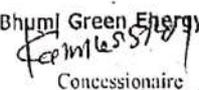


All complaints to be attended within 6 hours of complaint register. A record of all such complaints to be submitted to LMC on monthly basis by 5th day of next month. The LMC care complaint handling cell numbers should be displayed at the project site.

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



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**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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LMC

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Concessionaire

For Bhumi Green Energy

Director



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7.	Penalty on non-processing of waste	Daily digital logs to be checked by LMC	four days	<p>If the waste is not processed within 3 days- Deduction of 20% tipping fees of unprocessed waste quantity.</p> <p>If the waste is not processed within 4 days- Deduction of 30% tipping fees of unprocessed waste quantity.</p> <p>Beyond 4 days- Deduction of 40% of tipping fees of unprocessed waste quantity + disciplinary action deemed fit by LMC.</p>
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
Concessionaire
Director





नगर निगम लखनऊ

प्रेषक, पर्यावरण अभियन्ता, नगर निगम, लखनऊ।	सेवा में, M/s BHUMI GREEN ENERGY, PUNE.
पत्र संख्या :-डी/663 /पर्या0अभि0/24	दिनांक :- 29 अक्टूबर, 2024

Letter of Intent (LOI)

विषय : Letter of Intent for selection of contractor for Supply, Installation, Commissioning of 1000 TPD Municipal Solid Waste extendable up to 2000TPD (Wet & Dry) processing plant at Shivari, Lucknow and its operation & maintenance for a period of minimum 03 years.

उपरोक्त विषयक कार्य हेतु दिनांक 10.09.2024 को आमंत्रित निविदा में दी गयी न्यूनतम दर रू0 988.00 प्रति मी0टन को आप द्वारा निविदा समिति के समक्ष रू0 943.00 प्रति मी0टन पर अपनी सहर्ष सहमति प्रदान की गयी है। जिसे नगर आयुक्त महोदय की अध्यक्षता वाली कमेटी द्वारा स्वीकार कर लिया गया है।

अतः उपरोक्त कार्य का अनुबन्ध रू0 100/- के जनरल स्टैम्प पेपर पर कराये जाने के साथ आर0एफ0पी0 में दिये गये प्राविधान के अनुसार एक वर्ष की अनुमानित धनराशि का 5% परफार्मेंन्स सिक्योरिटी रू0 2.60 करोड़ बैंक गारण्टी/एफ0डी0आर0 के रूप में जमा करते हुए 15 दिवस में अनुबन्ध कराया जाना सुनिश्चित करें।

भवदीय


पर्यावरण अभियन्ता
नगर निगम लखनऊ

प्रतिलिपि :

1. नगर आयुक्त महोदय को सादर सूचनार्थ।
2. अपर नगर आयुक्त महोदय को सादर सूचनार्थ।


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नगर निगम लखनऊ

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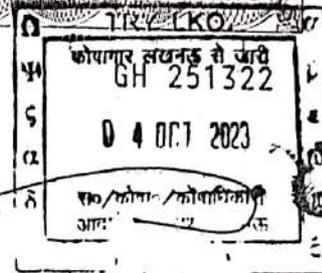
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उत्तर प्रदेश UTTAR PRADESH

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 Chhapra, 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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नगर निगम, लखनऊ



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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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 नगर निगम, लखनऊ



(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



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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).

पर्यावरण अभियन्ता
नगर निगम, लखनऊ



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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. 

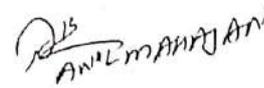
2. Naveed Kishor

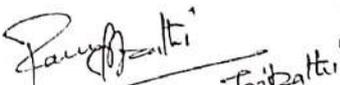
Authorized Signatory

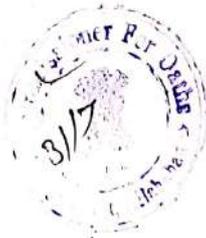
Horizon Solutions

Witness:



1. 
 Anil Manoj An

2. 
 Poonesh Tripathi





नगर निगम लखनऊ

<p>प्रेषक पर्यावरण अभियन्ता, नगर निगम, लखनऊ।</p>	<p>सेवा में, M/s HORIZON SOLUTION, 1068, VIJAY NAGAR, JABALPUR, (M.P.) - 482001</p>
<p>पत्र संख्या :- डी/ 547/पर्या0अभि0/23</p>	<p>दिनांक :- 09 अक्टूबर, 2023</p>
<p>विषय : नगर निगम लखनऊ में शिवरी स्थित टोस अपशिष्ट प्रोसेसिंग प्लान्ट पर प्रतिदिन आने वाले नये कूड़े (फ्रेश वेस्ट) के वैज्ञानिक निस्तारण कार्य हेतु वैकल्पिक व्यवस्था के रूप में निविदा के माध्यम से चयनित संस्था को सूचना/कार्यादेश निर्गत किये जाने के सम्बन्ध में।</p>	

सूचना/कार्यादेश

नगर निगम लखनऊ में शिवरी स्थित टोस अपशिष्ट प्रोसेसिंग प्लान्ट पर प्रतिदिन आने वाले नये कूड़े (फ्रेश वेस्ट) का वैज्ञानिक निस्तारण कार्य कराये जाने के सम्बन्ध में निविदा समिति की संस्तुति के क्रम में आपके पक्ष में नगर आयुक्त महोदय द्वारा तीन माह की कार्याधि हेतु दिनांक 09.10.2023 को स्वीकृति प्रदान कर दी गयी है।

अतः उपरोक्त कार्य का अनुबन्ध रू0 100/- के जनरल स्टैम्प पेपर कराये जाने के साथ निविदा धनराशि का 5% रू0 38,43,000.00 की परफार्मेंस सिक्क्योरिटी जमा करते हुए तीन दिनों में अनुबन्ध कराया जाना सुनिश्चित करें। साथ ही तकनीकी रूप से सक्षम कर्मचारियों एवं आवश्यक मशीन/संयंत्र को 15 दिवस में लगाते/अनुरक्षण कराते हुए प्रतिदिन प्लान्ट पर पहुचने वाले कूड़े का वैज्ञानिक निस्तारण कराया जाना सुनिश्चित करें।

भवदीय


पर्यावरण अभियन्ता
नगर निगम लखनऊ

प्रतिलिपि :

1. नगर आयुक्त महोदय को सादर सूचनार्थ।
2. अपर नगर आयुक्त महोदय को सादर सूचनार्थ।


पर्यावरण अभियन्ता
नगर निगम लखनऊ



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उत्तर प्रदेश प्रदूषण नियंत्रण बोर्ड
UTTAR PRADESH POLLUTION CONTROL BOARD



पत्रांक संख्या-.....H20085 /सी-5/M.S.W-1/24

दिनांक.....09/12/24
पंजीकृत

सेवा में,

नगर आयुक्त,
नगर निगम,
लखनऊ।

यह कि लखनऊ शहर से जनित नगरीय ठोस अपशिष्ट के निरस्तारण हेतु म्युनिसिपल सालिड वेस्ट प्रोसेसिंग प्लाण्ट ग्राम-शिवरी, मोहान रोड, लखनऊ में स्थापित एवं संचालित है, जिसको पूर्व में मैसर्स इकोग्रीन एनर्जी प्रा0लि0 द्वारा संचालित किया जा रहा था, तत्पश्चात् वर्तमान में उक्त इकाई का संचालन मार्च, 2024 से मैसर्स भूमिग्रीन एनर्जी लखनऊ, 7, 703, आशियाना,-बी, शहीद पथ, लखनऊ द्वारा किया जा रहा है।

यह कि माननीय राष्ट्रीय हरित अधिकरण, नई दिल्ली में योजित ओ0ए0 संख्या-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 में पारित आदेश दिनांक 11.09.2024 के अनुपालन में जनपद-लखनऊ में नगरीय ठोस अपशिष्ट के उपचार हेतु स्थापित नगरीय ठोस अपशिष्ट प्रसंस्करण प्लाण्ट, शिवरी, मोहान रोड, लखनऊ का निरीक्षण क्षेत्रीय कार्यालय, उ0प्र0 प्रदूषण नियंत्रण बोर्ड, लखनऊ के प्राधिकृत अधिकारियों द्वारा दिनांक 05.12.2024 को किया गया। निरीक्षण के समय इकाई प्रतिनिधि श्री शम्भू राज पवार (प्रबन्धक, भूमिग्रीन एनर्जी) उपस्थित थे।

यह कि नगर निगम, लखनऊ द्वारा 01 मार्च, 2024 से नवम्बर, 2024 तक प्रस्तुत आंकड़ों के अनुसार लखनऊ नगर निगम क्षेत्र से औसतन 2395 मिट्टिक टन/दिन मोहान रोड स्थित सालिड वेस्ट प्रोसेसिंग प्लाण्ट पर नगरीय ठोस अपशिष्ट पहुंच रहा है। जिसके उपचार हेतु वर्तमान में मात्र 700 मि0टन/दिन क्षमता का प्रोसेसिंग प्लाण्ट स्थापित किया गया है, जिसका संचालन विगत एक सप्ताह से मैसर्स भूमिग्रीन एनर्जी लखनऊ, 7, 703, आशियाना,-बी, शहीद पथ, लखनऊ द्वारा प्रारम्भ किया गया है। निरीक्षण के समय उक्त प्लाण्ट संचालित पाया गया, जोकि जनित नगरीय ठोस अपशिष्ट के सापेक्ष अपर्याप्त क्षमता का है तथा ठोस अपशिष्ट प्रबन्धन नियम, 2016 का उल्लंघन है।

यह कि नगर निगम, लखनऊ से जनित प्लास्टिक एवं अन्य वेस्ट के निस्तारण हेतु नगर निगम क्षेत्र में 10 एम0आर0एफ0 सेण्टर स्थापित किये गये है, जिनमे से 10 एम0आर0एफ0 सेण्टरों में से 01 एम0आर0एफ0 सेण्टर (ग्वारी चौराहा, गोमती नगर, लखनऊ) मैकेनाइज्ड संचालित है, 08 मैनुअल आधारित है एवं 01 अन्य निर्माणाधीन है। मैकेनाइज्ड एम0आर0एफ0 सेण्टर माह सितम्बर, 2024 से संचालित किया गया है। निरीक्षण के समय 01 सितम्बर, 2024 से 30 नवम्बर, 2024 तक मटेरियल रिकवरी का विवरण उपलब्ध कराया गया है, अन्य एम0आर0एफ0 सेण्टर से जनित वेस्ट रिकवरी का विवरण उपलब्ध नहीं कराया गया है।

यह कि उक्त प्रसंस्करण प्लाण्ट से जनित लीचेट के ट्रीटमेण्ट हेतु 250 कं0एल0डी0 क्षमता का लीचेट ट्रीटमेण्ट प्लाण्ट स्थापित किया जाना था, परन्तु निरीक्षण के समय 25 कं0एल0डी0 क्षमता का लीचेट ट्रीटमेण्ट प्लाण्ट स्थापित पाया गया, जोकि संचालित नहीं पाया गया। राज्य बोर्ड के सन्दर्भ संख्या-179818/UPPCB/Lucknow(UPPCBRO)/CTO/LUCKNOW/2023 दिनांक 15.05.2023 के माध्यम से मैसर्स एम0एस0डब्ल्यू0 प्रोसेसिंग प्लाण्ट, ग्राम-शिवरी, तहसील-सरोजनी नगर, लखनऊ के नाम से 1200 मि0टन/दिन क्षमता हेतु सहमति (जल एवं वायु) दिनांक 31.12.2023 तक तथा नगरीय ठोस अपशिष्ट हेतु सन्दर्भ संख्या-4/UPPCB/Lucknow(UPPCBRO)/SWM/LUCKNOW/2023 दिनांक 17.03.2023 के माध्यम से प्राधिकार दिनांक 16.03.2027 तक निर्गत है। वर्तमान में

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टी.सी.-12 बी, विभूति खण्ड,
गोमती नगर, लखनऊ-226010
ई-मेल-info@uppcb.com
वेब साइट-www.uppcb.com

C-12-V, Vibhuti Khand
Gomti Nagar, Lucknow-226010
e-mail: info@uppcb.com
Web site www.uppcb.com



(2)

इकाई को सहमति (जल एवं वायु) प्राप्त नहीं है तथा निर्गत ठोस अपशिष्ट प्राधिकार में वर्णित शर्तों का अनुपालन होते नहीं पाया गया, जोकि ठोस अपशिष्ट प्रबन्धन नियम, 2016 का उल्लंघन है।

यह कि सन्दर्भित प्लांट को वर्तमान में बिना सहमति प्राप्त किये संचालित किया जा रहा है तथा जनित नगरीय ठोस अपशिष्ट क्षमता के सापेक्ष मात्र 700 मि0टन/दिन का उपचार किया जा रहा है, जोकि नगरीय ठोस प्रसंस्करण प्लांट द्वारा ठोस अपशिष्ट प्रबन्धन नियम, 2016 के प्राविधानों का उल्लंघन है। अतः सन्दर्भित प्लांट द्वारा दिनांक 01.01.2024 से निरीक्षण दिनांक 05.12.2024 तक डिफाल्टर अवधि मानते हुये कुल 340 दिवस हेतु केन्द्रीय प्रदूषण नियंत्रण बोर्ड द्वारा जारी मार्गदर्शिका (Report of the CPCB in house Committee on Methodology for Assessing Environmental Compensation and Action Plan to Utilize the Fund) के अनुसार पर्यावरणीय क्षतिपूर्ति अधिरोपित किया जाना है। पर्यावरण क्षतिपूर्ति का आकलन निम्नवत् है:-

Sr. No	City	Lucknow city
1	Population (2011)	31,01,263 (As per based in 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 the 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 Laacs. Rs	3721.51* (But consider calculation mentioned as *Part A=4068)
8	Minimum and Maximum values of EC (Capital Cost Component) recommended by the Committee (Laacs Rs.)	Min. 500; Max. 5000
9	Final EC (capital cost component) in Laacs. Rs	4068
10	Calculated EC (O&M Component) in Laacs. Rs./Day	31.01
11	Minimum and Maximum values of EC (O&M Cost Component) recommended by the Committee (Laacs Rs./Day)	Min. 0.5 Max. 5.0
12	Final EC (O&M Component) in Laacs. Rs./Day	5.00
13	Calculated Environmental Externality (Laacs Rs. Per Day)	0.687
14	Minimum and Maximum value of Environmental Externality recommended by the Committee (Laacs Rs. per day)	Min. 0.50 Max. 0.60
15	Final Environmental Externality (Laacs Rs. per day)	0.68

Environmental Compensation EC (Laacs Rs.) = 2.4 (Waste Generation - Waste Disposed as per the Rules) + 0.02(Waste Generation - Waste Disposed as per the Rules) x N + Marginal Cost of Environmental Externality x (Waste Generation - Waste Disposed as per the Rules) x N
Simplifying above formula;

$$\left. \begin{aligned} \text{Environmental Compensation EC (Laacs Rs.)} &= \text{Part A} + \text{Part B} + \text{Part C} \\ \text{Part A} &\text{---> } 2.4 (\text{Waste Generation} - \text{Waste Disposed as per the Rules}) \\ \text{Part B} &\text{---> } 0.02(\text{Waste Generation} - \text{Waste Disposed as per the Rules}) \times N \\ \text{Or} \\ \text{Final EC (O\&M Component) in Laacs. Rs./Day} &\times N \\ \text{Part C} &\text{---> } \text{Environmental Externality} \times (\text{Waste Generation} - \text{Waste Disposed as per the Rules}) \times N \end{aligned} \right\}$$

As per provided record at the time of inspection
Waste Generation = 2395 TPD,



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(3)

Waste Disposed as per the Rules = 700 TPD.

Calculated Environmental Externality (Lacs Rs. per Day) = $\{(1695 \times 40)/1,00,000\} = 0.678$

So consider Final Environmental Externality (Lacs Rs. per day) = 0.68

Number of days from the date of direction of SPCB are provided by the concerned authority N = 340 Days (Date 01-01-2024 to till now 05-12-2024)

Solid waste processing plant Install capacity = 700 TCD.

*Part A---> $\left\{ \begin{array}{l} \text{Solid waste processing plant Install Capacity} = 700 \text{ TCD} \\ \text{as per methodology, Solid Waste for processing plant} = 2395 \text{ TCD.} \\ \text{Difference of Waste quantity (TPD)} = 2395 - 700 = 1695 \text{ TCD.} \end{array} \right\}$

Part A = $2.4 \times 1695 = 4068/-$ Lacs.

Part B = Final EC (O&M Component) in Lacs. Rs./Day x N

Part B = $5 \times 340 = 1700/-$ Lacs.

Part C = Final Environmental Externality (Lacs Rs. per day) x N

Part C = $0.68 \times 340 = 231.2/-$ Lacs.

Environmental Compensation EC (Lacs Rs.) = Part A + Part B + Part C

= $4068 + 1700 + 231.2$

= 5999.2 Lacs.

= 5999.2 Lacs/- (Fifty nine crore ninty nine lakh twenty

Thousand only).

उपरोक्त के दृष्टिगत क्षेत्रीय अधिकारी, लखनऊ के पत्र संख्या-1459/सहमति-2240/2024 दिनांक 07.12.2024 द्वारा नगर निगम, लखनऊ के विरुद्ध दिनांक 01.01.2024 से दिनांक 05.12.2024 तक रू० 5999.20/- लाख (रूपये उन्सठ करोड़ निम्नानवे लाख बीस हजार) की पर्यावरणीय क्षतिपूर्ति अधिरोपित किये जाने की संस्तुति की गयी है।

अतः उपरोक्त वर्णित परिस्थितियों के दृष्टिगत जन स्वास्थ्य के हित में जन साधारण को स्वच्छ वातावरण प्रदान करने हेतु राज्य बोर्ड को प्रदत्त शक्तियों के अधीन एवं उपरोक्त वर्णित तथ्यों के परिप्रेक्ष्य में सक्षम अधिकारी के अनुमोदनोपरान्त नगर आयुक्त, नगर निगम, लखनऊ को निम्नवत् कारण बताओ नोटिस जारी किया जाता है :-

"यह कि क्यों न नगर निगम, लखनऊ के विरुद्ध दिनांक 01.01.2024 से दिनांक 05.12.2024 तक रू० 5999.20/- लाख (रूपये उन्सठ करोड़ निम्नानवे लाख बीस हजार) की पर्यावरणीय क्षतिपूर्ति अधिरोपित कर दी जाये।"

उपरोक्त कारण बताओ नोटिस के निर्गमन से 15 दिन के अन्दर अपना स्पष्टीकरण बोर्ड मुख्यालय में प्रस्तुत करें। निर्धारित अवधि में स्पष्टीकरण प्राप्त न होने/संतोषजनक उत्तर प्राप्त न होने की स्थिति में उपरोक्त वर्णित कारण बताओ नोटिस की पुष्टि कर दी जायेगी, जिसका समस्त उत्तरदायित्व आपका स्वयं का होगा।

सक्षम अधिकारी द्वारा अनुमोदनोपरान्त पत्र निर्गमन हेतु अधिकृत

मुख्य पर्यावरण अधिकारी, वृत्त-5

प्रतिलिपि:- क्षेत्रीय अधिकारी, उ०प्र० प्रदूषण नियंत्रण बोर्ड, लखनऊ को इस निर्देश के साथ प्रेषित कि नगर निगम, लखनऊ को निर्गत कारण बताओ नोटिस की प्रति को उपलब्ध कराते हुए कृत कार्यवाही एवं आख्या संस्तुति सहित 15 दिन के अन्दर प्रेषित करना सुनिश्चित करें।

मुख्य पर्यावरण अधिकारी, वृत्त-5





नगर निगम लखनऊ

प्रेषक, अपर नगर आयुक्त, नगर निगम, लखनऊ	रोवा में, मुख्य पर्यावरण अधिकारी, वृत्त-5, उत्तर प्रदेश प्रदूषण नियंत्रण बोर्ड, टी0ररी0-12 वी, विभूती खण्ड, गोमती नगर, लखनऊ-226010
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दिनांक :- 26 मार्च 2025

पत्र संख्या :-डी/1177/अ0न0आ0/प0आ0/24

विषय:- शिवरी स्थित ठोस अपशिष्ट प्रसारण प्लान्ट के संचालन के दृष्टिगत नगर निगम लखनऊ के विरुद्ध दिनांक 01.01.2024 से दिनांक 05.12.2024 तक कारण बताओं नोटिस के सम्बन्ध में।

महोदय,

कृपया कार्यालय उत्तर प्रदेश प्रदूषण नियंत्रण बोर्ड, लखनऊ के पत्र संख्या एच-20885/सी-5/एम0एस0डब्लू0-1/24 दिनांक 09.12.2024 का संदर्भ ग्रहण करने का कष्ट करें। जिसके माध्यम से बोर्ड के क्षेत्रीय कार्यालय के प्राधिकृत अधिकारियों द्वारा दिनांक 05.12.2024 को किये गये प्लान्ट के निरीक्षण में कतिपय बिन्दुओं का संज्ञान लेते हुए दिनांक 01.01.2024 से निरीक्षण दिनांक 05.12.2024 तक डिफाल्टर अवधि मानते हुए कुल 340 दिवस हेतु रू0 5999.20/- लाख की पर्यावरणीय क्षतिपूर्ति अधिरोपित किये जाने की संरतुति सहित नगर निगम लखनऊ के विरुद्ध कारण बताओं नोटिस निर्गत किया गया है।

उक्त के सम्बन्ध में अवगत कराना है कि नगर निगम लखनऊ द्वारा सॉलिड वेस्ट मैनेजमेन्ट परियोजना के अन्तर्गत कार्यों तथा घर-घर से कूड़े का संग्रहण, परिवहन, प्रसारण एवं निस्तारण का कार्य पूर्व में मेसर्स इकोग्रीन एनर्जी लखनऊ प्रा0 लि0 संस्था द्वारा किया जा रहा था, जिसके द्वारा कार्यों का संचालन अनुबन्ध के अनुरूप न किये जाने एवं शिवरी प्लान्ट पर लगभग 18.50 लाख मी0टन अनप्रोसेस/लिंगेसी वेस्ट का समयान्तर्गत निस्तारण न किये जाने के कारण संस्था को दिनांक 06.07.2023 को टर्मिनेट करते हुए निविदा के माध्यम से डोर टू डोर कूड़ा कलेक्शन व परिवहन कार्यों एवं फ्रेश व लिंगेसी ठोस अपशिष्ट के निस्तारण हेतु नवीन संस्थाओं का चयन किया गया है। जिनके द्वारा लखनऊ नगर के ठोस अपशिष्ट प्रबन्धन कार्यों का निर्वाहन किया जा रहा है।

लखनऊ नगर में लगभग 2000 मी0टन से 2100 मी0टन प्रतिदिन कूड़े का उत्पादन हो रहा है, जिसे एकत्र कर प्रतिदिन शिवरी स्थित प्लान्ट में भेजा जाता है। फ्रेश वेस्ट के निस्तारण कार्य हेतु ई-निविदा (शार्ट टर्म) आमंत्रित करते हुए मेसर्स भूमि ग्रीन एनर्जी संस्था का चयन कर कूड़े के प्रसारण का कार्य कराया जा रहा है। उक्त के क्रम में शिवरी प्लान्ट पर पूर्व से एकत्रित लिंगेसी वेस्ट के कारण स्थल की उपलब्धता के आधार पर तीन घरणों (3X700) कुल 2100 मीट्रिक टन क्षमता की मशीनरी की स्थापना करते हुए प्लान्ट का संचालन करते हुए अपशिष्ट का वैज्ञानिक निस्तारण किया जा रहा है।

उक्त के अतिरिक्त ड्राई वेस्ट के निस्तारण से पूर्व वेस्ट सेग्रिगेशन हेतु नगर निगम सीमा क्षेत्र में 10 संख्या में मैटीरियल रिकवरी फैसिलिटी (एम0आर0एफ0) सेन्टर की स्थापना की गयी है, जिसमें से 08 संचालित हैं तथा 02 स्थल विवादित होने के कारण निर्माणाधीन स्थिति में है। उक्त स्थापित एम0आर0एफ0 सेन्टर्स में से केसरी खेड़ा, अलीतरंग, वृन्दावन, साउथ सिटी व ग्वारी क्षेत्र में स्थापित 05 एम0आर0एफ0 सेन्टर्स को पूर्ण रूप से मैकेनाइज्ड कर संचालित किया जा रहा है साथ ही जानकी पुरम में स्थित एम0आर0एफ0 को सेमी मैकेनाइज्ड रूप में संचालित किया जा रहा है। शेष एम0आर0एफ0 सेन्टर्स को मैन्युअल रूप से संचालित किया जा रहा है।

यह भी अवगत कराना है कि लखनऊ नगर क्षेत्र में प्रतिदिन जनित फ्रेश वेस्ट के निस्तारण के सम्बन्ध में एन0टी0पी0सी0 के साथ दिनांक 12.02.2024 को एक एम0ओ0यू0 हस्ताक्षरित किया गया है। जिसके क्रम में नगर निगम द्वारा Build Own Operate (BOO) के आधार पर परियोजना के अन्तर्गत वेस्ट टू एनर्जी (Torrefication Technology) प्लान्ट लगाया जाना प्रस्तावित है, जिसमें लगभग 02 से 03 वर्ष या उससे भी अधिक का समय लगना अनुमानित है।

शिवरी प्लान्ट पर एकत्रित अनप्रोसेस/लिंगेसी वेस्ट के निस्तारण हेतु निविदा आमंत्रित करते हुए संस्था मेसर्स भूमि ग्रीन प्रा0 लि0 का चयन किया गया है, जिसके द्वारा दिनांक 12.03.2024 से कार्य प्रारम्भ करते हुए

ds/lop/locket



लगभग 11 लाख गी0टन लिगेसी वेस्ट का वैज्ञानिक निस्तारण किया जा चुका है तथा निस्तारण के दौरान निकलने वाले गैस-प्रोडक्ट का भी वैज्ञानिक निस्तारण किया जा रहा है। लिगेसी वेस्ट के निस्तारण कार्य हेतु कार्यरत संस्था मेसर्स भूगि ग्रीन एनर्जी द्वारा लगभग 20 एकड़ से अधिक भूमि भी रिजलेग की गयी है, जिसमें नियमित बढ़ोतरी हो रही है।

शिवरी प्लान्ट पर वेस्ट से निकलने वाले लीचेट का शुद्धीकरण किये जाने हेतु 25 को0एल0डी0 क्षमता के लीचेट ट्रीटमेन्ट प्लान्ट की स्थापना की गयी है। बोर्ड द्वारा निरीक्षण के समय लीचेट ट्रीटमेन्ट प्लान्ट का अनुरक्षण कार्य कराये जाने हेतु प्लान्ट का संचालन रोका गया था, जिसे अनुरक्षण कार्य के परवात संचालित कर दिया गया था। शिवरी प्लान्ट पर प्रतिदिन जनित लीचेट की मात्रा 25 को0एल0डी0 से कम होने के कारण स्थापित प्लान्ट द्वारा सम्पूर्ण मात्रा का शुद्धीकरण कर लिया जाता है। जिसकी क्षमता कार्य की आवश्यकता के अनुरूप भविष्य में बढ़ाया जाना प्रस्तावित है। उक्त शुद्धीकृत जल का उपयोग रोड वाशिंग आदि कार्य में किया जा रहा है। जिसे यू0पी0पी0सी0वी0 की टीम द्वारा दिनांक 19.03.2025 को निरीक्षण के दौरान अवलोकित करा दिया गया था।

उक्त के अतिरिक्त यह भी अवगत कराना है कि मा0 राष्ट्रीय हरित अधिकरण, नई दिल्ली द्वारा ओ0ए0 संख्या-654/2022 "प्रियदर्शिनी कालोनी डी, रेजीडेन्स वेलफेयर सोसाइटी, लखनऊ बनाम स्टेट ऑफ उ0प्र0 व अन्य" में पारित आदेश दिनांक 13.02.2023 एवं उक्त आदेश के विरुद्ध नगर निगम लखनऊ द्वारा योजित रिव्यू पिटिशन संख्या-15/2023 में मा0 राष्ट्रीय हरित अधिकरण, नई दिल्ली द्वारा पारित आदेश दिनांक 31.03.2023 के दृष्टिगत तथा ओ0ए0 संख्या-606/2018 Compliance of Municipal Solid Waste Management Rules, 2016 and Other Environment Issues में पारित आदेश दिनांक 23.03.2023 के अनुपालन में पर्यावरण सुधार से सम्बन्धित कार्यों यथा सॉलिड वेस्ट मैनेजमेन्ट एवं लिक्विड वेस्ट मैनेजमेन्ट कार्यों हेतु जिलाधिकारी, लखनऊ के निवर्तन पर एक "रिंग फेन्स एकाउण्ट" खोलकर उसमें धनराशि जमा कराये जाने एवं उक्त धनराशि का उपयोग मात्र पर्यावरण सुधार से सम्बन्धित कार्यों पर ही किये जाने के सम्बन्ध में आदेशित किया गया था। जिसके अनुपालन में नगर निगम लखनऊ द्वारा एक रिंग फेन्स एकाउण्ट खोलकर लखनऊ नगर में सॉलिड वेस्ट एवं लिक्विड वेस्ट मैनेजमेन्ट कार्यों हेतु निर्धारित धनराशि में से रु0 63.95 करोड़ की धनराशि को पृथक कर ट्रांसफर किया गया है। जिसमें नगर निगम लखनऊ पर पर्यावरण क्षतिपूर्ति हेतु अध्यारोपित धनराशि रु0 10.00 करोड़ भी सम्मिलित है। उक्त धनराशि को सॉलिड वेस्ट मैनेजमेन्ट के अन्तर्गत कूड़े का कलेक्शन, ट्रांसपोर्टेशन, प्लान्ट संचालन, ट्रांसफर स्टेशन एवं अन्य सम्बन्धित कार्यों में व्यय किया जा रहा है।

पूर्व में कार्यरत मेसर्स इकोग्रीन संस्था द्वारा पर्यावरणीय सुधार एवं प्रोसेसिंग के कार्य न किये जाने से स्थिति खराब हुई थी, जिसका संज्ञान नगर निगम द्वारा अत्यन्त गम्भीरता से लेते हुए मात्र 1.5 वर्षों में प्लान्ट का पुर्नउद्धार करते हुए पूर्ण क्षमता के साथ प्रोसेसिंग प्लान्ट का संचालन किया जा रहा है एवं प्रतिदिन 4000 मी0टन क्षमता से लिगेसी वेस्ट का भी निस्तारण कराया जा रहा है, जो माह अक्टूबर 2025 तक पूर्ण रूप से समाप्त हो जायेगा।

मा0 एन0जी0टी0 एवं शासन स्तर से फ्रेश वेस्ट के तत्काल निस्तारण हेतु दिये जा रहे आदेशों के अनुपालन में फ्रेश वेस्ट के तत्काल निस्तारण की प्रक्रिया प्रारम्भ किये जाने के पश्चात अन्य कन्सेंट टू ऑपरेट (सी0टी0ओ0) आदि की औपचारिकताएँ पूर्ण की जा रही हैं। तदक्रम में नगर निगम लखनऊ द्वारा नई संस्था के माध्यम से फ्रेश वेस्ट का वैज्ञानिक निस्तारण का कार्य प्रारम्भ होने के उपरान्त तत्काल कन्सेंट टू ऑपरेट (सी0टी0ओ0) (जल एवं वायु) लिये जाने की कार्यवाही प्रारम्भ कर दी गयी है। जिसके लिए पर्यावरण प्रभाव आंकलन (Environmental Impact Assessment) के लिए संस्था के चयन हेतु Expression of Interest मांगे जाने की कार्यवाही प्रक्रियाधीन है।

अतः कृपया उपरोक्त स्थितियों को दृष्टिगत रखते हुए नगर निगम लखनऊ द्वारा लखनऊ नगर के सॉलिड वेस्ट प्रवन्धन हेतु किये गये कार्यों एवं भविष्य हेतु गम्भीरतापूर्वक किये जा रहे प्रयासों को दृष्टिगत रखते हुए आपसे अनुरोध है कि नगर निगम पर प्रस्तावित पर्यावरणीय क्षतिपूर्ति को माफ किये जाने का कष्ट करें।

भवदीय

पर्यावरण अभियन्ता
नगर निगम लखनऊ

प्रतिलिपि :-

1. नगर आयुक्त, नगर निगम लखनऊ को सादर अवलोकनार्थ।
2. अपर नगर आयुक्त, नगर निगम लखनऊ को सादर सूचनार्थ।
3. क्षेत्रीय अधिकारी, उ0प्र0 प्रदूषण नियंत्रण बोर्ड, लखनऊ।

पर्यावरण अभियन्ता
नगर निगम लखनऊ



desktop/docket



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 Horizon 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.



773/29



- 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:

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

Yours faithfully,

(Gaunty Kumar)
Municipal Commissioner
Lucknow Municipal Corporation
o/c

Copy To:-

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

Municipal Commissioner
Lucknow Municipal Corporation
o/c





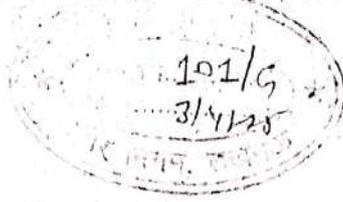
उत्तर प्रदेश प्रदूषण नियंत्रण बोर्ड
UTTAR PRADESH POLLUTION CONTROL BOARD



2

पत्रांक संख्या- 1126504 / सी-5/M.S.W-1/25

दिनांक- 02-4-25
पंजीकृत



Divya

Suj

116/1/Amir

यह कि लखनऊ शहर से जनित नगरीय ठोस अपशिष्ट के निस्तारण हेतु म्युनिसिपल सॉलिड वेस्ट प्रोसेसिंग प्लांट गाम-शिवरी, मोहान रोड, लखनऊ में स्थापित एवं संचालित है, जिसको पूर्व में मैसर्स इकोग्रीन एनर्जी प्राइवेट द्वारा संचालित किया जा रहा था, तत्पश्चात् वर्तमान में उक्त इकाई का संचालन मार्च, 2024 से मैसर्स भूमिगीन एनर्जी लखनऊ, 7, 703, आशियाना, -वी, शहीद पथ, लखनऊ द्वारा किया जा रहा है।

यह कि माननीय राष्ट्रीय हरित अधिकरण, नई दिल्ली में योजित ओएओ संख्या-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 में पारित आदेश दिनांक 11.09.2024 के अनुपालन में जनपद-लखनऊ में नगरीय ठोस अपशिष्ट के उपचार हेतु स्थापित नगरीय ठोस अपशिष्ट प्रसंस्करण प्लांट, शिवरी, मोहान रोड, लखनऊ का निरीक्षण क्षेत्रीय कार्यालय, उ०प्र० प्रदूषण नियंत्रण बोर्ड, लखनऊ के प्राधिकृत अधिकारियों द्वारा पूर्व में निरीक्षण दिनांक 05.12.2024 को किया गया। निरीक्षण के समय पाई गयी कमियों के कारण बोर्ड के पत्र संख्या-20885/सी-5/एम.एस.डब्ल्यू-1/24 दिनांक 09.12.2024 द्वारा दिनांक 01.01.2024 से दिनांक 05.12.2024 तक रु० 5999.20/-लाख (रुपये उन्सठ करोड़ निम्नानवे लाख बीस हजार) की पर्यावरणीय क्षतिपूर्ति अधिरोपित किये जान हेतु कारण वताओ नोटिस जारी किया गया था।

Amr(PK)/0310

प्रमोद नारायण

03/04/2025

यह कि क्षेत्रीय अधिकारी, उ०प्र० प्रदूषण नियंत्रण बोर्ड, लखनऊ के पत्र संख्या-1938/सहमति-2240 दिनांक 26.03.2025 द्वारा अद्यतन आख्या प्रेषित की गयी है। आख्यानुसार नगर निगम, लखनऊ को जारी कारण वताओ नोटिस दिनांक 09.12.2024 के संबंध में नगरीय ठोस अपशिष्ट प्रसंस्करण प्लांट, शिवरी, मोहान रोड, लखनऊ का निरीक्षण क्षेत्रीय कार्यालय, उ०प्र० प्रदूषण नियंत्रण बोर्ड, लखनऊ के प्राधिकृत अधिकारियों द्वारा दिनांक 20.03.2025 को किया गया। निरीक्षण के समय उपस्थित प्रतिनिधि द्वारा अवगत कराया गया कि नगर निगम, लखनऊ क्षेत्र से लगभग औसतम 2000 मिट्रिक टन/दिन से 2100 मिट्रिक टन/दिन फेश नगरीय ठोस अपशिष्ट मोहान रोड स्थित सॉलिड वेस्ट प्रोसेसिंग प्लांट पहुंच रहा है। इकाई परिसर में 700 मि०टन/दिन क्षमता के कुल 03 नग सॉलिड वेस्ट प्रोसेसिंग प्लांट स्थापित किया गया है, जिसमें से 70 मि०टन/दिन क्षमता का 01 सॉलिड वेस्ट प्रोसेसिंग प्लांट दिसम्बर 2024 से, दूसरा सॉलिड वेस्ट प्रोसेसिंग प्लांट जनवरी, 2025 से संचालित किया जा रहा है तथा तीसरा सॉलिड वेस्ट प्रोसेसिंग प्लांट माह मार्च, 2025 में स्थापित किया गया है, जिसका शीघ्र संचालन किया जाना है।

यह कि उक्त प्रसंस्करण प्लांट से जनित लीचेट के ट्रीटमेंट हेतु 25 कं०एल०डी० क्षमता का लीचेट ट्रीटमेंट प्लांट स्थापित पाया गया, जोकि संचालित पाया गया। राज्य बोर्ड के सन्दर्भ संख्या-179818/UppCB/Lucknow(UppCBRO)/CTO/LUCKNOW/2023 दिनांक 15.05.2023 के माध्यम से मैसर्स एन०एस०डब्ल्यू० प्रोसेसिंग प्लांट, गाम-शिवरी, तहसील-सरोजनी नगर, लखनऊ के नाम से 1200 मि०टन/दिन क्षमता हेतु सहमति (जल एवं वायु) दिनांक 31.12.2023 तक तथा नगरीय ठोस अपशिष्ट हेतु सन्दर्भ संख्या-4/UppCB/Lucknow(UppCBRO)/SWM/LUCKNOW/2023 दिनांक 17.03.2023 के माध्यम से प्राधिकार दिनांक 16.03.2023 तक निर्गत है। वर्तमान में

प्रमोद नारायण

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वेब साइट- www.uppcb.com

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Gomti Nagar, Lucknow-226010
e-mail: info@uppcb.com
Web site www.uppcb.com



(2)

सम्बन्धित को सहमति (जल एच गम्) प्राप्त नहीं है तथा निर्गत ठोस अपशिष्ट प्राधिकार में वर्णित शर्तों का अनुपालन नहीं हो पाया गया, जोकि ठोस अपशिष्ट प्रबन्धन नियम, 2016 का उल्लंघन है।

यह कि सम्बन्धित प्लांट को वर्तमान में बिना सहमति प्राप्त किये संचालित किया जा रहा है, जोकि नगरीय ठोस प्रसंस्करण प्लांट द्वारा ठोस अपशिष्ट प्रबन्धन नियम, 2016 के प्राविधानों का उल्लंघन है। अतः सम्बन्धित प्लांट द्वारा दिनांक 01.01.2024 से निरीक्षण दिनांक 05.12.2024 तक डिफाल्टर अवधि मानते हुये कुल 340 दिवस हेतु केंद्रीय प्रदूषण नियंत्रण बोर्ड द्वारा जारी मार्गदर्शिका Report of the CPCB in house Committee on Methodology for Assessing Environmental Compensation and Action Plan to Utilize the Fund के अनुसार पर्यावरणीय क्षतिपूर्ति अधिरोपित किया जाना है। पर्यावरण क्षतिपूर्ति का आकलन निम्नवत् है:-

Sr. No	City	Lucknow city
1	Population (2011)	31,01,263 (As per based in 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 the 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 Laes. Rs.	3721.51* (But consider calculation mentioned as *Part A-4068)
8	Minimum and Maximum values of EC (Capital Cost Component) recommended by the Committee (Laes Rs.)	Min. 500; Max. 5000
9	Final EC (capital cost component) in Laes. Rs.	4068
10	Calculated EC (O&M Component) in Laes. Rs./Day	31.01
11	Minimum and Maximum values of EC (O&M Cost Component) recommended by the Committee (Laes Rs./Day)	Min. 0.5 Max. 5.0
12	Final EC (O&M Component) in Laes. Rs./Day	5.00
13	Calculated Environmental Externality (Laes Rs. Per Day)	0.68*
14	Minimum and Maximum value of Environmental Externality recommended by the Committee (Laes Rs. per day)	Min. 0.50 Max. 0.60
15	Final Environmental Externality (Laes Rs. per day)	0.68

Environmental Compensation EC (Laes Rs.) = 2.4 (Waste Generation - Waste Disposed as per the Rules) + 0.02(Waste Generation - Waste Disposed as per the Rules) x N + Marginal Cost of Environmental Externality x (Waste Generation - Waste Disposed as per the Rules) x N
Simplifying above formula:

$$\text{Environmental Compensation EC (Laes Rs.)} = \text{Part A} + \text{Part B} + \text{Part C}$$

$$\text{Part A} \rightarrow 2.4 (\text{Waste Generation} - \text{Waste Disposed as per the Rules})$$

$$\text{Part B} \rightarrow 0.02 (\text{Waste Generation} - \text{Waste Disposed as per the Rules}) \times N$$

Or

$$\text{Final EC (O&M Component) in Laes. Rs./Day} \times N$$

$$\text{Part C} \rightarrow \text{Environmental Externality} \times (\text{Waste Generation} - \text{Waste Disposed as per the Rules}) \times N$$

As per provided record at the time of inspection

Waste Generation = 2395 TPD.

Waste Disposed as per the Rules = 700 TPD.

$$[* \text{Calculated Environmental Externality (Laes Rs. per Day)} = (1695 \times 40) / 1,00,000 = 0.678$$

So consider Final Environmental Externality (Laes Rs. per day) 0.68



3

(3)

Number of days from the date of direction of SPCB are provided by the concerned authority N = 340 Days (Date 01.01.2024 to till now 05.12.2024)
Solid waste processing plant Install capacity = 700 TCD.

Part A → { Solid waste processing plant Install Capacity = 700 TCD
as per methodology, Solid Waste for processing plant = 2395 TCD.
Difference of Waste quantity (TPD) = 2395-700 = 1695 TCD }

Part A = 2.4 x 1695 = 4068/- Laes.
Part B = Final EC (O&M Component) In Laes. Rs./Day x N
Part B = 5 x 340 = 1700/- Laes.
Part C = Final Environmental Externality (Laes Rs. per day) x N
Part C = 0.68 x 340 = 231.2/- Laes.
Environmental Compensation EC (Laes Rs.) = Part A + Part B + Part C

= 4068 + 1700 + 231.2
= 5999.2 Laes.
= 5999.2 Laes/- (Fifty nine crore ninety nine lakh twenty
Thousand only).

उपरोक्त के दृष्टिगत क्षेत्रीय अधिकारी, लखनऊ के पत्र संख्या-1938/सहमति-2240/2025 दिनांक 26.03.2025 द्वारा नगर निगम, लखनऊ के विरुद्ध दिनांक 01.01.2024 से दिनांक 05.12.2024 तक रू0 5999.20/- लाख (रुपये उन्सठ करोड़ निम्नानवे लाख बीस हजार) की पर्यावरणीय क्षतिपूर्ति अधिरोपित किये जाने हेतु बोर्ड के पत्र संख्या-20885/सी-5/एम.एस.डब्ल्यू-1/24 दिनांक 09.12.2024 द्वारा जारी कारण बताओ नोटिस की पुष्टि किये जाने की संस्तुति की गयी है।

अतः उपरोक्त वर्णित परिस्थितियों के दृष्टिगत जन स्वास्थ्य के हित में जन साधारण को स्वच्छ वातावरण प्रदान करने हेतु राज्य बोर्ड को प्रदत्त शक्तियों के अधीन एवं उपरोक्त वर्णित तथ्यों के परिप्रेक्ष्य में सक्षम अधिकारी के अनुमोदनोपरान्त नगर आयुक्त, नगर निगम, लखनऊ के विरुद्ध बोर्ड के पत्र संख्या-20885/सी-5/एम.एस.डब्ल्यू-1/24 दिनांक 09.12.2024 द्वारा जारी कारण बताओ नोटिस की पुष्टि करते हुए निम्नवत् निर्देश जारी किया जाता है :-

नगर आयुक्त, नगर निगम, लखनऊ के विरुद्ध अधिरोपित पर्यावरणीय क्षतिपूर्ति रू0 5999.20/- लाख (रुपये उन्सठ करोड़ निम्नानवे लाख बीस हजार) का भुगतान जिसका payment gateway (URL: <https://erp.eshiksa.net/DirectFeesv3/UPPCB>) के माध्यम से Dedicated Account में जमा करना सुनिश्चित करें। Payment gateway के Homepage के dropdown में निम्नवत् विशिष्ट सूचना चयन करें।

- | | |
|--|-----------------------|
| 1. Nature of Pollution/प्रदूषण की प्रकृति- | Solid waste Pollution |
| 2. Regional Officers/क्षेत्रीय कार्यालय- | Lucknow |
| 3. EC imposed in compliance/अनुपालन में इसी लगाया गया- | NGT order |

उपरोक्त निर्देश के अनुपालन में विलम्बतम् 15 कार्यदिवस के अन्दर अधिरोपित पर्यावरणीय क्षतिपूर्ति जमा करना सुनिश्चित करें तथा उक्त का साक्ष्य क्षेत्रीय कार्यालय, लखनऊ एवं बोर्ड मुख्यालय, लखनऊ को भी प्रेषित करें।

सक्षम अधिकारी द्वारा अनुमोदनोपरान्त पत्र निर्गमन हेतु अधिभूत

मुख्य पर्यावरण अधिकारी,
वृत्त-5

प्रतिलिपि:- क्षेत्रीय अधिकारी, उ0प्र0 प्रदूषण नियंत्रण बोर्ड, लखनऊ को इस निर्देश के साथ प्रेषित कि उपरोक्त शर्त का अनुपालन कराते हुए अनुपालन आस्था बोर्ड मुख्यालय में प्रेषित करना सुनिश्चित करें।

मुख्य पर्यावरण अधिकारी,
वृत्त-5





नगर निगम लखनऊ

प्रेषक,

अपर नगर आयुक्त,
नगर निगम, लखनऊ

सेवा में,

अपर जिलाधिकारी (प्रशासन),
जनपद लखनऊ।

पत्र संख्या :- डी/304/अ0न0आ0/प0आ0/25

दिनांक :- 29 जुलाई, 2025

विषय :- माननीय राष्ट्रीय हरित अधिकरण, नई दिल्ली में योजित वाद ओ0ए0 संख्या-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 में पारित आदेश दिनांक 03.04.2025 के सम्बन्ध में।

महोदय,

कृपया उपरोक्त विषयक कार्यालय पत्रांक 1917/ADM(L)/2025 दिनांक 24.07.2025 का सन्दर्भ ग्रहण करने का कष्ट करें। जिसके माध्यम से मा0 एन0जी0टी0 द्वारा नगर निगम लखनऊ पर अधिरोपित पर्यावरणीय क्षतिपूर्ति के सम्बन्ध में आपके कार्यालय द्वारा दिनांक 26.07.2025 को आहूत बैठक में निर्गत निर्देशों के क्रम में मेसर्स इकोग्रीन एनर्जी प्रा0 लि0, ग्राम शिवरी, मोहान रोड, लखनऊ के विरूद्ध उत्तर प्रदेश प्रदूषण नियंत्रण बोर्ड द्वारा प्लान्ट में अपशिष्ट प्रसारकरण सम्बन्धी संचालन एवं पायी गयी अन्य कमियों का सज्ञान लेते हुए अधिरोपित पर्यावरणी क्षतिपूर्ति रु0 1440.70 लाख एवं शिवरी स्थित ठोस अपशिष्ट प्रोसेसिंग प्लान्ट पर दिनांक 05.12.2024 को किये गये निरीक्षण में राज्य बोर्ड द्वारा अधिरोपित पर्यावरणीय क्षतिपूर्ति रु0 5999.20 लाख के सम्बन्ध में कृता कार्यवाही की अस्त्या की अपेक्षा की गयी है।

उक्त के सम्बन्ध में अवगत कराना है कि लखनऊ नगर की सॉलिड वेस्ट परियोजना के अन्तर्गत नगर निगम क्षेत्र में घर-घर से कूड़े के संग्रहण, परिवहन, प्रसारकरण एवं निरतारण कार्य हेतु मै0 इकोग्रीन एनर्जी प्रा0 लि0 (वाप में मै0 इकोग्रीन एनर्जी लखनऊ प्रा0 लि0) से दिनांक 21.03.2017 को त्रिपक्षीय अनुबन्ध सम्पादित किया गया था। उत्तर प्रदेश प्रदूषण नियंत्रण बोर्ड के क्षेत्रीय कार्यालय द्वारा पूर्व में दिनांक 23.11.2019 तथा 01.12.2019 को शिवरी स्थित ठोस अपशिष्ट प्रोसेसिंग प्लान्ट के किये गये निरीक्षण के समय प्लान्ट में अपशिष्ट प्रसारकरण सम्बन्धी संचालन न किये जाने एवं पायी गयी अन्य कमियों का सज्ञान लेते हुए राज्य बोर्ड के क्षेत्रीय कार्यालय द्वारा दिनांक 03.09.2019 से दिनांक 18.12.2019 तक कुल 107 दिवस की अवधि हेतु पत्र संख्या-G-33304/सी-5/MSW-1/2020 दिनांक 27.07.2020 द्वारा रु0 1440.71 लाख की पर्यावरणीय क्षतिपूर्ति अधिरोपित की गयी थी। जिसके क्रम में नगर आयुक्त, नगर निगम लखनऊ द्वारा राज्य बोर्ड को प्रेषित पत्र संख्या-डी/45/न0आ0/प0अगि0/20 दिनांक 06.08.2020 के माध्यम से बोर्ड द्वारा किये गये उक्त निरीक्षण की अवधि में लखनऊ नगर के सॉलिड वेस्ट प्रबन्धन का कार्य पूर्ण रूप से मेसर्स इकोग्रीन एनर्जी लखनऊ प्रा0 लि0 सरस्था द्वारा किये जाने को दृष्टिगत रखते हुए उक्त अधिरोपित पर्यावरणीय क्षतिपूर्ति को सीधे मेसर्स इकोग्रीन एनर्जी लखनऊ प्रा0 लि0 सरस्था से जमा कराये जाने की कार्यवाही हेतु अनुसंध किया गया था। जिसके क्रम में राज्य बोर्ड द्वारा मेसर्स इकोग्रीन एनर्जी लखनऊ प्रा0 लि0 को सम्बन्धित पत्र संख्या-11-55133/सी-5/MSW-1/2020 दिनांक 20.11.2020 के माध्यम से रु0 1440.71 लाख की अधिरोपित पर्यावरणीय क्षतिपूर्ति की वसूली मेसर्स इकोग्रीन इकाई से कराकर बोर्ड में जमा कराये जाने हेतु नगर निगम को निर्देशित किया गया था। तदक्रम में नगर निगम द्वारा इकोग्रीन सरस्था को समय-समय पर पर्यावरणी क्षतिपूर्ति को जमा कराये जाने के सम्बन्ध में अनेकों पत्र प्रेषित किये गये हैं। सरस्था द्वारा अनुबन्ध के नियमों, शर्तों एवं निर्धारित दायित्वों को पूर्ण न किये जाने एवं पर्यावरण को नुकसान पहुंचाने व सॉलिड वेस्ट निष्पावली-2016 का अनुपालन सुनिश्चित न किये जाने तथा पर्यावरणीय क्षतिपूर्ति जमा न किये जाने को दृष्टिगत रखते हुए नगर निगम द्वारा दिनांक 06.07.2023 को इकोग्रीन सरस्था को टर्मिनेट करते हुए कार्ती सूरी में डाल दिया गया है। नगर निगम द्वारा इकोग्रीन सरस्था को दिये गये टर्मिनेशन नोटिस में उपरोक्त छतियों के दृष्टिगत रु0 275.3434 करोड़ की क्षतिपूर्ति का दावा किया गया है। साथ ही मेसर्स इकोग्रीन सरस्था के साथ टर्मिनेशन प्रक्रिया के अन्तर्गत Amicable Resolution/Settlement किये जाने के सम्बन्ध में कार्यवाही प्रक्रियाधीन है, जिसमें सरस्था पर अधिरोपित पर्यावरणीय क्षतिपूर्ति का प्रकरण भी विचारणीय है।



उक्त के अतिरिक्त अवगत करना है कि उत्तर प्रदेश प्रदूषण नियंत्रण बोर्ड, लखनऊ के कार्यालय पत्र संख्या एन 26524/सी-5/एम0एस03/एन0-1/25 दिनांक 02.04.2025 के माध्यम से बोर्ड के क्षेत्रीय कार्यालय के प्राधिकृत अधिकारियों द्वारा दिनांक 05.12.2024 को किये गये प्लान्ट के निरीक्षण में दिनांक 01.01.2024 से दिनांक 05.12.2024 तक डिफाल्टर अचानक भागते हुए कुल 340 दिवस हेतु नगर निगम लखनऊ के विरुद्ध रू० 5999.20/- लाख की पर्यावरणीय क्षतिपूर्ति अधिरोपित की गयी है। तदनुसार में राज्य बोर्ड द्वारा दिनांक 09.12.2024 को निर्गत करण बनाओ नोटिस के सम्बन्ध में नगर निगम लखनऊ द्वारा पत्र संख्या-डी/1175/अन0आ0/प0अ0/24 दिनांक 26.03.2025 के माध्यम से अधिरोपित पर्यावरणीय क्षतिपूर्ति को माफ किये जाने का अनुरोध किया गया था। परन्तु राज्य बोर्ड द्वारा निगम की उपलब्ध करायी गयी सूचनाओं एवं अनुरोध पर विचार न करते हुए तथ्यों को दरकिनारा कर मा० एन०जी०टी० द्वारा सुनवाई की निर्धारित तिथि के दृष्टिगत शीघ्रता से एकतरफा निर्णय लेते हुए नगर निगम लखनऊ के विरुद्ध रू० 5999.20/- लाख की पर्यावरणीय क्षतिपूर्ति अधिरोपित कर दी गयी है। राज्य बोर्ड द्वारा जारी मार्ग दर्शिका के अनुसार तैयार आगमन में प्रतिदिन नगर से जनित/उत्तर्जित अथवा प्लान्ट पर पड़ने वाले वेस्ट की मात्रा 2395 मीट्रिक टन प्रतिदिन के आधार पर आगमन किया गया है जबकि माह जनवरी 2024 से माह दिसम्बर 2024 तक शिगरी स्थित प्रोससिंग प्लान्ट से प्राप्त विचरण के आधार पर प्रतिदिन पहुचने वाले, अर्थात् वेस्ट की मात्रा 1986.45 मीट्रिक टन प्रतिदिन की प्राप्त हुई है। इस प्रकार राज्य बोर्ड द्वारा कार्यात्मक मात्रा का अंशकलन कर शीघ्रता से गणना की गयी है, जो स्वीकार योग्य नहीं है।

नगर निगम द्वारा प्रतिदिन प्लान्ट पर पहुच रहे लगभग 2000 मीट्रिक टन फ्रेश वेस्ट के निस्तारण हेतु फ्रेश वेस्ट प्रिजेंट से मेसर्स हीरीजन सोल्यूशन संस्था को दिनांक 08.11.2023 को अनुबंध कर लगाया गया था। परन्तु प्लान्ट पर एकत्रित लिगेसी वेस्ट के कारण फ्रेश वेस्ट निस्तारण हेतु अपेक्षित जगह तथा अनियमित विद्युत आपूर्ति के कारण संस्था अपेक्षित कार्य नहीं कर सकी, जिससे प्लान्ट संघालन में प्रतिदिन हो रही समस्याओं के कारण संस्था कार्य करने में असमर्थ रही तथा कार्य को बीच में बंद कर दिया गया। जिसके कारण नगर निगम द्वारा फ्रेश वेस्ट निस्तारण हेतु पुनः टेण्डर किया गया। प्लान्ट पर लिगेसी वेस्ट एकत्र होने के कारण फ्रेश वेस्ट को रखने एवं उससे प्रोसेस हेतु जगह उपलब्ध न होने से ट्रांजिशन पीरिएड में फ्रेश वेस्ट का निस्तारण प्रभावित रहा, परन्तु निगमसे वेस्ट का वैज्ञानिक निस्तारण 4000 मीट्रिक टन प्रतिदिन की क्षमता से किया जाता रहा, जिससे कुछ समय में ही 700 मीट्रिक टन क्षमता का फ्रेश वेस्ट प्लान्ट संचालित करने हेतु स्थल उपलब्ध हो गया। इस प्रकार मेसर्स भूमि ग्रीन एनर्जी द्वारा तीन चरणों में (3X700) कुल 2100 मीट्रिक टन क्षमता की मशीनरी की स्थापना करते हुए संस्था द्वारा फ्रेश अपशिष्ट का वैज्ञानिक निस्तारण किया जा रहा है। उक्त के सम्बन्ध में मा० एन०जी०टी० को भी सज्ञानित किया गया था, परन्तु राज्य बोर्ड द्वारा सूचनाओं एवं प्लान्ट पर स्थल की अनुपलब्धता पर विचार न करते हुए मा० एन०जी०टी० द्वारा सुनवाई की निर्धारित तिथि को दृष्टिगत रखते हुए शीघ्रता से एकतरफा निर्णय लेते हुए नगर निगम लखनऊ के विरुद्ध पर्यावरणीय क्षतिपूर्ति अधिरोपित कर दी गयी।

शिगरी प्लान्ट पर एकत्रित अनप्रोसेस/लिगेसी वेस्ट के निस्तारण हेतु संस्था मेसर्स भूमि ग्रीन प्रा० लि० का चयन किया गया है, जिसके द्वारा दिनांक 12.03.2024 से कार्य प्रारम्भ करते हुए प्रतिदिन 4000 मी०टन क्षमता से लिगेसी वेस्ट का वैज्ञानिक निस्तारण नियमित रूप से कराया जा रहा है तथा वर्तमान में लगभग 13.50 लाख मी०टन लिगेसी वेस्ट का वैज्ञानिक निस्तारण किया जा चुका है तथा निस्तारण के दौरान निकलने वाले वॉय-प्राडक्ट का भी वैज्ञानिक निस्तारण किया जा रहा है। लिगेसी वेस्ट के निस्तारण कार्य हेतु कार्यरत संस्था मेसर्स भूमि ग्रीन एनर्जी द्वारा लगभग 25 एकड़ से अधिक भूमि भी रिक्लेम की गयी है, जिसमें नियमित बंदोस्तरी हो रही है। जैसे-जैसे भूमि लिगेसी वेस्ट से खाली होती गयी नगर निगम द्वारा उक्त भूमि पर 700 टी०पी०डी० क्षमता के फ्रेश वेस्ट के तीन प्लान्ट (3X700) कुल 2100 मीट्रिक टन क्षमता के लगाये जा चुके हैं, जो कि वर्तमान समय में नगर में उत्पन्न हो रहे शत-प्रतिशत कूड़े का वैज्ञानिक निस्तारण कर रहे हैं।

उक्त के अतिरिक्त यह भी अवगत करना है कि मा० राष्ट्रीय हरित अधिकरण, नई दिल्ली द्वारा ओ०ए० संख्या-654/2022 "प्रियदर्शिनी कालोनी डी, रेजीडेन्स वेलफेयर सोसाइटी, लखनऊ बनाम स्टेट ऑफ़ उ०प्र० व अन्य" में पारित आदेश दिनांक 13.02.2023 एवं उक्त आदेश के विरुद्ध नगर निगम लखनऊ द्वारा योजित रिक्विजिटिशन संख्या-15/2023 में मा० राष्ट्रीय हरित अधिकरण, नई दिल्ली द्वारा पारित आदेश दिनांक 31.03.2023 के दृष्टिगत तथा ओ०ए० संख्या-606/2018 Compliance of Municipal Solid Waste Management Rules, 2016 and Other Environment Issues में पारित आदेश दिनांक 23.03.2023 के अनुपालन में पर्यावरण सुधार से सम्बन्धित कार्य तथा सॉलिड वेस्ट मैनेजमेंट एवं लिक्विड वेस्ट मैनेजमेंट कार्य हेतु जिलाधिकारी, लखनऊ के नियुक्ति पर एक "रिग फेन्स एकाउण्ट" खोलकर उसमें धनराशि जमा कराये जाने एवं उक्त धनराशि का उपयोग मात्र पर्यावरण सुधार से सम्बन्धित कार्यों पर ही किये जाने के सम्बन्ध में आदेशित किया गया था। जिसके अनुपालन में नगर निगम लखनऊ द्वारा एक रिग फेन्स एकाउण्ट खोलकर लखनऊ नगर में सॉलिड वेस्ट एवं लिक्विड वेस्ट मैनेजमेंट कार्यों हेतु निर्धारित धनराशि में से रू० 63.95 करोड़ की धनराशि को पृथक कर दासफर

488/p/doctor



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किया गया है। जिसमें नगर निगम लखनऊ पर पर्यावरण क्षतिपूर्ति हेतु अध्यारोपित धनराशि ₹0 10.00 करोड़ भी सम्मिलित है। उक्त धनराशि को सॉलिड वेस्ट मैनेजमेन्ट के अन्तर्गत कूड़े का कलेक्शन, ट्रांसपोर्टेशन, प्लान्ट संचालन, ट्रांसफर स्टेशन एवं अन्य सम्बन्धित कार्यों में व्यय किया जा रहा है।

अतः कृपया उपरोक्त स्थितियों के आलोक में नगर निगम लखनऊ द्वारा नगर के सॉलिड वेस्ट प्रबन्धन हेतु किये गये कार्यों एवं भविष्य हेतु गम्भीरतापूर्वक किये जा रहे प्रयासों के सम्बन्ध में वस्तुस्थिति से अवगत कराये जाने हेतु आख्या इस अनुरोध के साथ प्रेषित है कि नगर निगम लखनऊ को भू-राजस्व की भांति पर्यावरणीय क्षतिपूर्ति की वसूली से मुक्त करते हुए ₹0 1440 70 लाख की क्षतिपूर्ति की वसूली रीछे इकोग्रीन एनर्जी लखनऊ प्रा0 लि0 रास्ता से किये जाने का कट करे। साथ ही नगर निगम लखनऊ के विरुद्ध अधिरोपित ₹0 5999 20 / लाख की पर्यावरणीय क्षतिपूर्ति को समाप्त किये जाने हेतु मा0 एन0जी0टी0 में अपील किये जाने के सम्बन्ध में निगम द्वारा विचार किया जा रहा है, कृपया वस्तुस्थिति से अवगत होने का कट करे।

भवदीय

(नम्रता सिंह)

अपर नगर आयुक्त

प्रतिलिपि :-

- 1 जिलाधिकारी लखनऊ महोदय को सादर अवलोकनार्थ।
- 2 नगर आयुक्त महोदय को सादर सूचनार्थ।

अपर नगर आयुक्त
नगर निगम लखनऊ

29/7/25

29/7/25
साधु म

जिलाधिकारी महोदय

डी/306/अ0न0डी0/प0डी0/25
29/07/2025

29/07/25

अपर जिलाधिकारी

डी/306/अ0न0डी0/प0डी0/25
29/07/2025

29/07/25



IN THE HON'BLE HIGH COURT OF JUDICATURE AT ALLAHABD 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
- 2. **State of Uttar Pradesh** through Principal Secretary, Department of Environment, Government of U.P., Lucknow
- 3. **District Magistrate, Lucknow** (through Additional District Magistrate, Environment), Collectorate, Lucknow

.....**Opposite Parties**



AFFIDAVIT IN SUPPORT OF THE WRIT PETITION FILED BY THE PETITIONER

I, GAURAV KUMAR S/O OMPAL SINGH , R/O SEC 21D CHANDIGARH, presently posted as MUNICIPAL COMMISSIONER, LUCKNOW MUNICIPAL CORPORATION, the deponent do hereby solemnly affirm and state on oath as under: -

- 1. That the deponent is the petitioner, in the abovepetition and as such he is well conversantwith the facts deposed hereunder.
- 2. That the contents of paragraphs Oath Commissioner 1 to 16 of the petition aretrue to my own knowledge and those of paragraphs Oath Commissioner 11 arebelieved to be true on the basis of legal advice tendered tome.



3. That the contents of Annexure No. 1 to 9 annexed with the accompanying petition are the true photocopies of its respective originals and the deponent has got them compared with the original.

Lucknow
Oath Commissioner
Dated: 31/7/25

[Signature]
Deponent

VERIFICATION

I, the deponent, do hereby verify that the contents of paragraphs 1 to 3 of the affidavit are true to my own knowledge. No part of it is false and nothing material has been concealed. So help me God.

Lucknow
Oath Commissioner
Dated: 31/7/25

[Signature]
Deponent

Lucknow, identify the deponent, who has signed before me.

[Signature]
Advocate

Solemnly affirmed and verified before me on 31/7/2025 at 6:00 am by the deponent identified by Sri Vaibhav Kumar, Advocate, High Court, Lucknow, B/U 1001, 7275529807.

I have satisfied myself by examining the deponent that he understands the contents of this affidavit which have been readout and explained by me.



Oath Commissioner
Chandra Kanta Vaish

real flat 5
Chandra Kanta Vaish

ADVOCATE
OATH COMMISSIONER
High Court, Allahabad
Lucknow Bench, Lucknow

No. Dt. 31/7/25
01298 35

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

Annexure - ID

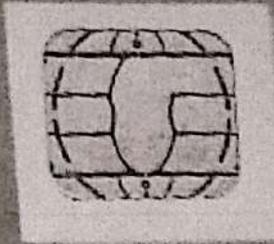


CHANDIGARH

DRIVING LICENCE
Registering & Licencing Authority

License to drive throughout India

Date Of Birth
11/10/1992



CH01 /2011/0017646 PDL

GAURAV KUMAR

S/o OMPAL SINGH

3004

SEC 21D

CHANDIGARH

Endorsement Date

08/09/2011

Class of Vehicle(s)

LMV,MCWG



Date of Issue

08/09/2011

Date of Validity

07/09/2031

Category

Non Transport :

Transport :

Blood Group

B+

Gaurav

Holder's Signature

Sanjay Singh

Licencing Authority



It is Certified that the above is a true and correct copy of respective original.





140

370

ब अदालत श्रीमान् एच्य प्रशासक प्रशासक लखनऊ वंच महोदय

(वादी) अपीलान्त

प्रतिवादी (रिस्पाडेन्ट)

श्री

का वकालतनामा



Municipal Corporation Lucknow

वादी (अपीलांत)

बनाम

Shri U.P. Kalluwan Central Board etc

प्रतिवादी (रिस्पाडेन्ट)

नं० मुकदमा सन् २० पेशी की तारीख २० ई०

नाम अदान
नं० मुकदमा
नाम फरीकन

ऊपर मुकदमा में अपनी ओर से श्री प्रशासक प्रशासक-UP 85 पा 11 प, मो 84 प 25 25 69, ... एडवोकेट / वकील महोदय

को अपना वकील नियुक्त करके प्रतिज्ञा (इकरार) करता हूँ और लिखे देता हूँ कि इस मुकदमा में वकील महोदय स्वयं अथवा अन्य वकील द्वारा जो कुछ पैरवी व जवाबदेही व प्रश्नोत्तर करें या कोई कागज दाखिल करें या लौटावें या हमारी ओर से डिगरी जारी करावें और रुपया वसूल करें या सुलहनामा या इकबाल दावा तथा अपील व निगरानी हमारी ओर से हमारे या अपने हस्ताक्षर से दाखिल करें और तसदीक करें या मुकदमा उठावें या कोई रुपया जमा करें या हमारी विपक्षी (फरीकसानी) का दाखिल किया हुआ रुपया अपने या हमारे हस्ताक्षर युक्त (दस्तखत) रसीद से लेवे या पंच नियुक्त कर वकील महोदय द्वारा की गई वह सब कार्यवाही हमको सर्वथा स्वीकार है और होगी इसलिए यह वकालतनामा लिख दिया किया कि प्रमाण रहे और समय पर काम आवे।

- (1) प्रशासक (no member of ODA)
- (2) वैश्वसिद्धी गवाह (no member of ODA)
- (3) प्रशासक (no member of ODA)
- (4) प्रशासक (no member of ODA)

हस्ताक्षर नगर आयुक्त नगर निगम लखनऊ साक्षी (गवाह)

सन् २०० ई०

Email Receipt

Document from Vaibhav Shukla from OP No. 1 to Ashok Kumar Verma (Pollution Control Board)



Azure Hundred <azurehundred@gmail.com>
to Ashok ▾

9:45 PM (0 minutes ago) ☆ ☺

 Municipal Efiling.pdf

One attachment • Scanned by Gmail ⓘ

