

BEFORE THE NATIONAL GREEN TRIBUNAL
WESTERN ZONE BENCH, PUNE

Appeal No. 59 of 2026(WZ)

IN THE MATTER OF:

SAGARDEEP SIRSAIKAR

...APPELLANT

VERSUS

1. GOA COASTAL ZONE MANAGEMENT AUTHORITY

4. M/s Enrich Global Infra Limited & ORS.

...RESPONDENTS

To,

The Registrar,

Hon'ble National Green Tribunal,

Western Zone Bench, Pune.

Sir/Madam,

Subject: Submission of Reply on behalf of Respondent No. 4.

Dear Sir/Madam,

This is to submit the Reply on behalf of Respondent No. 4 in the above-captioned matter.

The accompanying Application seeks condonation of delay of 25 days in appearance and filing of Reply on behalf of Respondent No. 4 and further prays for taking the accompanying Reply/Affidavit on record in the interest of justice.

It is therefore respectfully requested that the present Reply/Affidavit filed on behalf of Respondent No. 4 be taken on record and considered by this Hon'ble Tribunal.

BE PLEASED TO TAKE THE SAME ON RECORD.

Place: Pune, Maharashtra

Date: 18.05.2026



AKRUTI P. PANDEY

ADVOCATE FOR RESPONDENT NO. 4

BEFORE THE NATIONAL GREEN TRIBUNAL
WESTERN ZONE BENCH, PUNE

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1. GOA COASTAL ZONE MANAGEMENT AUTHORITY
4. M/s Enrich Global Infra Limited & ORS.

...RESPONDENTS

**PARAWISE REPLY ON BEHALF OF
RESPONDENT NO. 4 M/s ENRICH
GLOBAL INFRA LIMITED TO THE
MEMORANDUM OF APPEAL.**

PREFATORY NOTE

The present Parawise Reply is filed on behalf of Respondent No. 4, M/s Enrich Global Infra Limited (hereinafter referred to as the "Replying Respondent" or the "Contractor"), a dredging contractor through its director Mr Chetan Ajay Doiphode engaged by Respondent No. 2, the Captain of Ports Department, Government of Goa (hereinafter referred to as the "Captain of Ports" or the "Employer"), under Tender No. CP/HSO/322 for the purpose of executing the work of maintenance dredging across the mouth of River Chapora, Goa.

It is respectfully submitted at the outset that the Replying Respondent is a purely executing field contractor engaged for carrying out the dredging work under the directions of the competent authorities. All aspects relating to the project, including its conception, regulatory approvals, scheduling of execution, supervision, and the manner of handling and disposal of dredged material, fall within the domain of the project proponent, i.e., the Captain of Ports Department, and the concerned regulatory authority, i.e., GCZMA. The Replying Respondent has acted strictly within the scope of its contractual obligations and has not exercised any independent role or decision-making authority in matters relating to environmental, regulatory, or policy aspects which are the subject matter of the present Appeal.

PRELIMINARY OBJECTIONS

- I. The present Appeal challenges the impugned NOC/Clearance bearing Ref. No. GCZMA/GEN-MISC/23-24/79/3186 dated 17.11.2025 granted by the GCZMA to the Captain of Ports. The Replying Respondent is neither the project proponent nor the regulatory authority. It had no role in obtaining or shaping the NOC/Clearance. The Appeal, to the extent it seeks any relief against the Replying Respondent, is not maintainable in law.
- II. The prayers in the Appeal seek to quash the NOC/Clearance, call for records from the GCZMA and the Captain of Ports, and impose environmental compensation on the concerned parties. No specific relief is sought against the Replying Respondent, and none can be sought, given that the Replying Respondent executed field work in accordance with the written instructions of the competent authority. No independent cause of



action in law or in equity arises against a contractor that acted within the scope of its contractual engagement in good faith.

- III. The Replying Respondent was not furnished with a copy of the impugned NOC/Clearance prior to or during the execution of the work. The Replying Respondent did not have independent access to the NOC/Clearance or its detailed conditions and accordingly cannot be attributed with responsibility in relation to aspects arising therefrom.
- IV. It is submitted that the Replying Respondent operated on the basis of instructions and directions issued at the site level in the course of execution of the work. The Replying Respondent did not have any independent role in regulatory processes or in the issuance of the NOC/Clearance and had no occasion to independently examine or interpret its contents or conditions. In such circumstances, the Replying Respondent cannot be held responsible for compliance aspects which fall within the domain of the project proponent and the concerned regulatory authorities. It is further submitted that, as per the Tender Document bearing No. CP/HSO/322, obtaining all necessary regulatory approvals and clearances, including the NOC/Clearance from the GCZMA was never under the scope of work of the Replying Respondent No. 4. The Tender Document does not impose any obligation upon the executing contractor to obtain, verify, or ensure compliance with the NOC/Clearance or its conditions. The Replying Respondent was engaged solely for execution of the dredging work within the contractual scope and was neither required nor positioned, under the terms of the Tender, to independently obtain or monitor such regulatory approvals.

PARAWISE REPLY TO THE MEMORANDUM OF APPEAL

Without prejudice to the foregoing Preliminary Objections, and in compliance with the directions of this Hon'ble Tribunal, the Replying



Respondent files the following Parawise Reply to the Memorandum of Appeal:

1. The contents of paragraph 1 of the Appeal pertain to the address of the Appellant and his counsel and are formal in nature. The Replying Respondent has no specific reply to the same.
2. The contents of paragraph 2 are partly admitted to the extent that the Appellant claims to be a fisherman from the Kharvi community and states that he has raised environmental issues before courts and tribunals. The Replying Respondent has no personal knowledge of the said claim. The remaining contents including the characterisation of the Appellant's concern regarding turtle nesting at Morjim are noted but are matters between the Appellant and the project proponent/GCZMA, with which the Replying Respondent has no concern.
3. The contents of paragraph 3 are admitted to the extent that the impugned NOC/Clearance bearing Ref. No. GCZMA/GEN-MISC/23-24/79/3186 dated 17.11.2025 was granted by the GCZMA to the Captain of Ports Department for dredging at the mouth of River Chapora. It is specifically submitted that the Replying Respondent was not a party to the said proceedings before the GCZMA, had no role in obtaining the said NOC/Clearance, and was not furnished with a copy thereof at any point prior to or during execution of the dredging work. The Replying Respondent was engaged subsequently for execution of the work and acted in accordance with instructions issued by the competent authority in the course of such engagement. The issues raised with regard to the validity or adequacy of the NOC/Clearance pertain to the regulatory framework and are matters for consideration between the Appellant and the concerned authorities.

The contents of paragraph 4 set out certain legal issues framed by the Appellant for adjudication in the present Appeal. These issues pertain to



questions of regulatory compliance and interpretation of applicable environmental laws. The Replying Respondent, being an executing contractor, does not have any independent role in matters relating to regulatory approvals or policy decisions and therefore respectfully leaves these issues for consideration by the competent authorities. Without prejudice to the above, the Replying Respondent states as under:

- a) On Issue (i) - whether CRZ clearance can be granted without EIA: This is a question of regulatory law and compliance applicable to the GCZMA and the Captain of Ports. The Replying Respondent had no role in the grant of the NOC/Clearance and accordingly has nothing to state on this issue.
 - b) On Issue (ii) - whether a blanket seven-year CRZ clearance is permissible: This is a question of regulatory validity directed at the GCZMA. The Replying Respondent had no role in the grant of the NOC/Clearance and accordingly has nothing to state on this issue.
 - c) On Issues (iii) and (iv) - applicability of NFSM and the EIA Notification, 2006: These relate to regulatory requirements and obligations associated with project approvals. The Replying Respondent, being engaged for execution of the work, was not responsible for obtaining clearances or undertaking studies such as EIA or DPR and acted within the scope of its contractual engagement.
5. The contents of paragraph 5 relate to the factual background of the NOC/Clearance proceedings before the GCZMA, including the submission of the application, site inspection, and deliberations in the GCZMA meetings. The Replying Respondent was not associated with these proceedings and was engaged at a subsequent stage for execution of the work. The matters stated therein pertain to official records maintained by the concerned authorities, and the Replying Respondent does not have independent knowledge of the same.



6. The contents of paragraph 6 relate to the 419th GCZMA meeting held on 12.11.2024 wherein the GCZMA decided to obtain comments from the Forest Department in respect of the potential impact on turtle nesting areas at Mandrem and Morjim. The Replying Respondent was not a party to these proceedings and has no knowledge thereof. It is submitted that the Replying Respondent was engaged as a contractor well after these deliberations and had no access to or knowledge of the observations made during the GCZMA meetings regarding the environmental sensitivities of the project site.
7. The contents of paragraph 7 relate to the 482nd GCZMA meeting held on 23.09.2025, wherein certain observations and clarifications were sought in relation to the project. The Replying Respondent was not associated with these proceedings and does not have independent knowledge of the same. It is submitted that the observations and recommendations referred to, including those concerning environmental studies, pertain to matters within the scope of project planning and regulatory compliance. The Replying Respondent, being an executing contractor, was engaged solely for implementation of the work and was not in a position to undertake or commission such studies.
8. The contents of paragraph 8 relate to the 484th GCZMA meeting held on 30.09.2025, wherein the proposal was approved subject to certain conditions, including those concerning protection of turtle nesting sites and timing of execution. The Replying Respondent was not associated with these proceedings. It is submitted that such conditions form part of the regulatory framework governing the project and are addressed at the level of project planning and supervision by the competent authorities. The Replying Respondent, being engaged subsequently for execution, acted on the basis of instructions and timelines communicated in the course of its contractual engagement. The Replying Respondent was not



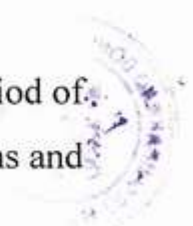
in a position to independently assess or modify such regulatory conditions and proceeded in accordance with the directions issued during execution.

9. The contents of paragraph 9 state that the impugned NOC/Clearance was granted on 17.11.2025 and was not published on the official website of GCZMA. The Replying Respondent is not in a position to comment on matters relating to publication or otherwise of regulatory approvals, which fall within the domain of the concerned authorities. It is, however, submitted that the Replying Respondent had no role in such processes and operated on the basis of instructions and information made available during the course of execution. The Replying Respondent did not have independent access to the NOC/Clearance or its detailed conditions and accordingly cannot be attributed with responsibility in relation to aspects arising therefrom.



10. The contents of paragraph 10 are admitted to the extent that a Notice to Mariners dated 30.12.2025 was issued by the Captain of Ports informing about the commencement of maintenance dredging across the mouth of River Chapora by the Replying Respondent with effect from 29.12.2025. It is submitted that:

- a) The Replying Respondent commenced dredging operations on 29.12.2025 in accordance with the work order and instructions issued by the competent authority in the course of its contractual engagement. The execution of the work was carried out under the supervision and coordination of the concerned department.
- b) The issuance of the Notice to Mariners is an official act undertaken by the competent authority. The Replying Respondent had no role in issuance of such notices and functioned within the operational framework communicated to it.
- c) It is further submitted that the execution schedule, including the period of commencement and completion, formed part of the tender conditions and



contractual framework under which the Replying Respondent was engaged. The Tender Notice No. CP/HSO/322/2079 dated 22.07.2025, which is the foundational public document for this contract, prescribed that the work be commenced by October 2025 and completed by December 2025. The Replying Respondent proceeded in accordance with the timelines and directions communicated in the course of its engagement and did not have any independent role in determining or altering the schedule of execution.

11. The contents of paragraph 11 are noted. The Replying Respondent is not privy to the events described in this paragraph. It is submitted that the Replying Respondent did not have independent access to the NOC/Clearance or its conditions prior to or during execution of the work, and accordingly cannot be attributed with responsibility in relation to aspects arising from the same.

REPLY TO GROUNDS OF APPEAL (PARAGRAPH 12)

The Replying Respondent responds to each Ground raised by the Appellant in paragraph 12 as under:

Ground A - Absence of EIA for impact on Morjim and Mandrem turtle nesting beaches:

The contents of Ground A pertain to issues of regulatory compliance and environmental appraisal. The Replying Respondent, being an executing contractor, was not involved in matters relating to environmental clearances or appraisal processes such as the conduct of an Environmental Impact Assessment (EIA). The Replying Respondent carried out the work within the scope of its contractual engagement, based on instructions and approvals communicated in the course of execution, and proceeded on the



understanding that the necessary statutory permissions and requirements had been duly addressed by the competent authorities.

Ground B - Non-consideration of Forest Department's recommendations:

The contents of Ground B refer to certain recommendations made by the Forest Department, including those relating to environmental studies concerning turtle nesting beaches, beach stability, and avifauna habitat. These aspects pertain to the broader framework of project appraisal and regulatory compliance. The Replying Respondent, being an executing contractor, was not associated with these processes and did not have access to the underlying correspondence or deliberations forming part of the approval process. The Replying Respondent carried out the work within the scope of its contractual engagement, based on instructions and information made available during execution, and did not have any role in the consideration or implementation of such recommendations.



Ground C - Absence of silt disposal/utilization plan:

The contents of Ground C relate to the absence of a silt disposal or utilization plan and the conditions pertaining to identification of a dumping site. It is submitted that matters relating to preparation, submission, and approval of such plans form part of the project's regulatory and planning framework. The Replying Respondent, being an executing contractor, was not involved in these aspects.

It is further submitted that the handling and disposal of dredged material was carried out in accordance with the contractual terms and directions forming part of the tender and subsequent instructions during execution. Clause 2.13(i) and Clause 4 of the Conditions of Contract expressly direct the contractor to dispose of dredged spoils "at sea or as directed by Department/Government." The Replying Respondent acted strictly in

accordance with such directions and within the scope of its contractual obligations, without exercising any independent discretion in this regard.

Ground D - Conditions 14 and 17 envisage construction/erection activity:

The contents of Ground D allege that conditions 14 and 17 of the NOC/Clearance envisage construction/erection activity not contemplated in a dredging project. This ground pertains to the conditions and terms of the NOC/Clearance, which is a matter between the Appellant and the GCZMA. The Replying Respondent, as an executing contractor, was not furnished with the NOC/Clearance and had no knowledge of these conditions. This ground does not concern the Replying Respondent in any manner.

Ground E - Absence of Detailed Project Report (DPR) prepared by Technical Advisory Committee (TAC):

The contents of Ground E relate to the preparation of a Detailed Project Report (DPR) and the involvement of a Technical Advisory Committee (TAC) under the applicable framework. These aspects pertain to project planning, appraisal, and regulatory compliance. The Replying Respondent, being engaged as an executing contractor, was not associated with such processes and had no role in the preparation of any DPR or constitution of a TAC. The Replying Respondent carried out the work within the scope of its contractual engagement and does not have any independent involvement in matters referred to in this ground.

Ground F - Seven-year validity of NOC/Clearance without periodic appraisal:

The contents of Ground F relate to the scope, duration, and conditions of the NOC/Clearance granted for the project. These aspects pertain to



mobilisation, surveys, and progress of dredging operations. The Replying Respondent carried out the work in coordination with such supervision mechanisms and did not exercise any independent discretion in relation to scheduling or continuation of operations.

In these circumstances, it is respectfully submitted that the execution of dredging operations, including their continuation during the relevant period, took place within the overall framework of the contractual timelines and operational directions governing the project. The role of the Replying Respondent remained confined to implementation of the work as per such framework, and the Replying Respondent acted in good faith and within the scope of its assigned responsibilities, without exercising any independent decision-making authority in matters relating to scheduling or compliance aspects associated with the regulatory conditions of the project.

12. The contents of paragraph 13 are a reservation of the Appellant's right to raise additional grounds. The Replying Respondent notes the same and reserves its right to file additional submissions in response to any additional grounds raised.
13. The contents of paragraph 14 pertain to the question of limitation. It is stated that the NOC/Clearance was not uploaded on GCZMA's official website and the Appellant came to know of the project only in late December 2025 / January 2026. The Replying Respondent does not dispute the facts stated in this paragraph regarding the absence of publication of the NOC/Clearance on the GCZMA website. This corroborates the Replying Respondent's own position that the NOC/Clearance was not available in the public domain and was accordingly not available to the Replying Respondent either.



REPLY TO PRAYERS (PARAGRAPH 15)

The Replying Respondent responds to each prayer as under:

Prayer A:

Prayer A seeks calling for the entire record from the GCZMA and the Captain of Ports pertaining to the NOC/Clearance. The Replying Respondent does not oppose this prayer. It is respectfully submitted that production of the complete record, including the Tender Documents, work order, and relevant communications between the concerned authorities, would assist this Hon'ble Tribunal in appreciating the scope of the project and the respective roles of the parties. Such record would also clarify that the role of the Replying Respondent was confined to execution of the work within the framework of its contractual engagement and in accordance with directions issued during the course of execution.

**Prayer B:**

Prayer B seeks quashing of the NOC/Clearance. The said prayer pertains to the regulatory validity of the approval granted for the project. The Replying Respondent, being an executing contractor, does not have any independent role in matters relating to grant or validity of such approvals and therefore does not offer any independent submissions on the merits of this prayer. The Replying Respondent respectfully submits that it shall abide by and comply with any directions or orders that may be passed by this Hon'ble Tribunal, including cessation of operations, if so directed.

Prayer C:

Prayer C seeks imposition of environmental compensation and penalty in relation to the alleged violations of the CRZ Notification, 2011 and the

Environment (Protection) Act, 1986. The Replying Respondent respectfully submits as under:

- i. The Replying Respondent executed the dredging work in accordance with the work order, contractual terms, and instructions issued by the competent authority in the course of its engagement.
- ii. The Replying Respondent operated on the basis of information and directions made available during execution and did not have independent access to the NOC/Clearance or its detailed conditions.
- iii. The Replying Respondent was not involved in matters relating to regulatory approvals or project appraisal, including aspects such as EIA, DPR, or formulation of environmental management measures.
- iv. The execution schedule, including the period of commencement and completion, formed part of the contractual framework under which the work was undertaken, and the Replying Respondent carried out the work in accordance with such timelines and directions.
- v. The handling and disposal of dredged material was carried out in accordance with the contractual provisions and directions applicable during execution, without any independent decision-making on the part of the Replying Respondent.

In view of the above, it is respectfully submitted that the role of the Replying Respondent was confined to execution of the work within the scope of its contractual engagement and in good faith. Accordingly, no environmental compensation or penalty is warranted against the Replying Respondent.



ADDITIONAL SUBMISSIONS

1. It is respectfully submitted that the principles of "polluter pays" and the precautionary principle under Section 20 of the NGT Act, 2010 are attracted in relation to entities having a determinative role in planning, approval, or control of activities leading to environmental impact. In the present case, the Replying Respondent was engaged solely for execution of the dredging work within the framework of its contractual engagement. The work was carried out in accordance with the prescribed timelines, contractual provisions, and directions issued during the course of execution, and under the supervision and coordination mechanisms envisaged for the project. The Replying Respondent acted in good faith and within the scope of its assigned responsibilities, without exercising any independent decision-making authority in matters relating to project planning, approvals, or regulatory compliance. In these circumstances, it is respectfully submitted that the Replying Respondent cannot be attributed with liability as a "polluter".
2. The Replying Respondent respectfully draws the attention of this Hon'ble Tribunal to the following specific provisions of the Tender Documents, all of which are on record, and which establish the extent and limits of the Replying Respondent's role:
 - a) Tender Notice No. CP/HSO/322/2079 dated 22.07.2025: Prescribed that work be commenced by October 2025 and completed by December 2025. The execution schedule, including the period of commencement, formed part of the tender conditions and contractual framework under which the Replying Respondent was engaged.
 - b) Clause 2.13(i) and Clause 4 of the Conditions of Contract: Expressly directed disposal of dredged spoils "at sea or as directed by



Department/Government". The Replying Respondent acted strictly in accordance with these contractual directions.

- c) Clauses 2.2 to 2.13 of the Preamble: These clauses provide for supervision, coordination, and stage-wise verification of the work during execution, including mobilisation, surveys, and progress of dredging operations. The work was carried out under the supervision and coordination mechanisms envisaged in the Tender.
- d) Clause 6.11: This clause governs issuance of instructions and directions during execution, forming part of the operational framework within which the Replying Respondent carried out the work.
- e) Tender No. CP/HSO/322 Regulatory Approvals Framework: The Tender Document, read as a whole, establishes that all necessary regulatory approvals and clearances, including any NOC or environmental clearance required for the project, form part of the responsibilities of the project proponent prior to issuance of the work order to the contractor. No clause of the Tender Document imposes any obligation upon the executing contractor to obtain, verify, or ensure compliance with regulatory approvals such as the NOC/Clearance from the GCZMA. Obtaining the NOC/Clearance was therefore, as per the Tender, the responsibility of the project proponent, and the Replying Respondent proceeded accordingly in the course of its contractual engagement.
14. The Replying Respondent solemnly undertakes before this Hon'ble Tribunal that it shall forthwith and unconditionally comply with any order or direction passed in the present proceedings and shall not undertake any work in contravention thereof.
15. The present Parawise Reply is filed bona fide, in the interest of justice, and to place the true, complete, and correct factual and contractual position of the Replying Respondent before this Hon'ble Tribunal, so that



no unjust burden or liability may be imposed upon a contractor that acted in good faith within the scope of its contractual engagement.

PRAYER

In light of the foregoing, it is most respectfully prayed that this Hon'ble Tribunal may be pleased to:

- a) Record and note that M/s Enrich Global Infra Limited, Respondent No. 4, is an executing dredging contractor engaged under Tender No. CP/HSO/322 for carrying out the work in accordance with its contractual obligations, and that its role was confined to execution within the framework of instructions, timelines, and directions communicated during the course of engagement, and that the Replying Respondent did not have any independent role in matters relating to regulatory approvals or their conditions, and accordingly no independent fault, negligence, or liability is attributable to the Replying Respondent;
- b) Record that the conception, commissioning, and regulatory approval process for the project, including applying for and obtaining the NOC/Clearance from the GCZMA, fell within the domain of Respondent No. 2, the Captain of Ports Department, Government of Goa, as the project proponent, and that the execution schedule, the method of disposal of dredged material, and all site-level directions were communicated to the Replying Respondent through the contractual framework and supervision mechanisms established by the project proponent;
- c) Direct that no coercive order, penalty, cost, or environmental compensation be imposed upon M/s Enrich Global Infra Limited, Respondent No. 4, which acted in complete good faith as an executing agency within the scope of its contractual obligations and under the supervision of the competent authority;



- d) Pass such other and further orders as this Hon'ble Tribunal may deem fit and proper in the facts and circumstances of the present case.

Date: 18.5.2026

Place: Pune, Maharashtra.



Chetan Ajay Doiphode
M/s Enrich Global Infra Limited
(Respondent No.4)



Adv. Akriti P Pandey



VERIFICATION

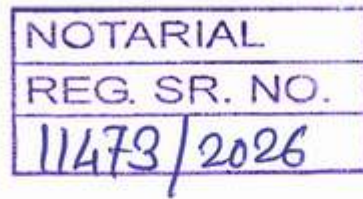
I, Chetan Ajay Doiphode, S/o Ajay Doiphode, aged about 35 years, office at B – 212, Western Edge – II, behind metro mall, CCI compound, Borivali (e), Mumbai – 400 066, Maharashtra, being the director and authorised signatory of M/s Enrich Global Infra Limited, Respondent No. 4 in the above Appeal, do hereby solemnly state and affirm that the contents of the above Parawise Reply are true and correct to my knowledge, belief, and information, that nothing material has been concealed therefrom, and that no part of the same is false.

Verified at Mumbai on 18th day of May, 2026.

DEPONENT

Chetan Ajay Doiphode

M/s Enrich Global Infra Limited



BEFORE ME

JAGDISH TRYAMBAKRAO DONGARDIVE
Advocate High Court & Notary, (Govt. of India);
Rahul Chawl Committee, Kranti Nagar,
Akurli Road, Kandivali (East),
Mumbai-400 101.

12 JUN. 2026

