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**BEFORE THE NATIONAL GREEN TRIBUNAL,  
WESTERN ZONE BENCH PUNE  
ORIGINAL APPLICATION NO. 85 OF 2022 (WZ)**

Sachin Sudamrao Pachpute ...Applicant

Vs.

Shahakar Maharshi Shivajirao Narayanrao

Nagawade SSK Ltd. (Sugar Unit) & Ors. ...Respondent(s)

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**PRELIMINARY REPLY TO THE DAMAGE ASSESSMENT REPORT  
OF AUGUST 2023 PREPARED BY VASANTDADA SUGAR INSTITUTE**

**PAPER BOOK**

**(FOR INDEX KINDLY SEE INSIDE)**

**ADVOCATES FOR RESPONDENT NO. 1**

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Drawn on: 08.02.2024

Filed on: 08.02.2024

**BEFORE THE NATIONAL GREEN TRIBUNAL,**

**WESTERN ZONE BENCH PUNE**

**I.A. NO. 182 OF 2023**

**IN**

**ORIGINAL APPLICATION NO. 85 OF 2022 (WZ)**

Sachin Sudamrao Pachpute

...Applicant

Vs.

Shahakar Maharshi Shivajirao Narayanrao

Nagawade SSK Ltd. (Sugar Unit) & Ors.

...Respondent(s)

**PRELIMINARY REPLY TO THE DAMAGE  
ASSESSMENT REPORT OF AUGUST 2023  
PREPARED BY VASANTDADA SUGAR  
INSTITUTE**

To,

The Hon'ble Chairperson and

His Hon'ble Companion Members of

The Hon'ble National Green Tribunal.

The Humble Reply of the Respondent No. 1

It is most respectfully showeth,

1. The present Original Application has been filed by the Applicant against the Respondent No. 1 Industry alleging the Environmental Damage due to the sugarcane crushing activity of the Respondent No.1 Industry in breach of the renewal of Consent dated 23.12.2021 as well as the direction of the Stop Work Order dated 10.02.2022 issued by the Respondent No.2/MPCB against the

Respondent No. 1 Industry. Also, it has come on record in the present original application that on 10.02.2022, an accidental blast occurred at the molasses storage tank of the Respondent No. 1 Industry. In this background, the Respondent No. 2 had issued Stop Work Order dated 10.02.2022 and also, on 17.10.2022 had directed the Respondent No.1 Industry to carry out assessment of the contamination of the soil, cost of remediation and damage assessment through NEERI/IIT/VSI. In compliance of the order dated 17.10.2022 issued by the Respondent No.2, the Respondent No. 1 Industry appointed VSI Pune for carrying out Soil & water Contamination Assessment Study including damages to the recipient environment and remedial measures thereto. In terms thereof, VSI Pune carried out Damage Assessment for Molasses Tank Burst Accident.

2. The VSI Pune on completion of the said assessment filed a final report viz. *“Damage Assessment Report for Molasses Tank Burst Accident Occurred at M/S Sahkar Maharshi Shivajirao Narayanrao Nagawade Sahkari Sakhar Karkhana Ltd.”* (herein after referred to as the *“said report”*). The said report was produced before this Hon’ble Tribunal by the Respondent No. 1 and forms a part of record from *Page 352 to 574* of the Paper Book of the present Original Application. Vide the said report, the VSI Pune has assessed a total cost for damage assessment and preventing/mitigation measures to be Rs. 2,02,03,998.00/- under 3 measure heads viz. Damage Cost, Preventive Measures Provision and Mitigation Measures (Additional) Through CER.

3. At the outset it is submitted that the Respondent No. 1 denies the contents and the analysis of the said report unless specifically admitted hereinbelow. Vide the present reply the Respondent No. 1 seeks liberty of this Hon'ble Tribunal to highlight the Preliminary Objections with regard to damage assessment as carried out by VSI Pune in the said Report. The Respondent No. 1 reserves its right to file further detailed objections if need be.
  
4. Vide the said report, the VSI Pune even though came to the conclusion that the impact of molasses as a contaminant of the ground water was mitigated as well as found no traces of contamination due to molasses on soil, has erroneously came to the conclusion that the Respondent No.1 Industry may be put to the cost of Rs. 2,02,03,998.00/-. Such analysis and conclusion thereof are in total contravention to each other which shows non-application of mind by the agency undertaking the damage assessment and therefore the Respondent No. 1 questions the findings of said report on the following amongst other grounds which are without prejudice to each other:

**A. THE PROCEDURE FOLLOWED BY THE VSI PUNE FOR SAMPLING WAS NOT IN ACCORDANCE WITH SECTION 21 OF THE WATER (PREVENTION AND CONTROL OF POLLUTION) ACT, 1974 AND THEREFORE, DOES NOT STAND THE TEST OF LAW:**

- i. It is submitted that vide the present Original Application, this Hon'ble Tribunal is considering the alleged violations by the Respondent No. 1 Industry and effects of blast in molasses tank in the Respondent No. 1 Industry happened on 10.02.2022. After the said Incident, the Respondent No. 2/MPCB issued interim directions u/s 33A of Water Act and u/s 31A of the Air Act on 17.10.2022. Vide the directions dated 17.10.2022, the Respondent No. 2 directed the Respondent No.1 Industry to carry out assessment of contamination, cost of remediation and damage assessment through NEERI/IIT/VSI. In terms thereof, the Respondent No. 1 approached the VSI Pune to assess the contamination and cost of remediation and damage assessment. Therefore, the VSI Pune was to undertake the analysis of contamination of water and soil in allegedly affected area due to spread of molasses due to blast in the Respondent No. 1 Industry.
- ii. The VSI Pune for undertaking the analysis of the contamination of water and soil collected the samples from the streams and wells. Since, the VSI Pune was appointed in terms of the directions passed by the Respondent No. 2/MPCB ought to have followed the provisions of Section 21 of the Water Act while collecting the water samples for analysis.
- iii. The provisions of Section 21 of the Water (Prevention and Control of Pollution) Act, 1974 have been extracted herein below for the sake of convenience.

“21. Power to take samples of effluents and procedure to be followed in connection there with.—(1) A State Board or any officer empowered by it in this behalf shall have power to take for the purpose of analysis samples of water from any stream or well or samples of any sewage or trade effluent which is passing from any plant or vessel or from or over any place into any such stream or well.

(2) **The result of any analysis of a sample of any sewage or trade effluent taken under sub-section (1) shall not be admissible in evidence in any legal proceeding unless the provisions of sub-sections (3), (4) and (5) are complied with.**

(3) Subject to the provisions of sub-sections (4) and (5), when a sample (composite or otherwise as may be warranted by the process used) of any sewage or trade effluent is taken for analysis under sub-section (1), the person taking the sample shall—

(a) serve on the person in charge of, or having control over, the plant or vessel or in occupation of the place (which person is hereinafter referred to as the occupier) or any agent of such occupier, a notice, then and there in such form as may be prescribed of his intention to have it so analysed;

(b) in the presence of the occupier or his agent, **divide the sample into two parts;**

(c) cause each part to be placed in a container which shall be marked and sealed and shall also be signed both by the person taking the sample and the occupier or his agent;

(d) send one container forthwith,—

(i) in a case where such sample is taken from any area situated in a Union territory, to the laboratory established or recognised by the Central Board under section 16; and

(ii) in any other case, to the laboratory established or recognised by the State Board under section 17;

(e) on the request of the occupier or his agent, send the second container,—

(i) **in a case where such sample is taken from any area situated in a Union territory, to the laboratory established or specified under sub-section (1) of section 51;** and

(ii) in any other case, to the laboratory established or specified under sub-section (1) of section 52. 2

(4) When a sample of any sewage or trade effluent is taken for analysis under sub-section (1) and the person taking the sample serves on the occupier or his agent, a notice under clause (a) of sub-section (3) and the occupier or his agent wilfully absents himself, then,—

(a) the sample so taken shall be placed in a container which shall be marked and sealed and shall also be signed by the person taking the sample and the same shall be sent forthwith by such person for analysis to the laboratory referred to in sub-clause (i) or sub-clause (ii), as the case may be, of clause (e) of sub-section (3) and such person shall inform the Government analyst

*appointed under sub-section (1) or sub-section (2), as the case may be, of section 53, in writing about the wilful absence of the occupier or his agent; and (b) the cost incurred in getting such sample analysed shall be payable by the occupier or his agent and in case of default of such payment, the same shall be recoverable from the occupier or his agent, as the case may be, as an arrear of land revenue or of public demand:*

*Provided that no such recovery shall be made unless the occupier or, as the case may be, his agent has been given a reasonable opportunity of being heard in the matter.]*

*(5) When a sample of any sewage or trade effluent is taken for analysis under sub-section (1) and the person taking the sample serves on the occupier or his agent a notice under clause (a) of sub-section (3) and the occupier or his agent who is present at the time of taking the sample does not make a request for dividing the sample into two parts as provided in clause (b) of sub-section (3), then, the sample so taken shall be placed in a container which shall be marked and sealed and shall also be signed by the person taking the sample and the same shall be sent forthwith by such person for analysis to the laboratory referred to in sub-clause (i) or sub-clause (ii), as the case may be, of clause (d) of sub-section (3).”*

- iv. Thus, a bare reading of Section 21 of the Water (Prevention and Control of Pollution) Act, 1974, more particularly Sub- Section (2) makes it clear that result of any analysis of a sample of any sewage or trade effluent shall be admissible in evidence, if and only if the provisions of sub clause (3), (4) and (5) have been complied with.
- v. Further, under Clauses (b) and (c) of Sub Section (3) of Section 21 of the Water Act, the person taking the sample shall in the presence of the occupier or his agent, divide the sample into 2 parts and cause each part to be placed in a container which shall be marked and sealed and shall also be signed by the person taking the sample and the occupier or his agent. In the present case, the officers of the VSI Pune neither divided the sample collected into 2 parts, nor marked, sealed the same and did not even take the signatures of the Authorized representative of the

Respondent No.1 on the collected sample. Thus, yet again the procedure for collection of water sample as contemplated under the provisions of the Water (Prevention and Control of Pollution) Act, 1974 was not complied with by the VSI Pune and therefore the results of the sampling cannot be relied upon.

- vi. Also, under Clauses (d) and (e) of Section 21 of the Water Act, the person taking the sample after diving the sample into 2 parts, has to send one sealed, marked, signed samples to the laboratory established or recognized by the Central or the State Board as the case may be and upon the request of the occupier or his agent, send the second container to the laboratory established under Section 51 of the Water Act. In the present case, it is not disputed that the VSI Pune undertook the analysis of water samples in its own laboratory which is accredited by NABL. However, the VSI Pune failed to divide the sample in two parts as contemplated u/s 21(3)(b) of the Water Act.
- vii. Therefore, the question that arises for consideration of this Hon'ble Tribunal that whether the VSI Pune ought to have sent the copies of the sample to the laboratories as contemplated under Section 21(3)(e) of the Water Act and failure to do so would result in making any analysis in furtherance of the collection of the sample in-admissible in law as evidence.
- viii. In terms thereof, it is also important to refer the provisions of Section 22(4) of the Water Act which contemplates the effect of inconstancy or

discrepancy between, or variation in results of the analysis. It is the law that if any such discrepancies are found, the report of laboratory established u/s 52 of the Water Act would prevail. It is a contention of the Respondent No. 1 that the provisions of Section 21 and Section 22 of the Water Act go hand in hand and establishes a procedure for keeping check on the analysis report. It may be also inferred that the Water Act contemplates possibilities of variations in the analysis reports and thus, the analysis by any laboratory u/s 51 or 52 of the Water Act holds utmost importance.

- ix. In the present case, since, the copy of the sample was not preserved and was not tested by any other laboratory except laboratory of the VSI Pune, the mere reliance on one analysis may not suffice a correct inference regarding the quality of water and soil. Therefore, the analysis as done by VSI Pune creates reasonable doubt and also any inference thereof may not be admissible in evidence in terms of Section 21 of the Water Act and therefore the said report is vitiated and ought to be set aside.

**B. THE SAID REPORT SHOWS THE NON-APPLICATION OF MIND AS THE OBSERVATIONS AND THE CONCLUSION OF THE SAID REPORT ARE CONTRARY TO EACH OTHER.**

i. Vide the said report, the VSI Pune undertook the work by analyzing the samples of water (including ground water) as well as soil in around area of the Respondent No.1 factory which was allegedly affected due to the said blast. The VSI Pune collected the water samples from three different geographical locations such as low to moderately affected area, moderately affected area, highly affected area and non-affected area. On conducting the detailed analysis, the VSI Pune made certain observations on the basis of PH-Value, COD, BOD Etc.. Without commenting on the technical aspect of the same and thereby reserving the rights to file detailed reply on technicalities, the Respondent No. 1 would like to draw the attention of this Hon'ble Tribunal to the observations made by VSI Pune.

ii. The observations on analysis of water are as follows:

*“From the monitoring results it was observed that the acidic effect due to molasses did not persisted for sampled locations”.*

*(Pg. 402 of the Paper Book)*

*“It indicates that the impact of molasses as a contaminant of the ground water is totally mitigated”*

*(Pg. 403 of the Paper Book)*

*“Therefore, two key pollution indicator parameters i.e. COD and BOD\_ test values reported for the ground water Samples of the study area show low values at the most of monitored locations. COD Values more than 50 mg/l reported only at three locations. Similar trends observed for BOD*

*values. Therefore, impact of molasses spread on ground water quality of the study area was not observed from the test results”*

*(Pg. 405 of Paper Book)*

*“An impact due to the accident on the TDS values of the ground water samples of study area, not observed of the results of the tested samples”*

*(Pg. 408 of Paper Book)*

Finally, it was observed that

*“The ground water sample analysis results of the study area indicate that the impact of accidental contamination of the molasses on the ground water characteristics of the area could have attenuated naturally. Test Parameters of samples from the accident affected area as well as from non-affected places were varied in more or less a same range.”*

*(Pg. 410 of Paper Book)*

iii. The observations on analysis of soil are as follows:

With regard to Electric Conductivity Test of soil it was observed that:

*“It can be observed from the test results of EC of soils that there is no impact of accidental release of molasses”*

*(Pg. 422 of Paper Book)*

Finally, it was observed that:

*“Overall, the soil analysis results show similar trend as ground water analysis. It means, the impact due to accidental contamination of the resources (water and soil) is probably remediated naturally. The soil samples collected from accident contaminated/affected areas and non-*

*affected areas show more or less similar characteristics. Therefore, present status of soils of the study area show no traces of molasses contamination as such. It may be due to effective scrapping action taken by the factory management immediately after the accident. In this action, molasses from contaminated soil and other surfaces was scrapped with bagasse, removed mechanically and transferred to the compost yard of the distillery unit'*

*(Pg. 430 of Paper Book)*

iv. On perusal of the above analysis, it is clear that the effect of spread of molasses due to blast at Respondent No. 1 factory is not persisting as on date and has been totally mitigated. The VSI Pune also came to the conclusion that such mitigation was only possible due to effective scrapping action taken by the factory management immediately after the accident. The mitigation measures to preserve the quality of the environment were undertaken by the Respondent No. 1 Industry Immediately after the accident. The Respondent No. 1 factory also submitted detailed action taken report with the Respondent No. 2/MPCB on 10.02.2022 (*refer Pg. 141 of Paper Book*). Also, the Respondent No.1 Industry transferred the molasses spread in the area to a storage tank. (*refer Pg. 103 with Pg. 142 of the Paper Book*). Thus, the immediate action was taken by the Respondent No. 1 factory which admittedly resulted in no adverse impact of the molasses spread on the water and soil and such other environmental components. The Respondent No. 2, on

considering the same also, granted Renewal of Consents to the respondent No. 1 industry on 08.11.2022 and 11.11.2022. (*Refer Pg. 211-219 and Pg. 220-229 of the paper book.*)

v. However, the VSI Pune, vide the said report has erroneously calculated cost of damage due to accidental discharge of molasses into the ground water of nearby areas to be Rs. 36,97,624.00/-, cost of damage due to accidental discharge of molasses into the soil of nearby areas to be Rs. 36,97,624.00/- and cost of damage to flora/trees due to accidental discharge of molasses to be Rs. 2,08,750.00/-. It is submitted that on the one hand the VSI Pune concluded that the pollution factor have been mitigated due to efforts of the Respondent No.1 factory and on the other hand calculated the damage cost. Also, it has to be considered that the Respondent No.1 Industry has already taken steps by investing large amount and thus any cost in this regard would not be equitable and just. In such circumstances, the calculation of damage cost by VSI Pune, is erroneous.

vi. Also, the VSI Pune has calculated the cost for remediation and mitigation measures to be Rs. 51,00,000.00/-. It was advised to take steps as a Corporate Environmental Responsibility (CER). It is submitted with utmost humility that the Respondent No. 1 is committed to CER and have been implementing such measures and programs in this regard. The VSI Pune has suggested the CER Measures such as development of greenbelt, provisions for safe drinking water, provisions for organic fertilizers, skill

development programs for youths. It is submitted that the Respondent No.1 factory is already undertaking such programs since it's a establishment. The Respondent No.1 factory has entered into agreements with the farmers to provide organic fertilizers which are the outcome of the production. (*Refer Pg. 175 to 182 of Paper Book*). Also, the Respondent No. 1 Industry has undertaken the tree plantation drive whereby, till date out of the open space available of 2,07,513 sq. mts. an area of 68,480 sq. mtrs. (i.e. 33 % of total area available) was brought under plantation for development of green belt by planting around 15,000 trees. Such factors ought to have been considered by VSI Pune and ought not to have imposed a cost of Rs. 51,00,000.00/- for mitigation measures through CER as the factory is already undertaking the CER activities. The Respondent No. 1 factory also undertakes to carry on such activities in future and would work towards betterment of the Environment and would also adhere to the Corporate Social Responsibility.

- vii. Further, the VSI Pune has estimated the cost of provisions for preventing measures to be Rs. 75,00,000.00/-. However, such cost as imposed by the VSI Pune is erroneous as the VSI Pune itself has advised to appoint competent auditor for this purpose and confirm the compliance of standards. While calculating the cost of Rs. 75,00,000.00/- the VSI Pune has made assumptions and presumptions without there being any basis for the same. The VSI Pune has assumed the consultation fees of safety experts, civil engineering experts etc. and has arrived at a presumption

that the estimated cost would be Rs. 75,00,000.00/-. Such exercise by VSI Pune is baseless and without any scientific data. Also, it is also submitted that the VSI Pune was to only assess the damage incurred and not the required costs for the remediation/mitigation of the environmental damages. In such circumstance, the calculate of remediation/mitigation costs and imposition of the same on the Respondent No.1 factory was beyond the power and scope of the VSI Pune.

- viii. Therefore, the cost as calculated by the VSI Pune vide the said report to the tune of Rs. 2,02,03,998.00/- is erroneous and does not hold water and ought to be set aside by this Hon'ble Tribunal.

**C. THE SAID REPORT LACKS THE APPLICATION OF MIND AS THE TECHNICAL SUGGESTIONS FOR PREVENTIVE MEASURES WERE MADE WITHOUT THERE BEING ANY TECHNICAL EXPERT AS A PART OF PROJECTING WHO UNDERTOOK THE DAMAGE ASSESSMENT STUDY.**

- i. The VSI Pune was to undertake the damage assessment caused due to blast occurred in the Respondent No.1 factory premises. The study was revolving around the damage assessment to the environment. The Committee was comprising of the environmental and geology experts. However, no member such as civil engineering expert, safety experts, etc. were not forming a part of the committee.

- ii. However, the committee calculated the estimated cost for preventive measures for setting up steel tank which underwent a blast. It is most respectfully submitted that the construction of the molasses tank and such other components of the sugar factory falls within the expertise of the Civil Engineering and Safety Consultants. None of the members of the committee were having expertise/knowledge/experience of the Civil Engineering and Safety Consultants fields and hence the exercise of cost estimation for setting up steel tank by the members of the committee lacks merits and expertise.
- iii. Also, the cost estimation without any such expertise to the tune of Rs. 75,00,000.00/- is erroneous and lacks application of mind.

D. Without prejudice to the contention of the Respondent No. 1 Industry that the Respondent No.1 Industry is not liable to pay any cost as calculated by the said report, it is submitted that the VSI Pune while calculating the damage cost has failed to rely on any particular formula ever accepted by this Hon'ble Tribunal or any other such courts. Also, the VSI Pune has relied on the research papers to come over the conclusions which are neither accepted nor described in any law. On perusal of such research papers, it is clear that the same are the studies conducted in different countries and have not considered the environmental conditions in India. Therefore, such reliance by VSI Pune on the said research papers is erroneous.

5. Thus, in view of the averments, contentions and grounds mentioned herein above the final report viz. "*Damage Assessment Report for Molasses Tank Burst Accident Occurred at M/S Sahkar Maharshi Shivajirao Narayanrao Nagawade Sahkari Sakhar Karkhana Ltd.*" filed by VSI Pune ought to be set aside being devoid of merits.

FILED BY:



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Vs.

Shahakar Maharshi Shivajirao Narayanrao

Nagawade SSK Ltd. (Sugar Unit) & Ors.

Applicant  
...Respondent(s)

AFFIDAVIT

I, Mr. Nana Manaji Kalamkar, Age: about 49 years, Occupation: Production Manager of the Respondent No. 1 Sugar Factory, Having Office At: Shrigonda Factory, Taluka Shrigonda, District Ahmednagar- 413726, Maharashtra, do hereby state on solemn affirmation as under:

1. That I am the Respondent No. 1 in the above-named Original Application. I am conversant with the facts and circumstances of the case and as such competent to swear the present Affidavit.
2. That the contents of the Paras 1 to 5 of the objections/Reply to the Damage Assessment Report are facts true to my knowledge and contains submissions and prayers to this Hon'ble Tribunal based on legal advice and the same is believed to be true and correct.
3. That the annexures filed along with the Reply are the true copies of their respective originals.

x R. Kalankar  
DEPONENT

VERIFICATION

Verified at Shrigonda on this 8<sup>th</sup> day of Feb, 2024 that the contents of the present affidavit are true and correct and nothing material has been concealed therefrom.

BEFORE ME  
Solemnly affirmed before me  
by Nana Manaji Kalamkar  
who is identified before me  
by R.A. Hegar  
whom I personally know.

Nana Manaji Kalamkar  
Know affiant

x R. Kalankar  
DEPONENT





## PROOF OF SERVICE

**Service: Preliminary Reply to the Damage Assessment Report in O.A. No. 85 of 2022(WZ): Sachin Sudamrao Pachpute V. Shahakar Maharshi Shivajirao Narayanrao Nagawade SSK Ltd (Sugar Unit) and others pending before the Hon'ble National Green Tribunal, Western Zone (Pune)**

1 message

**Adv Sangram Singh R Bhonsle** <srb.chambers@gmail.com>

Thu, Feb 8, 2024 at 4:36 PM

To: Sachin Pachpute <sachinpachpute77@gmail.com>, ronashik@mpcb.gov.in, ccb.cpcb@nic.in, collector.ahmednagar@maharashtra.gov.in, aniruddha1488@gmail.com, tanaji gambhire <tanaji9june@gmail.com>  
Cc: Sangram Singh Bhonsle <sangramsinghbhonsle@gmail.com>

Sir/Ma'am,

We are the advocates appearing on behalf of the Respondent No. 1 in the above mentioned matter filed a Preliminary Reply to the Damage Assessment Report .

Please find attached herewith the copy of the Preliminary Reply to the Damage Assessment Report on behalf of the Respondent No. 1 dated 08.02.2024 in the above mentioned matter. Kindly consider this email as a service of the same on your esteemed office.

Regards,

**Sangram Singh R. Bhonsle**

Advocate

Supreme Court of India

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**Final Objection to VSI Report.pdf**

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