

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

ORIGINAL APPLICATION NO. 99 OF 2025

INTHE MATTER OF:

Sovran Singh

... Applicant

Versus

State of Uttar Pradesh & Ors.

... Respondents

**REJOINDER TO REPLY FILED ON BEHALF OF
RESPONDENTS NO. 1, 2 AND 3.**

MOST RESPECTFULLY SHOWETH:

1. That the applicant has gone through the contents of the Reply filed on behalf of Respondents No.1 to 3 and have understood the contents thereof. At the outset the applicant denies each and every averment of law and facts made in the said reply save and except specifically admitted hereinafter. The denial made herein shall be treated as specific denial.

PARAWISE REPLY :

2. That the contents of Para 1 as stated do not call for any comments being matter of record.
3. That the contents of Para 2 as stated are wrong hence denied. While it is correct that the lease in favour of Respondent No. 7 (Shri Chandrapal Singh) was initially granted via e-auction for the stated period, the said lease was subsequently cancelled by the District Magistrate, Jhansi, vide order dated 12.08.2024, and Respondent No. 7

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was blacklisted for a period of two years, as acknowledged in their own documents and in the record of OA No. 742/2024.

Lease Cancellation Not Disclosed Properly:

The respondents have deliberately omitted reference to the lease cancellation, which formed the basis of the Hon'ble Tribunal's final order dated 23.09.2024 in OA No. 742/2024. The said lease ceased to exist in law upon cancellation and could not have continued from 17.05.2023 to 16.05.2028, as projected.

Tribunal's Directions Supersede Administrative Sanction:

The reliance placed on G.O. dated 14.08.2017 is misplaced. Once this Hon'ble Tribunal has passed specific directions after recording findings of grave environmental violations in OA No. 742/2024, any continuation or revival of the lease without express compliance and leave of this Tribunal is a clear contempt of judicial proceedings.

Post-Cancellation Proceedings are Collusive and Void:

The attempt to reinstate the lease through the Special Secretary's order dated 27.01.2025 is already under challenge and is without jurisdiction, as it effectively supersedes the judicial order of this Hon'ble Tribunal dated 23.09.2024, which cannot be overridden by an executive or quasi-judicial officer without leave of the Tribunal.

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Respondents' Own Records Show Massive Breach:

It is not disputed by the respondents that multiple inspections (including on 05.01.2024, 22.04.2024, 01.05.2024, and 27.06.2024) found Respondent No. 7 to be:

- a. Using banned suction machines,
- b. Mining below permissible depth,
- c. Mining outside the lease area,
- d. Violating EC and CTO conditions.

Merely mentioning the e-auction process does not legalize an illegally revived lease, which was earlier found to have been grossly misused.

Environmental Damage and Public Trust Doctrine:

The approval of a lease through e-tender does not validate continued environmental destruction, which was the basis for not only lease cancellation but also blacklisting and imposition of penalties exceeding ₹55 lakhs.

The State is bound to act in accordance with the Public Trust Doctrine, and cannot re-grant or restore leases which have been found to cause irreversible ecological damage.

4. That the contents of Para 3 as stated are wrong hence denied. The issuance of EC dated 28.04.2023 and CTO dated 19.10.2023 is not disputed. However, both were

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rendered ineffective due to serious violations committed by Respondent No.7, which led to cancellation of the mining lease and suspension of the CTO, as recorded in the order dated 23.09.2024 passed by this Hon'ble Tribunal.

5. That the contents of Para 4 as stated are wrong hence denied. The inspection details clearly establish repeated and grave violations by Respondent No.7, including use of banned suction lifters, absence of boundary pillars and PTZ cameras, and mining outside lease area. Mere recovery of penalties does not cure the violations, nor does it absolve the lessee of environmental damage, which had already led to lease cancellation and blacklisting.
6. That the contents of Para 5 to 8 as stated are wrong hence denied. The respondents themselves admit that multiple surprise inspections between January and June 2024 revealed serious and repeated violations by Respondent No.7, including use of banned suction lifters, mining during high water levels, absence of boundary pillars and PTZ cameras, and illegal mining outside the lease area. These cumulative breaches led to imposition of substantial penalties exceeding ₹75 lakhs and issuance of a cancellation notice under Rule 61(1), thereby clearly justifying the subsequent cancellation and blacklisting order dated 12.08.2024, and demonstrating the gravity of environmental violations warranting immediate cessation of mining operations.

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7. That in reply to the contents of Para 9 to 12 do not call for any comment being matter of record.
8. That in reply to contents of Para 13 it is submitted that this Hon'ble Tribunal, in OA No. 742/2024, had directed the District Magistrate, Jhansi to seize and produce CCTV footage from the mining site. However, the inspection dated 04.07.2024 confirmed that no PTZ/CCTV camera was installed at the site and no footage was available for seizure. The subsequent submission of a pen drive by Respondent No.7 was non-compliant, as the footage lacked continuous recordings, timestamps, and location metadata, making it unusable for judicial scrutiny. These facts reflect the deliberate non-compliance with the Tribunal's order dated 01.07.2024 and further demonstrate Respondent No.7's attempt to evade accountability and suppress material evidence of illegal mining operations.
9. That the contents of Para 14 do not call for any comment being matter of record.
10. That the contents of Para 15 as stated do not call for any comments so far as they are matter of record. However, the contents of this para fully support the Applicant's case. It is admitted that the leaseholder's reply was found baseless and unsatisfactory, and that due to repeated violations and non-compliance with this Hon'ble Tribunal's order, the lease was rightly cancelled under Rule 61 and the leaseholder was blacklisted for two years. These facts

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justify the Applicant's prayer for restraining any further mining activity by Respondent No.7.

11. That the contents of Para 16 do not call for any comment being matter of record.
12. That the contents of Para 17 as stated do not call for any comments so far as they are matter of record. The facts stated in this para reaffirm that after granting full opportunity of hearing, the District Magistrate, Jhansi reaffirmed the lease cancellation order dated 12.08.2024 through a reasoned order dated 12.12.2024. This further strengthens the applicant's case, as it confirms that the violations by Respondent No.7 were upheld even after due process and the lease remained cancelled as of 12.12.2024.
13. That the contents of Para 18 as stated do not call for any comments so far as they are matter of record. The order dated 27.01.2025 passed by the Department of Geology and Mining is wholly without jurisdiction and amounts to superseding a judicial order dated 23.09.2024 passed by this Hon'ble Tribunal in OA No. 742/2024, which had accepted and acted upon the lease cancellation order dated 12.08.2024. The said departmental order fails to even refer to this Tribunal's binding directions and is thus legally untenable and non-est in the eyes of law. Executive review cannot override judicial findings and directions.
14. That the contents of Para 19 as stated do not call for any comments so far as they are matter of record. The deposit of penalties and dues by Respondent No.7 in pursuance of

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the illegal and jurisdictionally flawed order dated 27.01.2025 cannot validate or revive a lease that was already cancelled and accepted by this Hon'ble Tribunal in its order dated 23.09.2024. Compliance with a void administrative order does not cure the underlying environmental violations nor override the binding judicial mandate.

15. That the contents of Para 20 and 21 as stated do not call for any comments so far as they are matter of record. The inspection dated 03.03.2025 once again confirms continued non-compliance by Respondent No.7, including absence of boundary pillars and PTZ camera, which are mandatory conditions under the lease and environmental clearance. These repeated violations even after purported reinstatement clearly show persistent disregard for regulatory norms, rendering any continuation of mining activity unsustainable and violative of both statutory rules and the order of this Hon'ble Tribunal dated 23.09.2024.

The fined imposed as contented in para under reply reaffirms that even after purported reinstatement, fresh violations continued, leading to a compounding notice for ₹50,000 under Rule 60(3), showing habitual non-compliance by Respondent No.7.

16. That the contents of Para 22 as stated do not call for any comments so far as they are matter of record. The contents of para under reply supports the applicant's case as the SEIAA, in its 884th meeting, clearly recorded that the

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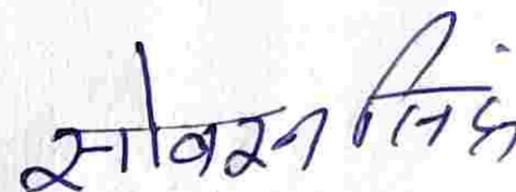
Environmental Clearance stood cancelled w.e.f. 12.08.2024, consequent to lease cancellation. Thus, any mining activity thereafter is patently illegal and without any valid authority.

17. That the contents of Para 23 as stated do not call for any comments so far as they are matter of record. The letter dated 31.05.2025 merely seeking clarification from SEIAA does not alter the legal position already recorded in the Minutes of SEIAA's 884th meeting, wherein the Environmental Clearance (EC) was declared null and void w.e.f. 12.08.2024 following cancellation of the lease. Furthermore, the so-called lease revival by the Department of Geology and Mining is itself in blatant violation of the binding directions issued by this Hon'ble Tribunal in its order dated 23.09.2024 in OA No. 742/2024, and therefore any reliance on pending clarification is meaningless, as both the lease and EC stand terminated in law.
18. That the contents as stated in Para 24 as stated are wrong hence denied. The assertion that the present petition is liable to be dismissed is wholly misconceived, as the respondents themselves have admitted to multiple violations, resulting in lease cancellation, EC cancellation, and continued non-compliance even thereafter. The so-called revival of the lease is in clear contravention of the binding order dated 23.09.2024 passed by this Hon'ble Tribunal. The applicant's grievance is fully justified, and the matter calls for urgent judicial intervention to prevent further environmental harm.

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19. That the contents of Para 25 as stated do not call for any comments being formal in nature. The authorization to file reply is not disputed.

The reply filed by respondent Nos. 1 to 3 is liable to be rejected.
It is prayed accordingly.



Sovran Singh
Applicant

Through



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Date:12.08.2025
New Delhi

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AFFIDAVIT

I, Sovran Singh, Aged about 35 years, S/o Gyan Singh R/o Targuwan, Lalitpur, Uttar Pradesh – 284126, do hereby solemnly affirm and states as under:

1. That the deponent is applicant in the above-mentioned matter and as such he is well conversant with the facts and circumstances of the present case.
2. That the deponent has gone through the contents of the accompanying rejoinder to the reply filed by Resp Nos.1 to 3. The same has been drafted as per my instructions and has explained to me in vernacular. The contents of the same are true and correct to the best of my knowledge and nothing material has been concealed there from.

DEPONENT

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VERIFICATION

I, the deponent above named do hereby verify that the contents of this affidavit are true and correct to the best of my knowledge derived from the records and nothing relevant has been concealed therefrom. Verified at _____ on this _____ day of August, 2025.

Serial No. 5/25.....

This affidavit has been sworn before me
by Shri. Sovran Singh, S/o Gyan Singh
R/o Targuwan, Lalitpur, Tehsill/ Dist. Lalitpur
on this day... 12/8/25... Month... 28... year 20...
to time... Identified by Shri. Ad. Ad.
The contents of the affidavit have been
read over and explained to the deponent
and he admitted them to be true and correct.
Received Rs. _____

DEPONENT

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OATH COMMISSIONER, MOTI

