

**IN THE NATIONAL GREEN TRIBUNAL, PRINCIPAL BENCH  
AT NEW DELHI**

**ORIGINAL APPLICATION NO. 393 OF 2022**

**IN THE MATTER OF:**

Ashish Kumar Dwivedi

.... Applicant

Versus

State of Uttar Pradesh & Ors.

...Respondents

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DATE: 19.04.2023

PLACE: New Delhi

FILED BY:

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ORIGINAL APPLICATION NO. 393 OF 2022

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...Respondents



**REPLY ON BEHALF OF RESPONDENT M/S SHRI KANHA CONSTRUCTIONS TO THE ADDITIONAL OBSERVATIONS OF SCIENTIST 'D' CPCB DATED 11.11.2022 AND REPLY TO THE CONTENTS OF THE ORIGINAL APPLICATION QUA THE ANSWERING RESPONDENT**

I, Anil Dixit, aged about 39 years, son of Shri Radhey Shyam Dixit, Proprietor of M/s Shri Kanha Constructions; resident of Geru Wala Bangla, Tyagi Nagar, Morar, Gwalior, M.P.-474006, at present at Noida, the deponent, do hereby solemnly affirm and declare as under:-

1. That the deponent is the proprietor of the abovementioned firm and as such, he is fully conversant with the facts of the case deposed to hereinafter.
2. That I have read the above noted Original Application and have understood the same fully.
3. That at the outset of this affidavit, I deny each and every averment of facts made in the said Original Application and Additional Submissions of Scientist of CPCB dated 11.11.2022 save and except those which are admitted by me hereinafter specifically.
4. That the answering respondent craves leave of this Hon'ble Tribunal to file the present composite reply to the additional observations



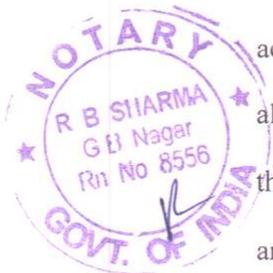
made by the Scientist 'D' CPCB dated 11.11.2022 and the contents of Original Application, qua the answering respondent.

5. That the answering respondent most respectfully submits as under:
- I. Objections to the additional observations of Scientist 'D' CPCB dated 11.11.2022

- a. That this Hon'ble Tribunal vide order dated 26.05.2022 constituted a joint committee to file its factual and action taken report qua the allegations in the OA. The operative part of the order is reproduced below:

*"7. The allegations made require due verification and immediate remedial action. Accordingly, we constitute a Joint Committee of representatives of Director, Mining and Geology, Government of Uttar Pradesh, CPCB, State PCB and District Magistrate, Hamirpur and direct the Joint Committee to meet within four weeks and undertake site visits, look into the grievances of the applicant, allegations regarding illegal mining, violation of Consent Conditions, SSMG, 2016 and EMGSM, 2020 and take requisite action by following due process of law. The State PCB will be the Nodal agency for coordination and compliance. Factual and action taken report may be furnished within two months by e-mail at [judicial-ngt@gov.in](mailto:judicial-ngt@gov.in) preferably in the form of searchable PDF/OCR Support PDF and not in the form of Image PDF."*

Therefore, the scope of the Joint Committee was to give factual and action taken report after undertaking site visits and duly verifying the allegations contained in the OA. Thus, it is respectfully submitted that the facts at the site were to be stated 'as it is' and were not to be arbitrarily interpreted and derived from documents by delving into a roving enquiry.



b. That this Hon'ble Tribunal had constituted a joint committee comprising of various officers of different departments. The said committee was to submit its factual and action taken report 'jointly'. The additional observations of CPCB scientist apart from the report of the joint committee was an individual observation as opposed to joint report. It does not bear signatures or concurrence of other committee members. It is clearly against the spirit of the joint committee and is beyond the scope of the order dated 26.05.2022 of this Hon'ble Tribunal. Rather, by submitting additional submissions without the other members' endorsement, CPCB has casts aspersions on the other members, which is a very serious issue. Thus, it has no legal sanctity and is inadmissible in law and should be taken into cognizance.

c. Issues related to mismatching of co-ordinated of Lease Area.

i. It is respectfully submitted that M/s Shri Kanha Constructions has been conducting mining operations as per the area allotted to it by the concerned department. The LOI issued to it vide letter dated 26.02.2018 mentioned only the Khand no. i.e. Khand No. 23/13 of village Bhedi Kharka, Tehsil Sarila, Hamirpur, it mentioned the mining area to be 12.145 hectare. No GPS co-ordinates were mentioned in the LOI. The EC dated 24.11.2018 to the answering respondent vide general condition no. 4 interalia provided that "*precise mining area will be jointly demarcated at site by project proponent and officials of Mining/Revenue department prior to starting of the*



*mining operations.*” Thus, the site was identified after carrying out the above stated demarcation exercise. It is also relevant to state here that the change of GPS coordinates did not result in change in mining area, khasra numbers, entailing capacity with change in process and or mining technology, modernization and scope of working which would have warranted a new EC as per the provisions of EIA Notification, 2006.

- ii. It is stated in the additional observation that the allotted lease is mid-stream. The said averment is incorrect. It is submitted that the flow of river stream is dynamic. It varies according to the season. During lean season, the stream reduces drastically thereby exposing banks to a greater extent. From this exposed bank, mining is allowed subject to not breaking the phreatic table. It is specifically submitted that M/s Shri Kanha Constructions does not do instream mining and it has not broken the phreatic table for its mining purposes.

- j. Issues related to excess mining:

It is respectfully submitted that the answering respondent is not breaching the total annual volume permitted for mining.

What matters is the total volume because royalty has been paid on the said total volume. The No. of days which are permitted to mining, which in the present case is 275 days can change as the actual effective days may be less than 275 due to various reasons, say rain, festivals etc. Thus, keeping the mineable volume permitted, the mining is done. This factor



has not been taken into consideration by the CPCB representative. It is specifically stated that M/s Shri Kanha Constructions is not using heavy machines except the bar scrapper and loader and their use have been permitted in the EC itself.

k. Issue related to illegal mining and use of heavy machinery:

In this regard it is stated that M/s Shri Kanha Constructions had been imposed fine for violation which was contested by the answering respondent but eventually the competent authority rejected the answering respondent's contentions and therefore the answering respondent paid the fine imposed. The answering respondent is not repeating the said conduct and therefore, now the same may kindly not be taken against it.

l. Issue related to consent permissions under the Water Act.

It is respectfully submitted that the answering respondent could not take the consent under the captioned Acts owing to a confusion which was caused because of a GO dated 02.11.2018 issued by CPCB wherein it was interalia provided that *"For industries requiring EC, issuing of consent by SPCBs/PCCs shall be one step process and EC will be deemed as CTE in such cases. SPCBs/PCCs shall be involved in the process of granting of EC."* However, later it was learnt that the consent has to be taken then the answering respondent immediately applied for the same and was issued the consent by UPPCB vide order dated 25.09.2022. The lapse on the part of the answering respondent on this account is not intentional



and the same may not be taken against the answering respondent and no environmental compensation, as suggested be levied against the answering respondent. It may furthermore be submitted that the CPCB in its GO dated 02.12.2018 had considered and recorded interalia that there may not be value addition in CTE after obtaining EC as most of the conditions laid down in the EC and CTE are similar in nature. Thus, as a corollary, it is submitted that not taking of consent after grant of EC may not be taken as an adverse inference and the mining done in absence of consent but after being granted the EC should not be considered as illegal. It was only an irregularity which has now been regularized by the answering respondent by applying for the consent and after being granted consent on 25.09.2022. In view of the facts and circumstances stated above, the not taking of consent should also not be considered as not complying with the conditions of EC. It is also submitted for this Hon'ble Tribunal's consideration that 'environmental compensation' has its genesis in the 'polluter pays principle'. This means that there has been some damage to the environment and ecology because of the pollution which is caused because of the activity of industry. In the present case, mere not taking of a consent should not be equated to per se causing pollution. Thus, the proposed fine is oblivious to this important facet of Polluter Pays Principle and therefore the same is bad in the eye of law. It is also opposed to the principle of law laid down



by the Hon'ble Supreme Court in this regard in Deepak Nitrite Ltd. v State of Gujarat reported in (2004) 6 SCC 402; which categorically held that, " 6. *The fact that the industrial units in question have not conformed with the standards prescribed by GPCB, cannot be seriously disputed in these cases. But the question is whether that circumstance by itself can lead to the conclusion that such lapse has caused damage to environment. No finding is given on that aspect which is necessary to be ascertained because compensation to be awarded must have some broad correlation not only with the magnitude and capacity of the enterprise but also with the harm caused by it.....However, to say that mere violation of the law in not observing the norms would result in degradation of environment would not be correct.*"

m. The Additional Submissions has not given objective report:

It is respectfully submitted that the report given is not objective. There are images given in the report shown to be near the site of the answering respondent, thereby attempting to prejudice this Hon'ble Tribunal against the answering respondent. It is submitted that Google image no.1 is shown to be near answering respondent. However, the image is that of village Pathreta and is 3.6 kms (as crow flies) away from the site. It is situated across the river channel, on the opposite side of the site. Similarly, Google Image 02 though shown to be near answering respondent, it is of village Himanpura district



Jalaun, which is 4.6 kms (as crow flies) away from the site of the answering respondent and across the river channel on the opposite side of the site. The very fact that a responsible authority is submitting misleading images is very unfortunate and questions the very veracity of additional submissions.

n. The calculation of Environmental Compensation:

It is respectfully submitted that the environmental compensation has devised by the CPCB under judicial orders of this Hon'ble Tribunal and in their guidelines, the CPCB specifically states that the Environmental Compensation is based on the 'Polluter Pays' principle.

In regard to this principle, the Hon'ble Supreme Court in *Council for Enviro Legal Action Vs Union of India* had observed that "once the activity carried on is hazardous or inherently dangerous, the person carrying on such activity is liable to make good the loss caused to any other person by his activity irrespective of the fact whether he took reasonable care while carrying on his activity. The rule is premised on the very nature of the activity carried on." In the present case, environmental compensation has been calculated by mechanically applying a straight-jacket formula. The compensation has been suggested to be imposed for interalia compensation for the number of days mine has been operated without valid consent and compensation on the entire quantity excavated assuming the EC is automatically cancelled as soon as they have started production



without valid consent. It is respectfully submitted that in mining activity, there is no trade effluent discharge that can be categorized as 'hazardous or inherently dangerous.' Not taking of consent may be a lapse on the part of the project proponent, but that per se would not mean that water or air was polluted at a hazardous or dangerous level. When the rule is premised on the very nature of the activity carried on, it was obligatory to have identified the nature of activity being carried on which caused pollution and damaged the environment. The answering respondent was carrying on the activity of mining. It is respectfully submitted that the answering respondent was not doing any mining which could be termed as illegal and causing pollution or environmental degradation. The only lapse was not taking of consent. The nature of mining activity is not such that it involves discharge of untreated effluents or chemicals in the water or Air, which if the consent was not taken would have resulted in the mining becoming a hazardous or inherently dangerous activity. This omission should not be considered *ipse dixit* to have made the legal mining being done by the answering respondent to causing pollution and inviting imposition of environmental compensation by applying a straight-jacket formula. While calculating environmental compensation, the authorities should also consider the kind of activity or omission complained of and whether such activity or omission directly results in pollution at a hazardous level that degrades the environment significantly. Merely the primary activity i.e.



mining in the present case should not be a cause to impose a colossal environmental compensation. There should be a rationale in imposing the environmental compensation. Mining activity per se does not involve any discharge of trade effluent. It is submitted that the provision of portable mobile toilets at the site of the answering respondent, the sewage of which is later on treated, also takes care of any untreated sewage discharge in the water. It is further submitted that the environmental compensation, if applicable, should also take into consideration the entity on which it is proposed to be imposed. It should be reasonable enough to have deterrent effect on the entity and to remediate and restore the environment, but then at the same time it should not sound the death knell of the entity. The environmental compensation suggested to be imposed in the additional submissions has not considered the above germane factors and therefore it deserves to be rejected.

II. Reply to the contents of Original Application

- a. It has been alleged in para 25 of the OA that lease area allotted to the answering respondent includes forest lands. The said allegation is totally baseless and wrong, hence denied. There are no forest lands in the lease area allotted to the answering respondents and hence no forest clearance was required under the Forest Conservation Act, 1980.
- b. The contents of para 27 and 28 are incorrect, misleading and false, hence denied. In reply the contents of para I (c) of the



present reply are reiterated and are not being repeated here for the sake of brevity. It is further submitted that the answering respondent is not carrying any mining activity from the old lease area.

- c. It has been averred in para 29 and 30 of the OA that the answering respondent is employing heavy machinery for mining work and that the sand is being extracted from the riverbed/river shore to a depth which is beyond three meters and is reaching groundwater and photographs at annexure A/14 has been filed. The said averments of para 29 of the OA are incorrect and misleading and hence denied in toto. In reply it is submitted that the answering respondent has been issued EC wherein the permitted method of mining is opencast semi mechanized. The EC was issued on the EIA study wherein it was specifically mentioned that the proposed mining would be done by semi mechanized/OFTM (Other Than Fully Mechanized) method using light earth mover machines i.e. bar scrapers and loaders. Specific condition no. 16 of the EC also provides that "*Mining should be done by Bar scalping methods extraction (typically 0.3-0.6m or 1-2 ft) as per sustainable sand mining guidelines 2016.*" The photographs annexed as Annexure No. A/14 contains photographs of loaders which are being employed to move the stockpiled mined material from ground level and deposit it into an awaiting dump truck. The pile of mined morrum and the truck are also visible in the annexed photograph. Further, the answering respondent is not breaking the phreatic water table while mining



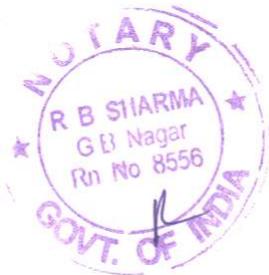
nor is it mining beyond three meters or digging to the extent that it reaches groundwater as alleged. The photographs would also depict that it is loading mined materials and not mining instream or beyond the permitted depth. It is specifically submitted that the answering respondent is not employing any heavy machinery for mining work nor is it mining beyond three meters depth or breaking the phreatic water table.

- d. That the contents of para 42 of the OA are denied being false and in reply it is submitted that the answering respondent has been doing mining within the area allotted to it by the authorities (the same gets reflected in the joint committee report dated 11.11.2022 submitted to this Hon'ble Tribunal at internal page 6 against point no. 4.)

III. CER/CSR Activities done by the answering respondent:

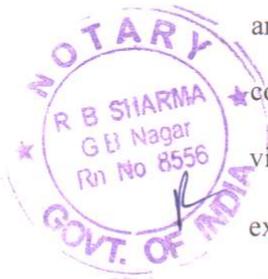
As per O.M. dated 01.05.2018 issued by MoEF&CC, New Delhi regarding Corporate Environmental Responsibility (CER) which states that due to any development/ mining project nearby villages shall be benefited in several ways like, protected water supply, basic health checkup camps, improved infrastructure facilities, employment opportunities etc. The following activities may be undertaken by project proponent in the study area under the supervision of district administration:

- a. Road strengthening.
- b. Road widening



- c. Road creation
- d. School building renovation.
- e. Medical assistance to the beneficiaries
- f. Educational assistance
- g. Plantation
- h. Creation of new drinking water facilities
- i. Repairing of existing drinking water facilities
- j. Creation of public toilets for public use

It is submitted that the cost of the sand/ morrum project located at Khand No. 23/13 in village Bhedi Kharka of District Hamirpur is Rs. 10,45,87,156/- Thus, as per CER OM 2% of the total project cost i.e. Rs. 20,91,743/- is to be spent towards Corporate Environmental Responsibility in the nearby village Bhedi Danda. The proprietor of the project M/s Shri Kanha Construction Company has undertaken several activities for which a sum of Rs. 10,25,000/- were spent. Gram Pradhan of village Bhedi Danda has given recognition about spent of Rs. 4,00,000/- for plantation in the nearby area and Rs. 1,00,000/- were spent in construction of toilet blocks in village Bhedi Danda. Along with this redevelopment of Primary School in the village was also carried out for which Rs. 2,50,000/- were spent and Rs. 2,75,000/- were given for repair of village hand pumps. A copy of the certificate issued by Gram Pradhan of the concerned village i.e. Bhedi Karka, Sarila Hamirpur to the effect recording the expenditure made by the answering respondent as stated above is Annexed herewith and marked as **Annexure No. R1.**



Further, copies of photographs of the work done by the answering respondent are collectively annexed herewith and marked as **Annexure No. R2**.

That in view of the facts and circumstances stated hereinabove, the Applicant is not entitled to any relief qua the answering respondent.

That the above facts are being placed for the kind consideration of this Hon'ble Tribunal.

  
DEPONENT

Verification

I, the deponent, above-named do hereby verify that the contents of above reply are true to my personal knowledge. No part of this affidavit is false and nothing material has been concealed. So help me God.

VERIFIED ON THIS THE 18<sup>TH</sup> DAY OF APRIL, 2023 AT NOIDA.

  
DEPONENT



ATTESTED  
  
RAMBIR SHARMA  
Advocate Notary  
Dadri (G.B. Nagar)

18 APR 2023

**धीरज सिंह चौहान (प्रधान)**

राष्ट्रीय पंचायतीराज प्रधान संघ जिला उपाध्यक्ष

ग्राम पंचायत- भेड़ी डांडा, वि.ख.- सरीला

जनपद- हमीरपुर (उ.प्र.)



निवास- ग्राम- भेड़ी डांडा

वि.ख.- सरीला

जनपद- हमीरपुर (उ.प्र.)

मो.- 7985743386

पत्रांक:

दिनांक:

### प्रमाण पत्र

ग्राम पंचायत भेड़ी खरका खण्ड सं०- 23/13 तसील सरीला जिला हमीरपुर के कार्य क्षेत्र में वित्तीय वर्ष 2019-20 में सर्वश्री श्री कॉन्हा कंस्ट्रक्शन कम्पनी द्वारा निम्नलिखित अवस्थापना एवं सामाजिक विकास कार्य कराये गये है।

1. कार्य का विवरण: ग्राम भेड़ी में शौचालय का निर्माण ।

लागत (लगभग): रूपये 1,00,000/-

2. कार्य का विवरण: गाँव में हैण्डपम्प की मरम्मत का कार्य।

लागत (लगभग): रूपये 2,75,000/-

ग्राम पंचायत एवं ग्राम सभा भेड़ी खरका, जनपद, हमीरपुर इस सहयोग को साभार उल्लिखित करती हैं।

धीरज सिंह



(ग्राम प्रधान)

मोहर

**धीरज सिंह चौहान (प्रधान)**

राष्ट्रीय पंचायतीराज प्रधान संघ जिला उपाध्यक्ष

ग्राम पंचायत- भेड़ी डांडा, वि.ख.- सरीला

जनपद- हमीरपुर (उ.प्र.)



निवास- ग्राम- भेड़ी डांडा

वि.ख.- सरीला

जनपद- हमीरपुर (उ.प्र.)

मो.- 7985743386

पत्रांक:

दिनांक:

### प्रमाण पत्र

ग्राम पंचायत भेड़ी खरका खण्ड सं०- 23/13 तसील सरीला जिला हमीरपुर के कार्य क्षेत्र में वित्तीय वर्ष 2021-22 में सर्वश्री श्री कॉन्हा कंस्ट्रक्शन कम्पनी द्वारा निम्नलिखित अवस्थापना एवं सामाजिक विकास कार्य कराये गये है।

1. कार्य का विवरण: ग्राम भेड़ी में प्राथमिक विद्यालय का पुनर्विकास कार्य।  
लागत (लगभग): रूपये 2,50,000/-

ग्राम पंचायत एवं ग्राम सभा भेड़ी खरका, जनपद, हमीरपुर इस सहयोग को साभार उल्लिखित करती हैं।

*धीरज सिंह*



(ग्राम प्रधान)

मोहर

**धीरज सिंह चौहान (प्रधान)**  
 राष्ट्रीय पंचायतीराज प्रधान संघ जिला उपाध्यक्ष  
 ग्राम पंचायत- भेड़ी डांडा, वि.ख.- सरीला  
 जनपद- हमीरपुर (उ.प्र.)



निवास- ग्राम- भेड़ी डांडा  
 वि.ख.- सरीला  
 जनपद- हमीरपुर (उ.प्र.)  
 मो.- 7985743386

पत्रांक:

दिनांक:

प्रमाण पत्र

ग्राम पंचायत भेड़ी खरका खण्ड सं०- 23/13 तसील सरीला जिला हमीरपुर के कार्य क्षेत्र में वित्तीय वर्ष 2022-23 में सर्वश्री श्री कॉन्हा कंस्ट्रक्शन कम्पनी द्वारा निम्नलिखित अवस्थापना एवं सामाजिक विकास कार्य कराये गये है।

1. कार्य का विवरण: ग्राम भेड़ी डांडा में पौधारोपण का कार्य।  
 लागत (लगभग): रूपये 4,00,000/-

ग्राम पंचायत एवं ग्राम सभा भेड़ी खरका, जनपद, हमीरपुर इस सहयोग को साभार उल्लिखित करती हैं।

धीरज सिंह



(ग्राम प्रधान)

मोहर

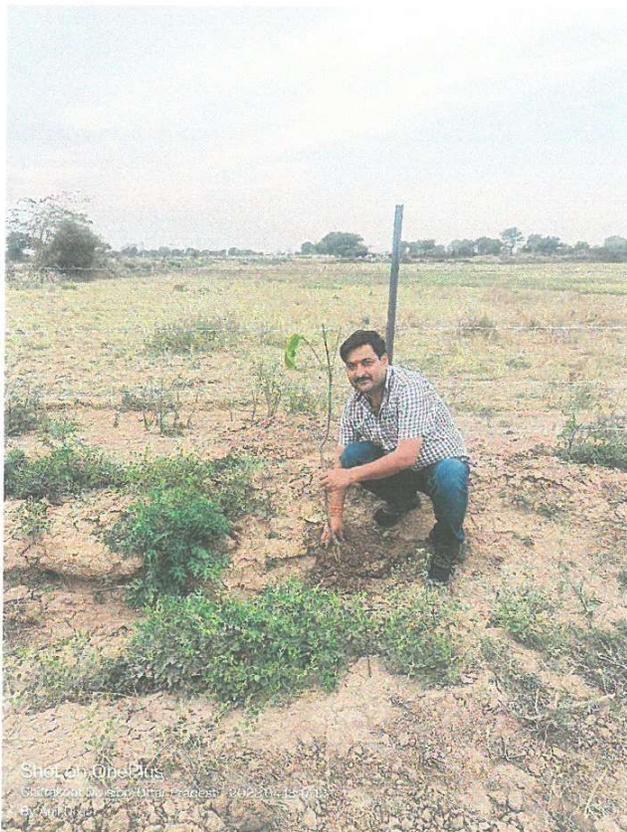
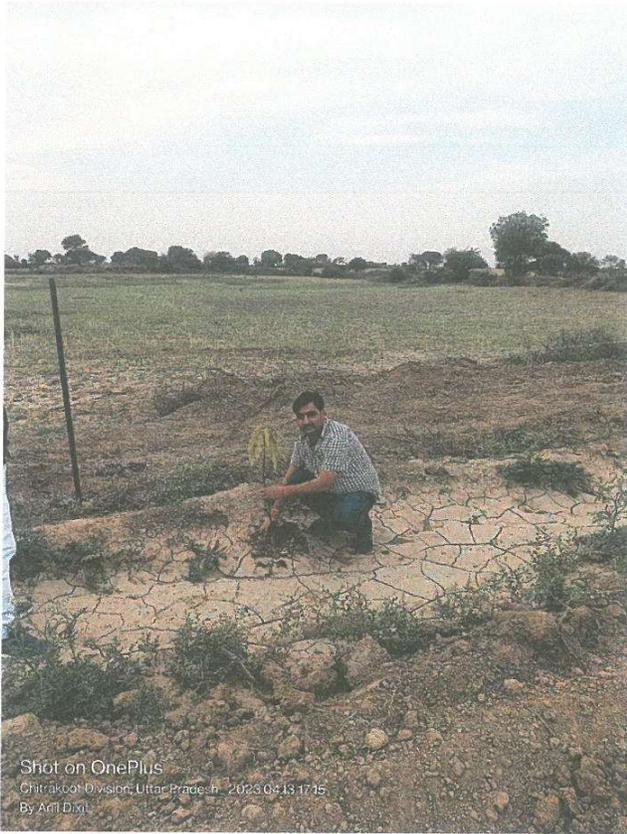
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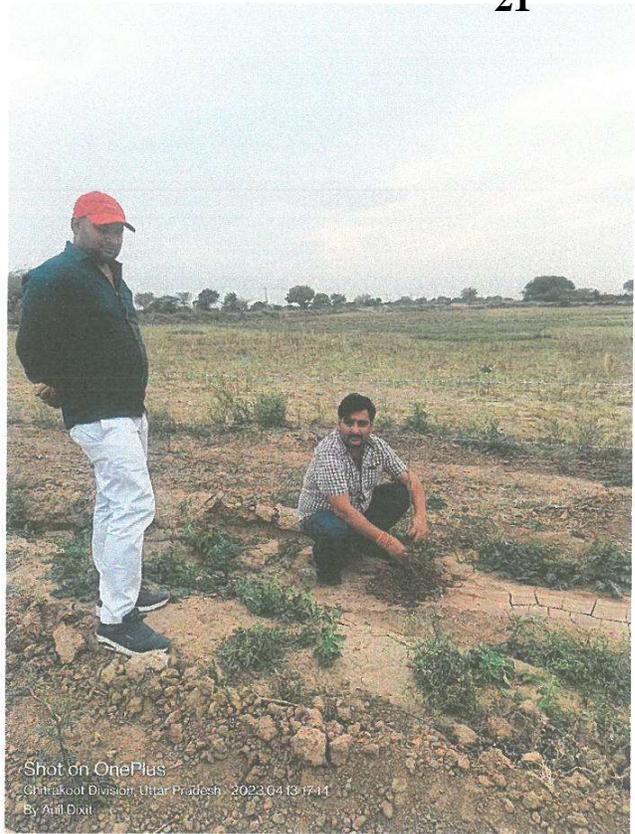
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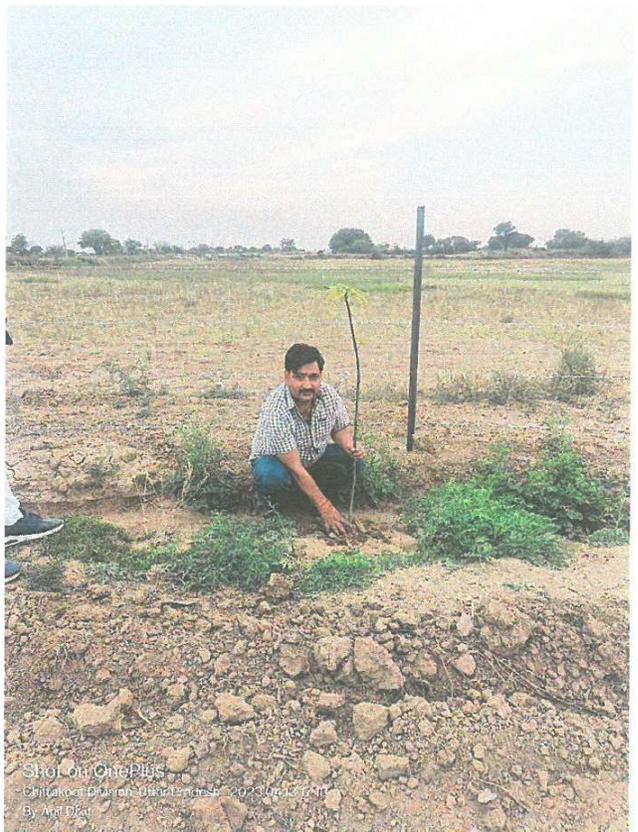




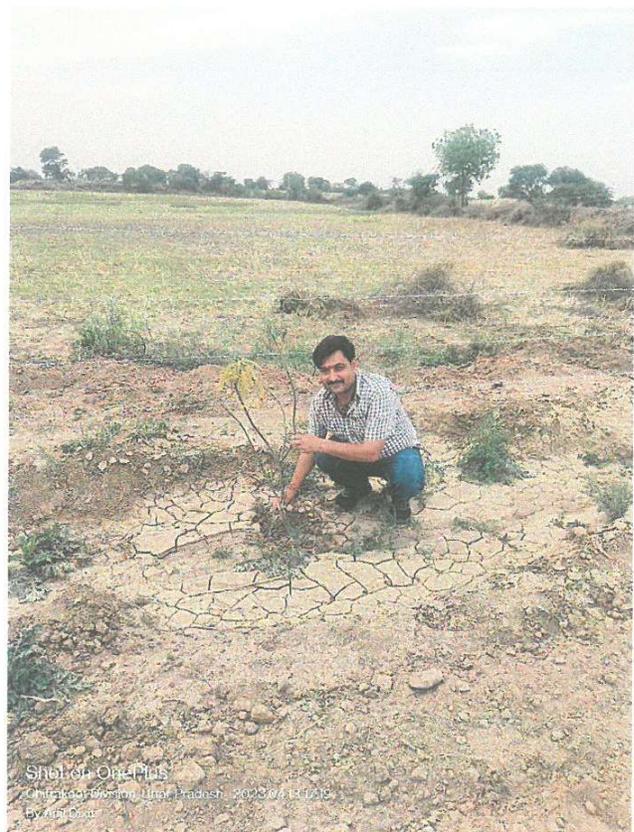
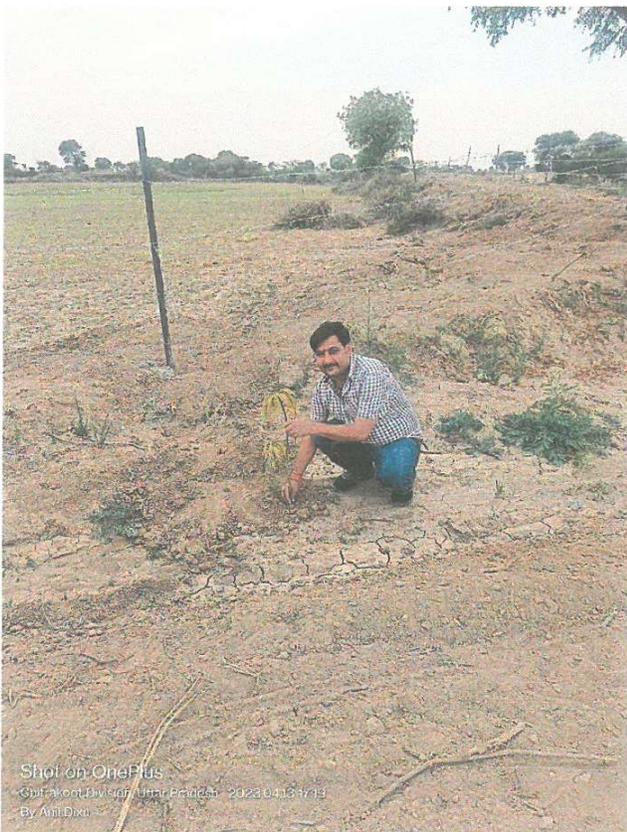
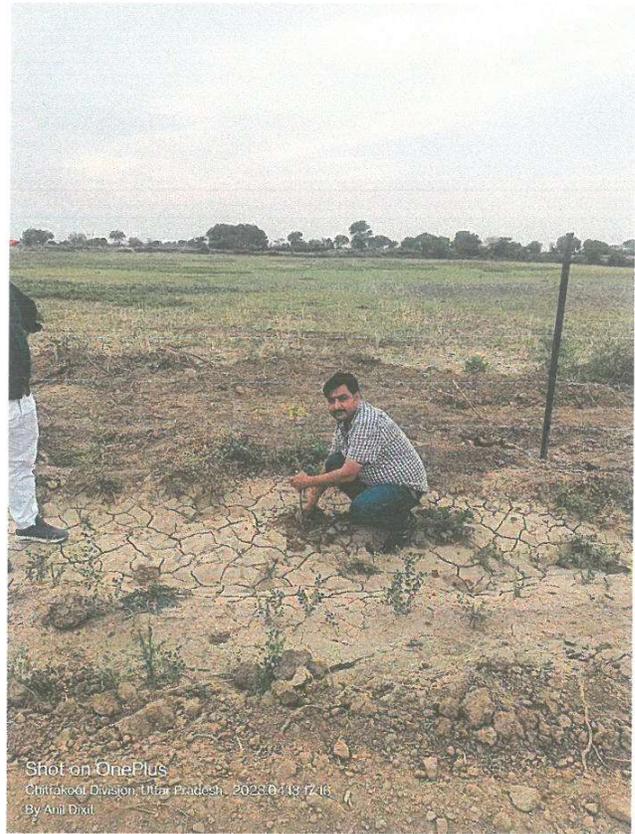
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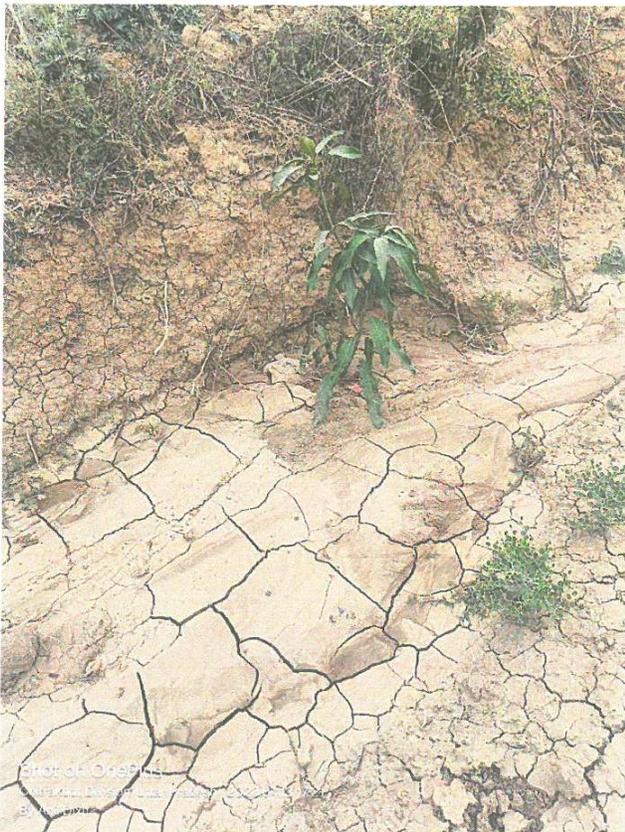
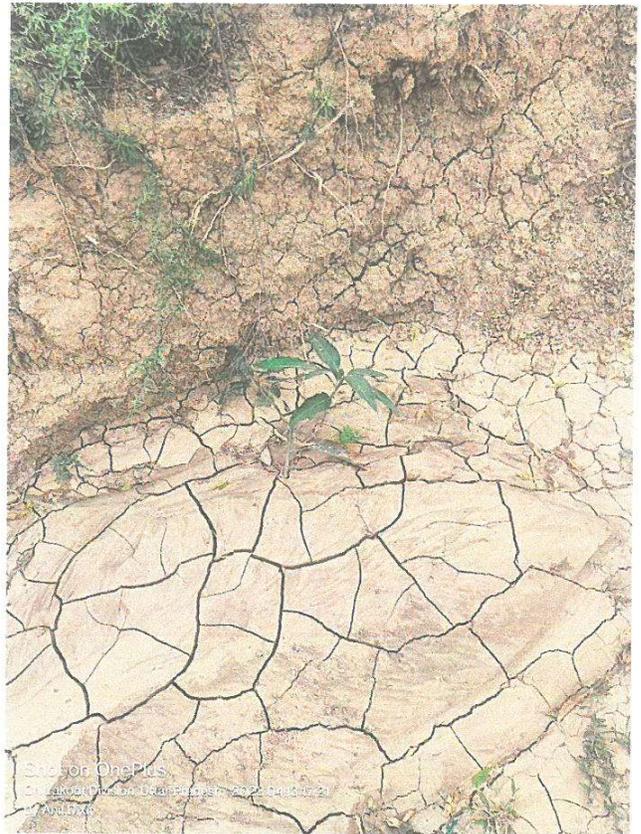
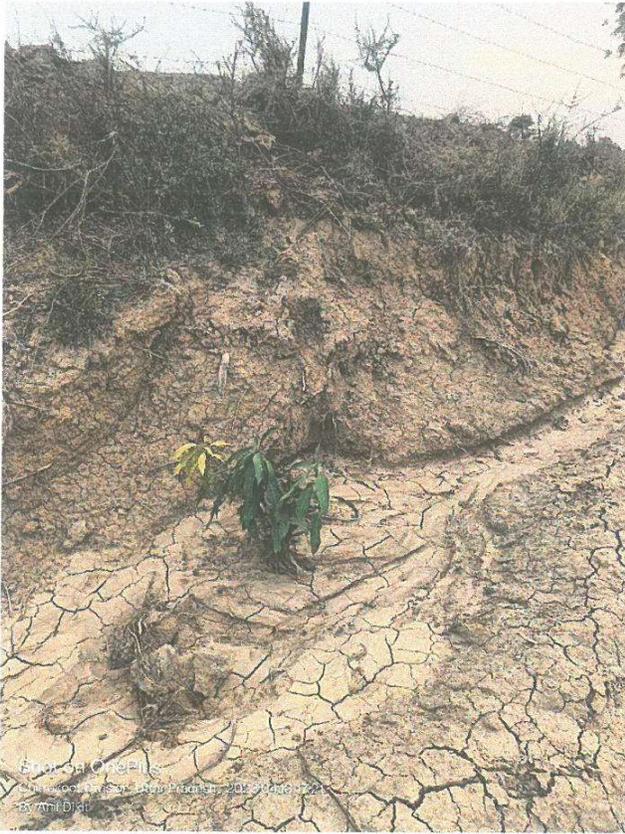


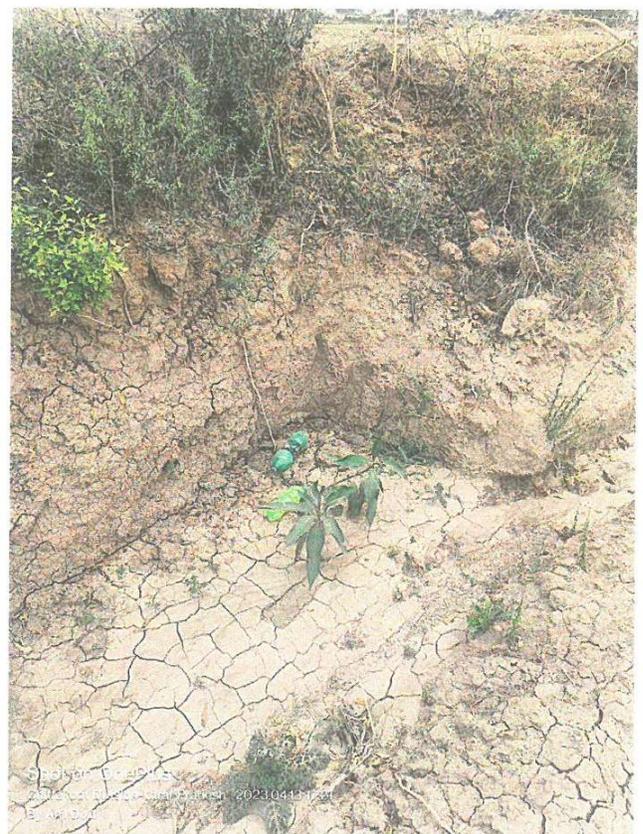
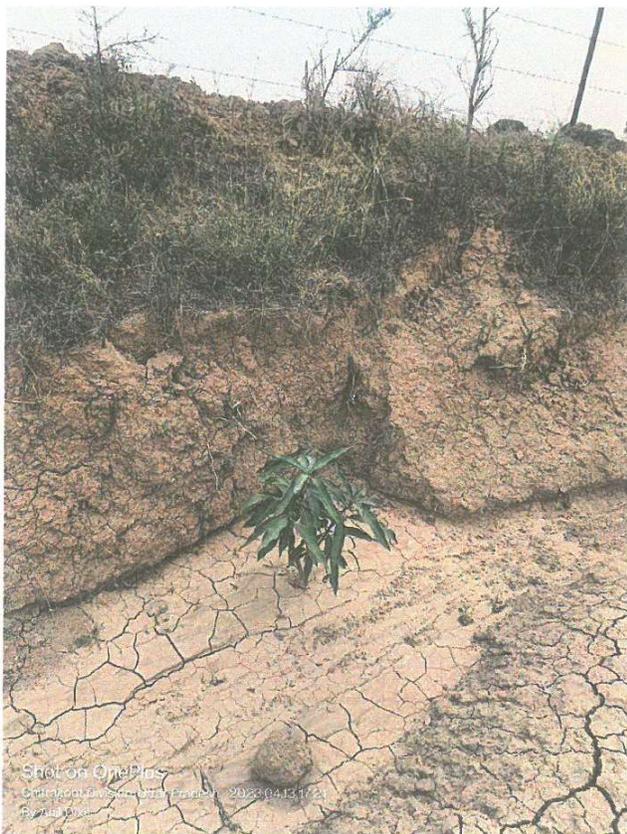
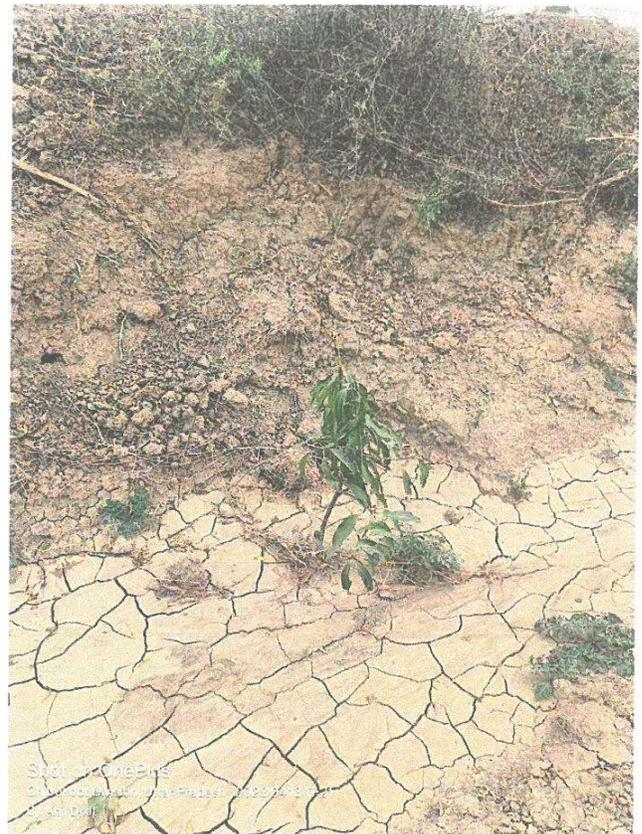
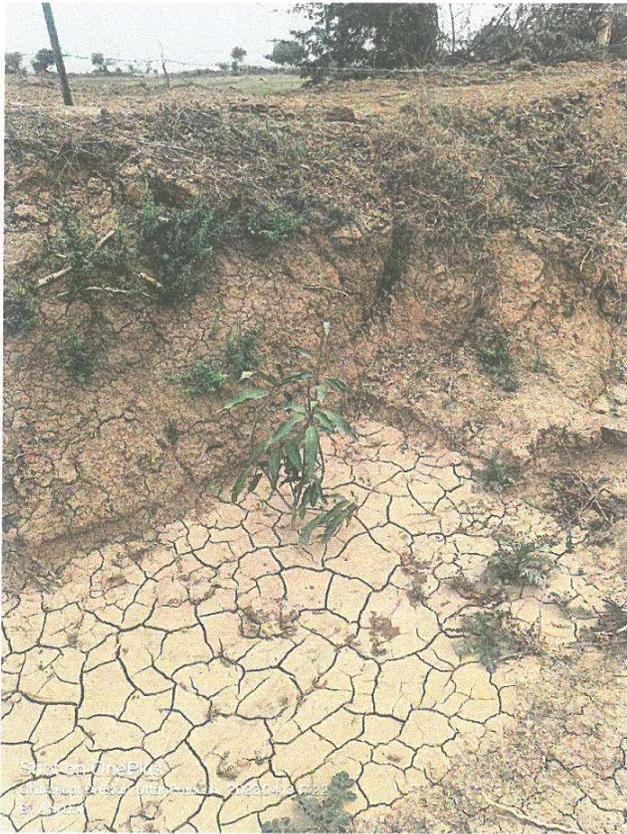
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By Anil Dixit



Shot on OnePlus  
Ghantaakoot Division, Uttar Pradesh, 2023-04-13 17:11  
By Anil Dixit

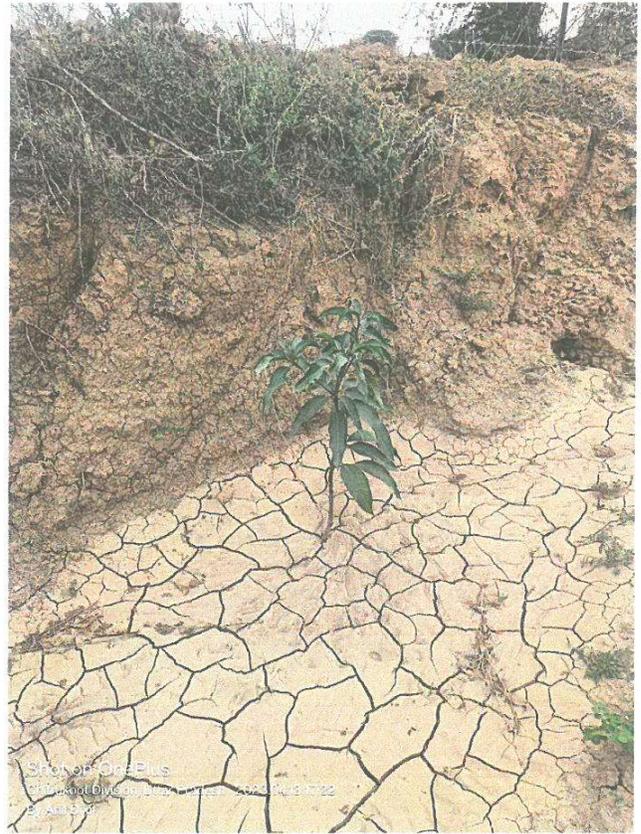




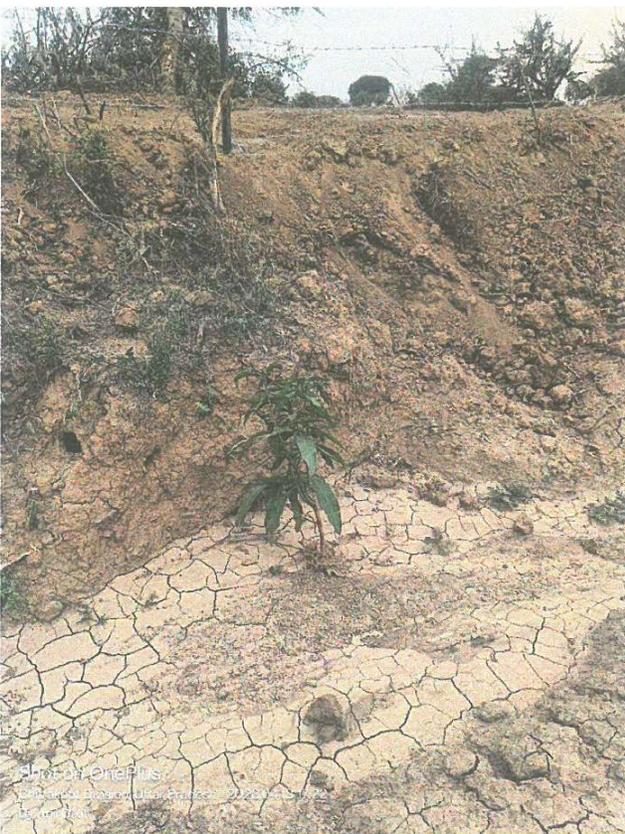




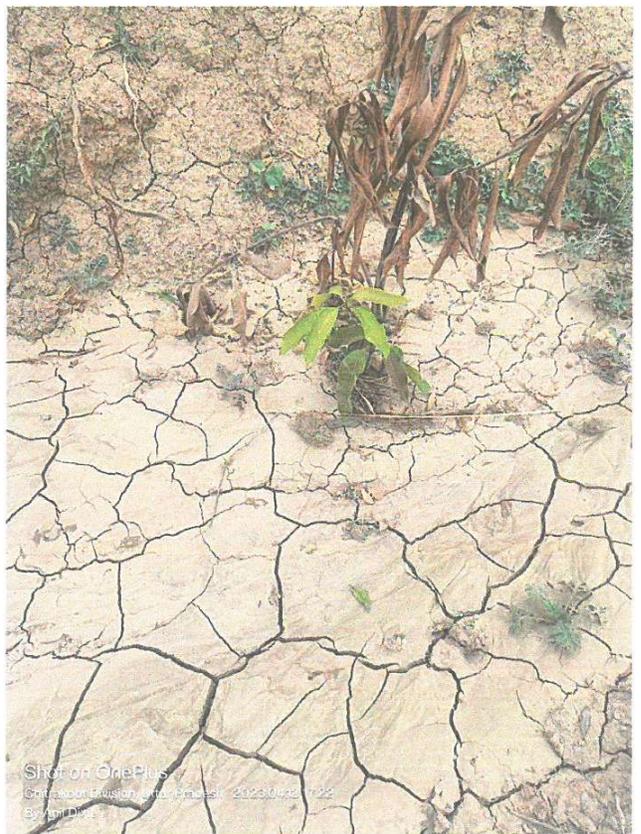
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By Anshu Dutt



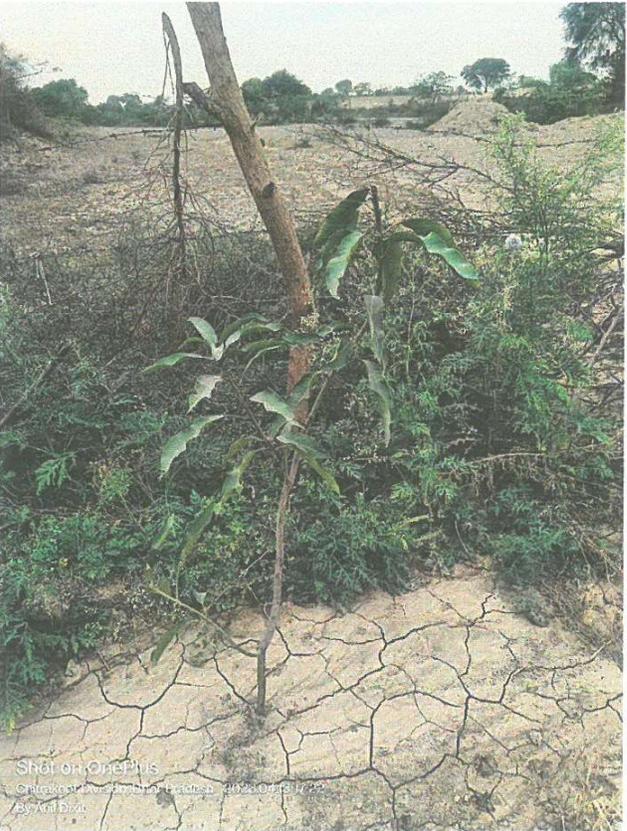
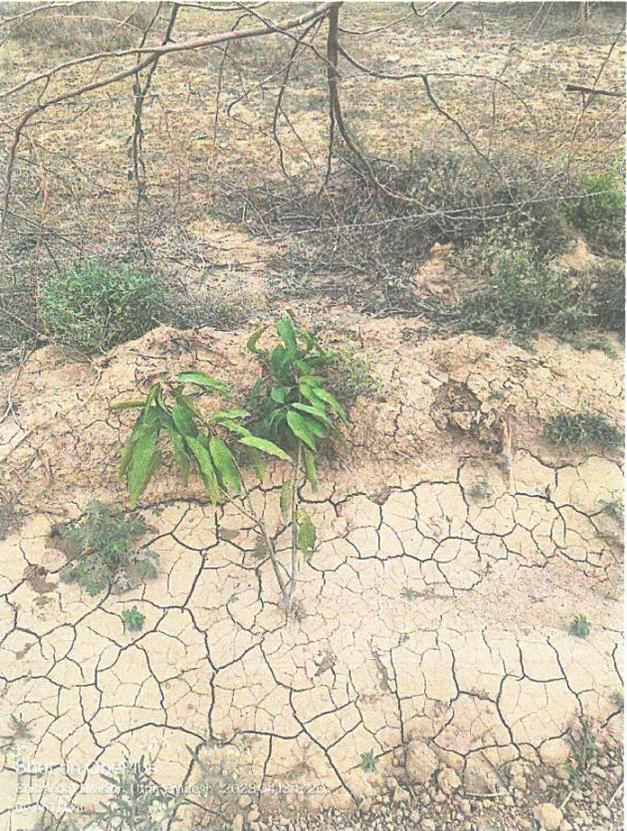
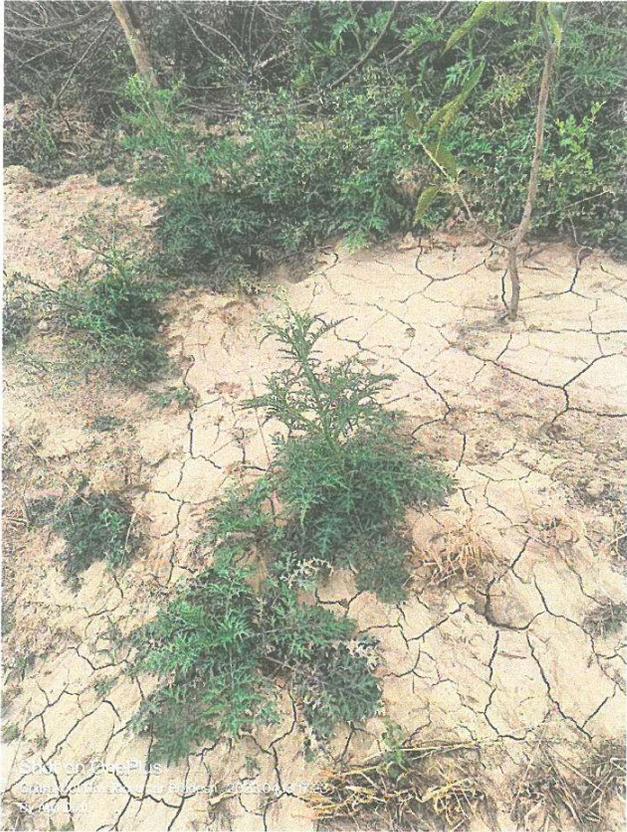
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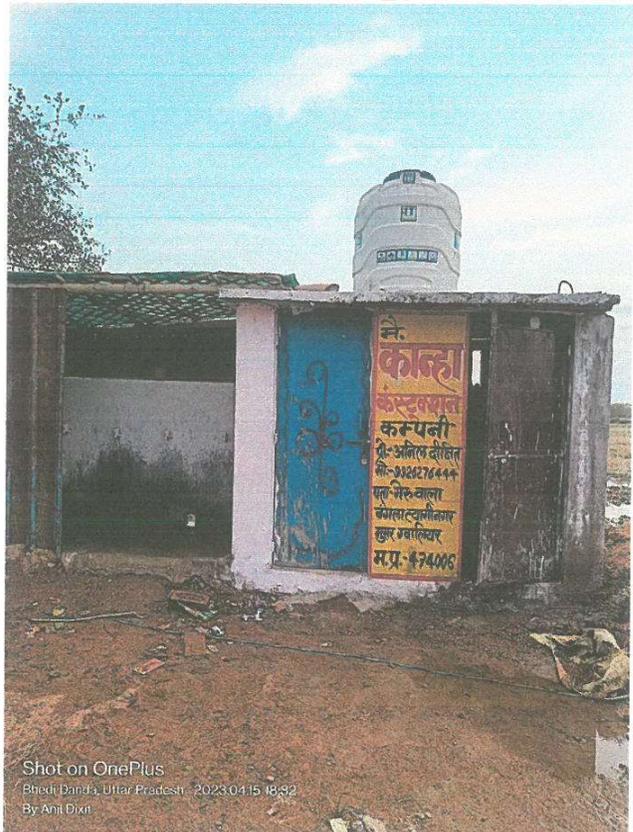


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By Anshu Dutt



Shot on OnePlus  
Chitradongri Division, Uttar Pradesh, 2023/04/19 17:22  
By Anshu Dutt









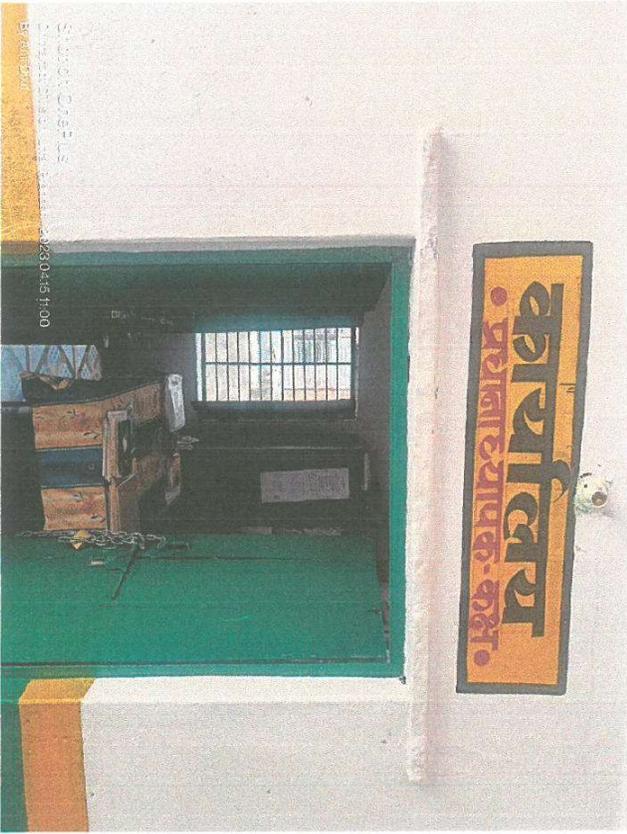
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Chennai Division, Uttar Pradesh 2023.04.15 11:01  
By Anil Dixit

Shot on OnePlus  
Chennai Division, Uttar Pradesh 2023.04.15 11:01  
By Anil Dixit

Shot on OnePlus  
Chennai Division, Uttar Pradesh 2023.04.15 11:01  
By Anil Dixit

Shot on OnePlus  
Chennai Division, Uttar Pradesh 2023.04.15 11:01  
By Anil Dixit





Shot on OnePlus  
Chennai/Delhi/India Pradesh 2023.04.18  
By Anil Dora

Shot on OnePlus  
Chennai/Delhi/India Pradesh 2023.04.18  
By Anil Dora

Shot on OnePlus  
Chennai/Delhi/India Pradesh 2023.04.18 11:00  
By Anil Dora

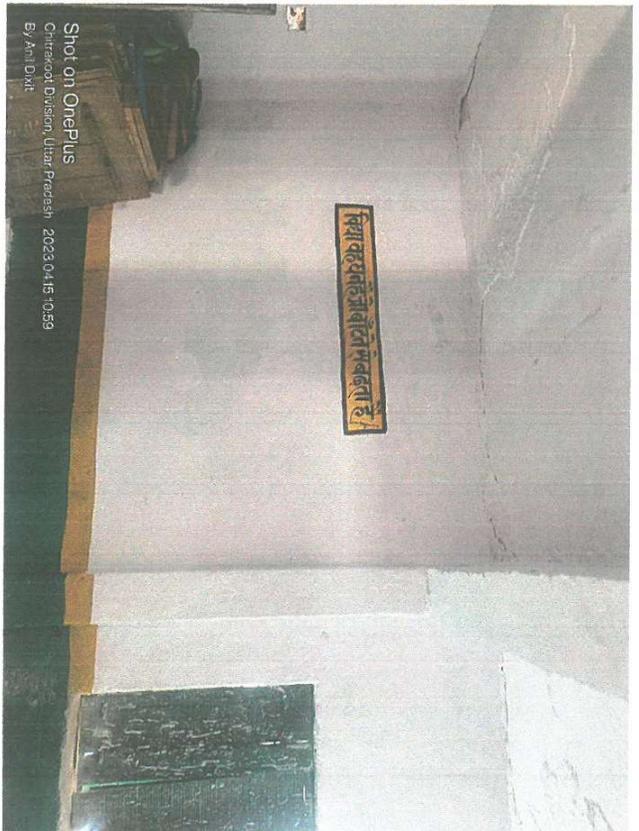
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Chennai/Delhi/India Pradesh 2023.04.18  
By Anil Dora



Shot on OnePlus  
Chitkoot Division, Uttar Pradesh 2023/04/15 11:00  
By Anil Dixit



Shot on OnePlus  
Chitkoot Division, Uttar Pradesh 2023/04/15 10:59  
By Anil Dixit



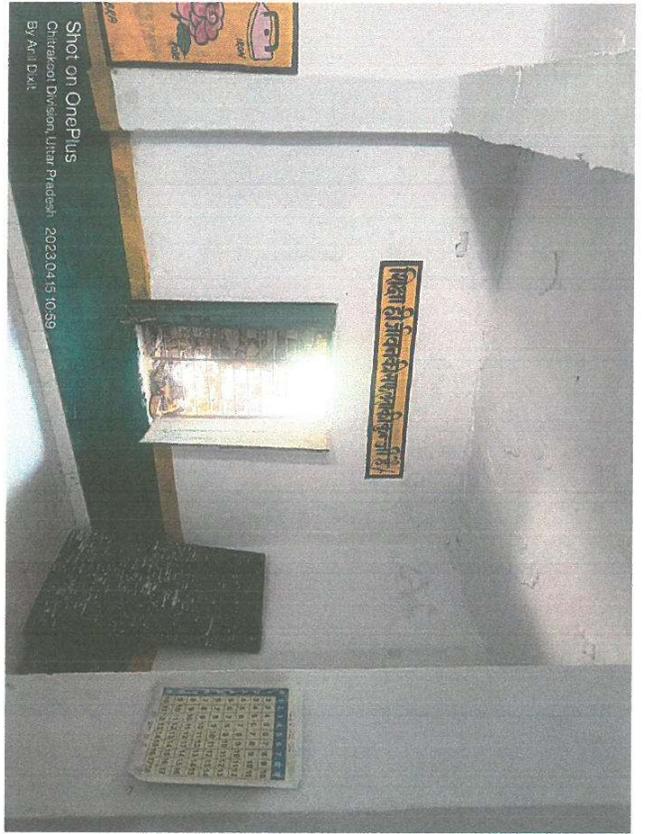
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By Anil Dixit



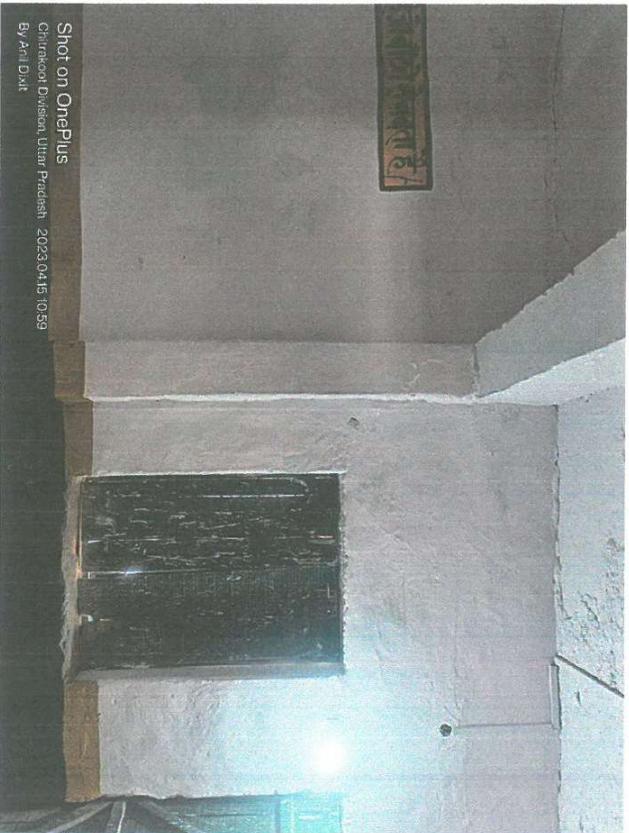
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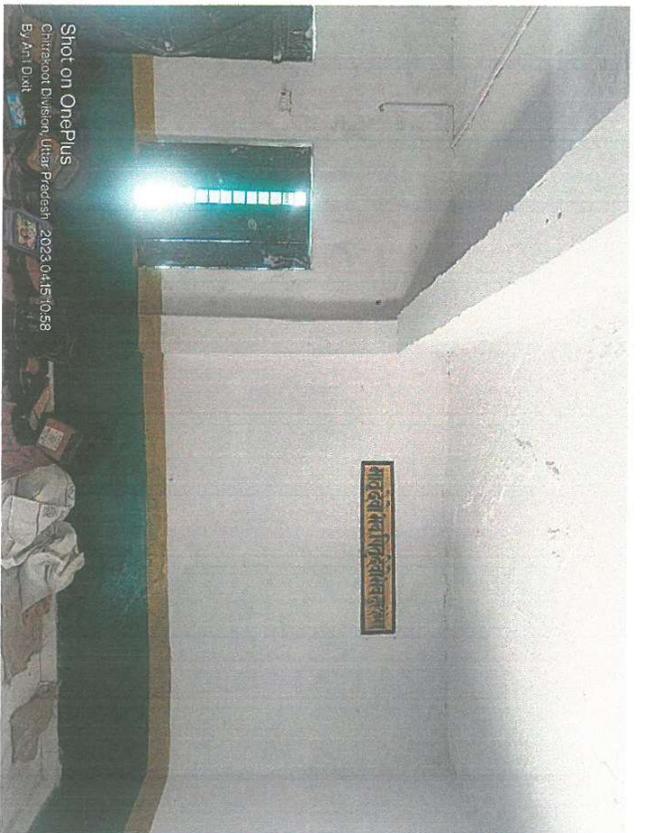
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By Anil Dixit



Shot on OnePlus  
Chitrakoot Division, Uttar Pradesh 2023.04.15 10:59  
By Anil Dixit



Shot on OnePlus  
Chitrakoot Division, Uttar Pradesh 2023.04.15 10:59  
By Anil Dixit



Shot on OnePlus  
Chitrakoot Division, Uttar Pradesh 2023.04.15 10:58  
By Anil Dixit



Shot on OnePlus  
Chitrakoot Division, Uttar Pradesh, 2023/04/15 10:58  
By An Dixit



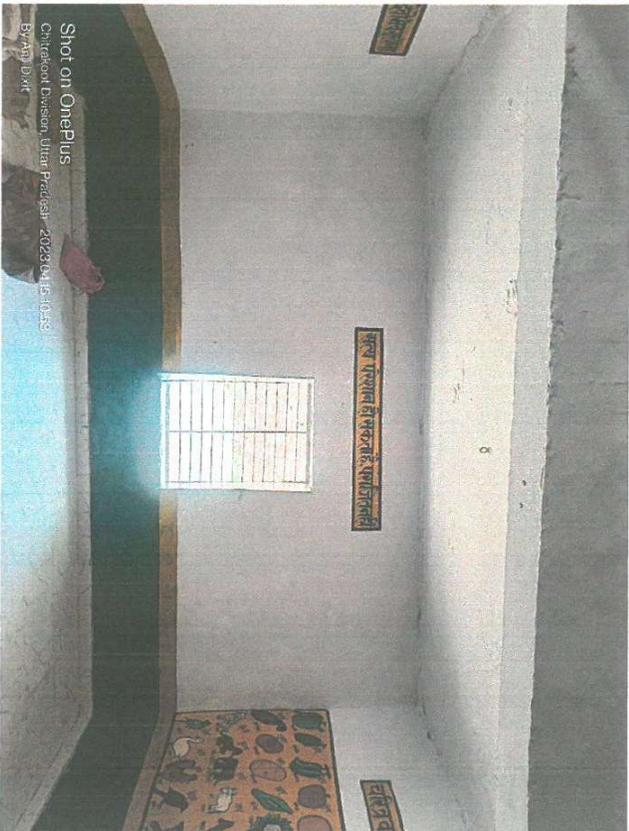
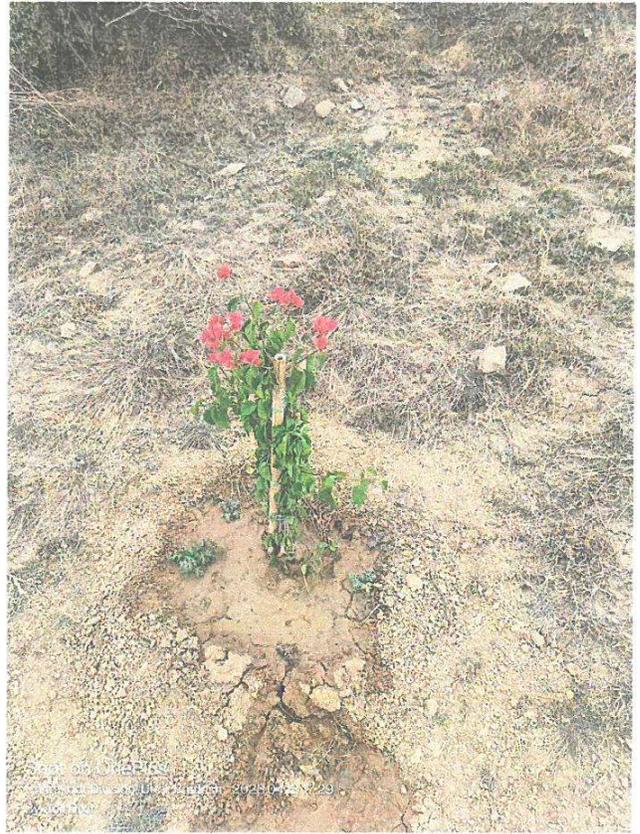
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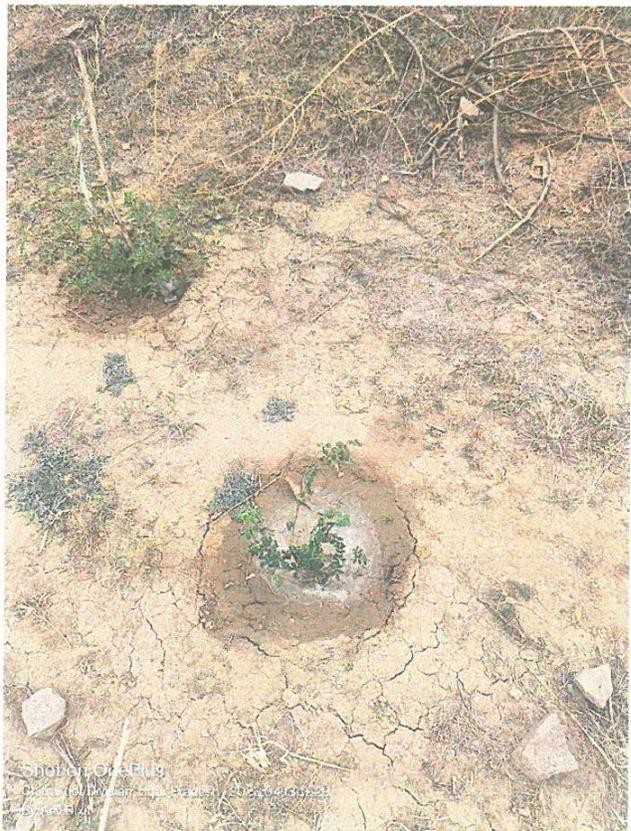
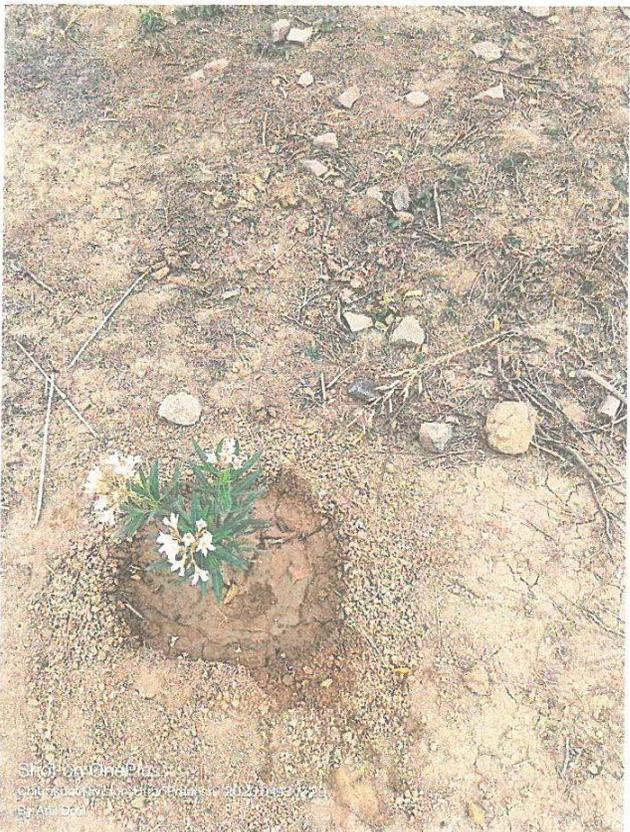


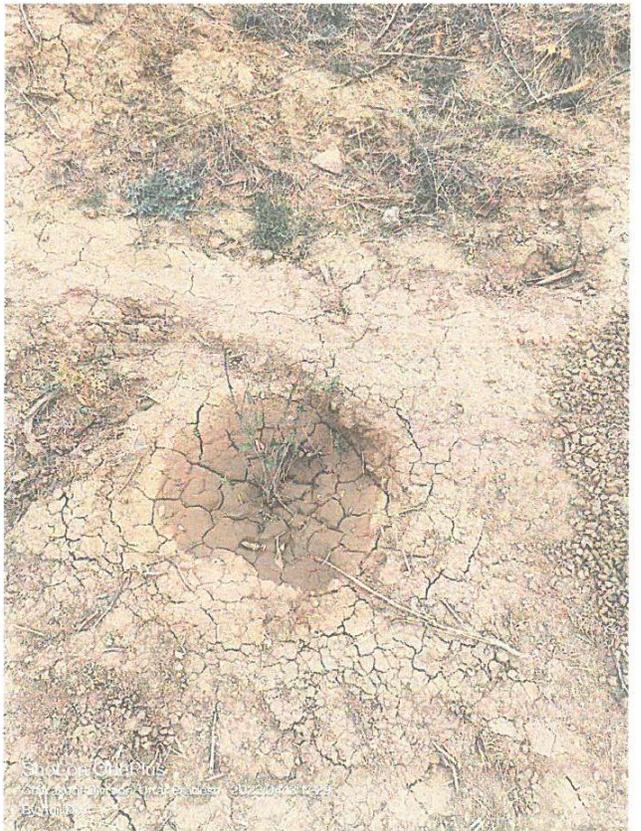
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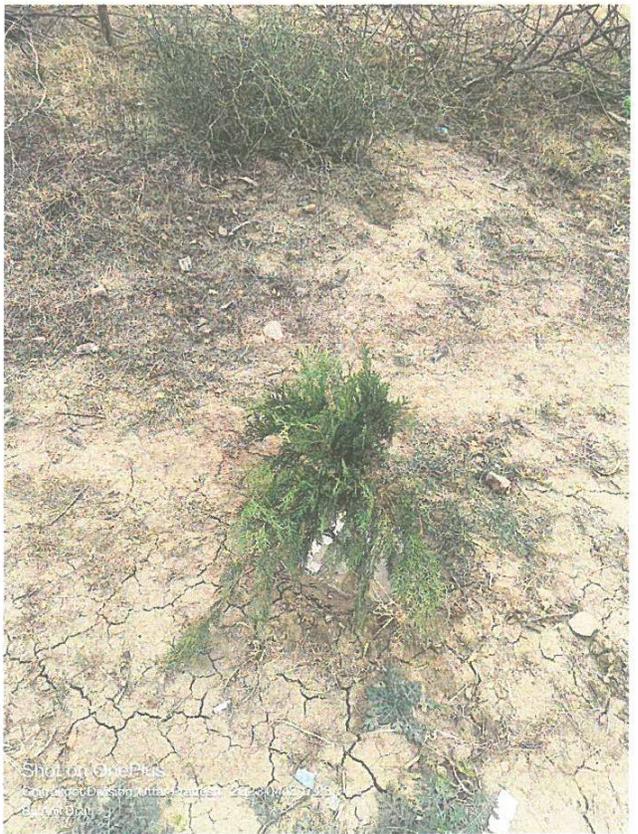
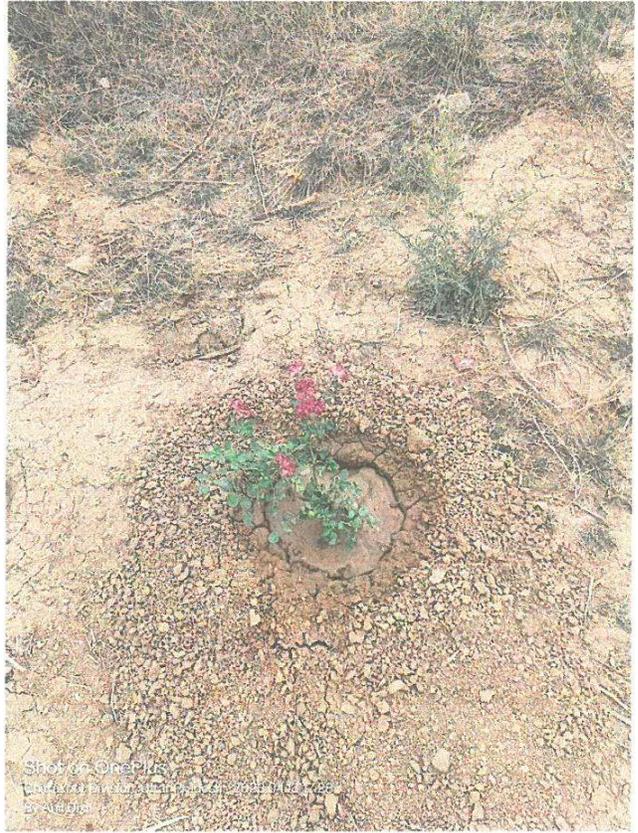


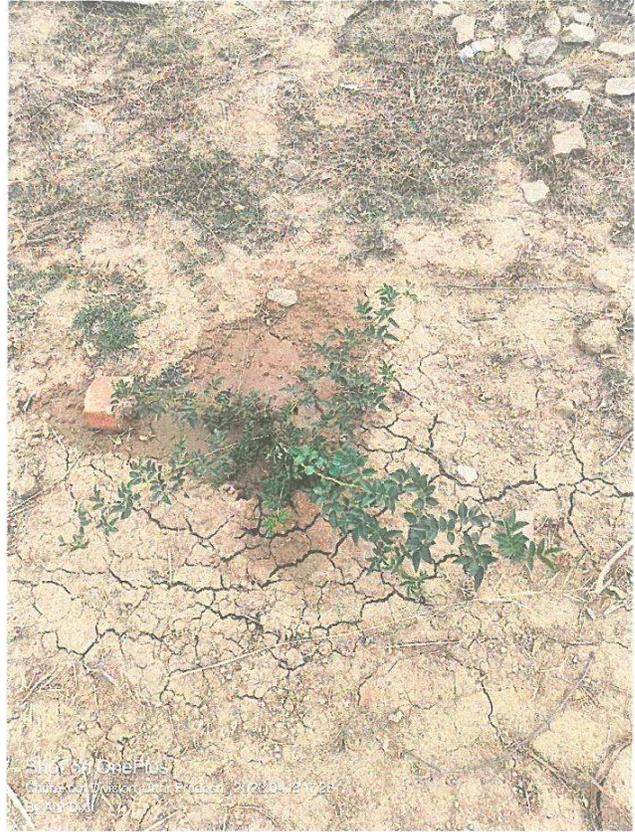
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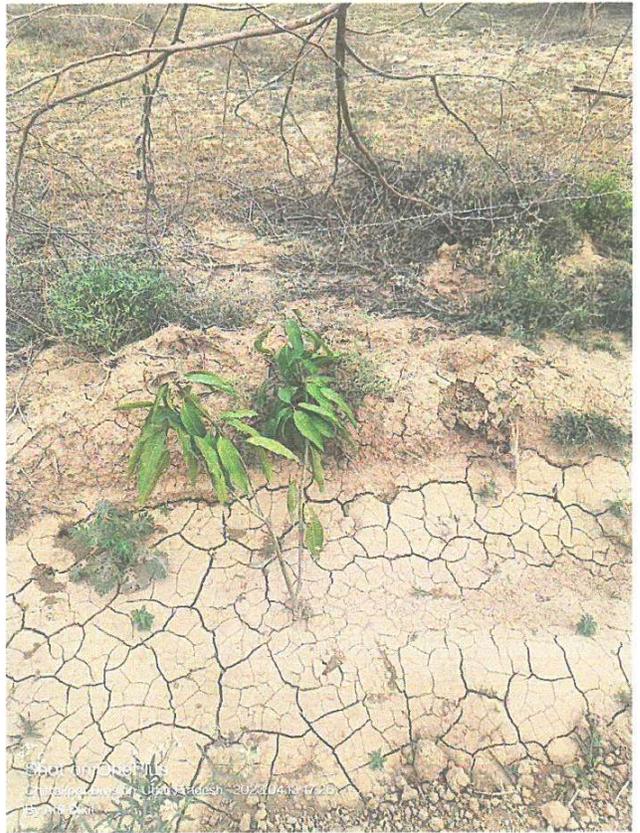
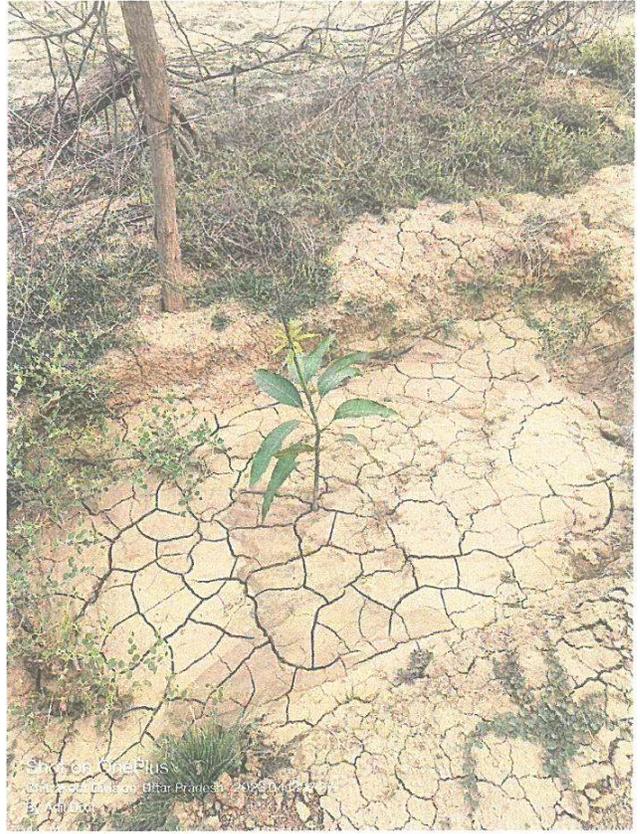














*Ali*

**True copy**



IN THE MATTER

Ashish Kumar Dwivedi.....Applicant/ Appellant

VERSUS

State of Uttar Pradesh & Ors......Respondent

Know all to whom these presents shall come that I/we Anil dixit..... the above name..... Do hereby appointment

**ABHISHEK YADAV Advocate (UP/2682/2006)**  
16 Central Lane, Bengali Market, New Delhi-01  
A-10, SECTOR 61 NOIDA-201301, Mob No.- 09312342505 ,  
E-mail : kdev.abhishek@gmail.com

hereinafter called Advocate to be my/our Advocates in the above noted case and authorise them

To Act appear and plead in the above-noted case in the Tribunal or in any other Court in which the same may be tried or heard and also in the appellate Courts including High Court.

To sign, verify and present pleadings, replications, appeals, cross-objections for executions, review, revision, restoration, withdrawal, compromise or other petitions, replies objections or affidavits or other documents as may be deemed necessary or proper for the prosecution of the said case in all its stages.

To file and take back document.

To withdraw, or compromise the said case or submit to arbitration any differences or disputes that may arise touching or in any manner relating to the said case.

To take out execution proceedings.

To deposit, withdraw and receive moneys, cheques and grant receipt thereof and to do all other acts and things which may be necessary to be done for the progress and in the course of prosecution of the said case.

To appoint and instruct any other legal practitioner authorising him to exercise the power and authority hereby conferred upon the Advocate whenever he may think fit to do so & to sign the power of attorney on our behalf.

And I / we the undersigned do hereby agree to ratify and confirm all acts done by the Advocates or his substitute in the matter as my/our own acts as if done by me/us to all intents and purpose.

And I/we undertake that I/we or my/our duly authorised agent would appear in Court on all hearing and will inform the Advocate for appearance when the case is called.

And I/we undersigned to hereby agree not to hold the Advocate or his substitute responsible for the result of the said case in consequence of his absence from the Court when the said case is called up for hearing or for any negligence of the said Advocate or his substitute.

And I/we the undersigned do hereby agree that in the event of the or any part of the fee agreed by me/us to be paid the Advocate remaining unpaid, he shall be entitled to withdraw from the prosecution of the said case until the same is paid if costs are allowed for an adjournment the Advocate would be entitled to the same.

IN WITNESS WHEREOF I/we do hereunto set my/our hand to these presents the contents the which have been understood by me/us this ..18.04.2023.....day of 2022.

Identified & Accepted

  
(ABHISHEK YADAV)  
Advocate

Client

  
For Kanha Construction Co.

Proprietor

