

N.D.H.:05.03.2025

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL  
PRINCIPAL BENCH, NEW DELHI  
ORIGINAL APPLICATION NO.1285 OF 2024**

**IN THE MATTER OF:**

SMT. NEELAM & ANOTHER .....APPLICANTS  
VERSUS  
STATE OF UTTAR PRADESH & OTHERS .....RESPONDENTS  
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Place: New Delhi

Date: 01.03.2025

FILED BY:

  
**(GAURAV AGARWAL)**

Advocate for Respondent No.7  
Nagar Nigam Jhansi

GRV LEGAL  
Advocates and Legal Consultants  
O-703, Aditya Mega City,  
VaibhavKhand, Indirapuram,  
Ghaziabad, U.P. NCR- 201014  
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**BEFORE THE NATIONAL GREEN TRIBUNAL, PRINCIPAL  
BENCH, NEW DELHI  
ORIGINAL APPLICATION NO. 1285 OF 2024**

**IN THE MATTER OF:**


SMT. NEELAM & ANOTHER ..... APPLICANTS

VERSUS

STATE OF UTTAR PRADESH & OTHERS .... RESPONDENTS

**REPLY ON BEHALF OF THE RESPONDENT NO.  
7, MUNICIPAL COMMISSIONER, JHANSI NAGAR NIGAM**

1. In compliance with the Hon'ble NGT orders dated 13-11-2024 in O.A. No. 1285/2024 (Smt. Neelam & Anr. vs. State of Uttar Pradesh & Others), this affidavit on the said matter is hereby submitted to the Hon'ble NGT by the undersigned, Municipal Commissioner, Respondent No. 7, on behalf of the Municipal Corporation.
2. That it has been submitted by the Executive Engineer, Jhansi Division, Betwa Canal, Jhansi in letter number 3257/ Jhan.Pra./ Nagar Nigam dated 19-02-2025 that Araj No. 755, 756, 757, 772 and 773 of Lahargird are outside the submergence area of the river Pahuj. The smart vending zone has been constructed in plot number 773. Hence, the allegation that the smart vending zone has been built in the submerged area of Pahuj River is incorrect and false. A true copy of the letter from the Executive Engineer Jhansi Division Betwa Canal dated 19.02.2025 is **ANNEXURE R-1**
3. That it may be pertinent to mention here that construction work of Smart Vending Zone was completed on 30.04.2023 which has been built with a vision to generate employment. This project not only generates revenue of Rs. 3,40,000 per month for the government but also creates employment opportunities for local people. A true copy of the letter sent by the General Manager Jhansi Smart City Project dated 19.02.2025 is **ANNEXURE R-2**.
4. That no construction work of any kind has been carried out in the last six months on the portion of land under the management of the answering Respondent on Araj No. 755, 756, 757 and 772. The

  
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above said Arajji numbers have not been acquired in any scheme to date. Also, there is no illegal construction on the part of the land under the management of the municipal corporation on the aforesaid Arazi numbers.


5. That the Jhansi Municipal Corporation, in furtherance of its environmental obligations and the pursuit of sustainable urban development, has undertaken extensive plantation drives over the years aimed at enhancing green coverage across the city. In the Financial Year 2022-23, the Corporation planted a total of 50,000 saplings, and in the Financial Year 2023-24, an additional 50,000 saplings were planted. In the current Financial Year 2024-25, the Corporation has successfully planted 70,000 saplings, thereby bringing the total number of saplings planted during the aforementioned three-year period to 170,000. Furthermore, as part of its innovative and ecologically responsible initiatives, the Corporation has adopted the Miyawaki method of plantation in select areas, which is recognized for promoting dense, fast-growing green cover and enhancing biodiversity. Out of the total 170,000 saplings planted, 73,250 saplings were specifically planted under the Miyawaki method, contributing to the advancement of a sustainable and ecologically balanced urban ecosystem in Jhansi. Additionally, as per the *India State of Forest Report 2023 Volume II*, issued by the Forest Survey of India, Ministry of Environment, Forest & Climate Change, Government of India, it has been recorded that there has been an addition of 34.79 square kilometers to the total green cover in Jhansi District, resulting in an overall green coverage of 6.76% over the span from 2021 to 2023. It is humbly submitted that, while the construction of the Smart Vending Zone has been undertaken on a land area of 1,865 square meters, the efforts of the Jhansi Municipal Corporation over the past three years have resulted in the coverage of a significantly larger area, totaling 126,890 square meters, through its extensive plantation initiatives. A true copy of the report of the Forest Survey of India dated NiL showing the district wise forest cover in State of U.P. for the year 2023 is ANNEXURE R-3.

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6. That, lastly technically the period of six months from the date of construction expired on 31.10.2023 while this OA being filed in year 2024 is hit by section 14(3) of the NGT Act being beyond the limitation period. It will be pertinent to state that while explaining the concept of limitation under section 14 of NGT in **Windsor Realty Pvt. Ltd.v. Secretary MOEF, W.P. No. 594 of 2015, decided on 09.06.2016** the Hon'ble High Court of Judicature at Bombay has held that the concept of continuous cause of action is alien to this Tribunal. The High Court has held that :

“35. A bare perusal of the said section clearly discloses that period of limitation is six months from the date on which the cause of action first arose. Prima facie, therefore it cannot be interpreted by any stretch of imagination that it would arise from the date of knowledge of the original applicant of the alleged violation taking place or from the date on which the Environmental Authorities were informed about violation and inaction on their part. There appears to be a lot of confusion in the mind of NGT Bench, Pune on various aspects of continuous cause of action. Perusal of the said Section indicates that the concept of continuous cause of action cannot apply to the complaints which are filed before the NGT because had it been so, the legislature would not have stated that the limitation would be six months from the date on which the cause of action for such dispute first arose. If the interpretation which is sought to be given to the provision by the NGT Bench, Pune in the impugned order is accepted, the complaint could be filed by the aggrieved person at any point of time, claiming that he came to know about the violation after 10 or 20 years. At the same time, if there is any violation of the provisions of the Environment (Protection) Act, 1986, the same have to be addressed and looked into. The only question is by which Authority.”

7. That in the light of the reply in the preceding paragraphs it is submitted that on the merits of the case, the Original Applications deserves to be dismissed as well as being beyond limitation.

  
Respondent No.7  
Municipal Commissioner,  
Jhansi Nagar Nigam

Through

  
**Gaurav Agarwal,**  
Advocate, Supreme Court  
O-703, Aditya Mega City,  
Vaibhav Khand, Indirapuram,  
Ghaziabad, U.P. NCR 201014  
Counsel for Respondent No. 7

BEFORE THE NATIONAL GREEN TRIBUNAL, PRINCIPAL BENCH, NEW DELHI  
ORIGINAL APPLICATION NO. 1285 OF 2024



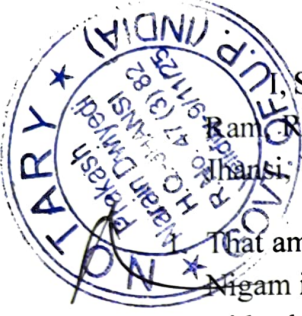
**IN THE MATTER OF :**

SMT. NEELAM & ANR. ....APPLICANTS

VERSUS

STATE OF UTTAR PRADESH & OTHERS.....RESPONDENTS

**AFFIDAVIT**



SATYA PRAKASH, aged about 37 years, S/o Shri Ram Chandra Ram No A-1, Nagar Ayukta Awas, Near Atal Ekta Park, Civil Lines Jhansi, U. P.-284001, do hereby state on solemn affirmation as under:

- 1. That I am the Respondent No.7, Municipal Commissioner, Jhansi Nagar Nigam in the present Original Application as such I am well conversant with the facts and circumstances of the present case and hence, competent to swear this affidavit.
- 2. That I have gone through the accompanying Reply from para 1 to 7 and say that the contents thereof are true and correct to the best of my knowledge and belief and I believe the same to be true.
- 3. That the Annexure R-1 to R-3 the reply are true copy of the documents.

Solemnly affirmed on this 24 day of February, 2025 at Jhansi, U.P.

DEPONENT

**VERIFICATION**

Verified at Jhansi, U.P. on this 24 day of February, 2025 that the contents of my above affidavit are true and correct to my knowledge and no part of it is false and nothing material has been concealed therefrom.

DEPONENT

307 .  
 Serial No.....24.2.25  
 Certified that the foregoing statement  
 sworn before me this day at  
 by shri/smt./ku Satya Prakash  
 from the contents of the affidavit have  
 been read over to him/ her/ him/ her who is  
 identified by shri/ sri  
 I received the legal fee of Rs. 24.2.25  
 PRAKASH NAGAR AYUKTA AWAS  
 NOTARY JHANSI, U.P. 24.2.25

प्रेषक,

अधिशाली अभियन्ता  
झाँसी प्रखण्ड बेतवा नहर, झाँसी।

प्रेष्य,

अपर नगर आयुक्त,  
कार्यालय नगर आयुक्त,  
नगर निगम, झाँसी।

पत्रांक:- 3257/झाँसी/नगर निगम/

दिनांक फरवरी 19 / 2025


विषय:- मौजा लहर गिर्द के गाटा संख्या 755, 756, 757, 772 एवं 773 के डूब क्षेत्र में होने से सम्बन्धित जानकारी उपलब्ध कराये जाने के सम्बन्ध में।

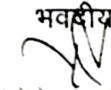
सन्दर्भ:- आपका पत्रांक:-861/अ0न0आ0/न0नि0/2024-25 दिनांक 19.02.2025

नहोदय,

उपरोक्त विषयक सन्दर्भित पत्र के माध्यम से मौजा लहर गिर्द के गाटा संख्या 755, 756, 757, 772 एवं 773 के डूब क्षेत्र में होने से सम्बन्धित जानकारी हेतु अनुरोध किया गया है।

उक्त के सम्बन्ध में अवगत कराना है कि मौजा लहर गिर्द के गाटा संख्या 755, 756, 757, 772 एवं 773 कार्यालय में उपलब्ध अभिलेखों के अनुसार डूब क्षेत्र से बाहर है।

  
नगर आयुक्त  
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भवदीय,  
  
(योगेश कुमार)  
अधिशाली अभियन्ता



Smart City

**JHANSI SMART CITY LIMITED**

Regd. Office - Jhansi Nagar Nigam, Jhansi 284001

CIN- U75230UP2016SGC087873

Email.id- jhansismartcityltd@gmail.com

Date: 19<sup>th</sup> February, 2025

Ref No.: JSCL/GM/24-25/3567


सेवा में

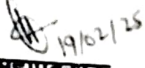
अपर नगर आयुक्त महोदय,  
झाँसी नगर निगम, झाँसी।विषय: Dedicated Smart Vending Zone at Sipri Bazar परियोजना की जानकारी उपलब्ध कराये जाने के सम्बन्ध में।

महोदय,

आप द्वारा दिये गये मौखिक निर्देशों के क्रम में सादर अवगत कराना है कि झाँसी स्मार्ट सिटी लिमिटेड द्वारा Dedicated Smart Vending Zone at Sipri Bazar परियोजना का निर्माण कार्य निविदा कार्यवाही पूर्ण कर चयनित कार्यदायी एजेंसी M/s Suresh Chand Gupta, Jhansi के माध्यम से 1865 वर्गमीटर भू-क्षेत्र पर Smart Vending Zone के चार तलीय भवन में 81 दुकानों का निर्माण कर दिनांक 30 अप्रैल 2023 को पूर्ण कराया जा चुका है।

परियोजना अन्तर्गत Smart Vending Zone के निर्माण उपरान्त Smart Vending Zone के रखरखाव एवं संचालन (O&M) हेतु निविदा कार्यवाही पूर्ण कर M/s Arva Associates, Jhansi का चयन कर संस्था के साथ दिनांक 15 सितम्बर 2023 को अनुबन्ध निष्पादित किया गया। M/s Arva Associates, Jhansi द्वारा Smart Vending Zone का रखरखाव एवं संचालन (O&M) करते हुए झाँसी स्मार्ट सिटी लिमिटेड को प्रतिमाह राशि ₹3,40,000/- राजस्व के रूप दिया जा रहा है।

  
नगर आयुक्त  
झाँसी नगर निगम, झाँसी

  
महाप्रबन्धक  
झाँसी स्मार्ट सिटी लिमिटेड  
झाँसी

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## UTTAR PRADESH



Table 10.27.3 District- wise Forest Cover in Uttar Pradesh

District	Calculated Area by Sol	2023 Assessment				% of Calculated Area by Sol	Change w.r.t. 2021 Raster based*	Scrub
		Very Dense Forest	Mod. Dense Forest	Open Forest	Total			
Gautam Buddha Nagar	1,441.86	0.00	4.45	18.32	22.77	1.58	-0.05	0.00
Ghaziabad	891.61	0.00	7.90	13.12	21.02	2.36	0.03	0.00
Ghazipur	3,377.00	0.00	0.58	23.77	24.35	0.72	-3.86	0.00
Gonda	4,003.00	64.93	9.03	52.97	126.93	3.17	1.29	0.46
Gorakhpur	3,321.00	27.98	21.60	24.91	74.49	2.24	-2.41	0.00
Hamirpur	4,021.00	0.00	77.21	145.97	223.18	5.55	1.66	14.15
Hapur	1,106.67	0.00	6.72	21.09	27.81	2.51	5.72	1.17
Hardoi	5,985.66	0.00	15.62	129.58	145.20	2.43	-1.18	9.36
Hathras/ Mahamaya Nagar	1,840.49	0.00	0.58	21.51	22.09	1.20	-4.15	0.20
Jalaun	4,565.00	0.00	60.66	195.83	256.49	5.62	6.41	53.03
Jaunpur	4,038.00	0.00	10.06	53.94	64.00	1.58	-6.75	0.31
Jhansi	5,024.00	0.00	57.11	284.21	341.32	6.79	34.79	66.79
Kannauj	2,092.87	0.00	0.00	25.61	25.61	1.22	-2.73	0.25
Kanpur Dehat	3,021.00	0.00	3.05	44.01	47.06	1.56	-24.70	16.18
Kanpur Nagar	3,155.00	0.00	8.53	61.59	70.12	2.22	25.29	3.39
Kasganj/ Kanshiram Nagar	1,955.28	0.00	5.37	36.60	41.97	2.15	-10.11	0.11
Kaushambi	1,779.00	0.00	4.35	29.15	33.50	1.88	1.15	0.00
Kheri	7,680.44	805.14	157.70	271.29	1,234.13	16.07	-27.66	8.22
Kushinagar	2,905.00	0.07	2.97	32.13	35.17	1.21	-0.93	0.00
Lalitpur	5,039.00	0.00	127.26	449.79	577.05	11.45	0.00	33.24
Lucknow	2,528.00	0.00	161.18	240.08	401.26	15.87	2.62	8.09
Mahoba	3,144.00	0.00	21.22	151.03	172.25	5.48	2.84	60.55
Mahrajganj	2,952.00	262.28	92.72	71.17	426.17	14.44	-0.66	0.32
Mainpuri	2,760.04	0.00	0.19	17.23	17.42	0.63	1.47	0.00
Mathura	3,339.64	0.00	3.90	49.44	53.34	1.60	-2.15	3.11
Mau	1,713.00	0.00	0.23	11.14	11.37	0.66	0.00	0.00
Meerut	2,500.86	0.00	34.59	56.74	91.33	3.65	5.22	0.00
Mirzapur	4,405.00	8.38	278.51	450.02	736.91	16.73	-2.00	46.59
Moradabad	2,009.40	0.00	3.50	14.23	17.73	0.88	0.82	0.12
Muzaffarnagar	2,750.86	0.00	8.43	45.63	54.06	1.97	5.16	2.71
Pilibhit	3,498.90	486.20	81.75	105.89	673.84	19.26	21.61	9.92
Pratapgarh	3,717.00	0.00	26.94	97.29	124.23	3.34	0.56	1.63
Prayagraj/ Allahabad	5,482.00	6.28	25.01	134.94	166.23	3.03	4.94	26.67
Raebareli	3,289.00	0.00	2.72	87.10	89.82	2.73	3.80	3.65
Rampur	2,366.58	3.89	24.61	40.49	68.99	2.92	-3.83	0.00
Saharanpur	3,688.96	0.00	182.13	342.87	525.00	14.23	9.07	0.81
Sambhal	2,497.95	0.00	0.74	11.73	12.47	0.50	2.79	0.00
Sant Kabir Nagar	1,646.00	0.00	1.16	12.97	14.13	0.86	0.00	1.17
Shahjahanpur	4,575.24	26.15	5.47	28.77	60.39	1.32	2.25	0.79
Shamli	1,257.46	0.00	3.96	20.43	24.39	1.94	1.54	1.21
Shravasti	1,640.00	197.72	99.29	46.56	343.57	20.95	2.29	0.27

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Forest Survey of India

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IN THE NATIONAL GREEN TRIBUNAL,  
PRINCIPAL BENCH, NEW DELHI  
ORIGINAL APPLICATION NO. 1285 OF 2024

VAKALATNAMA

IN THE MATTER OF :

Smt NEE LAM & OR

...Applicant

Versus


State of UP & others

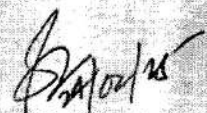
...Respondents

KNOW ALL to whom these present shall come that I/We NAGAR NIGAM, JHANSI the above named Respondent No. 7 do hereby appoint MR. GAURAV AGARWAL (hereinafter called the advocate/s) to be my/our Advocate in the above noted case and authorize him :- To act, appear and plead in the above-noted case in this Court or in any other Court in which the same may be tried or heard and also in the appellate Court including High Court subject to payment of fees separately for each Court by me/ us. To sign, file verify and present pleadings, appeals cross objections or petitions for execution review, revision, withdrawal, compromise or other petitions 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 documents to admit and/or deny the documents of opposite party. 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 execution proceedings. The deposit, draw and receive money, cheques, cash and grant receipts thereof and to do all other acts and things which may be necessary to be done for the progress and in the course of the prosecution of the said case. To appoint and instruct any other Legal Practitioner, authorizing him to exercise the power and authority hereby conferred upon the Advocate whenever he may think it to do so and 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 Advocate or his substitute in the matter as my/our own acts, as if done by me/us to all intents and purposes. And I/We undertake that I / we or my /our duly authorized agent would appear in the Court on all hearings and will inform the Advocates for appearance when the case is called. And I /we undersigned do hereby agree not to hold the advocate or his substitute responsible for the result of the said case. The adjournment costs whenever ordered by the Court shall be of the Advocate which he shall receive and retain himself.

Dated this 24 day of Feb 2024 <sup>2025</sup>

Accepted, identified and satisfied about the due execution of the Vakalatnama

  
(GAURAV AGARWAL)  
Advocate  
UP/03872/2009

  
Applicant/ Respondent

Memo Of Appearance

To  
The Registrar  
National Green Tribunal  
New Delhi

Sir,

Please enter my appearance for the above named Petitioners/Plaintiff(s)/Appellant(s)/Respondent(s)/Defendant(s)/Caveator(s) Intervener(s) in the above mentioned Petition/Appeal/Suit/Reference.


Thanking you,

Dated : 01.03.2025

1509361

25.

Yours Sincerely,

  
(GAURAV AGARWAL)

Advocate

GRV LEGAL  
Advocates and Legal Consultants  
O-703, Aditya Mega City,  
Vaibhav Khand, Indirapuram,  
Ghaziabad, U.P. - 201014  
(M) 8802911392