

IN THE HON'BLE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI
Original Application No.65 of 2021

IN THE MATTER OF:

News Item published in the Times of India dated 28.02.2021 titled Delhi:
Man charred to death as illegal factory catches fire

AND IN THE MATTER OF:

Veena Gupta & Others

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NDOH: 13.12.2024

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Veena Gupta

For Shri Swastic Silicate Mills

Veena Gupta
Authorised Signatory/Representative

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For Shri Swastic Silicate Mills

Veena Gupta

Authorised Signatory/Proprietor

RESPONDENT NOS.1 & 2

M. Jay Gupta

New Delhi

Dated: 18.09.2024

Through

Bhe
Ashish Aggarwal

Intellect Law Partners

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IN THE HON'BLE NATIONAL GREEN TRIBUNAL
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In the matter of:

News Item published in the Times of India dated 28.02.2021 titled Delhi:
Man charred to death as illegal factory catches fire

And in the matter of

Veena Gupta & Others

**REPLY ON BEHALF OF RESPONDENT NOS.1 AND 2 IN
TERMS OF ORDER DATED 21.05.2024 OF THIS HON'BLE
TRIBUNAL**

Most Respectfully Showeth:

1. **THE BRIEF FACTS OF THE PRESENT MATTER ARE AS UNDER:**
 - I. That Shri Swastik Silicate Mills is a Proprietorship Firm of the Respondent No.1 having its Office at 1/ 18 B, Asaf Ali Road, New Delhi-110002. The Respondent No.2 is the husband of the Respondent No.1 and Authorised Representative of Shri Swastik Silicate Mills.
 - II. That the property situated at 10, Ram Bagh, Kishan Ganj, New Delhi-110007 (hereinafter referred to as the '**Said Property**') falls in Andha



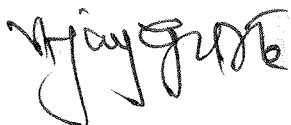
For Shri Swastik Silicate Mills

Veena Gupta
Authorised Signatory/Proprietor

Mughal Colony and the layout plan of the said Colony does not specify any particular use.

- III. That Shri Swastik Silicate Mills, proprietorship concern of the Respondent No.1, entered into an Agreement for Lease with Gujranwala Gurukul Trust Society, the Respondent No.9 herein for a portion of the said property vide registered Lease Deed dated 17.07.1979.
- IV. That the said lease between Shri Swastik Silicate Mills and the Respondent No.9 was further renewed and registered on 18.04.2001. The true typed copy of Rent Agreement dated 18.04.2001 is annexed herewith and marked as **Annexure R-1** [Pages 27 - 33].
- V. That Clause 7 of the said Lease Deed dated 18.04.2001 permitted that the premises can be further let-out/ sub-let and Clause 9 of the said Lease Deed permitted commercial/ industrial use of the premises. The true extract of the said Clauses 7 and 9 of the said Lease Deed dated 18.04.2001 read as under:

"7. That the second party shall be entitled to sub-let, assign or otherwise part with possession of the tenanted premises either in full or in part to any one on any condition which may be



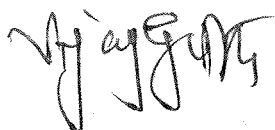
For Shri Swastik Silicate Mills

Veena Gupta
Authorised Signatory/Proprietor

deemed fit by it and the landlord shall not object the same in any manner.

9. That the second party and its nominees etc. shall be entitled to use the tenanted premises for residential, commercial or industrial purposes and the first party shall not be able to object the same in any way.”

- VI. That Shri Swastik Silicate Mills in pursuance of Clauses 7 and 9 of the aforesaid Lease Deed executed Rent Agreements on different dates in favour of Shri Heera Lal Raheja (Respondent No.11), Shri Sanjay Prasad (Respondent No.10) and one Mrs. Babita Mishra, Tenants.
- VII. That two rooms in the said property bearing Room Nos.105, 106 were let out to the Respondent No.10 and two separate Rent Agreements both dated 12.11.2019 were executed between Shri Swastik Silicate Mills (Proprietorship concern of Respondent No.1, through its Authorized Signatory, the Respondent No.2 herein) and Respondent No.10. The period of the said Rent Agreements was from 01.10.2019 to 01.10.2021. The relevant Clauses of the aforesaid Rent Agreements (three Rent Agreement have similar clauses) read as under:



For Shri Swastik Silicate Mills


Authorized Signatory/Proprietor

“7. That the tenanted premises will be used by the Second party for commercial purposes which are permitted under the law for the time being enforce.”

20. That the tenant shall not store any hazardous material in the tenanted premises and shall not create any nuisance in the said locality.

21. That the second party shall use the premises as per the applicable laws, rules and regulations etc. for the time being in force and in case of violation of any law, rules and regulations of any nature, second party alone shall be responsible for the same and any losses occurred to the first party by such violation shall be indemnified by the Second Party to the First Party.”

The answering Respondents had thus taken all the precautionary measures at the time of leasing the premises to ensure that the premises is not misused and that the Tenant follows all the laws in force. The true typed copies of the Rent Agreements dated 12.11.2019 and 12.11.2019 are annexed herewith as **Annexure R-2** [Pages 34-43], and **Annexure R-3** [Pages 44-54] respectively.

VIII. That vide Notification dated 11.12.2019, the Central Government decided to modify the Master Plan for Delhi-2021 and modify Clause 7.4 with respect to Household/Service Industries whereby Household



For Shri Swastic Silicate Mills


Authorised Signatory/Proprietor

industrial units with maximum 09 workers and 11 KW power were allowed to continue even in residential areas and such new industrial units were permitted in residential area. The copy of the Gazette Notification dated 11.12.2019 issued by the Ministry of Housing and Urban Affairs (Delhi Division) is annexed herewith as **Annexure R-4** [Pages 55-56]. The activity of perfumery and cosmetics having maximum 9 Workers and 11 KW power is a household industry and permitted in the residential area as per Item No. 68 in the List of Household/ Service Industries as per the Master Plan, 2021. It is submitted that the electricity connection in the said premises is of 5 KW power and as per the knowledge of the answering Respondent only 4-5 number of Workers were employed by the Respondent No.10 and as such permitted in the residential area.

- IX. That Room No.104 was also let out to the Respondent No.10 vide Rent Agreement dated 01.12.2020. The period of the said Rent Agreement dated 01.12.2020 was from 01.10.2020 to 01.10.2022. The true typed copy of the Rent Agreement dated 01.12.2020 is annexed herewith as **Annexure R-5 [Pages 57-67]**. A copy of List of Household/Service Industries as per Master Plan 2021 annexed herewith as **Annexure R-6 [Pages 68-72]**.

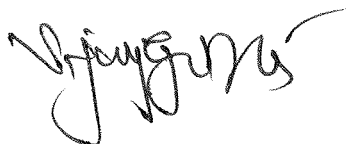
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For Shri Swastic Silicate Mills

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 Authorised Signatory/Proprietor

X. That it is pertinent to mention here that Respondent No.9 vide Lease Deed dated 18.04.2001 had permitted the commercial/industrial use of the premises. Moreover, almost all the buildings in the area in question have been used for commercial activities. Most of the persons who are doing commercial/ industrial activity in the said area have also procured permissions from the Government Authorities. In the said property, one of the tenants, namely, Delhi-U.P. Transport Company was granted commercial license by the MCD. The answering Respondents therefore, in good faith, after taking all precautions in the Rent Agreement and on being satisfied that the dominant use in the area was commercial, had rented out to the tenants, the portions of the said property for carrying on the commercial activities as per permissible laws. A true typed copy of Commercial License granted to Delhi-UP Transport Company dated 17.04.2021 is annexed herewith and marked as **Annexure R-7 [Pages 73-74]**.

XI. That this Hon'ble Tribunal took *suo motu* cognizance of an alleged fire breakout incident on the basis of a news item dated 28.02.2021 published in The Times of India titled "*Delhi: Man charred to death as illegal factory catches fire*", which resulted in the unfortunate death



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of one Shri Upchand Kumar, a 35 years old man and injuries to three other persons. It was mentioned in the news item that the death occurred due to a cylinder blast in one of the rooms on the First Floor of the said property that was tenanted to the Respondent No.10 herein.

XII. That this Hon'ble Tribunal vide Order dated 02.03.2021 constituted a five-Member Joint Committee to visit the site and ascertain the cause of the incident, extent of damage, extent of compensation required to be recovered and the steps for preventing such occurrences in future. Vide order dated 08.04.2021, the aforesaid order was modified to the extent that District Magistrate involved is District Magistrate, Central and not North.

XIII. That the Respondent No.2, received letter dated 09.07.2021 from Delhi Pollution Control Committee (Respondent No.4) seeking his presence in the meeting of the Joint Committee to be held on the next date i.e. 14.07.2021. It was alleged that inspection of the site was carried out on 09.04.2021 and thereafter meetings were held on 16.04.2021, 23.06.2021 and 07.07.2021 and it was decided on 07.07.2021 that a final meeting may be called on 14.07.2021. The Respondent No.2 was called upon to join the said Meeting pm 14.07.2021 allegedly being the

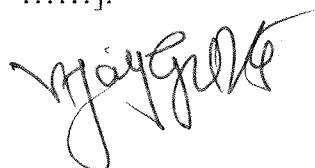


For Shri Swastic Silicate Mills


Authorised Signatory/Proprietor

owner of Shri Swastik Silicate Mills. The true typed copy of Letter dated 09.07.2021 issued by Respondent No.4 to the Respondent No.2 is annexed herewith and marked as **Annexure R-8** [Pages 75-76].

XIV. That the Respondent No.2 on behalf of Shri Swastik Silicate Mills submitted his response to the said letter issued by the Respondent No.4 on 13.07.2021. It was stated in the said reply that he/ Shri Swastik Silicate Mills is not the owner of the property where the said incident of fire breakout happened. It was further informed that the said premises had been let out by Shri Swastik Silicate Mills and Rent Agreements with respect to the same were also attached therewith. Apparently, Shri Swastik Silicate Mills and/or Respondent No.1 and/or Respondent No.2 were neither the occupiers of the said property nor persons responsible for any damage caused or any other accident in/due to the alleged fire incident. The answering Respondents were not in control of the said premises and/or the manufacturing works being carried out in the said premises. The true copy of the said Response dated 13.07.2021 submitted by the Respondent No.2 to the Respondent No.4 is annexed herewith as **Annexure R-9** [Pages 77-80.].



For Shri Swastik Silicate Mills

Neena Gupta
Authorised Signatory/Proprietor

- XV. That the Joint Committee, thereafter, submitted a Report dated 18.08.2021 to this Hon'ble Tribunal. It is pertinent to mention here that *vide* order dated 02.03.2021, this Hon'ble Tribunal directed that the report be also uploaded on the website of the Respondent No.3 to enable the concerned stakeholders to access the same and file their response. However, the said report was not uploaded on the website of the Respondent No.3.
- XVI. That this Hon'ble Tribunal thereafter *vide* ex-parte order dated 31.08.2021, levied an environmental compensation of Rs.96,18,750/- on the Respondent No.2.
- XVII. That the answering Respondents received the copy of order dated 31.08.2021 by way of Speed Post *vide* covering letter dated 06.09.2021.
- XVIII. That the Respondent No.2 subsequent to receipt of the order dated 31.08.2021, procured a copy of the Report. The relevant extracts of the Report of the Joint Committee are reproduced below:



For Shri Swastic Silicate Mills

Veena Gupta
Authorised Signatory/Proprietor

"2...

e. Further Sh. Vijay Gupta c/o M/s. Shree Swastika Silicate Mills, 18 UB Jawahar Nagar, Delhi-7, rented out the said premises to following three persons/complex for commercial use:

Sl.No	Names and address of the rented company/person	Details of the rented premises/room No.	Activity of the unit	Tenure of the rent agreement
1.	Sh. Heera Lal Raheja S/o Sh. Paras Ram Raheja, resident of K-6, 2 nd floor, Partap Nagar, 10, State Bank of India, Sadar Bazar, Delhi	Room No.108	Trading of school bags (Godown)	01.12.2020 to 01.12.2022
2.	Sh. Sanjay Prashad son of Sh. Ram Prashad resident of A-175, S.K.-1, Sector-93, Gautam Buddha Nagar, Nodia Uttar Pradesh-201301	104, 105 and 106	Manufacturing of lipstick/nail polish	01.10.2019 to 01.12.2022
3.	Mrs. Babita Mishra wife of Sh. Deepak Kumar Mishra (C/o ADG Canvas Pvt. Ltd.) resident of House No.34, first floor, 1-Block, Gali No.35, Mahendra	102, 103, 109 and 110	Trading of rexin automobile cover (godown)	01.08.2019 to 09.02.2020

Vijay Gupta

For Shri Swastika Silicate Mills

Vijay Gupta
Authorised Signatory/Proprietor

	Park, Adarsh Nagar, New Delhi-110033			
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g. The first floor was comprised of total 14 rooms of different sizes and it was reported by the nearby residents (refused to reveal their identities) that the fire was started from the room, which was used for manufacturing of Lipstick/Nail Polish. Out of 14 rooms located at the first floor, Sh. Sanjay Prashad had rented three (03) rooms and being used for manufacturing of Lipstick/Nail Polish.

The fire engulfed the terrace also and the tin shed installed on terrace was found in collapsed condition. During inspection, it was revealed that the fire started due to leakage of gas from LPG cylinder while beating the chemical compound used in lipstick manufacturing.

h. Raw material for manufacturing of lipstick/nail polish:

As reported by Sh. Sanjay Prashad, the raw materials used for manufacturing of nail polish/lipstick are oil, wax, color, perfumes, rose extracts, DM water, lacquer and camphor.

l. The notice under section 10A(1) of the Employee's Compensation Act, 1923, has been issued to Sh. Sanjay Prashad to deposit Rs.1660275/- (Rs. Sixteen Lakh Sixty Thousand Two Hundred Seventy Five only) in lieu of death of worker Sh. Upchand S/o Sh. Ram Sah. Also Sh. Prashad has been directed to furnish disability

Vijay Prate

For Shri Swastic Silicate Mills

Neeraj Gupta
Authorised Signatory/Proprietor

of percentage of injured employee Sh. Sushil Kumar S/o Sh. Jimidar Sahni.

...

4. The Hon'ble Supreme Court has passed a judgment on 07.05.2004 in W.P.(C) No.4677 of 1985 titled as "M.C. Mehta Vs Union of India & Others" for closure of the illegal units from the residential/non-conforming area in NCT of Delhi. As per the said judgment, all industrial units that have come up in residential/ non-conforming areas in Delhi on or after 1st August, 1990 shall close down. In compliance thereof, the Chief Secretary, Delhi decided that action on industries operating in non-conforming areas and violating the Master Plan of Delhi will be taken by the land owning agencies. Commissioner of Industries in working as a Nodal Officer on behalf of the Hon'ble Supreme Court Monitoring Committee as constituted by the Hon'ble Supreme Court of India in the judgment dated 07.05.2004.

This Hon'ble Tribunal in OA No.601/2018, entitled as "Mayank Manohar & Paras Singh, Reporter Times of India Vs Govt. of NCT of Delhi & Ors." was taken up regarding industries functioning in non-conforming areas of Delhi. This Hon'ble Tribunal also constituted an Oversight Committee, vide order dated 24.01.2019 in this matter, to prepare a time bound action plan to deal with the problem. This Hon'ble Tribunal closed the proceedings and directed to the Chief Secretary, Delhi to further monitor the issue

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For Shri Swastic Silicate Mills

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Authorised Signatory/Proprietor

in terms of order of the Hon'ble Supreme Court in M.C. Mehta (supra).

V. The Environmental Compensation Damages should be imposed on the owner of the property i.e. Sh. Vijay Gupta c/o M/s. Shree Swastika Silicate Mills, 18 UB Jawahar Nagar, Delhi-7 and;

Following owner of the units as both landlord and tenants are equally responsible for this tragic fire incident:

1. Sh. Heera Lal Raheja S/o Sh. Paras Ram Raheja, resident of K-6, 2nd floor, Partap Nagar, 10, State Bank of India, Sadar Bazar, Delhi

2. Sh. Sanjay Prashad son of Sh. Ram Prashad resident of A-175, S.K.-1, Sector-93, Gautam Buddha Nagar, Nodia Uttar Pradesh-201301 and

3. Mrs. Babita Mishra wife of Sh. Deepak Kumar Mishra (C/o ADG Canvas Pvt. Ltd.) resident of House No.34, first floor, 1-Block, Gali No.35, Mahendra Park, Adarsh Nagar, New Delhi-110033)

VI. The premises was rented out for use of commercial purposes by Sh. Vijay Gupta c/o M/s. Shree Swastika Silicate Mills, 18 UB Jawahar Nagar, Delhi-7 to Sh. Sanjay Prashad son of Sh. Ram Prashad resident of A-175, S.K.-1, Sector-93, Gautam Buddha Nagar, Nodia Uttar Pradesh-201301



For Shri Swastika Silicate Mills

Veena Gupta
Authorised Signatory/Proprietor

Shri Vijay Gupta fails to comply with the conditions as mentioned in the Rent Agreement.

Hence the Environmental Compensation of Rs.9618750/- (Rs. Ninety Six Lakhs Eighteen Thousand seven Hundred fifty only) as calculated above w.e.f. from 01.10.2019 (initial date of rent agreement) to the date of fire i.e. 27.02.2021 (total 513 days) should be levied to Sh. Vijay Gupta c/o M/s. Shree Swastika Silicate Mills, 18 UB Jawahar Nagar, Delhi-7.”

XVI. That the Respondent No.2 thereafter received a Notice from the Respondent No.4 dated 23.09.2021, wherein the Respondent No.4 sought the response of the Respondent No.2 as to why the amount of Rs.96,18,750/- should not be levied on him in terms of the Order dated 31.08.2021 towards payment of environment compensation from the date of the Rent Agreement, i.e., 01.10.2019 till the date of the incident of fire, i.e., 27.02.2021, along with supporting documents within a period of 15 days from the date of the Notice, failing which the Authority shall presume that the Respondent No.2 has no response and that the compensation amount so levied is correct. A true typed copy of Show Cause Notice dated 23.09.2021 issued by Respondent No.4 is annexed herewith as **Annexure R-10 [Pages 81-85]**.



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XVII. That the Respondent No.2, thereafter, filed a Review Application before this Hon'ble Tribunal under Section 19(4)(f) of the National Green Tribunal Act, 2010 read with Rule 22 of the National Green Tribunal (Practice and Procedure) Rules, 2011 and Order XLVII Rule 1 of the Code of Civil Procedure, 1908. However, the said review application bearing Review Application No.37/2021 was dismissed by this Hon'ble Tribunal *vide* its order dated 26.11.2021. The fair typed copy of said Review Application bearing No.37/2021 filed in October, 2021 by the answering Respondents before this Hon'ble Tribunal is annexed herewith as **Annexure R-11 [Pages 86-110]**.

XVIII. That being aggrieved by the Order dated 31.08.2021, the answering Respondents filed Civil Appeal No.1865-66 of 2022 before the Hon'ble Supreme Court of India which was registered as C.A. No. 1865-1866 of 2022. The Hon'ble Supreme Court stayed the judgment and order passed by the Tribunal *vide* its order dated 04.03.2022. The Hon'ble Supreme Court *vide* its order dated 30.01.2024 was pleased to allow the civil appeal, setting aside the orders dated 31.08.2021 and 26.11.2021 and remand the matter back to the Tribunal, with a direction to hear the case uninfluenced by the observations and conclusions drawn in the said orders. A copy of the C.A. Nos.1865-



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1866 of 2022 is annexed herewith and marked as **Annexure R-12** [Pages 111-135]. A copy of the Order dated 30.01.2024 passed by the Hon'ble Supreme Court in C.A. Nos.1865-1866 of 2022 is annexed herewith and marked as **Annexure R-13** [Pages 136-142].

2. That the names of the answering Respondents are liable to be deleted from the array of the Respondents and the notice so issued by this Hon'ble Tribunal liable to be withdrawn, and the present OA is liable to be dismissed qua the answering Respondents on the following amongst other :

GROUNDS

- a. Because under the scheme of the NGT Act, 2010, environmental compensation cannot be levied on the Respondent No.2, who is only the Authorized Representative of the Shree Swastik Silicate Mills, Landlord of the premises where allegedly the incident of leakage of LPG Cylinder of the tenant i.e. Respondent No.10, occurred on 27.02.2021, or even the answering Respondents who were not in control of the premises or the possession of any substance kept therein.
- b. Because Under Section 17, compensation can be ordered (i) upon death or injury of a person, except a workman and (ii) any damage to property



For Shree Swastik Silicate Mills


Neeraj Gupta
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or environment has resulted from any activity etc. under any Acts provided under Schedule I. Admittedly, the victim(s) in the present case are "Workmen". This Hon'ble Tribunal in the case of News item published in the Indian Express dated 14.03.2023 titled "Ludhiana: Three workers dead, two critical as fire breaks out in hosiery factory", wherein it was held that :-

"The term "workman" is defined under Section 2(o) of the NGT Act, 2010 as having the same meaning assigned to it in the Workmen's Compensation Act, 1923 (8 of 1923). The workmen who lost their lives in the accident, are 'Workmen' within the meaning of section 2(dd)(iii) of the Workmen's Compensation Act, read with clause (ii) of the Schedule II of the said Act."

- c. Because no compensation could be levied on account of death and/or injury of a workman (under Schedule II of the Act) when the case of death of workman is specifically excluded under Section 17 of the Act and more particularly when the proceedings under the Workmen's Compensation Act are admittedly already pending against the tenant i.e. Respondent No.10. In fact, it has come to the knowledge of the answering Respondents that the tenant /Respondent No. 10 who is the actual occupier of the premises has already made certain payment to the family of the deceased to compensate and settle the case.



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- d. Because in the Joint Committee's report, it is not stated that the raw material was hazardous substance or waste, or is liable to cause harm to human beings, other living creatures, plant, micro-organism, property or the environment. In fact, it is not stated that any harm to the environment was caused. Therefore, the incident does not fall within the parameters of Section 15, 17 and Schedule I. The Hon'ble Supreme Court in the case of M.C. Mehta v. Union of India [(1987) 1 SCC 395] has held that "31. ...an enterprise which is engaged in a hazardous or inherently dangerous industry which poses a potential threat to the health and safety of the people working in the factory and residing in the surrounding areas owes an absolute and non-delegable duty to the community to ensure that no harm results to anyone on account of the hazardous or inherently dangerous nature of the activity which it has undertaken...." In the present case no hazardous or inherently hazardous activity has admittedly been undertaken by the answering Respondents and the answering Respondents are not the persons responsible for the damages caused owing to or any accident which resulted on account of the alleged fire incident.



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Veena Gupta
Authorised Signatory/Proprietor

- e. Because the answering Respondents are not the “person responsible” under Section 17 of the NGT Act. The Environment (Protection) Act, 1986 casts responsibility on the “occupier” as defined in Section 2(f) of the Act. The Act defines occupier “... *a person who has control over the affairs of the factory or the premises and includes in relation to any substance, the person in possession of the substance ...*”. As such, it is the owner of the household industry and the tenant, Respondent no. 10 solely who was the occupier and person responsible under the extant law. In the present case, the answering Respondents neither had control over the affairs of the premises where the factory operated nor can be said to be having possession of any substance, the premises having been sub-leased and as such the “occupier” of the premises in question is solely the owner of the household industry.
- f. Because the Environment Protection Act, 1986 (Section 2(f)), Manufacture, Storage and Import of Hazardous Chemical Rules, 1989 (“the 1989 Rules”) (Section 2(g)), the Hazardous and other Waste (Management and Transboundary Movement) Rules, 2016 (Section 3(21)) and the Plastic Waste Management Rules, 2016 levy the responsibilities only on the Occupier. As stated hereinabove the answering Respondents are not the Occupiers of the said premises as

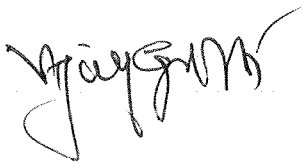


For Shri Swastic Silicate Mills

Veena Gupta
Authorised Signatory/Proprietor

defined under Environment Protection Act, 1986. In addition to the same, it is submitted that the answering Respondents cannot be deemed to mean the occupier of any hazardous activity in view of the admitted position in the Committee's Report; the premises having been subleased in 2019 and 2020.

- g. Because Section 17 would only be applicable upon those persons to whom any activity or operation or process could be attributed which led to any damage to environment and no compensation could be levied on Respondent No.2 who was only an Authorized Representative of the Lessor and cannot be attributed with any activity, operation or process carried out solely by the Tenant i.e. Respondent No.10, and not by the answering Respondents.
- h. Because the Perfumery and Cosmetics is a household /Service Industry as per the Master Plan 2021 and the same, with max 9 workers and 11KW power is permitted and allowed to continue even in the residential area. In the instant case, the lipstick / nail paint unit was being run with 4-5 workers with 5KW power.



For Shri Swastic Silicate Mills


Authorized Signatory/Proprietor

- i. Because since a commercial use of the premises was permissible, any further responsibility of compliance of laws, taking necessary permissions, not storing hazardous substances was the duty of the Sub-tenant, i.e., Shri Sanjay Prasad as per the terms of the Rent Agreements, particularly, Clause 7, 20, 21.
- j. Because the Lease Deed specifically barred the Tenant i.e. Respondent No.10 from the commercial activities not permitted under the law or to store any hazardous material in the premises, and as such no compensation could have been levied on the answering Respondents.
- k. Because the Lease Deed specifically provided that in case of any violation of any law, rules and regulations of any nature, the Tenant i.e. Respondent no.10 alone shall be responsible for the same.
- l. Because no environmental compensation could be levied against the answering Respondents in absence of any evidence or material on record of any damage to the environment.
- m. Because (without prejudice to the other contentions of the answering Respondents that no compensation could be levied on the answering Respondents) the formula for calculating the compensation computed



For Shri Swastic Silicate Mills


Authorised Signatory/Proprietor

is arbitrary and unreasonable because the computation adds even such period during which no activity was taking place at the said premises. It is submitted that the factory was not operational during the period of lockdown when no activity of any nature was permissible and no compensation for the said period is payable. It is submitted that the nationwide lockdown was imposed from 25.03.2020 till 31.05.2020. Further, there was lockdown in the containment zones in the respective States and even during this period none of the employees were present. This was essentially in effect from 01.06.2020 till 31.08.2020 after which *status quo* was maintained up to 31.01.2021. During this entire period, no activity was taking place at the tenanted premises let alone any manufacturing/ commercial activity which was shut and locked. This entire period is equivalent to 281 days which ought to have been excluded completely in computation of the compensation.

- n. Because (without prejudice to the other contentions of the answering Respondents that no compensation could be levied on the answering Respondents) the formula for calculating the compensation computed is arbitrary and unreasonable as the Committee Report does not identify the room in which the fire allegedly broke out on account of the gas leak. Shri Sanjay Prasad, who was the occupier and owner of



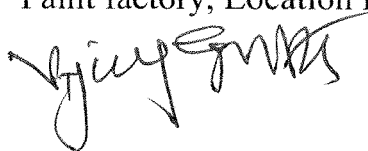
For Shri Swastic Silicate Mills

Veena Gupta
Authorised Signatory

the lipstick and nail paint manufacturing unit, had entered into three separate Rent Agreements for separate rooms and thus, the commencement date of computation taken by the Committee, i.e. 01.10.2019 has no basis and separate lease agreements cannot be grouped together:-

Rent Agreements dated 12.11.2019 (effective from 01.10.2019 to 01.10.2021)	Room No. 105	Pg. 55 – 65 (A2)
Rent Agreements dated 12.11.2019 (effective from 01.10.2019 to 01.10.2021)	Room No. 106	Pg. 66-76 (A3)
Rent Agreement dated 01.12.2020 (effective from 01.12.2020 to 01.10.2022)	Room No. 104	Pg. 78-89 (A5)

- o. Because (without prejudice to the other contentions of the answering Respondents that no compensation could be levied on the answering Respondents) the formula for calculating the compensation computed is arbitrary and unreasonable as the Formula assesses the “*LF-Location Factor*” as 1.5. Since the Gazette Notification dated 11.12.2019 for household industry units and the List of Household / Service Industries as per Master Plan – 2021 permit Lipstick and Nail Paint factory, Location Factor must be “1” and not “1.5”.



For Shri Swastic Silicate Mills

Veena Chopra
Authorised Signatory/Proprietor

- p. Because the Ld. NGT failed to appreciate that the compensation amount of Rs.96,18,750/- is excessive, unjust and arbitrary. It is submitted that the Smt. Veena Gupta, is a Cancer Patient and her only source of income is interest on Fixed Deposit and rental income.

PRAYER

In view of the aforesaid facts and submissions, it is therefore most respectfully prayed that this Hon'ble Tribunal may be pleased to:

- a. delete the names of the Respondent Nos.1 and 2 from the array of the Respondents and the notice so issued to the said Respondents by this Hon'ble Tribunal is liable to be withdrawn and the present OA is liable to be dismissed qua the answering Respondents;
- b. pass such order or further order(s) as this Hon'ble Tribunal may deem just and appropriate in the premises of this case

For Shri Swastic Silicate Mills

Veena Gupta

Authorised Signatory
RESPONDENT NOS.1 & 2

Jay Gupta

New Delhi

Dated: 18.09.2024 Through

Ashish
Ashish Aggarwal
Intellect Law Partners
Advocates
1, Link Road, Jangpura Extn.,
New Delhi-110014
Mob.9810034337
Email: ashish@intellectlp.com

IN THE HON'BLE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI
Original Application No.65 of 2021

IN THE MATTER OF:

News Item published in the Times of India dated 28.02.2021 titled Delhi: Man charred to death as illegal factory catches fire

AND IN THE MATTER OF

Veena Gupta & Others

... Respondents

AFFIDAVIT

I, Veena Gupta wife of Shri Vijay Gupta aged 64 years resident of C/o Shree Swastika Silicate Mills, 27, Bangla Road, Kamla Nagar, Delhi-110007, do hereby solemnly affirm and declare as under:

1. That I am the Respondent No.1, proprietor of Shree Swastika Silicate Mill in the above said case and am conversant with the facts and circumstances of the present case and as such am competent to swear this affidavit also on behalf of Respondent No.2.

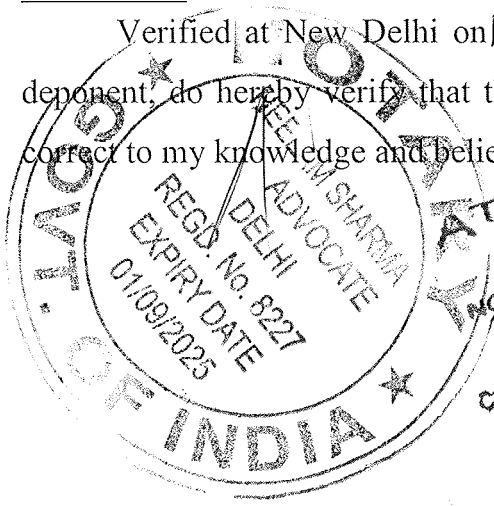
2. That the accompanying Reply has been drafted by the Counsel under my instructions and the contents of the said Reply be read as part and parcel of the affidavit and the same are not being repeated herein for the sake of brevity. I state that the facts stated therein are true to my knowledge derived from the records and legal submissions are true to the information and advice received and believed to be correct.

I identified the deponent who has signed in my presence

18 SEP 2024
Veena Gupta
DEPONENT

Verification:

Verified at New Delhi on 18 day of September 2024, I, the above-named deponent, do hereby verify that the contents of my above affidavit are true and correct to my knowledge and belief.



ATTESTED
NOTARY (Smt. of India)
Neelam Sharma
Advocate
Cn No 155A, Gate No. No.11
Patiala House Courts
New Delhi-110001
(M) 9899408301

Veena Gupta
DEPONENT

18 SEP 2024

IN THE HON'BLE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI
Original Application No.65 of 2021

In the matter of:

News Item published in the Times of India dated 28.02.2021 titled Delhi: Man charred to death as illegal factory catches fire

And in the matter of

Veena Gupta & Others

... Respondents

AFFIDAVIT

I, Vijay Gupta son of Son of Late Shri O.P. Gupta aged about 59 years resident of C/o Shree Swastika Silicate Mills, 27, Bangla Road, Kamla Nagar, Delhi-110007, do hereby solemnly affirm and declare as under:

1. That I am the Respondent No.2 in the above said case and am conversant with the facts and circumstances of the present case and as such am competent to swear this affidavit.

2. That the accompanying Reply has been drafted by the Counsel under my instructions and the contents of the said Reply be read as part and parcel of the affidavit and the same are not being repeated herein for the sake of brevity. I state that the facts stated therein are true to my knowledge derived from the records and legal submissions are true to the information and advice received and believed to be correct.

I identified the deponent who has signed in my presence

131

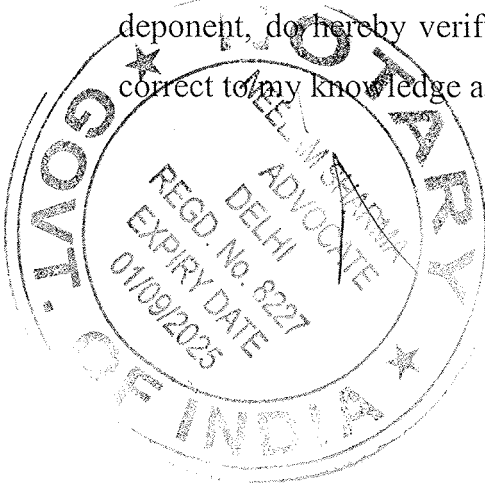
18 SEP 2024

Vijay Gupta
DEPONENT

Verification:

Verified at New Delhi on 18 day of September, 2024, I, the above named deponent, do hereby verify that the contents of my above affidavit are true and correct to my knowledge and belief.

Vijay Gupta
DEPONENT



NOTARY (GOVT OF INDIA)
Nandini Sharma
Advocate
C/O No 1004, Gate No. 11,
Patela House Court,
New Delhi-110001
(M): 9899408304

18 SEP 2024

RENT AGREEMENT

This Rent Agreement is made here at New Delhi on this 18th
Day of April, 2001;

BETWEEN

M/s. Gujranwala Gurukul Trust Society (a Society duly
Registered under the Society Registration Act,) 10, Rambagh,
Old Rohtak Road, New Delhi, through its Hon'ble Secretary
Smt. Renu Mehta wife of Shri Vinay Mehta, duly authorized
vide Resolution Deed dated 05.03.2001, hereinafter called the
"LANDLORD" of the One Part.

AND

M/s. Shree Swastic Silicate Mills, 1B, UB, Jawahar Nagar,
Delhi-110017, acting through Mrs. Veena Gupta, hereinafter
called the "TENANT" of the Other Part.

The expression of the term LENDLORD and the TENANT
wherever they occur in the body of this Agreement shall mean
and include their respective heirs, executors, administrators and
assigns unless and until it is repugnant to the context or meaning
thereof.


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WHEREAS the FIRST PARTY was the owner of the Property measuring about 1400 sq. mtrs., being part of Khasra Nos. 425, 431, 826/424 & 827/424, situated in the Revenue Estate of Village Delhi (Ram Bagh Area), and now the said property is known as 10, Ram Bagh, Old Rohtak Road, New Delhi, bounded by Red Colour in the map attached hereto.

AND WHEREAS the first party being owner and landlord of the aforesaid property had let out the same to the second party since 13.06.1979, and the present rent of the same is payable @ Rs.1800/- per month, which the second party has been paying the same regularly.

AND WHEREAS the acquisition proceedings in respect of the said property have been initiated by the Government Authorities in relation to the Metro Rail Project vide Award No.3/99-2000 dated 30.07.1999, who also have taken the actual possession of a part thereof which is shown in blue hatched lines in the map attached hereto, as a result of which the second party has been deprived from his legitimate right qua the acquired portion.


TRUE TITLED COPY

AND WHEREAS despite of acquisition proceedings as above, the second party is still in possession/occupation of the remaining portion of this property known as 10, Rambagh, Delhi, admeasuring about 1000 sq. mtrs., shown in Green hatched lines in the map attached hereto, for which the rent has been agreed to be paid at the rate of Rs.1000/- per month.

AND WHEREAS further, in the present circumstances, both the parties hereto have agreed to clarify the existing position of the tenanted premises and the terms and conditions thereof by virtue of a fresh rent agreement, which are as under:-

1. That the landlord hereby agrees and confirms that now the second party is a tenant in respect of the entire remaining portion of the aforesaid property bearing No.10, Ram Bagh, Delhi shown in Green hatched lines in map attached hereto.
2. That both the parties hereby agree that henceforth, the rent shall be payable at the rate of Rs.1000/- (Rupees One Thousand only) per month, instead of previous rent at the rate of Rs.1800/- per month, which shall be paid by the


TRUE TYPED COPY

tenant to the landlord or its nominee(s)/assignee(s) on or before 7th day of each English Calendar month.

3. That the Second party shall be entitled to make any addition/alteration/construction with structural changes in the existing structure of the landlord and the landlord shall not be able to object to the same in any manner whatsoever.
4. That the tenant shall be liable and responsible for the payment water/electricity consumption charges in respect of the aforesaid property during the period of tenancy.
5. That the tenancy is for an initial period of 10 years commencing from the date of signing of this deed and which will be renewed from a further period of 10 years at the option of the second party and the first party shall not be able to deny or question the same in any way, however in such case a fresh rent agreement will be executed.
6. That it has been agreed between both the parties that the rent shall not be enhanced by the first party during the

subsistence of this agreement as well as extended period as above in para No.5.

7. That the second party shall be entitled to sub-let, assign or otherwise part with possession of the tenanted premises either in shall or in part to any one on any condition which may be deemed fit by it and the landlord shall not object the same in any manner.
8. That the second party and/or its nominees will be entitled to apply and obtain any water, electric, power, telephone or any other connection in their own names, as they deem fit.
9. That the second party and it nominees etc. shall be entitled to the tenanted premises for residential, commercial or industrial purposes and the first party shall not be able to object the same in any way.
10. That all the annual repairs and maintenance of the tenanted premises will be carried out by the second party at its own cost and the first party will not be responsible for the same.



TRUE TYPED COPY

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands on these presents at New Delhi in the presence of the following witnesses.

WITNESSES:

- | | |
|--|---------------------|
| 1. Sd/-
Vijay Mehta S/o Late Sukhdev Mehta
11, Pusa Road, New Delhi
Passport No. Q-217244 Dt. 28.8.93 | Sd/-
First Party |
| 2. Sd/-
Amrish Gupta S/o Sh. K.C.Gupta
Party
C-375, Kesavpuram, New Delhi | Sd/-
Second |

, True Copy,


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INDIAN NON JUDICIAL**Government of National Capital Territory of Delhi****e-Stamp**

Certificate No. : IN-DL81845317767798R
Certificate issued dated : 12-Nov-2019 01:06 PM
Account Reference : IMPACC (IV)/dl753203/DELHI/DL-DLH
Unique Doc. Refernece : SUBIN-DL7532037183774765591R
Purchased by : SHRI SWASTIC SILICATE MILLS
Description of Document : Articles 35 (ii) Lease upto 5 years
Property Description : Not Applicable
Consideration price (Rs.) : 0
(Zero)
First Party : SHRI SWASTIC SILICATE MILLS
Second Party : SANJAY PRASAD
Stamp Duty Paid by : SHRI SWASTIC SILICATE MILLS
Stamp duty Amount (Rs.) : 50
(Fifty only)


TRUE TYPED COPY

IN-DL81845317767798R
RENT AGREEMENT
Schedule of property and rent

TENANT NAME & ADDRESS	SANJAY PRASAD A-175, S.K.-1, SECTOR-93, GAUTAM BUDHA NAGAR, NOIDA, UTTAR PRADESH- 201301
TENANCY PREMISES	ROOM NO.105 10, RAM BAGH, KISHAN GANJ, DELHI-110007
MONTHLY RENT	RS.10000/-
SECURITY	RS.20000/-
TENURE	01.10.2019 TO 01.10.2021

The Rent Agreement is made and executed at Delhi on this 12th
day of Nov. 2019 by and between

SHRI SWASTIC SILICATE MILLS, having its office at 1/18B,
Asaf Ali Road, New Delhi-110002 through its authorized
signatory Sh. Vijay Gupta (hereinafter called the Lessor/Owner)
of the First Part.

AND


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SANAY PRASAD S/O SHRI RAM PRASAD R/oA-175, S.K.-
1, SECTOR-93, GAUTAM BUDH NAGAR, NOIDA, UTTAR
PRADESH-201301, (hereinafter called the Lessee/Tenant) of the
Second Party.

The expression of both the parties shall mean and include their
respective heirs, assigns, nominees, executors, administrators
and representatives etc.

Whereas the first party is the landlord of the premises bearing
No.10, Ram Bagh, Kishan Ganj, Delhi-110007 (hereinafter
referred as to "Premises") and has agreed to let out Room
No.105, of the premises (hereinafter called the "Tenant
Premises") duly shown in red color in the map attached herewith
to the tenant on the following terms and conditions:

NOW THIS RENT AGREEMENT WITNESSETH AS
UNDER:-

1. That the first party has agreed to let out the tenanted
premises to the second party for a period from 01.10.2019
to 01.10.2021.


TRUE TYPED COPY

2. That the rent for the tenanted premises has been agreed for the sum of Rs.10,000/- (Rupees Ten Thousand only) per month.
3. The second party shall pay the said rent to the first party in advance on or before 7th day of each English calendar month.
4. That the tenant has paid a sum of Rs.10,000/- (Rupees Ten Thousand only) to the owner towards advance rental for the month of October 2019 simultaneously with the signing of this agreement and also paid a sum of Rs.20,000/- (Rupees Twenty Thousand only) towards interest free security deposit refundable at the time of handing over peaceful and vacant possession of the tenanted premises to the first party after deducting the rent and any other applicable dues, if any.
5. That in addition to the said rent, the second party shall pay the electricity and water charges, separately.
6. That the second party shall also be liable to pay service tax & other statutory charges as applicable.

7. That the tenanted premises will be used by the second party for commercial purposes which are permitted under the law for the time being in force.
8. That the tenant shall not in any manner be entitled to use any area other than the tenanted premises such as any adjacent area or any area over the premises or below the premises and use of any such area shall be deemed as trespassing. However, the tenant shall have the right of to use the way for egress and outgress as provided by the owner for use of tenanted premises.
9. That the first party or its authorized representatives will be entitled to inspect the tenanted premises at all reasonable time.
10. That the first party or its authorized representatives will be entitled to inspect the tenanted premises at all reasonable time.
11. That the tenanted premises has been duly inspected by the second party who have verified that the premises are in good habitable condition and white washed / painted and


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the fittings and fixtures thereof are in perfect working condition.

12. That day to day repairs, if any of the tenanted premises with respect to the fittings & fixtures shall hereinafter be carried out by the second party at his own costs & expenses.
13. That the tenant/second party shall not make any addition, alteration and unauthorized construction in the tenanted premises.
14. That the second party shall not sub let, assign and/or part with the possession of the tenanted premises or any part thereof to any other person.
15. That in case of any irregularity/misuse of electricity with respect to tenanted premises, the second party shall be solely liable to the consequences arising there from and shall also pay the penalty/misuse charges/subletting charges as imposed by the concerned authority which includes TPDDL and if first party gets any loss due to such misuse/irregularity shall be indemnified by the second party to the first party.


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16. That in case of default in paying the rent for two consecutive months, this agreement shall stand automatically terminated and the second party would be liable to vacate the premises irrespective of the expiry of the remaining tenancy period. In such event the first party shall have a right to take the premises under its charge without giving any notice to the tenant and tenant hereby agrees that he shall not be entitled to claim any damage in such a circumstances.
17. That upon the expiry of the tenancy period, the tenant/second party shall hand over actual physical peaceful possession of the tenanted premises to the owner of the first part. However, upon the expiry of the said tenancy period, the tenancy would be renewable at the option of the
18. That upon the expiry of the tenancy period, the tenant/second party shall hand over actual physical peaceful possession of the tenanted premises to the owner of the first part. However, upon the expiry of the said

tenancy period, the tenancy would be renewable at the option of the owner for a further period on 20% increase in the last paid rent and fresh Rent agreement shall be executed in this regard.

19. That upon expiry of the tenancy period, if second party fails to vacate the tenanted premises, then without prejudice to the other legal rights of the first party, the second party shall be liable to pay rent/damages at the rate of Rs.1000/- (Rupees One Thousand only) per day from the period of expiry of tenancy till the actual vacant peaceful possession of the tenanted premises is handed over to the first party.
20. That the tenant shall not store any hazardous material in the tenanted premises and shall not create any kind of nuisance in the said locality.
21. That the second party shall use the premises as per the applicable laws, rules and regulations etc. for the time being in force and in case of violation of any law, rules and regulations of any nature, second party alone shall be


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responsible for the same and any losses occurred to the first party by such violation shall be indemnified by the second party to the first party.

IN WITNESSES WHEREOF, the parties have signed this rent agreement on 12th Day of Nov. 2019 in the presence of the following witnesses:-

WITNESSES:

FIRST PARTY

Sd/-
SECOND PARTY


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DELHI POLICE

Request for Registration of Tenant Information

Request Number: 81662104226 date of submission:
02/03/2021

- (1) Name of Landlord: SHRI SWASTIC SILICATE MILLS
- (2) Address: No.10, Ram Bagh, Kishan Ganj, Delhi Gulabi Bagh, North, Delhi 110007, India
- Phone No 91-9873569692, 91-

Particulars of Tenant to Whom Premises are let out

- (1) Name: SANJAY PRASAD (S/O) RAM PRASAD
- (2) Occupation with details of office phone number:
BUSINESS
- (3) Age: 37
- (4) Tenanted premises address: R. No. 105, 10, Ram Bagh, Kishan Ganj, Delhi, Gulabi Bagh, North, Delhi-110007, India
- (5) Previous Residence:
Date of leaving
- (6) Permanent Address: A-175, S.K.-1, Sector-93, Gautam Budh Nagar, Noida, Phase II, Ghaziabad, Uttar Pradesh-201301, India
- (7) Details of either anyone (passport, driving license, arms license, ration card, voter card, Aadhar Card (UIDAI):
826326994867
- (8) Tenant Phone:


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Acknowledgment for tenant registration request

Request Number: 81662104226 date of submission:
02/03/2021

Received From-Owner Name: SHRI SWASTIC SILICATE
MILLS

Tenant Name: SANJAY PRASAD

Tenanted Premises Address:

R. No. 105, 10, Ram Bagh, Kishan Ganj, Delhi, Gulabi Bagh,
North, Delhi-110007, India

Police Station: Gulabi Bagh

True Copy.

[Signature]
TRUE FILED COPY

INDIAN NON JUDICIAL**Government of National Capital Territory of Delhi****e-Stamp**

Certificate No. : IN-DL81845456025243R
Certificate issued dated : 12-Nov-2019 01:06 PM
Account Reference : IMPACC (IV)/dl753203/DELHI/DL-DLH
Unique Doc. Referenece : SUBIN-DL75320371836866701403R
Purchased by : SHRI SWASTIC SILICATE MILLS
Description of Document : Articles 35 (ii) Lease upto 5 years
Property Description : Not Applicable
Consideration price (Rs.) : 0
(Zero)
First Party : SHRI SWASTIC SILICATE MILLS
Second Party : SANJAY PRASAD
Stamp Duty Paid by : SHRI SWASTIC SILICATE MILLS
Stamp duty Amount (Rs.) : 50
(Fifty only)


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IN-DL81845456025243R
RENT AGREEMENT
Schedule of property and rent

TENANT NAME & ADDRESS	SANJAY PRASAD A-175, S.K.-1, SECTOR-93, GAUTAM BUDHA NAGAR, NOIDA, UTTAR PRADESH- 201301
TENANCY PREMISES	ROOM NO.106 10, RAM BAGH, KISHAN GANJ, DELHI-110007
MONTHLY RENT	RS.10000/-
SECURITY	RS.20000/-
TENURE	01.10.2019 TO 01.10.2021

The Rent Agreement is made and executed at Delhi on this 12th
day of Nov. 2019 by and between

SHRI SWASTIC SILICATE MILLS, having its office at 1/18B,
Asaf Ali Road, New Delhi-110002 through its authorized
signatory Sh. Vijay Gupta (hereinafter called the Lessor/Owner)
of the First Part.

AND


TRUE TYPED COPY

SANAY PRASAD S/O SHRI RAM PRASAD R/oA-175, S.K.-
1, SECTOR-93, GAUTAM BUDH NAGAR, NOIDA, UTTAR
PRADESH-201301, (hereinafter called the Lessee/Tenant) of the
Second Party.

The expression of both the parties shall mean and include their
respective heirs, assigns, nominees, executors, administrators
and representatives etc.

Whereas the first party is the landlord of the premises bearing
No.10, Ram Bagh, Kishan Ganj, Delhi-110007 (hereinafter
referred as to "Premises") and has agreed to let out Room
No.106, of the premises (hereinafter called the "Tenant
Premises") duly shown in red color in the map attached herewith
to the tenant on the following terms and conditions:

NOW THIS RENT AGREEMENT WITNESSETH AS
UNDER:-

1. That the first party has agreed to let out the tenanted
premises to the second party for a period from 01.10.2019
to 01.10.2021.


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2. That the rent for the tenanted premises has been agreed for the sum of Rs.10,000/- (Rupees Ten Thousand only) per month.
3. The second party shall pay the said rent to the first party in advance on or before 7th day of each English calendar month.
4. That the tenant has paid a sum of Rs.10,000/- (Rupees Ten Thousand only) to the owner towards advance rental for the month of October 2019 simultaneously with the signing of this agreement and also paid a sum of Rs.20,000/- (Rupees Twenty Thousand only) towards interest free security deposit refundable at the time of handing over peaceful and vacant possession of the tenanted premises to the first party after deducting the rent and any other applicable dues, if any.
5. That in addition to the said rent, the second party shall pay the electricity and water charges, separately.
6. That the second party shall also be liable to pay service tax & other statutory charges as applicable.



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7. That the tenanted premises will be used by the second party for commercial purposes which are permitted under the law for the time being in force.
8. That the tenant shall not in any manner be entitled to use any area other than the tenanted premises such as any adjacent area or any area over the premises or below the premises and use of any such area shall be deemed as trespassing. However, the tenant shall have the right of to use the way for egress and outgress as provided by the owner for use of tenanted premises.
9. That the first party or its authorized representatives will be entitled to inspect the tenanted premises at all reasonable time.
10. That the first party or its authorized representatives will be entitled to inspect the tenanted premises at all reasonable time.
11. That the tenanted premises has been duly inspected by the second party who have verified that the premises are in good habitable condition and white washed / painted and


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the fittings and fixtures thereof are in perfect working condition.

12. That day to day repairs, if any of the tenanted premises with respect to the fittings & fixtures shall hereinafter be carried out by the second party at his own costs & expenses.
13. That the tenant/second party shall not make any addition, alteration and unauthorized construction in the tenanted premises.
14. That the second party shall not sub let, assign and/or part with the possession of the tenanted premises or any part thereof to any other person.
15. That in case of any irregularity/misuse of electricity with respect to tenanted premises, the second party shall be solely liable to the consequences arising there from and shall also pay the penalty/misuse charges/subletting charges as imposed by the concerned authority which includes TPDDL and if first party gets any loss due to

such misuse/irregularity shall be indemnified by the second party to the first party.

16. That in case of default in paying the rent for two consecutive months, this agreement shall stand automatically terminated and the second party would be liable to vacate the premises irrespective of the expiry of the remaining tenancy period. In such event the first party shall have a right to take the premises under its charge without giving any notice to the tenant and tenant hereby agrees that he shall not be entitled to claim any damage in such a circumstances.
17. That upon the expiry of the tenancy period, the tenant/second party shall hand over actual physical peaceful possession of the tenanted premises to the owner of the first part. However, upon the expiry of the said tenancy period, the tenancy would be renewable at the option of the
18. That upon the expiry of the tenancy period, the tenant/second party shall hand over actual physical


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peaceful possession of the tenanted premises to the owner of the first part. However, upon the expiry of the said tenancy period, the tenancy would be renewable at the option of the owner for a further period on 20% increase in the last paid rent and fresh Rent agreement shall be executed in this regard.

19. That upon expiry of the tenancy period, if second party fails to vacate the tenanted premises, then without prejudice to the other legal rights of the first party, the second party shall be liable to pay rent/damages at the rate of Rs.1000/- (Rupees One Thousand only) per day from the period of expiry of tenancy till the actual vacant peaceful possession of the tenanted premises is handed over to the first party.
20. That the tenant shall not store any hazardous material in the tenanted premises and shall not create any kind of nuisance in the said locality.
21. That the second party shall use the premises as per the applicable laws, rules and regulations etc. for the time


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being in force and in case of violation of any law, rules and regulations of any nature, second party alone shall be responsible for the same and any losses occurred to the first party by such violation shall be indemnified by the second party to the first party.

IN WITNESSES WHEREOF, the parties have signed this rent agreement on 12th Day of Nov. 2019 in the presence of the following witnesses:-

WITNESSES:

FIRST PARTY

Sd/-
SECOND PARTY


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Delhi Police

Request for Registration of Tenant Information

Request Number: 81662104227 date of submission:
02/03/2021

- (1) Name of Landlord: SHRI SWASTIC SILICATE MILLS
- (2) Address: No.10, Ram Bagh, Kishan Ganj, Delhi Gulabi Bagh, North, Delhi 110007, India
Phone No 91-9873569692, 91-

Particulars of Tenant to Whom Premises are let out

- (1) Name: SANJAY PRASAD (S/O) RAM PRASAD
- (2) Occupation with details of office phone number:
BUSINESS
- (3) Age: 37
- (4) Tenanted premises address: R. No. 106, 10, Ram Bagh, Kishan Ganj, Delhi, Gulabi Bagh, North, Delhi-110007, India
- (5) Previous Residence:
Date of leaving
- (6) Permanent Address: A-175, S.K.-1, Sector-93, Gautam Budh Nagar, Noida, Phase II, Ghaziabad, Uttar Pradesh-201301, India
- (7) Details of either anyone (passport, driving license, arms license, ration card, voter card, Aadhar Card (UIDAI):
826326994867
- (8) Tenant Phone: 91-8750188504


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Acknowledgment for tenant registration request

Request Number: 81662104227 date of submission:
02/03/2021

Received From-Owner Name: SHRI SWASTIC SILICATE
MILLS

Tenant Name: SANJAY PRASAD

Tenanted Premises Address:

R. No. 106, 10, Ram Bagh, Kishan Ganj, Delhi, Gulabi Bagh,
North, Delhi-110007, India

Police Station: Gulabi Bagh

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भारत का राजपत्र The Gazette of India

असाधारण

EXTRAORDINARY

भाग II—खण्ड 3—उप-खण्ड (ii)

PART II—Section 3—Sub-section (ii)

प्राधिकार से प्रकाशित

PUBLISHED BY AUTHORITY

सं. 3984]

नई दिल्ली, बुधवार, दिसम्बर 11, 2019/अग्रहायण 20, 1941

No. 3984]

NEW DELHI, WEDNESDAY, DECEMBER 11, 2019/AGRAHAYANA 20, 1941

आवासन और शहरी कार्य मंत्रालय

(दिल्ली प्रभाग)

अधिसूचना

नई दिल्ली, 11 दिसम्बर, 2019

का.आ. 4434(अ).—यतः केन्द्र सरकार का दिल्ली मुख्य योजना-2021 में अपनी समीक्षा प्रक्रिया के भाग के रूप में जिन कतिपय संशोधनों का प्रस्ताव था, उन्हें दिल्ली विकास अधिनियम, 1957 (1957 का 61) की धारा-44 के उपबंधों के अनुसार दिल्ली विकास प्राधिकरण द्वारा दिनांक 03/09/2019 के का.आ. 3168 (अ) के तहत सार्वजनिक सूचना के रूप में भारत के राजपत्र, असाधारण में प्रकाशित किया गया था जिसमें उक्त नोटिस की तारीख से पैंतालिस (45) दिन के अंदर उक्त अधिनियम की धारा 11-क की उप-धारा(3) के द्वारा यथा अपेक्षित आपत्तियाँ/सुझाव आमंत्रित किए गए थे।

2. यतः प्रस्तावित संशोधनों के संबंध में प्राप्त आपत्तियों/सुझावों पर दिल्ली विकास प्राधिकरण द्वारा गठित जांच और सुनवाई बोर्ड द्वारा विचार कर लिया है और दिल्ली विकास प्राधिकरण की बैठक में अनुमोदन भी प्रदान कर दिया है।

3. यतः केन्द्र सरकार ने इस मामले के सभी पहलुओं पर ध्यानपूर्वक विचार करने के पश्चात्, दिल्ली मुख्य योजना-2021 में संशोधन करने का निर्णय लिया है।

4. अतः अब, उक्त अधिनियम की धारा 11-क की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार एतद्वारा

भारत के राजपत्र में इस अधिसूचना के प्रकाशित होने की तारीख से उक्त दिल्ली मुख्य योजना-2021 में निम्नलिखित संशोधन करती है:

6370 GU/2019

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संशोधन

क्र. सं.	दिल्ली मुख्य योजना - 2021	
	एमपीडी में विद्यमान प्रावधान	प्रस्तावित सुधार /संशोधन
1.	7.4 घरेलू / सेवा उद्योग	
	i) अधिकतम 09 कर्मचारियों और 11 कि.वा. पावर सहित घरेलू औद्योगिक इकाइयों को आवासीय क्षेत्रों में जारी रखने की अनुमति दी जा सकती है और इस प्रकार की नई औद्योगिक इकाइयों को श्रम और उद्योग विभागों तथा डी.पी.सी.सी. (दिल्ली प्रदूषण नियंत्रण समिति) से वैधानिक मंजूरी के अधीन आवासीय क्षेत्र में इस शर्त के साथ अनुमति दी जा सकती है कि किसी भी प्रदूषणकारी औद्योगिक इकाइयों को घरेलू उद्योग के रूप में अनुमति नहीं दी जाएगी।	अधिकतम 09 कर्मचारियों और 11 कि.वा. पावर सहित घरेलू औद्योगिक इकाइयों को आवासीय क्षेत्रों में जारी रखने की अनुमति दी जा सकती है और इस प्रकार की नई औद्योगिक इकाइयों की अनुमति आवासीय क्षेत्र में इस शर्त के साथ दी जा सकती है कि किसी भी प्रदूषणकारी औद्योगिक इकाइयों को घरेलू उद्योग के रूप में अनुमति नहीं दी जाएगी।

[फा. सं. के-12011/8/2018-डीडी-1]

उपेन्द्र कुमार तिवारी, अवर सचिव

MINISTRY OF HOUSING AND URBAN AFFAIRS

(DELHI DIVISION)

NOTIFICATION

New Delhi, the 11th December, 2019

S.O. 4434(E). —Whereas, certain modifications which the Central Government proposed to make in the Master Plan for Delhi-2021 as part of its review exercise which were published in the Gazette of India, Extraordinary, as Public Notice S.O. 3168 (E) dt. 03.09.2019 by the Delhi Development Authority in accordance with the provisions of Section 44 of the Delhi Development Act, 1957 (61 of 1957) inviting objections/suggestions as required by sub-section (3) of Section 11-A of the said Act, within forty five days from the date of the said notice.

2. Whereas, objections / suggestions received with regard to the proposed modification have been considered by the Board of Enquiry and Hearing, set up by the Delhi Development Authority and also approved at the meeting of the Delhi Development Authority.

3. Whereas, the Central Government has, after carefully considering all aspect of the matter, decided to modify the Master Plan for Delhi-2021.

4. Now, therefore, in exercise of the powers conferred by sub-section (2) of Section 11-A of the said Act, the Central Government hereby makes the following modifications in the said Master Plan for Delhi-2021 with effect from the date of publication of this Notification in the Gazette of India.

Modifications:

S.No.	MPD-2021	
	Existing Provision in MPD-2021	Proposed Amendments/Modifications
1.	7.4 HOUSEHOLD / SERVICE INDUSTRIES	
	i) Household industrial units with maximum 09 workers and 11 KW power may be allowed to continue in residential areas and new industrial units of this type could be permitted in residential area subject to statutory clearances from Labour and Industries departments and DPCC (Delhi Pollution Control Committee) with the condition that no polluting industrial units shall be permitted as household industry.	i) Household industrial units with maximum 09 workers and 11 KW power may be allowed to continue in residential areas and new industrial units of this type could be permitted in residential area with the condition that no polluting industrial units shall be permitted as household industry.

[F.No. K-12011/8/2018-DD-I]

UPENDRA KUMAR TIWARI, Under Secy.

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INDIAN NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL12451853876763S
Certificate issued dated : 01-Dec-2020 01:25 PM
Account Reference : IMPACC (IV)/di753203/DELHI/DL-
DLH
Unique Doc. Refernece : SUBIN-
DLDL75320329667543773897S
Purchased by : SHRI SWASTIC SILICATE MILLS
Description of Document : Articles 35 (ii) Lease with security upto 5
years
Property Description : Not Applicable
Consideration price (Rs.) : 0
(Zero)
First Party : SHRI SWASTIC SILICATE MILLS
Second Party : Not Applicable
Stamp Duty Paid by : SHRI SWASTIC SILICATE MILLS
Stamp duty Amount (Rs.) : 50
(Fifty only)


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IN-DL12451853876763S
 RENT AGREEMENT
 Schedule of property and rent

TENANT NAME & ADDRESS	SANJAY PRASAD A-175, S.K.-1, SECTOR-93, GAUTAM BUDHA NAGAR, NOIDA, UTTAR PRADESH- 201301
TENANCY PREMISES	ROOM NO.104 10, RAM BAGH, KISHAN GANJ, DELHI-110007
MONTHLY RENT	RS.10000/-
SECURITY	RS.20000/-
TENURE	01.10.2020 TO 01.10.2022

The Rent Agreement is made and executed at Delhi on this 1st day of Dec. 2020 by and between

SHRI SWASTIC SILICATE MILLS, having its office at 1/18B, Asaf Ali Road, New Delhi-110002 through its authorized signatory Sh. Vijay Gupta (hereinafter called the Lessor/Owner) of the First Part.


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AND

SANAY PRASAD S/O SHRI RAM PRASAD R/o A-175, S.K.-
1, SECTOR-93, GAUTAM BUDH NAGAR, NOIDA, UTTAR
PRADESH-201301, (hereinafter called the Lessee/Tenant) of the
Second Party.

The expression of both the parties shall mean and include their
respective heirs, assigns, nominees, executors, administrators
and representatives etc.

Whereas the first party is the landlord of the premises bearing
No.10, Ram Bagh, Kishan Ganj, Delhi-110007 (hereinafter
referred as to "Premises") and has agreed to let out Room
No.104, of the premises (hereinafter called the "Tenanted
Premises") duly shown in red color in the map attached herewith
to the tenant on the following terms and conditions:

NOW THIS RENT AGREEMENT WITNESSETH AS

UNDER:-

1. That the first party has agreed to let out the tenanted
premises to the second party for a period from 01.10.2020
to 01.10.2022.


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2. That the rent for the tenanted premises has been agreed for the sum of Rs.10,000/- (Rupees Ten Thousand only) per month.
3. The second party shall pay the said rent to the first party in advance on or before 7th day of each English calendar month.
4. That the tenant has paid a sum of Rs.10,000/- (Rupees Ten Thousand only) to the owner towards advance rental for the month of October 2020 simultaneously with the signing of this agreement and also paid a sum of Rs.20,000/- (Rupees Twenty Thousand only) towards interest free security deposit refundable at the time of handing over peaceful and vacant possession of the tenanted premises to the first party after deducting the rent and any other applicable dues, if any.
5. That in addition to the said rent, the second party shall pay the electricity and water charges, separately.
6. That the second party shall also be liable to pay service tax & other statutory charges as applicable.


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7. That the tenanted premises will be used by the second party for commercial purposes which are permitted under the law for the time being in force.
8. That the tenant shall not in any manner be entitled to use any area other than the tenanted premises such as any adjacent area or any area over the premises or below the premises and use of any such area shall be deemed as trespassing. However, the tenant shall have the right of to use the way for egress and outgress as provided by the owner for use of tenanted premises.
9. That the first party or its authorized representatives will be entitled to inspect the tenanted premises at all reasonable time.
10. That the first party or its authorized representatives will be entitled to inspect the tenanted premises at all reasonable time.
11. That the tenanted premises has been duly inspected by the second party who have verified that the premises are in good habitable condition and white washed / painted and


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the fittings and fixtures thereof are in perfect working condition.

12. That day to day repairs, if any of the tenanted premises with respect to the fittings & fixtures shall hereinafter be carried out by the second party at his own costs & expenses.
13. That the tenant/second party shall not make any addition, alteration and unauthorized construction in the tenanted premises.
14. That the second party shall not sub let, assign and/or part with the possession of the tenanted premises or any part thereof to any other person.
15. That in case of any irregularity/misuse of electricity with respect to tenanted premises, the second party shall be solely liable to the consequences arising there from and shall also pay the penalty/misuse charges/subletting charges as imposed by the concerned authority which includes TPDDL and if first party gets any loss due to


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such misuse/irregularity shall be indemnified by the second party to the first party.

16. That in case of default in paying the rent for two consecutive months, this agreement shall stand automatically terminated and the second party would be liable to vacate the premises irrespective of the expiry of the remaining tenancy period. In such event the first party shall have a right to take the premises under its charge without giving any notice to the tenant and tenant hereby agrees that he shall not be entitled to claim any damage in such a circumstances.
17. That upon the expiry of the tenancy period, the tenant/second party shall hand over actual physical peaceful possession of the tenanted premises to the owner of the first part. However, upon the expiry of the said tenancy period, the tenancy would be renewable at the option of the
18. That upon the expiry of the tenancy period, the tenant/second party shall hand over actual physical

peaceful possession of the tenanted premises to the owner of the first part. However, upon the expiry of the said tenancy period, the tenancy would be renewable at the option of the owner for a further period on 20% increase in the last paid rent and fresh Rent agreement shall be executed in this regard.

19. That upon expiry of the tenancy period, if second party fails to vacate the tenanted premises, then without prejudice to the other legal rights of the first party, the second party shall be liable to pay rent/damages at the rate of Rs.1000/- (Rupees One Thousand only) per day from the period of expiry of tenancy till the actual vacant peaceful possession of the tenanted premises is handed over to the first party.
20. That the tenant shall not store any hazardous material in the tenanted premises and shall not create any kind of nuisance in the said locality.
21. That the second party shall use the premises as per the applicable laws, rules and regulations etc. for the time

being in force and in case of violation of any law, rules and regulations of any nature, second party alone shall be responsible for the same and any losses occurred to the first party by such violation shall be indemnified by the second party to the first party.

IN WITNESSES WHEREOF, the parties have signed this rent agreement on 1st Day of Dec. 2020 in the presence of the following witnesses:-

WITNESSES:

FIRST PARTY

Sd/-
SECOND PARTY


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Delhi Police

Request for Registration of Tenant Information

Request Number: 81662104221 date of submission: 02/03/2021

- (1) Name of Landlord: SHRI SWASTIC SILICATE MILLS
 - (2) Address: No.10, Ram Bagh, Kishan Ganj, Delhi Gulabi Bagh, North, Delhi 110007, India
- Phone No 91-9873569692, 91-

Particulars of Tenant to Whom Premises are let out

- (1) Name: SANJAY PRASAD (S/O) RAM PRASAD
- (2) Occupation with details of office phone number: BUSINESS
- (3) Age: 37
- (4) Tenanted premises address: R. No. 104, 10, Ram Bagh, Kishan Ganj, Delhi, Gulabi Bagh, North, Delhi-110007, India
- (5) Previous Residence:
Date of leaving
- (6) Permanent Address: A-175, S.K.-1, Sector-93, Gautam Budh Nagar, Noida, Phase II, Ghaziabad, Uttar Pradesh-201301, India
- (7) Details of either anyone (passport, driving license, arms license, ration card, voter card, Aadhar Card (UIDAI):
826326994867
- (8) Tenant Phone: 91-8750188504


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Acknowledgment for Tenant Registration Request

Request Number: 81662104221 date of submission:
02/03/2021

Received From-Owner Name: SHRI SWASTIC SILICATE
MILLS


Tenant Name: SANJAY PRASAD

Tenanted Premises Address:

R. No. 104, 10, Ram Bagh, Kishan Ganj, Delhi, Gulabi Bagh,
North, Delhi-110007, India

Police Station: Gulabi Bagh

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List of Household/Service Industries As Per Master Plan 2021| Official Website of Department of Industries, Government of ...

SKIP TO MAIN

(/HI/LIST-HOUSEHOLDSERVICE-INDUSTRIES-MASTER-PLAN-2021)

CONTENT ([HTTP://PGC.DELHI.GOV.IN/SITEMAP](http://pgc.delhi.gov.in/sitemap))

A+ A A-

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[A\(/styleswitcher/switch/friday/custom/black?destination=/list-householdservice-industries-master-plan-2021\).](#)

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Department of Industries
Government of National Capital Territory of Delhi

Home (/). »

List of Household/Service Industries As Per Master Plan 2021

List of Household/Service Industries As Per Master Plan 2021

Description	Document
List of Household/Service Industries As Per Master Plan 2021	View/Download (http://pgc.delhi.gov.in/sites/default/files/9th.pdf). Format - PDF Size - 73.56KB Language - English

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Page Last updated date : 19-03-2020 1

Notice Block (From <https://delhi.gov.in>)

Important link

→ Online Monitoring Data of CETPs in Delhi

(<http://www.dpccems.nic.in/login>)

pgc.delhi.gov.in/list-householdservice-industries-master-plan-2021

1/2

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- Delhi Institute of Tool Engineering

(<http://dite.delhigovt.nic.in/index.asp>).

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LIST OF HOUSEHOLD/SERVICE INDUSTRIES AS PER MASTER PLAN 2021

1. Agarbati and Similar products
2. Aluminium hanger (excluding wire drawing and anodizing)
3. Ayurvedic/Homoeopathic/Uunni medicines
4. Assembly and repair of electronic goods
5. Assembly repair of sewing machines
6. Assembly of hand tools
7. Assembly of badminton shuttlecocks
8. Assembly and repair of electrical gadgets, cooler/heater etc.
9. Assembly and repair of typewriter (excluding Font Casting)
10. Assembly of Bakelite Switches
11. Assembly and repair of measuring instruments (excluding handling of Mercury and hazardous materials.
12. Atta Chakkies
13. Batik works
14. Block making and photo enlarging
15. Biscuit, pappey, cakes and cookies making
16. Button making, fixing of button and hooks
17. Bookbinding
18. Brushes and brooms (by hand)
19. Calico and Textile products
20. Cane and bamboo products
21. Cassettes recording
22. Clay and modeling with/without Plaster of Paris
23. Coir and jute products
24. Cardboard boxes
25. Candles
26. Copper and brass art wares
27. Cordage, rope and twine making
28. Carpentry
29. Contact Lens
30. Canvas bags and hold alls making
31. Candies, sweets, rasmalai etc. (when not canned)
32. Cotton/silk printing (by hand)
33. Computer repairing and cyber information Centre
34. Computer software
35. Dari and Carpet weaving
36. Detergent (without bhatti)
37. Data processing
38. Dairy products e.g. cream, ghee, paneer etc.
39. Dry Cleaning (excluding big workshops)
40. Desk Top publishing
41. Embroidery
42. Enameling vitreous (without use of coal)
43. Framing of pictures and mirrors
44. Fountain pens, ball pens and felt pens
45. Gold and Silver thread, kalabattu
46. Hosiery products (without dyeing and bleaching)
47. Hats, caps turbans including embroideries
48. Information Technology enabled services
49. Ink making for fountain pens
50. Interlocking and buttoning

51. Jewellery items
52. Khadi and handloom
53. Khus tattis
54. Knitting works
55. Lace products
56. Leather footwear
57. Leather belts and assembly of buckles (by hand)
58. Leather and rexine made ups
59. Milk cream separation
60. Manufacture of jute products
61. Manufacture of bindi
62. Name plate making
63. Production of following items
 - (i) Blanco cakes
 - (ii) Brushes
 - (iii) Kulfi and confectionery
 - (iv) Crayons
 - (v) Jam, jellies and fruit preserves
 - (vi) Musical instruments (including repairs)
 - (vii) Lace work and like
 - (viii) Ornamental leather goods like purses, handbags
 - (ix) Small electronic components
64. Paper stationery items and book binding
65. Pith hat, garlands of flowers and pitch
66. P.V.C. products (maximum one moulding machine)
67. Paper machine
68. Perfumery and cosmetics
69. Photo setting
70. Photostat and cyclostyling
71. Photo copying of drawings including enlargement of drawings
72. Packing of Shampoos
73. Packaging of Hair Oil
74. Preparation of vadi, papad etc.
75. Processing of condiments, spices, groundnuts and dal etc.
76. Pan masala
77. Production of sweets and namkeens (less than one ton/day)
78. Paper mache
79. Paper cup, plates, files cover and letter pads (without printing)
80. Photography (developing and printing)
81. Repair of watches and clocks
82. Rakhee making
83. Repair of domestic electrical appliances
84. Readymade garments (without washing)
85. Repair of bicycles
86. Repair and assembly of computer hardware
87. Repair of bags, brief cases, suitcases, except use of leather and PVC material.
88. Repairing of water meters, stabilizer, UPS, etc.
89. Rubber stamps
90. Stone engraving
91. Sports goods/Sports nets
92. Surgical bandage rolling and cutting
93. Stove pipe, safety pins and aluminium buttons (by hand press)

94. Silver foil making
95. Saree fall making
96. Shoe laces
97. Stamp pads
98. Screen Printing
99. Tailoring
100. Thread balls and cotton fillings
101. Toys and dolls
102. Ties
103. Tomato Ketchup
104. Umbrella assembly
105. Utensil washing powder (only mixing and packaging)
106. Velvet embroidered shoes/shawls
107. Vermicelli and macaroni
108. Wood carving and decorative wood wares
109. Wool balling and lachee making
110. Wooden/cardboard jewellery boxes (subject to no objection certificate from the department)
111. Wool knitting (with machine)
112. Zari zardozi

GROUP A-1**HOUSEHOLD INDUSTRIES PERMISSIBLE IN VILLAGES (ABADI)**

1. Black smithy
2. Cane and bamboo products
3. Clay and modeling with/without plaster of paris
4. Dari/Carpet/Sari weaving (except dying & bleaching)
5. Ice cream and water cooling by refrigeration (without cold storage)
6. Stone engraving
7. Village pottery industry (without bhatti)
8. Village oil ghani
9. Wood carving and decorative wood wares

None of the industries mentioned in Group A and A-1 shall carry out the following processes:

- (i) Anodising
- (ii) Bleaching
- (iii) Burning of coal
- (iv) Canning facility
- (v) Dyeing
- (vi) Electroplating
- (vii) Moulding works
- (viii) Use of CFC gases
- (ix) Varnishing
- (x) Washing

NOTES:

- (i) Storing of chemicals listed under schedule I and / or II of the Manufacture, Storage and import of hazardous Chemical Rules. 1989 and Public Liability Insurance Act, 1990 shall be prohibited.
- (ii) No effluent/emissions shall be allowed to be generated by the units and these shall adhere to the noise standards as stipulated by Ministry of Environment and Forests, Government of India.

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ANNEXURE- R-7

73

NORTH DELHI MUNICIPAL CORPORATION
Central Licensing & Enforcement Cell
17th Floor, Dr SPM Civic Center, 11, Nehru Marg,
Delhi – 110002

CENTRAL TRADE/ STORAGE LICENSE
RENEW LICENSE

Department Circle/Hq. City S.P. Zone
License No. NGTL04212402772
Date of Issue 17.04.2021 License valid upto 31.03.2022
Issued U/S 417 D.M.C Act 1957

This License is granted in pursuance to the provisions in section 417 of the Delhi Municipal Corporation Act, 1957 as license amended upto to date and as valid only for the person and particulars specified between subject to following stated:

Shri : ARBINDER SINGH

Type of Firm : PROPRIETORSHIP

Relation of Applicant with Comany : PROPRIETOR

Trade Category : COMMERCIAL AREAS

Name of Unit/Establishment : DELHI, UP, MADHYA
PRADESH TRANSPORT
COMPANY WEST


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Trade Premises Situated : GROUND FLOOR, 10, RAM
BAGH ROAD KISHAN
GANJ DELHI KISHAN GANJ
DELHI-110006

Trade/Storage : STORAGE OF LICENSABLE
ARTICLES IN TRANSIT IN
TRANSPORT GODOWNS AND
AIR CARGO

Unit Area in sq. mtrs. : 280


License Fees of (Rs.)/ 26760.00 received receipt No. 81574599

License Generated Date: 23.04.2021

DISCLAIMER

This license is purely on the basis of documents submitted and self certification. If any of the statement of undertaking/self for all intents and purposes forthwith while forfeiting the fee and such person shall be liable for legal and penal action for obtaining license fraudulently by making false averments and further mere obtaining of license by making false averments to this regard will not amount to permission for change of land use of premises in question.

This is computer generated certificate and hence signature is not required.

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DELHI POLLUTION CONTROL COMMITTEE
DEPARTMENT OF ENVIRONMENT, (GOVT. OF NCT
OF DELHI)

5TH FLOOR, ISBT BUILDING, KASHMERE GATE, DELHI-6
Visit us at: <http://dpcc.delhigovt.nic.in>

F. No. DPCC/CMC-VII/2021/171-172 dated: 09.07.2021

To,

Mr. Vijay Gupta (Owner)
Shri Swastic Silicate Mills
1/18, Asaf Ali Road,
Delhi-110002

Subject:- News items published in the Times of India (TOI)
dated 28.02.2021 titled " Delhi: Man Charred to death as
illegal factory catches fire"

Sir,

This has reference to the Hon'ble NGT order dated 02.03.2021
in O.A. No. 65/2021 (copy enclosed) wherein Hon'ble NGT has
constituted five members joint committee comprising CPCB,
DPCC, Director Industrial Safety, Delhi the North Delhi
Municipal Corporation, and District Magistrate, North Delhi.
The Nodal Agency for co-ordination will be CPCB and DPCC.

Inspection of the site was carried out by the nominated
members, on dated 09.04.2021 in the presence of your
Manager/representative Mr. Yadav (Mob No. 9313244286) and


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accordingly a meeting was called on dated 16.04.2021, 23.06.2021 and further on dated 07.07.2021, for the discussion with respect to extent of damage extent of compensation required to be paid for damage to the Environment as well as loss of lives.

Further discussed in the meeting held on 07.07.2021 that a final meeting may be called on 14.07.2021 to finalize the report and presence of Senior Officers of the concerned department and you (the owner of Shri Swastic Silicate Mills) should present in the next upcoming meeting with relevant documents of the ownership, property and chain of the tenant details and its photocopy (self attested) with respect to your firm etc.

Now therefore you (the owner of Shri Swastic Silicate Mills) are requested to join the meeting on 14th of July 2021 at 11:00 AM at MCD Boys/Girls Primary School Pratap Nagar alongwith all the necessary details related documents to the said issue.

Yours sincerely,

Thanking you

Encl: as above

Sd/-
Satender Kumar
SEE, (CMC-VII)

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Dated: 13th July 2021

To,

Shri Satender Kumar
SEE, (CMC-VII)
Delhi Pollution Control Committee
Department of Environment, (Govt. of NCT of Delhi)
5th Floor, ISBT Building, Kashmere Gate,
Delhi-110006

Ref.:- Your letter No. DPCC/CMC-VII/2021/171-72 dated
09.07.2021

Respected Sir,

It is respectfully submitted as under:-

1. That I am in receipt of your above letter.
2. Recently I have recovered from Covid and thereafter I am not well, suffering from fever and on bed-rest/post Covid recovery.
3. I am sending Shri Ramesh Yadav, my authorized representative/ Manager of Firm, who looks after the rental affairs of the property.
4. At the outset I would like to clarify that I / Shri Swastic Slicate Mills is not the owner of the property in question as mentioned in your notice. However the owner of the property GUJRANWALA GURUKUL TRUST had given


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the entire property 10 Ram Bagh to various tenants out of which a portion was let out to us also in the year 1979 from Gujrawalan Gurukul Trust, vide registered lease deed dated 18.06.1979, document Regn No.2390, Book No.I, Volume No.3603, on pages 190 to 194, registered on 17.07.1979, in the office of Sub Registrar-I, Delhi.

5. The said lease was further renewed on 18.04.2001 and duly registered vide document No.3740, Book No.I, Volume No.394, on pages 26 to 29, registered in the office of Sub Registrar-I, Delhi.
6. I am attaching herewith the copies of the following lease deeds for your perusal:-
 - i. Lease deed dated 17.07.1979
 - ii. Lease deed dated 18.04.2001
7. As per the above lease deeds the tenancy was with rights and power to sub let the same or any portion thereof to any tenant (as per clause No.7 of said lease deeds). It is in pursuance of the said powers, I have inducted the tenants


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and we have already given you the copies of the rent agreements.

8. I am attaching herewith the copies of the following rent agreements executed with tenants for your perusal:-

- i. Rent agreement dated 12.11.2019
- ii. Rent agreement dated 12.11.2019
- iii. Rent agreement dated 01.12.2020
- iv. Rent agreement dated 18.12.2020
- v. Rent agreement dated 30.09.2019
- vi. Rent agreement dated 19.08.2019
- vii. Rent agreement dated 10.08.2019
- viii. Rent agreement dated 19.08.2019

9. As per clause No. 7 of the aforesaid rent agreements it is stipulated as under:-

"that the tenanted premises will be used by the second party for commercial purposes which are permitted under the law for the time being in force."

10. As per clause No. 15 of the aforesaid rent agreements it is further stipulated as under:-

"... in case of any irregularity misuse of electricity with respect to tenanted premises, the second party shall be solely liable to the consequences arising therefrom and


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shall also pay the penalty/misuse charges/subletting charges as imposed by the concerned authority which includes TPDDL and if first party gets any loss due to such misuse/irregularity shall be indemnified by the second party to the first party."

You are requested to kindly take the above facts on record.

Thanking you,

Yours sincerely

Sd/-

Vijay Gupta
Shri Swastic Silicate Mills
1/18, Asaf Ali Road,
New Delhi-110002

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(81)

DELHI POLLUTION CONTROL COMMITTEE
DEPARTMENT OF ENVIRONMENT, (GOVT. OF NCT OF
DELHI)

1ST Floor, F- Block, Vikas Bhawan-II, Upper Bela Road, Civil
Lines, Delhi-110054

Visit us at: <http://dpccdelhigovt.nic.in>

No. DPCC/CMC: VII/2021/10006-07 dated: 23.09.2021

Sh. Vijay Gupta
C/o Shree Swastika Silicate Mills,
18 UB, Jawahar Nagar,
Delhi-110007

Subject: Show Cause Notice for Imposition of
Environmental Damages Compensation in
compliance of orders of Hon'ble National Green
Tribunal (NGT) in O.A. No.65/2021

Whereas the Hon'ble National Green Tribunal took
cognizance of the media report Titled "Daily: Man
Charred to death as illegal factory catches fire" in
OA No.65/2021. The Hon'ble Tribunal passed an
order on 02.03.2021 on the basis of the above
mentioned news report.


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And whereas, the Hon'ble Green Tribunal vide order dated 02.03.2021 constituted a committee consisting of following organization:

- (a) Central Pollution Control Committee (CPCB)
- (b) Delhi Pollution Control Committee (DPCC)
- (c) Director Industrial Safety Delhi,
- (d) North Delhi Municipal Corporation,
- (e) District Magistrate (North Delhi)

And whereas the Tribunal directed to the abovementioned Committee to inspect the site and to file the consolidated report before the Hon'ble Tribunal for further orders.

And whereas, the aforesaid committee filed its report before the Hon'ble Tribunal on 24.08.2021. Copy of the report is annexed herewith as Annexure-I.

And whereas, the report of the Committee was accepted by the Hon'ble Tribunal vide order dated


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31.08.2021. Copy of the report is annexed herewith as Annexure-2.

And whereas, you Shri Vijay Gupta fails to comply with the conditions as mentioned in the Rent Agreement. The activity of the units operating in the said premises falls under Orange Category and carried out in residential area. As per Environmental Compensation Policy in terms to compliance of the Hon'ble Green Tribunal orders passed from time to time, the Environmental Compensation as per the following formula is being imposed (as per the report of the Committee).

$EC = PI \times N \times R \times S \times LF1 \times LF2$

EC- Environmental Compensation

PI- Pollution Index of Industrial Sector (50 for Orange category)

N- Number of days of violation (513 days)

R- A factor in Rupees for Environmental Compensation

(Rs.250 as average Rupee factor as recommended by CPCB)


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S- Factor for scale of operation (0.5)

LF1- Population factor where unit is located (2.0 for NCT of Delhi)


LF2- Type of industrial collector in conformity with MPD in which unit is located (1.5 for non-conforming area)

The total amount of Environmental Compensation as per the above said formula:

$$EC = 50 \times 513 \times 250 \times 0.5 \times 2 \times 1.5$$

EC = Rs.9618750/- (Rs. Ninety Six Lakhs Eighteen Thousand seven Hundred fifty only)

And whereas, your case was considered by the Competent Authority, in Delhi Pollution Control Committee in consonance with the order dated 31.08.2021 passed by the Hon'ble Tribunal and it has been decided that why not the Environmental Damages Compensation of Rs.96,18,750/- (Rs. Ninety Six Lakhs Eighteen Thousand seven Hundred fifty only) as calculated by the Joint Committee w.e.f. from 01.10.2019 (initial date of rent agreement) to the date of fire i.e. 27.02.2021 (total 513 days) should be levied upon on you i.e.


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Sh. Vijay Gupta c/o M/s. Swastika Silicate Mills,
18 UB, Jawahar Nagar, Delhi-110007.

Your reply, (if any), alongwith supporting documents, should reach this office within 15 days from the date of issue of this notice. In case of failure, it will be presumed that you have nothing to say in the regard and the aforementioned proposed EDC shall be levied upon you confirmed without any further reference in this regard.

This is being issued as per the approval of
Competent Authority.

Encl: As above

Sd/-
SEE, CMC-VII

Copy to: Master File (CMC-VII)

Sd/-
EE, CMC-VII

True Copy

[Signature]
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BEFORE THE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI
REVIEW APPLICATION NO.37 of 2021

IN

ORIGINAL APPLICATION NO.65 OF 2021

(Under Section 19(4)(f) of the National Green Tribunal Act, 2010 r/w Rule 22 of the National Green Tribunal (Practice and Procedure) Rules, 2011 and Order XLVII Rule 1 of the Code of Civil Procedure, 1908 against the Judgment and Order dated 31.08.2021 passed by the Principal Bench of this Hon'ble Tribunal in Original Application No.65 of 2021)

In re: News item published in The Times of India dated 28.02.2021 titled "Delhi: Man charred to death as illegal factory catches fire"

AND IN THE MATTER OF:

Vijay Gupta
C/o M/s. Shree Swastika Silicate Mills, 27,
Bangla Road Kamla Nagar
New Delhi

.... Review Applicant

REVIEW APPLICATION UNDER SECTION 19(4)(f) OF THE
NATIONAL GREEN TRIBUNAL ACT, 2010 R/W. RULE 22
OF THE NATIONAL GREEN TRIBUNAL (PRACTICE AND
PROCEDURE) RULES, 2011 AND ORDER XLVII RULE 1 OF
THE CODE OF CIVIL PROCEDURE, 1908

THE HUMBLE APPLICATION OF THE APPLICANT
ABOVENAMED


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MOST RESPECTFULLY SHOWETH:

1. The present Application is being filed under Section 19(4)(f) of the National Green Tribunal Act, 2010 r/w Rule 22 of the National Green Tribunal (Practice and Procedure) Rules, 2011 and Order XLVII Rule 1 of the Code of Civil Procedure, 1908, seeking review of the Order dated 31.08.2021 passed by the Principal Bench at New Delhi in O.A. No.65/2021 whereby this Hon'ble Tribunal on the basis of a news item published in The Times of India dated 28.02.2021 exercised its *suo motu* jurisdiction vide Order dated 02.03.2021 and appointed a 5 Member Joint Committee which submitted its Report before the Hon'ble Tribunal on 24.08.2021. Without supplying a copy of the Report of the Joint Committee and without hearing the Applicant, this Hon'ble Tribunal directed vide Order dated 31.08.2021 that the compensation assessed by the committee be recovered and if not paid within one month, coercive measures be taken against the concerned persons as well as against the property involved. The impugned order was sent by Speed Post vide Covering Letter dated 06.09.2021 for compliance. It is against this impugned order that the present Review Application is filed. A true and correct copy of the Order dated 31.08.2021



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passed by this Hon'ble Tribunal in O.A. No.65/2021 along with Covering Letter dated 06.09.2021 is annexed herewith and marked as ANNEXURE A-1.

2. That the Order dated 31.08.2021, which is under review, has been passed in violation of the principles of Natural Justice. It suffers from grave mistakes, errors both factual and legal which are apparent on the face of record and which have resulted in grave miscarriage of justice.
3. The facts which are relevant for the purposes of the present Review Application are as follows:

3.1 It may be pointed out that M/s Shri Swastika Silicate Mills is a propriety firm having its office at 1/ 18 B, Asaf Ali Road, New Delhi - 110002 belonging to the wife of the Applicant. However, only activity of the said firm is to let-out various portions of the property. It does not conduct any commercial or industrial activity.

3.2 That the Applicant entered into an agreement for lease with Gujranwala Gurukul Trust - the lessor for a portion of the property situated at 10, Ram Bagh, Kishan Ganj, New Delhi


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- 110007 vide registered lease deed dated 17.07.1979.

- 3.3 That the said lease was further renewed on 18.04.2001. A true and correct copy of the lease deed dated 18.04.2001 is annexed herewith and marked as ANNEXURE A-2.
- 3.4 That Clause 7 permitted that the premises can be further let-out/ sub-let and Clause 9 of the renewed lease deed dated 18.04.2001 permitted commercial/ industrial use of the premises:

CLAUSE 7

That the second party shall be entitled to sub-let, assign or otherwise part with possession of the tenanted premises either in full or in part to any one on any condition which may be deemed fit by it and the landlord shall not object the same in any manner.

CLAUSE 9

That the second party and its nominees etc. shall be entitled to use the tenanted premises for residential, commercial or industrial purposes and the first party shall not be able to object the same in any way.

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- 3.5 That the Applicant in pursuance of Clauses 7 and 9 of the lease deed, executed Rent Agreements on different dates in favour of one Sh. Heera Lal Raheja, one Sh. Sanjay Prasad and one Mrs. Babita Mishra- tenants. True and correct copies of the Rent Agreements dated 12.11.2019, 12.11.2019 and 01.12.2020 are annexed herewith and marked as **ANNEXURE A-3 (Colly)**.
- 3.6 That in all the Rent Agreements, the following conditions were specifically mentioned:

CLAUSE 20

"That the tenant shall not store any hazardous material in the tenanted premises and shall not create any nuisance in the said locality."

CLAUSE 21

"That the second party shall use the premises as per the applicable laws, rules and regulations etc. for the time being in force and in case of violation of any law, rules and regulations of any nature, second party alone shall be responsible for the same and any losses occurred to the first party by such violation shall be indemnified by the Second Party to the First Party."


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The Applicant had thus taken all the precautions to ensure that the premises is not misused and that the tenant follows all the laws in force at the relevant time.

3.7 That this Hon'ble Tribunal took suo *motu* cognizance of a mass fire breakout incident on the basis of a news item dated 28.02.2021 published in The Times of India titled "Delhi: Man charred to death as illegal factory catches fire" which resulted in the unfortunate death of one Sh. Upchand Kumar, a 35 years old man and injuries to three other persons including two firefighters (out of which one suffered a burn injury while trying to remove the body) and one Sh. Sushil Kumar, a resident of Kishan Ganj. It was mentioned in the news item that the death occurred due to a cylinder blast in one of the rooms on the first floor of the said property.

3.8 That this Hon'ble Tribunal vide Order dated 02.03.2021 constituted a five-Member Joint Committee comprising of the CPCB, DPCC, Director Industrial Safety, Delhi, the North Delhi Municipal Corporation and District Magistrate, North Delhi to visit the site and ascertain the cause of the incident, extent of damage, extent of compensation required


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to be recovered and the steps for preventing such occurrences in future. A true and correct copy of the Order dated 02.03.2021 passed by this Hon'ble Tribunal is annexed herewith and marked as **ANNEXURE A-4**.

3.9 That in view of the Order dated 02.03.2021, the Delhi Pollution Control Committee issued a letter dated 09.07.2021 to the Applicant herein seeking his presence in the meeting of the Joint Committee to be held on the next date i.e. 14.07.2021. It was stated that inspection of the site was carried out on 09.04.2021 and thereafter meetings were held on 16.04.2021, 23.06.2021 and 07.07.2021. It was decided on 07.07.2021 that a final meeting may be called on 14.07.2021. A true and correct copy of the letter dated 09.07.2021 issued by the DPCC to the Applicant is annexed herewith and marked as **ANNEXURE A-5**.

3.10 That the Applicant submitted his response to the aforementioned letter issued by the DPCC on 13.07.2021. The Applicant stated at Para 4 that he is not the owner of the property where the said incident of fire breakout


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happened and that he had taken/ the premises on lease from Gujranwala Gurukul Trust, as mentioned above, vide lease deeds dated 17.07.1979 and 18.04.2001. At Paras 7 and 8, it is stated that within the parameters of the lease deeds, he let-out certain portions of the said property to some tenants, including Sh. Heera Lal Raheja, Sh. Sanjay Prasad and Mrs. Babita Mishra by executing legally enforceable Rent Agreements. Therefore, in essence, the power to let-out the property is derived from the original lease deeds which contained a clause to this effect. A true and correct copy of the response submitted by the Applicant dated 13.07.2021 is annexed herewith and marked as **ANNEXURE A-6.**

3.11 That the Joint Committee submitted a detailed Report dated 18.08.2021 to this Hon'ble Tribunal. However, a copy of the same was not given to the Applicant. The Applicant, subsequent to the impugned order, procured a copy of the Report from which it comes out as follows:

- i. It is mentioned in Para (that the premises is allegedly located in residential area which is not as


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per Master Plan of Delhi.

- ii. At Para (g) it is stated that fire started from the room which was used for manufacture of lipstick/nail polish; that fire started due to leakage of gas from LPG cylinder while heating the chemical compound used in lipstick manufacturing.
- iii. In Para 1, it is stated that notice under Section 10A(1) of the Employee's Compensation Act, 1923 was issued to Sh. Sanjay Prasad (tenant) to deposit a sum of Rs.16,60,275 for the death of Sh. Upchand (employee in his manufacturing activity) and to furnish disability of percentage of injured employee Sh. Sushil Kumar.
- iv. In Para 6 at V., it is stated *that both landlord and tenants are equally responsible for this tragic fire incident* but subsequently it is found that the environmental compensation of Rs.96,18,750/- has been levied on the Applicant alone.

A true and correct copy- of the Report dated 18.08.2021 of the Joint Committee referred in the impugned order as being dated 24.08.2021 is annexed herewith and marked as ANNEXURE A-7.


3.12 That this Hon'ble Tribunal after extracting extensively from the Report submitted by the Joint Committee and without issuing notice to the Applicant herein, directed vide Para 8


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of the Order dated 31.08.2021 that the compensation assessed by the committee be recovered and if not paid within one month, coercive measures be taken against the concerned persons as well as against the property involved. In Para 2 of the Order (under Points 2 and 3 of the portion extracted from the Order dated 02.03.2021), it is mentioned that there appears to be non-compliance of the provisions of Manufacture, Storage and Import of Hazardous Chemical Rules, 1989, the Hazardous and other Waste (Management and Transboundary Movement) Rules, 2016 and the Plastic Waste Management Rules, 2016. It is also mentioned that the owner/ occupier of the hazardous activity is responsible for compensation to the victims and for restoration of the environment. This Hon'ble Tribunal reserved liberty for any aggrieved person to take remedial measures for such actions against them by observing in Para 8 that:

"If the owners/ tenant or other persons against whom action is taken are aggrieved, they are at liberty to take their remedies, including moving this Tribunal".

Therefore, the Applicant herein aggrieved by the Order dated 31.08.2021 passed by this Hon'ble Tribunal is filing the present Review Application.


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3.13 That the Applicant received the impugned order dated 31.08.2021 by way of Speed Post vide Covering Letter dated 06.09.2021 for compliance of the directions of this Hon'ble Tribunal.

3.14 That though the committee has mentioned that the premises is located in residential area which is not as per the Master Plan of Delhi, the Applicant submits that in the layout plan of Andha Mughal Colony, in which the said property falls does not specify any particular use. A true and correct copy of the layout plan of the year 1973 is annexed herewith and marked as **ANNEXURE A-8**. Further, the Applicant has collected information according to which a Notification was issued on 11.12.2019 wherein it was clarified that the household industrial units with maximum 9 workers and 11KW power could be allowed to continue in residential areas. A list of household service industries as per Master Plan 2021 which are permissible in the residential area include, among others, at serial number 43 "perfumery and cosmetics", which would include lipstick/nail polish. A true and correct copy of the news item in The Times of


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India dated 22.12.2019 along with the list of household service industries as per Master Plan 2021 is annexed herewith and marked as ANNEXURE A-9. The Applicant is trying to obtain the Notification as well the Zonal Plan of the area in question and shall produce it as soon as he procures it.

3.15 That the Applicant submits that the owner/landlord vide lease deed dated 18.04.2001 had permitted the commercial/industrial use of the premises. Further, practically all the buildings in the area in question have been used for commercial activities. Most of the persons who are doing commercial/ industrial activity have also procured permissions from the Government Authorities. In the premises which belongs to the Applicant, one of the tenants, namely, Delhi-U.P. Transport Company was granted commercial license by the MCD. The Applicant, therefore, in good faith, after taking all precautions in the Rent Agreement and on being satisfied that the dominant use in the area was commercial, had rented out to the tenants, as mentioned above. A true and correct copy of the commercial license granted to Delhi-U.P. Transport


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Company dated 17.04.2021 valid upto 31.03.2022 is annexed herewith and marked as **A.NNEXURE A-10**.

3.16 That the Applicant received a Notice from DPCC, Department of Environment dated 23.09.2021 wherein it was mentioned about the Order dated 31.08.2021 passed by this Hon'ble Tribunal which had accepted the Report of the Joint Committee submitted on 24.08.2021. The DPCC has sought the response of the Applicant herein as to why the amount of Rs.96,18,750/- not be levied on him in terms of the Order of this Hon'ble Tribunal towards payment of environment compensation from the date of the Rent Agreement i.e. 01.10.2019 till the date of the incident of fire i.e. 27.02.2021, along with supporting documents within a period of 15 days from the date of the Notice failing which the Authority shall presume that the Applicant has no' response and that the compensation amount so levied is correct. A true and correct copy of the Notice dated 23.09.2021 issued by the DPCC, Department of Environment is annexed herewith and marked as **ANNEXURE P-11**.


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4. That the present Review Application is filed on the following, amongst other, grounds:

GROUNDS

- A. Because this Hon'ble Tribunal erred in holding the Applicant liable without affording an opportunity of hearing to him which is in complete violation of the principles of natural justice and, therefore, on this ground alone the impugned order dated 31.08.2021 deserves to be set aside as being void and resulting in gross injustice. It may be pointed out that under the NGT Act, the Tribunal is bound to observe compliance of the principles of Natural Justice while adjudicating any matter.
- B. Because the Hon'ble Tribunal failed to appreciate the fact that the Applicant herein is not the owner but only the lessor of the property where the said unfortunate incident occurred. The Applicant duly executed Rent Agreements with all the tenants and in particular with the tenant in whose tenanted premises the fire broke out on account of the chemicals involved in the manufacturing activities undertaken by him for which no prior permission was ever taken by him and about which the Applicant was completely unaware. Therefore, the Applicant had no control


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over such activities as were illegally being carried out by the said tenant. In fact, the Applicant had expressly barred such activities in the tenanted premises by inserting a clause in the Rent Agreement to this effect at clause 20 which reads as under:

"That the tenant shall not store any hazardous material in the tenanted premises and shall not create any nuisance in the said locality."

This makes it clear that the Applicant had taken all preventive measures to restrain the said tenant from carrying out any such prohibited activities in the premises let out to him but the tenant did not adhere to such a prohibition and carried on his business without paying heed to such caution. The tenant failed to ensure that all safety measures are kept in place in case any emergency occurs. Such a lackadaisical approach of the tenant resulted in a serious accident and an unfortunate casualty. For this negligent attitude, the tenant alone is responsible for it was he who was carrying on such manufacturing activities at the tenanted premises despite clear prohibition in the Rent Agreement.

- C. Because the Applicant had no idea as to what was happening inside the premises let out to the said tenant and in such a case, it


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was the duty of the tenant to not carry on any activity which was prohibited in terms of the Rent Agreement and further it was expressly stated that in case of any loss or damage which accrues to the Applicant herein on account of such an activity then the tenant shall be liable to indemnify such loss or damage. This can be seen at clause 21 of the Rent Agreement:

"That the second party shall use the premises as per the applicable laws, rules and regulations etc. for the time being in force and in case of violation of any law, rules and regulations of any nature, second party alone shall be responsible for the same and any losses occurred to the first party by such violation shall be indemnified by the Second Party to the First Party."

The Applicant had let out the premises in good faith to the said tenant but the tenant deceitfully ignored the faith reposed in him and carried on activities which were not permissible at the said premises and, therefore, is solely responsible for the fire that broke out at the tenanted premises.

- D. Because in the Order dated 02.03.2021(referred to in Para 2 of the impugned order), it was mentioned that there appears to be non-compliance of the provisions of Manufacture, Storage


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and Import of Hazardous Chemical Rules, 1989, the Hazardous and other Waste (Management and Trans boundary Movement) Rules, 2016 and the Plastic Waste Management Rules, 2016 and that the owner/ occupier of the hazardous activity is responsible for compensation to the victims and for restoration of the environment. In Para 7 of the impugned order, this Hon'ble Tribunal has observed that the PP has been found to be operating without statutory consent in a non-conforming area. But at Para 8, this Hon'ble Tribunal levies the environmental compensation on the Applicant who is neither the Project Proponent (PP) nor the "occupier of the hazardous activity". It is submitted that the definition of the term "occupier" under the Manufacture, Storage and Import of Hazardous Chemical Rules, 1989 is provided as under:

(g) "importer" means an occupier or any person who imports hazardous chemicals;

As per the Hazardous and other Waste (Management and Trans boundary Movement) Rules, 2016, "occupier" is defined as:

"occupier" in relation to any factory or premises, means a person who has, control over the affairs of the factory or the premises and includes in relation to any


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hazardous and other wastes, the person in possession of the hazardous or other waste;

"actual user" means an occupier who procures and processes hazardous and other waste for reuse, recycling, recovery, pre-processing, utilisation including coprocessing;

"captive treatment, storage and disposal facility" means a facility developed within the premises of an occupier for treatment, storage and disposal of wastes generated during manufacture, processing, treatment, package, storage, transportation, use, collection, destruction, conversion, offering for sale, transfer or the like of hazardous and other wastes;

What comes out from the above definitions is that the Applicant does not fall under any one of these categories and cannot be termed as an "occupier" of the hazardous activity. The Applicant is, therefore, not liable for the environmental compensation so levied on him without even affording an opportunity of hearing him.

- E. Because the area - Kishan Ganj where the premises is located is predominantly used for commercial purposes. In the original lease which was granted by the owner, the commercial/industrial


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use was permitted. The Applicant permitted commercial use of the premises by tenant after incorporating the specific conditions as already mentioned above. The Applicant also submits that persons who are doing commercial activity have obtained the necessary permissions from the concerned departments. The Govt. Departments have been permitting the commercial use and at no point of time, the Applicant received any notice about a non-conforming user. In any case, the act of the Applicant in letting out being bona fide cannot be saddled with such a heavy compensation amount.

- F. Because the Govt. Authorities, namely, the MCD have issued licenses permitting running of commercial activities in the premises of such area to various occupants and the Delhi Vidyut Board and other companies have provided commercial electricity connections to many occupants as well. From this, it becomes clear that the finding of the committee to state that the said area being a residential area could not be utilized/let out for commercial purposes is factually untenable and the subsequent reliance placed on the said finding by this Hon'ble Tribunal also cannot sustain and deserves to be reviewed.



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- G. Because the Applicant has enclosed the document which shows that certain commercial activities are permitted in the residential areas and as a matter of fact, list of 67 industrial activities are permitted urban residential areas and 3 in rural residential areas as notified by the MCD. In addition, in the layout plan, no specific user is pointed out.
- H. Because in any case when the factory was not operational during the period of lockdown, the formula for calculating the compensation levied on the Applicant herein is arbitrary and unreasonable because even such period during which no activity was taking place at such premises, has been taken into consideration which is not permissible. Therefore, the calculation of compensation payable, if any, cannot be from the date of the Rent Agreement but only during the period of such misuse i.e. the number of days when such manufacturing activity was being carried out in the premises without the knowledge -and permission of the Applicant herein. Therefore, the time during which no activity was taking place at the premises which was locked on account of the lockdown must be excluded. Inclusion of the days when no activity was being carried on and when the premises itself was shut cannot be


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counted for calculating the days of misuse. This submission is without prejudice to Applicant's contention that he is not liable for payment of compensation, as already mentioned above.

- I. Because without prejudice to the above, the calculation of the environmental compensation of Rs.96, 18,750 arrived at by the Joint Committee in its Report and levied on the Applicant herein is wrong and unsustainable. This is because the committee has even taken into account the duration of the lockdown at which point the entire country was in a state of lockdown and, therefore, no activity of such a nature was permissible. Further, no employees were working at that time as all of them had gone to their respective homes meaning thereby that no such activity was being carried on in the tenanted premises. The nationwide lockdown was in effect from 25.03.2020 till 31.05.2020. Further, there was lockdown in the containment zones in the respective States and even during this period none of the employees were present. This was essentially in effect from 01.06.2020 till 31.08.2020 after which "status quo" was maintained up to 31.01.2021. During this entire period, no activity was taking place at the tenanted premises let alone any manufacturing/ commercial


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activity which was shut and locked. This entire period is equivalent to 281 days which must be excluded completely in computation of the compensation. Also, only that period during which such activity was taking place at the tenanted premises can be included in computation of the compensation so levied on the Applicant herein and not the entire period from the date of the Rent Agreement till the date of the fire as has been ascertained by the committee in its Report as per its whims and fancies.

- J. Because without prejudice to the contention of the Applicant who pleads no liability, the committee in its Report has calculated the amount of compensation from the date of the Rent Agreement i.e. 01.10.2019 till the date of the fire i.e. 27.02.2021. However, it must be noted that three separate Rent Agreements were executed in favour of the tenant in whose premises the said incident of fire breakout occurred. The said -tenant had occupied Room Nos.104, 105 and 106 out of which Rent Agreements for two rooms, namely, 105 and 106 had a tenure period starting from 01.10.2019 (*date from which compensation has been calculated*) and the third room i.e. 104 had a tenure starting from 01.10.2020. Therefore, the committee in its Report at Para 2 e. has wrongly grouped all the three rooms as having a tenure period starting


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from 01.10.2019. The said finding is factually wrong and untenable as can be seen in the Rent Agreement dated 01.12.2020 annexed with this Application. It is also important to point out that the committee has not come to any conclusion as to from which room the said ~~in~~ fire breakout occurred which fact would become important for calculation of the compensation amount and, therefore, this is another reason that the calculation arrived at by the committee in its Report cannot be accepted as it is improper, -incorrect and without due application of mind.

- K. Because without prejudice to the above, the compensation amount of Rs.96,18,750/- is excessive, unjust and arbitrary. The Hon'ble Tribunal, without hearing the Applicant and without independent application of mind has accepted the compensation amount so arrived at in the committee's Report.
5. That the present Review Application is filed within time as provided under the NGT Act and that there is no delay whatsoever.

PRAYER

In view of the facts and circumstances enumerated above, the Applicant most humbly prays that this Hon'ble Tribunal may

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be pleased to:

- a) Allow the present Review Application and set aside the Order dated 31.08.2021 passed by this Hon'ble Tribunal in O.A. No.65 of 2021 as against the Applicant herein;
- b) Pass any such order/s, as this Hon'ble Tribunal may deemfit in the interest of justice.

AND FOR THIS ACT OF KINDNESS, AND JUSTICE THE APPLICANTAS IN DUTY BOUND SHALL FOR EVER PRAY.

REVIEW APPLICANT

THROUGH

FILED BY

SATWIK PARIKH, SUBHASH GARG
Advocate for the Review
Applicant 102, New
Lawyers Chambers,
Setalvad Block, Supreme Court of
India Bhagwandas Road, New
Delhi 110001
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VERIFICATION

I, Vijay Gupta, S/o O.P Gupta, R/o. 27, Bangla Road Karnla, Nagar, New Delhi, do hereby verify declare that the contents of para 1 to 5 are true to my knowledge and the records of the case and paras 1 to 5 are believed to be true on legal advice. I have not concealed or suppressed any material. facts.

REVIEW APPLICANT
For Shri Swastik Silicate Mills

Filed on 11/40.2020
Place: New Delhi

Fair typed copy


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IN THE HON'BLE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NO. 1865-66 OF 2022

I) In the Appeal arising from O.A. No.65 of 2021

POSITION OF PARTIES BEFORE

<u>In the matter of:</u>	NGT	This Hon'ble Court
1. Ms. Veena Gupta W/o Shri Vijay Gupta Proprietor of Shri Swastik Silicate Mills R/o 27, Bangalow Road, Kamla Nagar, Delhi-110007	Not a Party	Appellant No. 1
2. Shri Vijay Gupta S/o Late O.P. Gupta C/o Shree Swastika Silicate Mills 27, Banglow Road, Kamla Nagar, Delhi-110007	Not a Party	Appellant No. 2
Versus		
1. Central Pollution Control Board Through its Chief Secretary Having its office at Parivesh Bhawan, Maharshi Valmiki Marg, East Arjun Nagar, Vishwas Nagar Extension, Vishwas Nagar, Shahdara, Delhi-110032	Not a Party	Respondent No.1
2. Delhi Pollution Control Committee Through its Chairman Having its office at Building, 4 th & 5 th Floor ISBT, Kashmere Gate, Delhi-110006	Not a Party	Respondent No.2
3. North Delhi Municipal Corporation Through its Commissioner Having its Office at Civic Centre, Asaf Ali Road, New Delhi	Not a Party	Respondent No.3
4. District Magistrate, Central Delhi 14, Darya Ganj, New Delhi- 110002	Not a Party	Respondent No.4
5. The Director Directorate of Industrial Safety and Health D-Block, Second Floor, 5, Sham Nath Marg, Delhi-110054.	Not a Party	Respondent No.5

6. Delhi Legal Services Authority
Through Member Secretary
1st Floor, Patiala House Courts,
New Delhi-110001 Not a Party Respondent No.6
7. Gujranwala Gurukul Trust Society
Through its Secretary
Having its office at
10, Ram Bagh, Old Rohtak Road,
New Delhi-110005 Not a Party Respondent No.7
8. Shri Sanjay Prasad
S/o Shri Ram Prasad
R/o A-175, S.K-1,
Sector-93, Gautambudh Nagar,
Noida-201301, U.P. Not a Party Respondent No.8
9. Mr. Heera Lal Raheja
S/o Shri Paras Ram Raheja
R/o K-6 Second Floor,
Pratap Nagar, 10, State Bank of India,
Sadar Bazar, Delhi-110006 Not a Party Respondent No.9

II) In the Appeal arising from R.A. No. 37 OF 2021 in O.A. No.65 of 2021

In the matter of:

1. Ms. Veena Gupta
W/o Shri Vijay Gupta
Proprietor of Shri Swastik Silicate Mills
R/o 27, Bangalow Road, Kamla Nagar,
Delhi-110007 Not a Party Appellant No. 1
2. Shri Vijay Gupta
S/o Late O.P. Gupta
C/o Shree Swastika Silicate Mills
27, Banglow Road, Kamla Nagar,
Delhi-110007 Review Applicant Appellant No. 2
- Versus
1. Central Pollution Control Board
Through its Chief Secretary
Having its office at Parivesh Bhawan,
Maharshi Valmiki Marg, East Arjun Nagar,
Vishwas Nagar Extension, Vishwas Nagar,
Shahdara, Delhi-110032 Not a Party Respondent No.1

2. Delhi Pollution Control Committee
Through its Chairman
Having its office at
Building, 4th & 5th Floor ISBT,
Kashmere Gate, Delhi-110006 Not a Party Respondent No.2
3. North Delhi Municipal Corporation
Through its Commissioner
Having its Office at Civic Centre,
Asaf Ali Road, New Delhi Not a Party Respondent No.3
4. District Magistrate,
Central Delhi 14, Darya Ganj,
New Delhi- 110002 Not a Party Respondent No.4
5. The Director
Directorate of Industrial Safety and Health
D-Block, Second Floor, 5, Sham Nath Marg,
Delhi-110054. Not a Party Respondent No.5
6. Delhi Legal Services Authority
Through Member Secretary
Ist Floor, Patiala House Courts,
New Delhi-110001 Not a Party Respondent No.6
7. Gujranwala Gurukul Trust Society
Through its Secretary
Having its office at
10, Ram Bagh, Old Rohtak Road,
New Delhi-110005 Not a Party Respondent No.7
8. Shri Sanjay Prasad
S/o Shri Ram Prasad
R/o A-175, S.K-1,
Sector-93, Gautambudh Nagar,
Noida-201301, U.P. Not a Party Respondent No.8
9. Mr. Heera Lal Raheja
S/o Shri Paras Ram Raheja
R/o K-6 Second Floor,
Pratap Nagar, 10, State Bank of India,
Sadar Bazar, Delhi-110006 Not a Party Respondent No.9

(All are contesting Respondents in both the matters)

**APPEAL UNDER SECTION 22 OF THE NATIONAL GREEN
TRIBUNAL ACT, 2010**



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To,

The Hon'ble Chief Justice of India and his Hon'ble Companion justices of the Supreme Court of India

The humble Appeal of the Appellant above named

MOST RESPECTFULLY SHOWETH:

1. The instant appeal arises from the impugned order dated 31.08.2021 in the Suo Motu proceedings initiated by the Ld. NGT bearing Original Application No.65 of 2021, whereby the Ld. NGT was pleased to levy environmental compensation of Rs. 96,18,750/- (Rupees ninety six lacs eighteen thousand seven hundred fifty only) in Re: News item published in The Times of India dated 28.02.2021 titled "Delhi : Man charred to death as illegal factory catches fire" and Order dated 26.11.2021 passed in Review Application No.37 of 2021 in Original Application No.65 of 2021 both passed by the Ld. National Green Tribunal, Principal Bench, New Delhi thereby dismissing the said review application of the Appellants.
- 1A. That the Ld. NGT had initiated Suo Moto proceeding based on the Re: News item published in The Times of India on 28.02.2021 titled Delhi: Man Charred to death as illegal factory catches fire "Therefore, neither the Appellants nor the Respondents arrayed in the present appeal were parties before the Ld. NGT.
2. **THE BRIEF FACTS LEADING TO FILING OF THE PRESENT MATTER ARE AS UNDER:**
 - I. That Shri Swastik Silicate Mills is a proprietorship Firm of the Appellant No.1 having its Office at 1/ 18 B, Asaf Ali Road, New Delhi-110002. It does not conduct any commercial or industrial activity. The Appellant No.2 is the husband of the Appellant No.1 and Authorised Representative of Shri Swastik Silicate Mills.
 - II. That the property situated at 10, Ram Bagh, Kishan Ganj, New Delhi-110007 (hereinafter referred to as 'the said property') falls in Andha Mughal Colony and the lay out plan of the said colony does not specify any particular use.

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- III. That Shri Swastik Silicate Mills, proprietorship concern of the Appellant No. 1, entered into an Agreement for Lease with Gujranwala Gurukul Trust, the Respondent no.7 for a portion of the said property vide registered Lease Deed dated 17.07.1979.
- IV. That the said lease between Shri Swastik Silicate Mills and the Respondent No.7 was further renewed and registered on 18.04.2001. The true typed copy of Rent Agreement dated 18.04.2001 is annexed herewith and marked as **Annexure A-1 [Pages 49 to 54]**.
- V. That Clause 7 of the said Lease Deed dated 18.04.2001 permitted that the premises can be further let-out/ sub-let and Clause 9 of the said Lease Deed permitted commercial/ industrial use of the premises. The true extract of the said Clauses 7 and 9 of the said Lease Deed dated 18.04.2001 read as under:
- "7. That the second party shall be entitled to sub-let, assign or otherwise part with possession of the tenanted premises either in full or in part to any one on any condition which may be deemed fit by it and the landlord shall not object the same in any manner.*
- 9. That the second party and its nominees etc. shall be entitled to use the tenanted premises for residential, commercial or industrial purposes and the first party shall not be able to object the same in any way."*
- VI. That Shri Swastik Silicate Mills in pursuance of Clauses 7 and 9 of the aforesaid Lease Deed executed Rent Agreements on different dates in favour of Shri Heera Lal Raheja (Respondent No.9), Shri Sanjay Prasad (Respondent No.8) and one Mrs. Babita Mishra, Tenants.
- VII. That two rooms in the said property bearing Room Nos.105, 106 were let out to the Respondent No.8 and two separate Rent Agreements both dated 12.11.2019 were executed between Shri Swastik Silicate Mills (Proprietorship

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concern of Appellant No.1, through its Authorized Signatory, the Appellant no.2 herein) and Respondent No.8. The period of the said Rent Agreements was from 01.10.2019 to 01.10.2021. The relevant Clauses of the aforesaid Rent Agreements (three Rent Agreement have similar clauses) read as under:

"7. That the tenanted premises will be used by the Second party for commercial purposes which are permitted under the law for the time being enforce."

20. That the tenant shall not store any hazardous material in the tenanted premises and shall not create any nuisance in the said locality.

21. That the second party shall use the premises as per the applicable laws, rules and regulations etc. for the time being in force and in case of violation of any law, rules and regulations of any nature, second party alone shall be responsible for the same and any losses occurred to the first party by such violation shall be indemnified by the Second Party to the First Party."

The Appellants had thus taken all the precautionary measures at the time of leasing the premises to ensure that the premises is not misused and that the Tenant follows all the laws in force. The true typed copies of the Rent Agreements dated 12.11.2019 and 12.11.2019 are annexed herewith as Annexure A-2 [Pages 55 to 65], and Annexure A-3 [Pages 66 to 76] respectively.

VIII. That vide Notification dated 11.12.2019, the Central Government decided to modify the Master Plan for Delhi-2021 and modify clause 7.4 with respect to Household/Service Industries whereby Household industrial units with maximum 09 workers and 11 KW power were allowed to continue in residential areas and such new industrial units were permitted in residential area. The copy of the Gazette Notification



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dated 11.12.2019 issued by the Ministry of Housing and Urban Affairs (Delhi Division) is annexed herewith as **Annexure A-4 [Pages 77 to 78]**. The activity of perfumery and cosmetics having maximum 9 Workers and 11 KW power is a household industry and permitted in the residential area as per item no. 68 in the List of Household/Service Industries as per the Master Plan, 2021. It is submitted that the electricity connection in the said premises is of 5 KW power and as per the knowledge of the Appellants only 4-5 number of Workers were employed by the Respondent No.8 and as such permitted in the residential area.

IX. That Room No.104 was also let out to the Respondent No.8 vide Rent Agreement dated 01.12.2020. The period of the said Rent Agreement dated 01.12.2020 was from 01.10.2020 to 01.10.2022. The true typed copy of the Rent Agreements dated 01.12.2020 is annexed herewith as **Annexure A-5 [Pages 79 to 89]**. A copy of List of Household/Service Industries as per Master Plan 2021 annexed herewith as **Annexure A-6 [Pages 90 to 94]**.

X. That this Hon'ble Tribunal took *suo motu* cognizance of an alleged fire breakout incident on the basis of a news item dated 28.02.2021 published in The Times of India titled "*Delhi: Man charred to death as illegal factory catches fire*", which resulted in the unfortunate death of one Shri Upchand Kumar, a 35 years old man and injuries to three other persons. It was mentioned in the news item that the death occurred due to a



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cylinder blast in one of the rooms on the First Floor of the said property that was tenanted to the Respondent No.8.

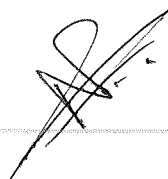
- XI. That no notice of the said Suo Motu cognizance by the Ld. NGT was issued or served upon the Appellants herein. The Ld. NGT vide Ex-Parte Order dated 02.03.2021 constituted a five-Member Joint Committee comprising of CPCB (Respondent No.1), DPCC (Respondent No.2), Director Industrial Safety, Delhi (Respondent No.5), the North Delhi Municipal Corporation (Respondent No.3) and District Magistrate, North Delhi (Respondent No.4) to visit the site and ascertain the cause of the incident, extent of damage, extent of compensation required to be recovered and the steps for preventing such occurrences in future. The copy of the Order dated 02.03.2021 passed by the Ld. National Green Tribunal, Principal Bench, New Delhi in Original Application No.65 of 2021 is annexed herewith and marked as **Annexure A-7 [Pages 95 to 98]**. Vide order dated 08.04.2021, the aforesaid order was modified to the extent that District Magistrate involved is District Magistrate, Central and not North.
- XII. That it is pertinent to mention here that Respondent No.7 vide Lease Deed dated 18.04.2001 had permitted the commercial/industrial use of the premises. Moreover, almost all the buildings in the area in question have been used for commercial activities. Most of the persons who are doing commercial/ industrial activity in the said area have also procured



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permissions from the Government Authorities. In the said property, one of the tenants, namely, Delhi-U.P. Transport Company was granted commercial license by the MCD. The Appellants therefore, in good faith, after taking all precautions in the Rent Agreement and on being satisfied that the dominant use in the area was commercial, had rented out to the tenants, the portions of the said property for carrying on the commercial activities as per permissible laws. A true typed copy of Commercial License granted to Delhi-UP Transport Company dated 17.04.2021 is annexed herewith and marked as **Annexure A-8 [Pages 99 to 100]**.

- XIII. That the Appellant No.2, received letter dated 09.07.2021 from Delhi Pollution Control Committee (Respondent No.2) seeking his presence in the meeting of the Joint Committee to be held on the next date i.e. 14.07.2021. It was alleged that inspection of the site was carried out on 09.04.2021 and thereafter meetings were held on 16.04.2021, 23.06.2021 and 07.07.2021 and it was decided on 07.07.2021 that a final meeting may be called on 14.07.2021. The Appellant No.2 was called upon to join the said Meeting allegedly being the owner of Shri Swastik Silicate Mills. The true typed copy of Letter dated 09.07.2021 issued by Respondent No.2 to the Appellant No.2 is annexed herewith and marked as **Annexure A-9 [Pages 101 to 102]**.



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XIV. That the Appellant No.2 on behalf of Shri Swastik Silicate Mills submitted his response to the said letter issued by the Respondent No.2 on 13.07.2021. It was stated in the said reply that he/ Shri Swastik Silicate Mills is not the owner of the property where the said incident of fire breakout happened. It was further informed that the said premises had been let out by Shri Swastik Silicate Mills and Rent Agreements with respect to the same were also attached therewith. Apparently, Shri Swastik Silicate Mills and/or Appellant No.1 and/or Appellant No.2 were neither the occupiers of the said property nor persons responsible for any damage caused or any other accident in/due to the alleged fire incident. The Appellants were not in control of the said premises and/or the manufacturing works being carried out in the said premises. The true copy of the Response dated 13.07.2021 submitted by the Appellant No.2 to the Respondent No.2 is annexed herewith as **Annexure A-10 [Pages 103 to 106]**.

XV. That the Joint Committee thereafter submitted a Report dated 18.08.2021 to the Ld. NGT. It is pertinent to mention here that vide order dated 02.03.2021, the Ld. NGT was directed that the report be also uploaded on the website of the Respondent No.1 to enable the concerned stakeholders to access the same and file their response. However, the said report was never uploaded on the website of the Respondent No.1.



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XVI. That the Ld. NGT without issuing any notice to the concerned stakeholders including the appellant herein thereafter vide impugned order dated 31.08.2021, levied an environmental compensation of Rs.96,18,750/- on the Appellant No.2.

XVII. That the Appellants received the copy of the impugned order dated 31.08.2021 by way of Speed Post vide covering letter dated 06.09.2021.

XVIII. That the Appellant No.2 subsequent to receipt of the impugned order dated 31.08.2021, procured a copy of the Report. The relevant extracts of the Report of the Joint Committee are reproduced below:

"2...

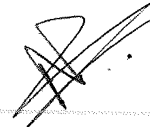
e. Further Sh. Vijay Gupta c/o M/s. Shree Swastika Silicate Mills, 18 UB Jawahar Nagar, Delhi-7, rented out the said premises to following three persons/complex for commercial use:

Sl.N o	Names and address of the rented company/person	Details of the rented premises/ room No.	Activity of the unit	Tenure of the rent agreement
1.	Sh. Heera Lal Raheja S/o Sh. Paras Ram Raheja, resident of K-6, 2 nd floor, Partap Nagar, 10, State Bank of India, Sadar Bazar, Delhi	Room No.108	Trading of school bags (Godown)	01.12.2020 to 01.12.2022

2.	Sh. Sanjay Prashad son of Sh. Ram Prashad resident of A-175, S.K.-1, Sector-93, Gautam Buddha Nagar, Nodia Uttar Pradesh-201301	104, 105 and 106	Manufacturing of lipstick/nail polish	01.10.2019 to 01.12.2022
3.	Mrs. Babita Mishra wife of Sh. Deepak Kumar Mishra (C/o ADG Canvas Pvt. Ltd.) resident of House No.34, first floor, 1-Block, Gali No.35, Mahendra Park, Adarsh Nagar, New Delhi-110033	102, 103, 109 and 110	Trading of rexin automobile cover (godown)	01.08.2019 to 09.02.2020

g. The first floor was comprised of total 14 rooms of different sizes and it was reported by the nearby residents (refused to reveal their identities) that the fire was started from the room, which was used for manufacturing of Lipstick/Nail Polish. Out of 14 rooms located at the first floor, Sh. Sanjay Prashad had rented three (03) rooms and being used for manufacturing of Lipstick/Nail Polish.

The fire engulfed the terrace also and the tin shed installed on terrace was found in collapsed condition. During inspection, it was revealed that the fire started due to leakage of gas from LPG cylinder while beating the chemical compound used in lipstick manufacturing.



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h. Raw material for manufacturing of lipstick/nail polish:

As reported by Sh. Sanjay Prashad, the raw materials used for manufacturing of nail polish/lipstick are oil, wax, color, perfumes, rose extracts, DM water, lacquer and camphor.

l. The notice under section 10A(1) of the Employee's Compensation Act, 1923, has been issued to Sh. Sanjay Prashad to deposit Rs.1660275/- (Rs. Sixteen Lakh Sixty Thousand Two Hundred Seventy Five only) in lieu of death of worker Sh. Upchand S/o Sh. Ram Sah. Also Sh. Prashad has been directed to furnish disability of percentage of injured employee Sh. Sushil Kumar S/o Sh. Jimidar Sahni.

....

4. The Hon'ble Supreme Court has passed a judgment on 07.05.2004 in W.P.(C) No.4677 of 1985 titled as "M.C. Mehta Vs Union of India & Others" for closure of the illegal units from the residential/non-conforming area in NCT of Delhi. As per the said judgment, all industrial units that have come up in residential/ non-conforming areas in Delhi on or after 1st August, 1990 shall close down. In compliance thereof, the Chief Secretary, Delhi decided that action on industries operating in non-conforming areas and violating the Master Plan of Delhi will be taken by the land owning agencies. Commissioner of Industries in working as a Nodal Officer on behalf of the Hon'ble Supreme Court Monitoring Committee as constituted by the Hon'ble Supreme Court of India in the judgment dated 07.05.2004.

This Hon'ble Tribunal in OA No.601/2018, entitled as "Mayank Manohar & Paras Singh, Reporter Times of India Vs Govt. of NCT



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of Delhi & Ors." was taken up regarding industries functioning in non-conforming areas of Delhi. This Hon'ble Tribunal also constituted an Oversight Committee, vide order dated 24.01.2019 in this matter, to prepare a time bound action plan to deal with the problem. This Hon'ble Tribunal closed the proceedings and directed to the Chief Secretary, Delhi to further monitor the issue in terms of order of the Hon'ble Supreme Court in *M.C. Mehta (supra)*.

- V. *The Environmental Compensation Damages should be imposed on the owner of the property i.e. Sh. Vijay Gupta c/o M/s. Shree Swastika Silicate Mills, 18 UB Jawahar Nagar, Delhi-7 and;*

Following owner of the units as both landlord and tenants are equally responsible for this tragic fire incident:

1. *Sh. Heera Lal Raheja S/o Sh. Paras Ram Raheja, resident of K-6, 2nd floor, Partap Nagar, 10, State Bank of India, Sadar Bazar, Delhi*
 2. *Sh. Sanjay Prashad son of Sh. Ram Prashad resident of A-175, S.K.-1, Sector-93, Gautam Buddha Nagar, Nodia Uttar Pradesh-201301 and*
 3. *Mrs. Babita Mishra wife of Sh. Deepak Kumar Mishra (C/o ADG Canvas Pvt. Ltd.) resident of House No.34, first floor, 1-Block, Gali No.35, Mahendra Park, Adarsh Nagar, New Delhi-110033)*
- VI. *The premises was rented out for use of commercial purposes by Sh. Vijay Gupta c/o M/s. Shree Swastika Silicate Mills, 18 UB*



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Jawahar Nagar, Delhi-7 to Sh. Sanjay Prashad son of Sh. Ram Prashad resident of A-175, S.K.-1, Sector-93, Gautam Buddha Nagar, Nodia Uttar Pradesh-201301

Shri Vijay Gupta fails to comply with the conditions as mentioned in the Rent Agreement.

Hence the Environmental Compensation of Rs.9618750/- (Rs. Ninety Six Lakhs Eighteen Thousand seven Hundred fifty only) as calculated above w.e.f. from 01.10.2019 (initial date of rent agreement) to the date of fire i.e. 27.02.2021 (total 513 days) should be levied to Sh. Vijay Gupta c/o M/s. Shree Swastika Silicate Mills, 18 UB Jawahar Nagar, Delhi-7."

A true copy of the Report dated 18.08.2021 filed before the National Green Tribunal Principal Bench, New Delhi in Original Application No.65/2021 filed by the Joint Committee is annexed herewith as **Annexure A-11 [Pages 107 to 123]**. The true typed copy of Covering Letter dated 06.09.2021 is annexed herewith as **Annexure A-12 [Pages 124 to 126]**.

XVI. That the Appellant No.2 thereafter received a Notice from the Respondent No.2 dated 23.09.2021, wherein the Respondent No.2 sought the response of the Appellant No.2 as to why the amount of Rs.96,18,750/- not be levied on him in terms of the Order dated



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31.08.2021 of the Ld. NGT towards payment of environment compensation from the date of the Rent Agreement i.e. 01.10.2019 till the date of the incident of fire i.e. 27.02.2021, along with supporting documents within a period of 15 days from the date of the Notice failing which the Authority shall presume that the Applicant has no response and that the compensation amount so levied is correct. A true typed copy of Show Cause Notice dated 23.09.2021 issued by Respondent No.2 is annexed herewith as **Annexure A-13 [Pages 127 to 131]**.

XVII. That the Appellant no.2 thereafter filed a Review Application before the Ld. Tribunal under Section 19(4)(f) of the National Green Tribunal Act, 2010 read with Rule 22 of the National Green Tribunal (Practice and Procedure) Rules, 2011 and Order XLVII Rule 1 of the Code of Civil Procedure, 1908. However, the said review application bearing Review Application No.37/2021 was dismissed by the Ld. Tribunal vide order dated 26.11.2021. The typed copy of said Review Application bearing No.37/2021 filed in October, 2021 by the Appellants before the Ld. NGT, New Delhi is annexed herewith as **Annexure A-14 [Pages 132 to 156]**.

3. That being aggrieved by the impugned order dated 31.08.2021 in Original Application No.65 of 2021 and order dated 26.11.2021 in Review Application No.37/2021, passed by the Ld. National Green Tribunal, Principal Bench, New Delhi the Appellants are challenging the

same, inter alia on the following amongst other grounds which are being taken without prejudice to, and in addition to each other:

GROUNDS

- a. Because the Ld. NGT failed to appreciate that it could not have levied Environmental compensation on the Appellant No.2 who is only the Authorized Representative of the Landlord of the premises where allegedly the incident of leakage of LPG Cylinder of the tenant i.e. Respondent No.8, occurred on 27.02.2021.
- b. Because the Ld. NGT failed to appreciate that no compensation could be levied on account of death and/or injury of a workman (under Schedule II of the Act) when the case of death of workman is specifically excluded under section 17 of the Act and more particularly when the proceedings under the Workmen's Compensation Act are admittedly already pending against the tenant i.e. Respondent No.8.
- c. Because the Ld. NGT failed to appreciate that this Hon'ble Court in the case of M.C. Mehta v. Union of India [(1987) 1 SCC 395] has held that only an enterprise which is engaged in a *hazardous or inherently dangerous* industry which poses a potential threat to the health and safety of the people working in the factory and the residing areas owes an

absolute responsibility to ensure that no harm results to anyone on account of the hazardous or inherently hazardous nature of the activity it has undertaken. In the present case no hazardous or inherently hazardous activity has admittedly been undertaken by the Appellants and the Appellants are not the persons responsible for the damages caused owing to or any accident which resulted on account of the alleged fire incident.

- d. Because the Ld. NGT failed to appreciate that the Environment (Protection) Act, 1986 casts responsibility on the occupier as defined in Section 2(f) of the Act. The Act defines occupier "...as a person who has control over the affairs of the factory or the premises...". In the present case, the Appellants had no control over the affairs of the factory and as such cannot be termed as the occupier of the premises in question.
- e. Because the Ld. NGT failed to appreciate that the Environment Protection Act, 1986, Manufacture, Storage and Import of Hazardous Chemical Rules, 1989 ("the 1989 Rules"), the Hazardous and other Waste (Management and Transboundary Movement) Rules, 2016 and the Plastic Waste Management Rules, 2016 levy the responsibilities only on the occupier. As stated hereinabove the Appellants are not the occupiers of the said premises as defined under Environment Protection Act, 1986.



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- f. Because the Ld. NGT failed to appreciate that manufacturing of cosmetics is a household activity as per the MPD-2021 and the same is permitted in the residential area.
- g. Because the Ld. NGT failed to appreciate that Section 17 would only be applicable upon those persons to whom any activity or operation or process could be attributed which led to any damage to environment and no compensation could be levied on Appellant No.2 who was only a Authorized Representative of the Landlord and cannot be attributed with any activity, operation or process carried out by the Tenant i.e. Respondent No.8.
- h. Because the Ld. NGT failed to appreciate that in the Lease Deed specifically barred the Tenant i.e. Respondent No.8 from the commercial activities not permitted under the law and as such no compensation could have been levied on the Appellants.
- i. Because the Ld. NGT failed to appreciate that the Lease Deed specifically provided that in case of any violation of any law, rules and regulations of any nature, the Tenant i.e. Respondent no.8 alone shall be responsible for the same and the Respondent No.8 had duly indemnified the Appellant No.1 from any losses caused to the Appellants by such violation.

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- j. Because the Ld. NGT failed to appreciate that even otherwise in the report of the Committee itself, it is specified that the owners, alongwith landlord (Appellant No.1) and Tenant (Respondent No.8) are all equally responsible for the fire incident.
- k. Because the Ld. NGT failed to appreciate that Section-17(2) of the Act specifically provides that in cases where damage is attributed to combine on resultant effect of several activities, operations and processes the Tribunal is mandated to apportion the liability for relief, compensation amongst those responsible.
- l. Because the Ld. NGT failed to appreciate that no environmental compensation could be granted by the Ld. NGT in absence of any evidence or material on record of any damage to the environment.
- m. Because the Ld. NGT failed to appreciate that the formula for calculating the compensation levied on the Applicant herein is arbitrary and unreasonable because even such period during which no activity was taking place at the said premises. It is submitted that the factory was not operational during the period of lockdown when no activity of any nature was permissible and no compensation for the said period is payable. It is submitted that the nationwide lockdown was imposed from 25.03.2020 till 31.05.2020. Further, there was lockdown in the containment zones in

the respective States and even during this period none of the employees were present. This was essentially in effect from 01.06.2020 till 31.08.2020 after which *status quo*" was maintained up to 31.01.2021. During this entire period, no activity was taking place at the tenanted premises let alone any manufacturing/ commercial activity which was shut and locked. This entire period is equivalent to 281 days which ought to have been excluded completely in computation of the compensation.

- n. Because the Ld. NGT failed to appreciate that the Committee in its Report has calculated the amount of compensation from the date of the Rent Agreement i.e. 01.10.2019 till the date of the fire i.e. 27.02.2021.
- o. Because the Ld. NGT failed to appreciate that the compensation amount of Rs.96,18,750/- is excessive, unjust and arbitrary. More so, in view of the fact that the Appellant No.1 is a Cancer Patient and her annual income is only Rs.6.5 lacs per year.
- p. Because the orders passed by the Ld. NGT upon the Report of a Committee constituted by the Ld. NGT, without giving personal hearing to the concerned persons is against the principles of natural justice and liable to be set aside.


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4. That the Appellants have not filed earlier any other similar appeal before this Hon'ble Court against the impugned order of the Ld. National Green Tribunal Principal Bench, New Delhi.
5. That the instant appeal is being filed within the prescribed time and within limitation.
6. That this appeal has been filed bona fide and it is otherwise in the interest of justice to admit the present appeal as prayed for.

PRAYER

In the circumstances above and in the interest of justice, it is therefore, most respectfully prayed that this Hon'ble Court may graciously be pleased to:

- a. Allow the present Appeal, thereby setting aside and quashing the final impugned Order dated 31.08.2021 in Original Application No.65 of 2021 and Order dated 26.11.2021 in Review Application No.37 of 2021 in Original Application No.65 of 2021 passed by the Ld. National Green Tribunal, Principal Bench, New Delhi;



b. may further be please to pass such order or further order(s) as this Hon'ble Court may deem just and appropriate in the premises of this case

AND FOR THIS ACT OF KINDNESS THE APPELLANTS
ARE DUTY BOUND SHALL EVER PRAY.

Drawn by

FILED BY

Intellect Law Partners
Advocates
1, Link Road, Jangpura Extn.,
New Delhi-110014

(Tatini Basu)
Advocate on Record

Drawn on: 04.12.2021

Filed on: 06.12.2021



TRUE COPY

IN THE HON'BLE SUPREME COURT OF INDIA
Civil Appellate Jurisdiction
Civil Appeal No. _____ of 2022

In the matter of:

Veena Gupta & Anr.

... Appellants

Versus

Central Pollution Control Board & Ors.

... Respondents

AFFIDAVIT

I, Veena Gupta wife of Shri Vijay Gupta aged 62 years resident of C/o Shree Swastika Silicate Mills, 27, Bangla Road, Kamla Nagar, Delhi-110007, do hereby solemnly affirm and declare as under:

1. That I am the Appellant No.1, proprietor of Shree Swastika Silicate Mill in the above said case and am conversant with the facts and circumstances of the present case and as such am competent to swear this affidavit.
2. That the accompanying Appeal has been drafted by the Counsel under my instructions and the contents of the said Appeal in Paras 1 to 6 at Pages 22 to 44 and Synopsis and List of Dates at Pages 8 to 11 and Interlocutory Application(s) having fully understood. I state that the facts stated therein are true to my knowledge derived from the records and legal submissions are true to the information and advice received and believed to be correct
3. That the Annexure A-1 to Annexure A-4 filed with the accompanying Appeal are true and correct copies of their respective originals.

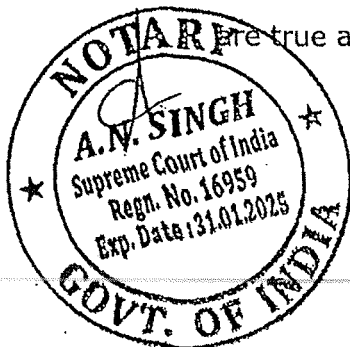
DEPONENT

Verification:

24 JAN 2022

Verified at New Delhi on _____ day of January, 2022, I, the above named deponent, do hereby verify that the contents of my above affidavit are true and correct to my knowledge and belief.

DEPONENT



ATTESTED

[Signature]

A.N. Singh, Adv.
Notary Public
Govt. of India, Delhi
MOB: 9110130501, 7682533118

24 JAN 2022

TRUE COPY

I identify the deponent who has signed/put T.I. in my presence

Veena Gupta

Veena Gupta

[Signature]

IN THE HON'BLE SUPREME COURT OF INDIA
Civil Appellate Jurisdiction
Civil Appeal No. of 2022

In the matter of:

Veena Gupta & Anr.

... Appellants

Versus

Central Pollution Control Board & Ors.

... Respondents

AFFIDAVIT

I, Vijay Gupta son of Late Shri O.P. Gupta aged about 63 years resident of C/o Shree Swastika Silicate Mills, 27, Bangla Road, Kamla Nagar, Delhi-110007, do hereby solemnly affirm and declare as under:

1. That I am the Appellant No.2 in the above said case and am conversant with the facts and circumstances of the present case and as such am competent to swear this affidavit.
2. That the accompanying Appeal, has been drafted by the Counsel under my instructions and the contents of the said Appeal in Paras 1 to 6 at Pages 22 to 44 and Synopsis and List of Dates at Pages B to H and Interlocutory Application(s) having fully understood. I state that the facts stated therein are true to my knowledge derived from the records and legal submissions are true to the information and advice received and believed to be correct
3. That the Annexure A-1 to Annexure A-4 filed with the accompanying Appeal are true and correct copies of their respective originals.

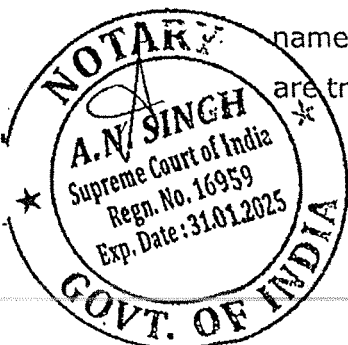
24 JAN 2022

DEPONENT

Verification:

Verified at New Delhi on day of January, 2022, I, the above named deponent, do hereby verify that the contents of my above affidavit are true and correct to my knowledge and belief.

DEPONENT



ATTESTED
A.N. SINGH, Notary Public
Govt. of India, Delhi
Mob.: 0710139501, 7002599110

24 JAN 2022

TRUE COPY

I solemnly affirm the deponent who has signed this T.I. in my presence.

ITEM NO.40

COURT NO.16

SECTION XVII

S U P R E M E C O U R T O F I N D I A
R E C O R D O F P R O C E E D I N G S

Civil Appeal No(s). 1865-1866/2022

VEENA GUPTA & ANR.

Appellant(s)

VERSUS

CENTRAL POLLUTION CONTROL BOARD & ORS.

Respondent(s)

(IA No. 34105/2022 - EX-PARTE STAY
IA No. 132686/2022 - SUBSTITUTED SERVICE)

Date : 30-01-2024 These matters were called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE PAMIDIGHANTAM SRI NARASIMHA
HON'BLE MR. JUSTICE ARAVIND KUMARFor Appellant(s) Mr. Sanjay Parikh, Sr. Adv.
Mr. Ashish Aggarwal, Adv.
Ms. Tanya Aggarwal, Adv.
Ms. Tatini Basu, AOR
Ms. Nitipriya Kar, Adv.
Mr. Subodha Pandey, Adv.For Respondent(s) Mr. Avneesh Arputham, AOR
Mr. Ankit Sharma, Adv.

Mr. Pradeep Misra, AOR
Mr. Daleep Dhyani, Adv.
Mr. Suraj Singh, Adv.
Mr. Manoj Kumar Sharma, Adv.

Mr. Praveen Swarup, AOR
Mr. Ameet Singh, Adv.
Mr. Devesh Maurya, Adv.
Mr. Ravi Kumar, Adv.
Ms. Payal Swarup, Adv.
Mr. Aman, Adv.Signature Not Verified
Digitally signed by
Indu Manoj
Date: 2024.02.06
18:07:41 IST
Reason:Mr. Rajeev Kumar Bansal, AOR
Mr. Vidya Sagar, Adv.
Mr. Rajesh Sonthalia, Adv.
Mrs. Amita Agarwal, Adv.
Mr. Shekher Kaushik, Adv.

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Mr. Ganesh Barowalia, Adv.

Mrs. Vandana Gupta, Adv.
Mr. Rahul Gupta, AOR

Mr. Deepak Goel, AOR
Ms. Archana Preeti Gupta, Adv.
Ms. Harshita Maheshwari., Adv.
Ms. Alka Goyal, Adv.
Mr. Jitendra Bharti, Adv.

UPON hearing the counsel the Court made the following
O R D E R


The Civil Appeals are allowed in terms of the signed reportable judgment.

Pending applications, if any, also stand disposed of.

(INDU MARWAH)
COURT MASTER (SH)

(NIDHI WASON)
COURT MASTER (NSH)

(signed reportable judgment is placed on the file)


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REPORTABLE

IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION

CIVIL APPEAL No(s). 1865-1866/2022

VEENA GUPTA & ANR.

Appellant(s)

VERSUS

CENTRAL POLLUTION CONTROL BOARD & ORS.

Respondent(s)

J U D G M E N T

PAMIDIGHANTAM SRI NARASIMHA, J.

1. These appeals arise out of two orders passed by the National Green Tribunal ("Tribunal" for short). The main order arises out of an ex parte order in suo motu proceedings holding the appellants to be guilty and directing payment of compensation. The second order is the dismissal of the review petition filed by the appellant No.2 alleging that he had not been given an opportunity before an adverse order was passed against him. For the reasons to follow, we set aside the orders and remand the matter back to the Tribunal to issue notice to all the affected parties, hear them and pass

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Indu Marwal
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appropriate orders.

2. The relevant portion of the order impugned¹ is as under:

"7. Even though no notice was issued by the Tribunal to the PP in absence of particulars, the Joint Committee has visited the site. Notice has been issued to the PP under the Employees Compensation Act for death of a person. Remedial measures have been suggested for future. The PP has been found to be operating without statutory consents in non-conforming area without safety precautions, endangering life and health of others. In these circumstances, reserving liberty to the PP to move this Tribunal, we do not consider it necessary to defer the matter and to proceed by notice to the PP in view of established facts, duly verified by the statutory authorities who are themselves competent to take the recommended measures.

8. In view of the above, further action may be taken by the Statutory Authorities, following due process. The compensation assessed may be recovered and if not paid within one month, coercive measures be taken against the concerned persons as well as against the property involved. We request the Member Secretary, Delhi State Legal Services Authority to ensure legal aid to the heirs of the deceased to enable due compensation to be paid to them. If the owners/tenant or other persons against whom action is taken are aggrieved, they are at liberty to take their remedies, including moving this Tribunal. The Authorities may also maintain vigil and take measures to prevent such incidents in future. We have noted the constitution of zone wise STF to check the illegal industrial activities and godowns in residential/non-conforming areas and are of the view that the same should be manned by officers of higher rank than the constitution now proposed. The Chief Secretary, Delhi may review the constitution accordingly."



3. It is evident from the above that the Tribunal itself has noted that notices were not issued to the Project Proponents. The Tribunal, in fact, considers it unnecessary to hear the Project Proponent to verify the facts in issue. The Tribunal thought it appropriate to adopt this method in view of a Joint Inspection Report that had been submitted. The persons who were prejudiced by the order of the Tribunal naturally filed Review Petitions before the Tribunal. Appellant No. 2 is one amongst them. The Review Petition was taken up and dismissed by the Tribunal on 26.11.2021.

4. The National Green Tribunal's recurrent engagement in unilateral decision making, provisioning ex post facto review hearing and routinely dismissing it has regrettably become a prevailing norm. In its zealous quest for justice, the Tribunal must tread carefully to avoid the oversight of propriety. The practice of ex parte orders and the imposition of damages amounting to crores of rupees, have proven to be a counterproductive force in the broader mission of environmental safeguarding.

5. Significantly, these orders have consistently faced stays from this Court, resulting in the unraveling of the commendable efforts put forth by the learned Members, lawyers,

and other stakeholders². It is imperative for the Tribunal to infuse a renewed sense of procedural integrity, ensuring that its actions resonate with a harmonious balance between justice and due process. Only then can it reclaim its standing as a beacon of environmental protection, where well-intentioned endeavors are not simply washed away.

6. It appears that the appellants did not have a full opportunity to contest the matter and place all their defenses before the Tribunal. They filed this appeal and by order dated 04.03.2022, this Court stayed the judgment and order passed by the Tribunal. This was inevitable. Two years have passed by and the stay is still operating. We have no other alternative except to set aside the orders dated 31.08.2021 and 26.11.2021 and remand the matter back to the Tribunal. The Tribunal issue notices to all the necessary parties, hear them in detail, and pass appropriate orders. Needless to say that the Tribunal shall hear the case, uninfluenced by the observations and conclusions drawn in the orders dated 31.08.2021 and 26.11.2021.


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² *Singrauli Super Thermal Power Station v. Ashwani Kumar Dubey & Ors.*, (2023)8 SCC 35. This Court has already noticed the practice of the Tribunal in not providing an opportunity of hearing to the affected party and consequently set aside its orders and remanded the matter to the Tribunal for reconsideration after following principles of natural justice.

7. We make it clear that this order does not deal with the merits of the matter and the actions of those guilty of statutory and environmental violation will have to be subject to strict scrutiny and legal consequences.


8. The Civil Appeals are allowed with these directions.

9. Pending applications, if any, shall stand disposed of.

.....J.
[PAMIDIGHANTAM SRI NARASIMHA]

.....J.
[ARAVIND KUMAR]

New Delhi
January 30, 2024.


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VAKALATNAMA

IN THE HON'BLE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI
Original Application No.65 of 2021

In the matter of:

News Item published in the Times of India dated 28.02.2021 titled Delhi: Man charred to death as illegal factory catches fire

And in the matter of

Veena Gupta & Others

KNOW ALL to whom these presents shall come that we Veena Gupta, Respondent No.1 and Vijay Gupta, Respondent No.2, in the aforesaid matter, do hereby appoint

INTELLECT LAW PARTNERS, ADVOCATES AND SOLICITORS, Ashish Aggarwal, D-455/89, Gurkamal Hora Arora, D-1617/95, Amit Bhatnagar, D-1554/02, Subodh K Pandey, D-3860/12, Gurcharan Singh, D-2073/17, Ramya Aggarwal, D-4428/2021, Tanya Aggarwal, D-4429/2021, Nalin Dhingra D-4739/21, Jaisal Baath D-7246/21, # 1, Link Road, Jangpura Extension, New Delhi-110014, Phone: 43103333, Mob.9810034337, Email: ashish@intellectlp.com

Hereinafter called the advocate(s) to be my/our Advocate(s) in the above noted case and authorize them:

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 to hear and also in the Appellate Court including High Court subject to payment of fees separately for each Court by me/us.

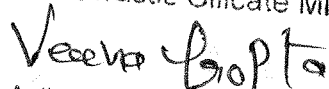
To sign, file, verify and present pleadings, appeals, cross-objections or petitions for executions, review, revision, withdraw, compromise or file other petitions or affidavits or documents as may be deemed necessary or for proper execution of the said case in all its stages subject to payment of fee each stage.

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 relation to the said case. To take execution proceedings.

To deposit, draw and receive moneys, Cheque(s), cash 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 the prosecution of the said case.

To appoint and instruct any other Legal practitioner or person authorizing him to exercise the power and authority hereby conferred upon the Advocate(s) whatever he then may think fit to do so & sign the power of attorney.



For Shri Swastic Silicate Mills

Authorised Signatory/Proprietor

And I/We the undersigned so hereby agree to ratify and confirm all acts done by the Advocates or their substitute in the matter as my/our own acts as done by me/us to all intents and purposes. And I/We undertake that I/We or my/our duly authorised agent(s) would appear in court on all hearings & will inform the Advocate(s) for appearances 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 cost, whatever ordered by the Court shall be the Advocate, which he shall receive and retain for himself.

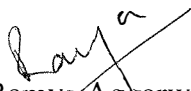

Nalin Dhingra
Advocate


And I/We undersigned do hereby agree that in the event of the whole or part of the fee agreed by me/us to be paid to the advocate remaining unpaid he shall be entitled to withdraw from the proceeding of the said case until the same is paid up. The fee settled is only for the above case and above Court, for a period of three years only. I/We hereby agree that once the fee is paid, I/we will not be entitled for the refund of the same in any case whatsoever. For execution of decrees and getting their satisfactions from Court(s), separate fee shall be payable.

Jaisal Baath
Advocate

IN WITNESS WHEREOF, I/we, do hereunto set my/our hand to these presents the contents of which have been understood by me/us on this 18 day of Sept., 2024 accepted subject to the terms of fees.

Gurcharan Singh
Advocate


Ramya Aggarwal
Advocate

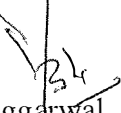

Tanya Aggarwal
Advocate For Shri Swastic Silicate Mills


Veena Gupta
Authorised Signatory/Proprietor


Vijay Gupta

Subodh K. Pandey
Advocate

CLIENTS
[We identify the signature(s) of the Client(s)]


Ashish Aggarwal
Advocate


Gurkamal Hora Arora
Advocate


Amit Bhatnagar
Advocate

