

BEFORE THE NATIONAL GREEN TRIBUNAL  
PRINCIPAL BENCH, NEW DELHI

ORIGINAL APPLICATION NO.1225 OF 2024

IN THE MATTER OF :-

AMIT KUMAR

....APPLICANT

S.BVERSUS

UNION OF INDIA & ORS.

...RESPONDENTS

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ANY OTHER DOCUMENT WITH THE PERMISSION OF THE PRESENT HON'BLE COURT.

THROUGH:-

PLACE: Shamli  
DATED: 5/2/25

*Sameer Srivastava*  
SAMEER SRIVASTAVA  
ADVOCATE  
OFF. AT: OC-902, 9<sup>TH</sup> FLOOR,  
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EMAIL: officeofsameersrivastava@gmail.com

ATTESTED

*Satya*  
Satyapal Singh Kashyap  
Notary/Advocate  
District Shamli

5-2-2025

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BEFORE THE NATIONAL GREEN TRIBUNAL  
PRINCIPAL BENCH, NEW DELHI

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**IN THE MATTER OF :-**

**AMIT KUMAR**

**....APPLICANT**

**VERSUS**

**UNION OF INDIA & ORS.**

**...RESPONDENTS**

**REPLY ON BEHALF OF RESPONDENT NO.10 TO 12 TO  
THE APPLICATION FILED BY APPLICANT UNDER  
SECTION 18 R/W SECTION 14, 15 AND 16 OF THE  
NATIONAL GREEN TRIBUNAL ACT, 2010.**

**MOST RESPECTFULLY SHOWETH:**

**PRELIMINARY OBEJCTION:**

1. That it is most respectfully submitted that the Respondent No. 10, Respondent No. 11 and Respondent No. 12 (for the sake of brevity hereinafter, jointly, referred to as "Answering Respondents") are the law-abiding citizens of India and falsely dragged in to the present litigation.
2. That the above captioned Application is not maintainable either in law or on facts. It has been filed malafidely and with ulterior motive. Accordingly, Application merits dismissal in toto.
3. That it would be appropriate to mention relevant extract of the Section 14, Section 15 and Section 18 of the National Green Tribunal Act, 2010 for the kind reference of the present Hon'ble Tribunal:

ATTESTED

Satyapal Singh Kashyap  
Notary/Advocate  
District Shimla

5-2-2025



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**“...Section 14 - Tribunal to settle disputes**

(1) *The Tribunal shall have the jurisdiction over all civil cases where a substantial question relating to environment (including enforcement of any legal right relating to environment), is involved and such question arises out of the implementation of the enactments specified in Schedule I.*

(2) *The Tribunal shall hear the disputes arising from the questions referred to in sub-section (1) and settle such disputes and pass order thereon.*

(3) *No application for adjudication of dispute under this section shall be entertained by the Tribunal unless it is made within a period of six months from the date on which the cause of action for such dispute first arose:*

*Provided that the Tribunal may, if it is satisfied that the applicant was prevented by sufficient cause from filing the application within the said period, allow it to be filed within a further period not exceeding sixty days...”*

**“..Section 15 - Relief, compensation and restitution**

(1) *The Tribunal may, by an order, provide,--*

(a) *relief and compensation to the victims of pollution and other environmental damage arising under the enactments specified in the Schedule I (including accident occurring while handling any hazardous substance);*

(b) *for restitution of property damaged;*

(c) *for restitution of the environment for such area or areas, as the Tribunal may think fit.*

ATTESTED  
 Satyapal Singh Kasliwal  
 Notary/Advocate  
 District Shamli

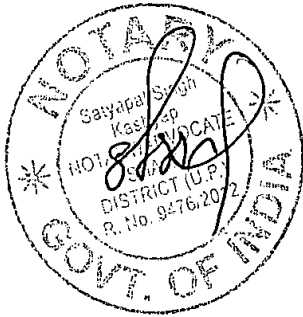
8/11/2025

contain such particulars, and, be accompanied by such documents and such fees as may be prescribed.

(2) Without prejudice to the provisions contained in section 16, an application for grant of relief or compensation or settlement of dispute may be made to the Tribunal by--

- (a) the person, who has sustained the injury; or
- (b) the owner of the property to which the damage has been caused; or
- (c) where death has resulted from the environmental damage, by all or any of the legal representatives of the deceased; or
- (d) any agent duly authorised by such person or owner of such property or all or any of the legal representatives of the deceased, as the case may be; or
- (e) any person aggrieved, including any representative body or organisation; or
- (f) the Central Government or a State Government or a Union territory Administration or the Central Pollution Control Board or a State Pollution Control Board or a Pollution Control Committee or a local authority, or any environmental authority constituted or established under the Environment (Protection) Act, 1986(29 of 1986) or any other law for the time being in force:

Provided that where all the legal representatives of the deceased have not joined in any such application for compensation or relief or settlement of dispute, the application shall be made on behalf of, or, for the benefit of all the legal representatives of the deceased and the legal



ATTESTED  
 Satyapal Singh Kashyap  
 Notary/Advocate  
 District Shamli  
 5-9-2015

*(2) The relief and compensation and restitution of property and environment referred to in clauses (a), (b) and (c) of sub-section (1) shall be in addition to the relief paid or payable under the Public Liability Insurance Act, 1991(6 of 1991).*

*(3) No application for grant of any compensation or relief or restitution of property or environment under this section shall be entertained by the Tribunal unless it is made within a period of five years from the date on which the cause for such compensation or relief first arose:*

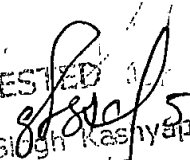
*Provided that the Tribunal may, if it is satisfied that the applicant was prevented by sufficient cause from filing the application within the said period, allow it to be filed within a further period not exceeding sixty days.*

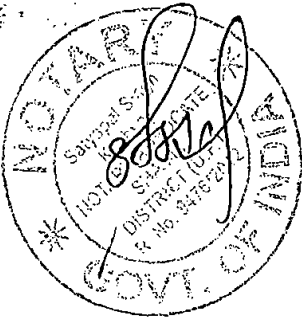
*(4) The Tribunal may, having regard to the damage to public health, property and environment, divide the compensation or relief payable under separate heads specified in Schedule II so as to provide compensation or relief to the claimants and for restitution of the damaged property or environment, as it may think fit.*

*(5) Every claimant of the compensation or relief under this Act shall intimate to the Tribunal about the application filed to, or, as the case may be, compensation or relief received from, any other court or authority..."*

**“...Section 18 - Application or appeal to Tribunal**

*(1) Each application under sections 14 and 15 or an appeal under section 16 shall, be made to the Tribunal in such form,*

ATTESTED  
  
 Satyapal Singh Kashyap  
 Notary/Advocate  
 District Sharnli



*representatives who have not so joined shall be impleaded as respondents to the application:*

*Provided further that the person, the owner, the legal representative, agent, representative body or organisation shall not be entitled to make an application for grant of relief or compensation or settlement of dispute if such person, the owner, the legal representative, agent, representative body or organisation have preferred an appeal under section 16.*

*(3) The application, or as the case may be, the appeal filed before the Tribunal under this Act shall be dealt with by it as expeditiously as possible and endeavor shall be made by it to dispose of the application, or, as the case may be, the appeal, finally within six months from the date of filing of the application, or as the case may be, the appeal, after providing the parties concerned an opportunity to be heard.*



4. That it is most respectfully submitted that, in terms of the National Green Tribunal Act, 2010 (hereinafter referred to as the "Act" for the sake of brevity), the Applicant does not fall under any of the categories specified under Section 18 of the Act and, therefore, lacks the locus standi to file the present Application. Consequently, the captioned Application is liable to be dismissed on this ground alone.
5. That it is most respectfully submitted that the abovecaptioned application filed by the Applicant is barred by the limitation

ATTESTED  
 Satyapal Singh Kashyap  
 Notary/Advocate  
 District Shamli  
 5-2-2028

and hence liable to be dismissed on the basis of present ground alone.

6. That it is most respectfully submitted that the Answering Respondents are the co-owners of the property located at Khasra No. 110, Village Bhatti Majra, District Shamli, Uttar Pradesh (for the sake of brevity hereinafter referred as "said property") and let out the said property to the Respondent No. 13 on Rent for the storage purpose. It is also most respectfully submitted that the Answering Respondents are merely owners of the said property and not, directly or indirectly, involve into the business activities from the site.

7. That it is most respectfully submitted that it is a trite law that landlords are not liable for the actions of their tenants unless it can be proven that they had knowledge of or contributed to the wrongful acts. In the absence of such evidence, attributing liability to the landlord is unwarranted.

8. That it is the sole responsibility of Respondent No. 13 and its management to conduct its business operations in compliance with applicable laws and statutory obligations. The Answering Respondents, as landlords, have no role or control over the activities conducted on the premises.



ATTESTED  
Satyapal Singh Kashyap  
Notary/Advocate  
District Shamli  
5-2-2028

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9. That the Answering Respondents neither have any direct or indirect involvement in the business activities or transactions of Respondent No. 13 nor do they participate in any operational decisions related to the said property.

10. That it is most respectfully submitted that the 'Polluter Pays' principle, as recognized in environmental jurisprudence, mandates that the entity responsible for pollution should bear the costs associated with it. In this case, Respondent No. 13, as the operator of the business, is the entity responsible for any alleged environmental violations. Holding the Answering Respondents liable would contravene this established principle.



11. That the present Application lacks any substantive material or evidence linking the Answering Respondents to the alleged environmental harm. It appears to be an attempt to harass and implicate innocent individuals without any basis.

12. That the Hon'ble Tribunal has consistently held that liability must be established based on material evidence, and in the absence of such evidence, the Answering Respondents cannot be held responsible for the acts or omissions of a third party merely because they own the property.

ATTESTED  
 8/8/2028  
 Satyapal Singh, Kashtyap  
 Notary/Advocate  
 District Shamli

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At the outset, Answering Respondents denying all the averments of the captioned Application to the extent that they are contrary, conjugal, misleading, inconsistent, false, frivolous, incorrect, concocted, and misconceived. The content of the Preliminary Objections is to be considered an integral part of the paragraph-wise reply, and for the sake of brevity, it is not reiterated herein.

**PRAYER:**

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

- a) Dismiss the present Application against the Answering Respondents with exemplary costs, as it is devoid of merit;
- b) Pass any further orders or directions as this Hon'ble Tribunal may deem fit and proper in the facts and circumstances of the present case.

AND FOR THIS ACT OF KINDNESS, THE ANSWERING RESPONDENTS AS IN DUTY BOUND SHALL EVER PRAY.



**RESPONDENT NO.10 TO 12**

**THROUGH:-**

*Sameer*  
*Vinay*

PLACE: *Shamli*  
DATED: *5/2/25*

**SAMEER SRIVASTAVA**  
**ADVOCATE**  
**OFF. AT: OC-902, 9<sup>TH</sup> FLOOR,**  
**GAUR CITY CENTER,**  
**SECTOR-4, GREATER NOIDA WEST**  
**M:+919999730492**  
**EMAIL: officeofsameersrivastava@gmail.com**

ATTESTED  
*[Signature]*  
Satyapal Singh  
Notary/Advocate  
District Shamli





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BEFORE THE NATIONAL GREEN TRIBUNAL  
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ORIGINAL APPLICATION NO.1225 OF 2024

IN THE MATTER OF :-

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....APPLICANT

VERSUS

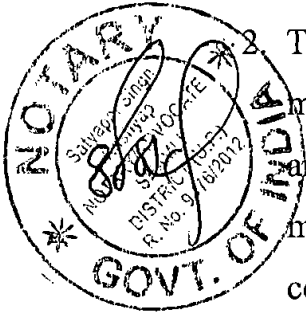
UNION OF INDIA & ORS.

...RESPONDENTS

AFFIDAVIT

I, Kalawati, W/o Mohkam, R/o Manglora, Udpur, Shamli, Uttar Pradesh 247773, aged about 84 years, do hereby solemnly affirm and declare as under :-

1. That I am Respondent No.10 in captioned matter and thus competent to swear the present affidavit.
2. That accompanying reply has been drafted by my counsel under my instructions and the contents of the same has been read over and explained to me and the same are true and correct to best of my knowledge and belief and nothing material has been concealed therefrom.



NOTARY

NOTARY

DEPONENT

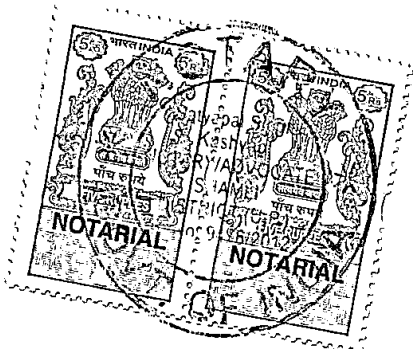
Signature of Deponent

VERIFICATION:-

Verified at Shamli on \_\_\_ February, 2025 that the contents of above mentioned paras of affidavit are true and correct to my knowledge. No part of it is false and nothing material has been kept concealed therefrom.

DEPONENT

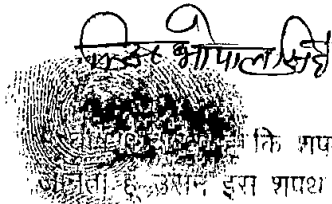
Signature of Deponent



ATTESTED

Satyopal Singh  
Notary/Advocate  
District Shamli

5-2-2025



मैं कि शपथकर्ता को जानता हूँ और इस शपथ पत्र पर आज मेरे व नोटरी के सामने अपने हस्ताक्षर भंगूडा निशानी किया है।



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BEFORE THE NATIONAL GREEN TRIBUNAL  
PRINCIPAL BENCH, NEW DELHI

ORIGINAL APPLICATION NO.1225 OF 2024

IN THE MATTER OF :-

AMIT KUMAR

...APPLICANT

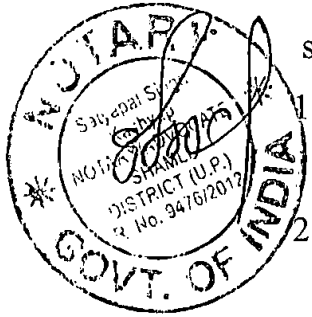
VERSUS

UNION OF INDIA & ORS.

...RESPONDENTS

AFFIDAVIT

I, Bhopal Singh, S/o Mohkam, R/o Manglora, Udpur, Shamli, Uttar Pradesh 247773, aged about 54 years, do hereby solemnly affirm and declare as under : -



1. That I am Respondent No.11 in captioned matter and thus competent to swear the present affidavit.
2. That accompanying reply has been drafted by my counsel under my instructions and the contents of the same has been read over and explained to me and the same are true and correct to best of my knowledge and belief and nothing material has been concealed therefrom.

NOTARY

Signature of Deponent  
Bhopal Singh

DEPONENT

Signature of Deponent

VERIFICATION:-

Verified at Shamli on \_\_\_ February, 2025 that the contents of above mentioned paras of affidavit are true and correct to my knowledge. No part of it is false and nothing material has been kept concealed therefrom.

Signature of Deponent  
Bhopal Singh

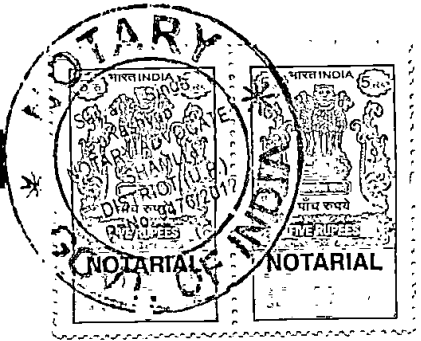
DEPONENT

Signature of Deponent

ATTESTED

Satyapal Singh Kashyap  
Notary/Advocate  
District Shamli

5-2-2025



मैं घोषणा करता हूँ कि सपथकर्ता को जानता हूँ उसने इस शपथ पत्र पर आत्म धरे व नोटेरी के सामने अपने हस्ताक्षर अगुंदा निशानी किया है।



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BEFORE THE NATIONAL GREEN TRIBUNAL  
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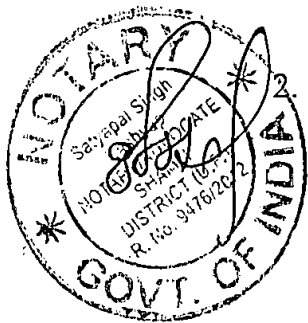
...RESPONDENTS

AFFIDAVIT

I, Shripal, S/o Mohkam, R/o Manglora, Udpur, Shamli, Uttar Pradesh 247773, aged about 48 years, do hereby solemnly affirm and declare as under :-

1. That I am Respondent No.12 in captioned matter and thus competent to swear the present affidavit.

2. That accompanying reply has been drafted by my counsel under my instructions and the contents of the same has been read over and explained to me and the same are true and correct to best of my knowledge and belief and nothing material has been concealed therefrom.



DEPONENT

Signature of Deponent

VERIFICATION:

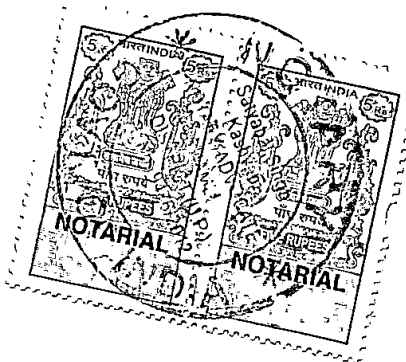
Verified at Shamli on \_\_\_ February, 2025 that the contents of above mentioned paras of affidavit are true and correct to my knowledge. No part of it is false and nothing material has been kept concealed therefrom.

DEPONENT

Signature of Deponent

ATTESTED  
Sanyopal Singh Kashi  
Notary/Advocate  
District Shamli

5-2-2025



विश्वरूप सिंह  
कि प्रपक्षकों का  
हम शपथ पत्र पर आउ  
के बिना हमें अपने हस्ताक्षर  
आपका निशानी किया है।

16

VAKALATNAMA

IN THE COURT OF NATIONAL GREEN TRIBUNAL, PRINCIPAL BENCH, ND

Suit/Appcal No. OA / 1225 / 24 .....oF 20 24

In re: Amit Kumar .....Plaintiff /Appellant /Petitioner/Complainant

Union of India & OPS. .....Defendant/Respondent/ Accused KNOW

ALL to whom these presents shall come that I/We Kalwati, Bhopal Singh, Bhopal Respondent NO 10 to 12 the above named .....do hereby appoint:

Sameer Srivastava,

Advocate

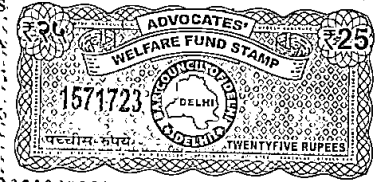
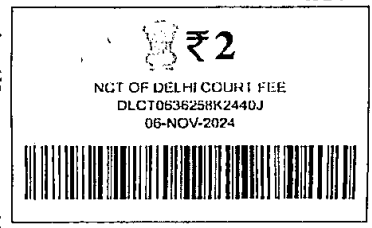
Em. No. UP/02754/2015

Office at:- OC-902, Gaur City Centre, Gaur Chowk, Sector-4, Greater Noida West, UP-2010009

Email:- officofsameersrivastava@gmail.com

(herein after called the advocate/s) to be my/our Advocate in the above noted case authorize him: -

1. To act, appear and plead in the above-noted case in this Court or in any other Court in which the same may be tried or heard and also in the appellate Court including High Court subject to payment of fees separately for each Court by me/us.
2. To sign, file, verify and present pleadings, appeals, cross-objections or petitions for executions review revision, withdrawal, compromise or other petitions or affidavits or other documents as r
3. To file and take back documents, to admit and/or deny the documents of oppo
4. To withdraw or compromise the said case or submit to arbitration any c
5. To take execution proceedings.
6. To deposit, draw and receive monthly cheques, cash and grant receipts the
7. To appoint and instruct any other Legal Practitioner authorizing him to ex
8. And I/We the undersigned do hereby agree to rectify and confirm all acts do
9. And I/We undertake that I/We or my/our duly authorized agent would appear in
10. And I/We the undersigned do hereby agree not to hold the advocate or his substitute responsible for the result of the said case.
11. The adjournment costs whenever ordered by the Court shall be of the Advocate which he shall receive and retain for himself.
12. And I/We the undersigned to 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 prosecution of the said case until the same is paid up. The fee settled is only for the above case and above Court. I//we hereby agree that once fee is paid, I/We will not be entitled for the refund of the same in any case whatsoever and if the case prolongs for more than 3 years the original fee shall be paid again by me/us.



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.....5..... day of Feb. 2025 Accepted subject to the terms of the fees.

Advocate Sameer UP 2754/15

Client

Client signature and stamp

Vinay 7/12/22