

BEFORE THE NATIONAL GREEN TRIBUNAL, PRINCIPAL BENCH,
NEW DELHI
APPEAL NO.07/2022

IN THE MATTER OF:-

GhanaiAppellant

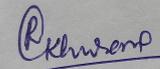
Versus

State Level Environment Impact
Assessment Authority (SEIAA), U.P. & Ors.Respondents

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FILED BY:-



(RAHUL KHURANA)
Counsel for Respondent No.2
298, Lawyers Chamber Block-II,
Delhi High Court,
New Delhi -110003
Mob: 9811894060
E-mail: rkhurana2507@gmail.com

PLACE: NEW DELHI
FILED ON: 31.10.2022

BEFORE THE NATIONAL GREEN TRIBUNAL, PRINCIPAL BENCH,

NEW DELHI

APPEAL NO.07/2022

IN THE MATTER OF:-

GhanaiAppellant

Versus

State Level Environment Impact
Assessment Authority (SEIAA), U.P. & Ors.Respondents

REPLY ON BEHALF OF RESPONDENT NO.2.

MOST RESPECTFULLY SHOWETH:-

1. That the above subjected appeal has been filed against the grant of Environmental Clearance on 3.12.2021 by State Level Environment Impact Assessment Authority (in short 'SEIAA') U.P. to the answering Respondent No.2 i.e. M/s R.N.S. Private Ltd. The present reply is being filed through Sh. Devnath Singh, who is Partner of answering Respondent No.2 as such he is well conversant with the facts of the cases and competent to file the present reply.

2. That the answering Respondent No.2 is filing the present reply dealing with the steps taken by it in pursuance to advertisement/notice published and directions/instructions issued by the Government of Uttar Pradesh. The answering Respondent No.2 craves liberty to file additional reply/affidavit as and when need arises, with the permission of this Hon'ble Tribunal.

3. That the present appeal filed by the appellant is liable to be dismissed as the same is frivolous, misconceived and not maintainable against the answering Respondent No.2.

4. That it is most respectfully submitted that answering Respondent is bonafide Lessee who submitted its bid in the auction in response to e-Tender floated for mining by the Office of District Magistrate, Jalaun, Uttar Pradesh (Mining Division) in August, 2019. As the answering Respondent submitted highest bid, a Letter of Intent (in short 'LoI') dated 24.10.2019 was issued by the by the Office of District Magistrate, Jalaun, Uttar Pradesh (Mining Division). The answering Respondent deposited an amount of Rs. 87,48,558/- (Rupees Eighty-Seven Lacs, Forty-Eight Thousand, Five Hundred and Fifty-Eight) as security with the State Government, Uttar Pradesh in August, 2019.

5. That in terms of LoI, the answering Respondent applied for Environmental Clearance through accredited Consultant in this regard. The Environmental Clearance dated 3.12.2021 was granted after inspection of the site by the concerned Officers. The answering Respondent is not the owner of the land in question. The answering Respondent only submitted its bid and finding it as highest bidder, LoI was issued in its favour. The documents received from the State Authorities were shared with the Consultant.

6. That it is believed that such e-Tender(s) are being issued by the State after due inspection by and satisfaction of the concerned Department and the site is fit for the activity for which bids have been invited. With such belief, the answering respondent submitted its bid. For any discrepancy/deficiency, the answering respondent should not be put to bear any loss.

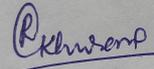
The answering Respondent is already under huge financial loss due to deposit of earnest money, security amount, subsequent periodical instalments and other payments/ expenses without any mining operation on ground & consequent earning.

In view of the facts and circumstances stated hereinabove, it is most respectfully prayed that this Hon'ble Tribunal may be pleased to dismiss the present appeal in the interest of justice.

ANSWERING RESPONDENT NO.2

THROUGH

DATED: 31.10.2022
PLACE: Mau



(RAHUL KHURANA)
Counsel for Respondent No.2
298, Lawyers Chamber Block-II,
Delhi High Court,
New Delhi -110003
Mob: 9811894060



BEFORE THE NATIONAL GREEN TRIBUNAL, PRINCIPAL BENCH,
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APPEAL NO.07/2022

IN THE MATTER OF:-

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.....Appellant

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State Level Environment Impact
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NOTARY

AFFIDAVIT

I, Sh. Devnath Singh, working as Partner with M/s R.N.S. Private Ltd., do hereby solemnly affirm and declare as under:

1. That I am Partner of Respondent No.2 in the accompanying matter. I have gone through records of the Respondent No.2. I have made myself conversant with the facts of the present case and therefore, I am competent to depose this affidavit.
2. That the accompanying reply has been drafted by my Counsel under my instructions. The contents of the accompanying reply may kindly be read as part of this affidavit as the same are not being repeated herein for the sake of brevity.

Devnath Singh
DEPONENT

VERIFICATION:

Verified at _____ on this 31 day of October, 2022 that the contents of above affidavit are true and correct to the best of my knowledge derived from the officials' records. No part of it is incorrect and nothing material has been concealed therefrom.



Sworn & Verified before me
Arvind Kumar Rai
Arvind Kumar Rai
Advocate
Notary Public
Govt. of India
Distt. Court-M

Devnath Singh
DEPONENT
I Identify the Dependent
Executant
Arvind Kumar Rai

Devnath Singh
DEPONENT



उत्तर प्रदेश UTTAR PRADESH

61AE 004745

NOTARY

Deekul Singh



I Identify the deponent
 Executant who has have
 T1 before me

No. 16246 Date: 28/05/2024 Certified that Shri. Deekul Singh
 S/o D/o W/o Age About
 R/o Vill. P.O.
 Dist. Identified by
 Presented this affidavit before me on 28/05/2024
 AM/PM & Solemnly affirmed the contents which
 were, read over/translated & explained to him.
 received Rs. 28/000

Deekul Singh
 Deekul Singh
 Deekul Singh
 Deekul Singh

Deekul Singh
 Deekul Singh

VAKALATNAMA

BEFORE THE NATIONAL GREEN TRIBUNAL, NEW DELHI.

Appeal No. 7 / 2022

IN THE MATTER OF:-

Ghanai

..... Appellant

Versus

State Level Environment Impact Assessment Authority, UP & Ors

KNOW ALL to whom these present shall come that I, Mr. Dev Nath Singh the above named Director of Respondent No. 2 (R.N.S. Pvt. Ltd.) do hereby appoint

Rahul Khurana, Advocate (Enr No. D/2183/2008)
298, LAWYERS CHAMBER BLOCK-II, DELHI HIGH COURT,
NEW DELHI-110003, E-Mail id: rkhuranalegal@gmail.com, M: 9811894060

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

To act appear and plead in the above-noted case in this Court or in any other Court in which the same may be tried or heard and also in the appellate Court including High Court subject to payment of fees separately for each court by me/us.

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

To file and take back documents including original documents, to admit and/or deny the documents of opposite party.

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

To take execution proceedings.

The deposit, draw and receive money, cheques, cash and grant receipts thereof and to do all other acts and things which may be necessary to be done for the progress and in the course of the prosecution of the said case.

To appoint and instruct any other Legal Practitioner, authorising him to exercise the power and authority hereby conferred upon the Advocate whenever he may think fit to do so and to sign the Power of Attorney on our behalf.

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

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

And I/we undersigned do hereby agree not to hold the advocate or his substitute responsible for the result of the said case. The adjournment costs whenever ordered by the Court shall be of the Advocate which he shall receive and retain himself.

And I/we the 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 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 the fee is paid. I/we will not be entitled for the refund of the same in any case whatsoever. If the case lasts for more than three years, the advocate shall be entitled for additional fee equivalent to half of the agreed fee for every addition three years, or part thereof.

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

..... 31 day of October 2022

Accepted subject to the terms of fees.

Advocate

Client

RNS Construction Pvt. Ltd.

Director

Rahul Khurana